

**BEFORE THE ADJUDICATION PANEL**

**COUNCIL FOR LICENSED CONVEYANCERS**

**Applicant**

-v-

**(1) JOHN LLOYD DAVIES**

**(2) KATHRYN JONES**

**Respondents**

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**DECISION OF THE ADJUDICATION PANEL**

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1. A panel convened for a hearing, beginning on 3 February 2025, to consider allegations against the First and Second Respondents, including allegations of dishonesty and breach of overriding principle 1.
2. On 31 January 2025 the panel was provided with a draft Consent Order, together with a Statement of Agreed Facts, which is set out in full below. The panel is satisfied that the Statement accurately reflects the evidence in the case, and is sufficiently detailed to enable the public to understand the allegations admitted by the First Respondent thereby upholding the principles of open justice.
3. In the draft Consent Order and the Statement of Agreed Facts, the First Respondent took responsibility for, and admitted, certain allegations (as set out below), and where allegations were not admitted, the Applicant sought permission to withdraw those allegations.
4. At the outset of the hearing, the panel confirmed it approved the draft Consent Order, which had been endorsed by the parties.

**The case against the Second Respondent**

5. The panel then granted permission to the Applicant to withdraw all allegations against the Second Respondent, and dismissed the proceedings against her. The panel made no order as to costs in relation to those proceedings.

**The case against the First Respondent**

6. Permission was granted to the Applicant to amend allegation 5(a), by agreement.

7. The First Respondent admitted certain of the allegations brought against him by the Applicant (namely 1, 5 (as amended), 6, 7, 9, 11, 12 (b) and (c), 14, 15(a) (b) and (c), 16(b)). Those allegations were found proved by the panel, by admission.
8. Permission was granted to the Applicant to withdraw the remaining allegations.
9. The explanation of the admitted allegations is adopted by the panel as a summary of its findings, is set out as follows:
  
10. *“In a skeleton argument dated 23 December 2024, the First Respondent admitted some allegations but denied all allegations of dishonesty and breach of overriding principle 1. By this document, the First Respondent now admits allegations of dishonesty and breach of overriding principle 1 (set out below). The First Respondent further accepts that the appropriate sanction is an order that he be permanently disqualified from holding a licence.*
  
11. *In light of those admissions and that acceptance, the CLC applies to withdraw the other, non-admitted allegations against the First Respondent. Given the admissions that have been made, and the accepted sanction, it is not proportionate to incur further costs in relation to those other allegations which remain in dispute.*
  
12. *Further, the CLC applies to withdraw all of the allegations against the Second Respondent, given the admission by the First Respondent that he is responsible for the communications she sent.*
  
13. *The remainder of this document is structured as follows:*
  - (1) *The admissions;*
  - (2) *The agreed facts;*
  - (3) *The unagreed mitigation;*
  - (4) *The agreed outcome.*

## **(1) THE ADMISSIONS**

14. *The First Respondent admits the following allegations:*

Allegation 1

1. At all material times, you were:

- a. managing director of Convey365 Limited, trading as The Conveyancing Academy;
- b. managing director of Convey Law (a CLC Recognised Body);
- c. owner and director of Optimum Training Solutions Limited (previously Convey365 Limited), continuing to trade as The Conveyancing Academy.

Allegation 5

5. You understood it to be the case and/or knew, or ought to have known, that:

- a. on 21 April 2021, Convey365 Limited's SQA centre approval was suspended;
- b. on 14 October 2021, Convey365 Limited had its SQA centre approval withdrawn as a result of identified malpractice ('the SQA malpractice decision');
- c. on 15 December 2021, Convey365 Limited's appeal against the SQA malpractice decision was not upheld;
- d. on 21 January 2022, the SQA terminated its Centre Operating Agreement with Convey365 Limited.

Allegation 6

6. You knew, or ought to have known, that the effect of each of the matters in paragraph 5 was that Convey365 Limited / Optimum Training Solutions / The Conveyancing Academy was prohibited, or ought to have refrained, from:

- a. offering any SQA accredited qualification;
- b. purporting to deliver SQA accredited qualification, including by the marking of exams;
- ...
- d. registering learners with SQA;
- e. registering learners on English government funded apprenticeships that mandated an SQA diploma;
- f. registering learners on Welsh government funded Personal Learning Account programmes that mandated an SQA diploma.

Allegation 7

7. On various dates after 21 April 2021, you facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to:

*...fail to communicate the facts, and effects of, the SQAs decisions in set-out paragraph 6 to employers and students;*

*d. create the impression to employers and students that students were registered on SQA approved courses;*

*e. create the impression to employers and students that students were submitting assessments which would count towards completion of an SQA approved course satisfying the academic attainment requirements for CLC registration as a Conveyancing Technician or Licensed Conveyancer.*

...

*9. On 17 November 2021, you spoke at the Society of Licensed Conveyancers Annual Conference at which you represented, or otherwise allowed the impression to be created, that:*

*a. the Conveyancing Academy was at the time an SQA approved centre;*

...

...

#### *Allegation 11*

*11. On various dates after 21 April 2021, you facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to breach clause 5.1.14 of the 'Department for Education Apprenticeships-Provider Agreement' requiring training providers to "notify the ESFA in writing within 5 Working Days if it or Training Provider Related Party is subject to remedial and/or enforcement action by an Awarding Organisation".*

#### *Allegation 12*

*12. In the academic year 2021/2022, you facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy, which from 21 April 2021 did not have awarding organisation accreditation, to:*

...

*b. have:*

*i. 19 learners registered for the licensed conveyancer apprenticeship standard at L6 (ST0101);*

*ii. 110 learners registered for the conveyancing technician apprenticeship standard at L4 (ST0100);*

*iii. 122 learners from Cardiff and Vale College enrolled on a Level 3 course;*

iv. 51 learners from Cardiff and Vale College enrolled on L4 and 6 courses collectively;

c. purport to continue delivering these English Government training programs to existing learners and recruited new learners without them, or their employers and sponsors being told that Optimum Training Solutions Limited (previously Convey365 Limited) were not accredited to deliver the SQA accredited qualification that they were working towards.

Allegation 14

14. Facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to breach clause 3(g)(viii) of Schedule 1 of its agreement with Cardiff and Vale College which provided: "Partners inform CAVC of any malpractice allegations related to staff or learners within 24 hours of becoming aware."

Allegation 15

15. Having regard to the matters in paragraph 5 and 6, your conduct in paragraphs 7(d) – (f), and 12(c) was:

- a. dishonest;
- b. lacking in integrity; and
- c. reckless.

Allegation 16

16. On various dates after 21 April 2021, you:

- ...
- b. stated to the CLC that you had been informed by SQA that you were not able to disclose information concerning its investigation.

**(2) THE AGREED FACTS**

**Factual Background**

15. RI was at all material times the Managing Director of:

- (1) Convey Law Ltd ("the Firm"), a legal practice licensed by the CLC to provide conveyancing services;

(2) A limited company which operated a centre providing educational services to conveyancers (“the Centre”). In Companies House, the name of the Centre was ‘Convey 365 Ltd’, then, from December 2021, ‘Optimum Training Solutions Ltd’ then, from January 2023, ‘Convey 365 Ltd’ again. In the marketing, the Centre was known as ‘The Conveyancing Academy’. Prior to 21 April 2021 the Centre was an SQA approved centre.

16. R2 was at all material times:

- (1) A tutor at the Centre; and
- (2) Learning Development Manager at the Centre.

### ***The SQA’s investigation into the Centre***

17. The SQA conducted an investigation after it received allegations of exam malpractice at the Centre. Those allegations related to the way in which the Centre had conducted examinations for two of its students.

18. On 14 April 2021 the SQA emailed R1 to tell him that they were investigating malpractice at the Centre and placing a precautionary suspension on qualifications and certification pending outcome of investigation.

19. On 21 April 2021, the SQA met with R1. At that meeting the SQA said that a precautionary suspension of qualifications and certification had been applied to the Centre until the process reached its conclusion. R1 was also referred to Clause 2.1.3 of the SQA’s Centre Operating Agreement with the Centre – the Centre had to:

***“2.1.3 Refrain from offering candidates the opportunity to be presented for any SQA qualifications for which it does not hold specific qualification approval or for which specific qualification approval has been suspended (including by registering, entering or charging the candidate in relation to such qualifications **or otherwise acting in any manner reasonably likely to create the impression that the centre is permitted to present candidates for such qualifications**)” [Emphasis added]***

20. According to the script prepared for the SQA in preparation for the meeting, when introducing the meeting, those on behalf of the SQA planned to say: “We conduct investigations very discreetly, and would ask that you do not discuss the meeting with

others.”. That script was a meeting plan prepared in advance of the meeting not a record of what was said – see para. 2.6 of Mr Ware’s statement [SB.127]. The agreed minutes of the meeting recorded that the Respondent was told that the meeting should not be discussed with others.

### ***The SQA’s conclusions***

21. *The SQA made initial investigation findings. On 5 August 2021 R1 approved those investigation findings.*
22. *In a letter dated 14 October 2021, addressed to R1 as head of the Centre, the SQA informed R1 that it had concluded its investigation and found that there had been malpractice.*
23. *In the same letter, the SQA informed him that they had reached the conclusion that ‘the centre’s approval should be removed with immediate effect from the date of this letter, in line with clause 5.3 of the Centre Operating Agreement, in light of the malpractice identified’ and that ‘subject to any successful appeal, the Centre’s approval will be removed with effect from the date of this letter’. The SQA said that this meant that the Centre “can no longer offer SQA approved qualifications and can no longer advertise itself as an SQA Approved Centre.”. The SQA set out the right of appeal.*
24. *The Centre exercised its right of appeal. In a letter dated 15 December 2021, addressed to R1 as Managing Director of the Centre, the SQA said that the Centre’s appeal had been unsuccessful.*
25. *The Centre brought an escalated appeal against that decision. On 25 March 2022 a meeting took place before the SQA Appeals Sub-Committee. R1 attended that meeting.*
26. *In a letter dated 31 March 2022, addressed to R1 as Managing Director of the Centre, the SQA wrote to explain that the appeal had not succeeded. The letter explained that was the final stage in the appeal process.*

### Continued delivering of L4 and 6 courses

27. *Despite the suspension of 21 April 2021, the Centre continued to purport to deliver L4 and L6 Diplomas which required SQA approval - approval which, following the suspension, the Centre did not possess. The Centre continued to advertise itself as SQA-approved. R1 gave a talk with slides that suggested the Centre was SQA-approved. The Centre signed a new contract for the provision of L4 and L6 Diplomas. Further, the brochures that the Centre sent out to students such as Sasha Davis, promoting the Practising Conveyancing Legal Diploma, suggested that the Centre was SQA approved.*
28. *Under the direction of R1, R2 sent learners and employers communications which misleadingly created the impression the learners were still on courses that would lead to CLC qualifications and which failed to inform them that the Centre had lost its SQA approval. Some of those communications are set out below.*

### Impact

29. *The Panel has received evidence from students and employers, which has not been disputed, as to how they felt after they learned that the Centre was not, in fact, able to provide SQA qualifications as they had believed:*
- (1) *George Coomber, a student, in an email of 9 February 2022 to his employer:  
"To say I am disappointed is a huge understatement. What a waste of a year ..."*
  - (2) *Helen Davis, an employer, in an email of 13 June 2022 to ESFA: " ... we have a despondent apprentice who would be qualified by now if he had just signed with a different provider, and as a firm we are forced to chase a multitude of lines of enquiry to get any information on a situation that we are a victim of..."*
  - (3) *Robyn Rickard-Eyre, a student: "all of the time I had spent with the Centre was rendered redundant and my path towards becoming a Licensed Conveyancer has been delayed significantly."*



- (4) *Statement of Michelle Rickard, an employer who had three apprentices enrolled with the Conveyancing Academy: "[19] The consequence of the Apprentices having never been registered with SQA is was [sic] that all the work that was completed throughout the 12 months of the Apprenticeship was rendered useless."*
- (5) *Statement of Sophie Abbey "[35] Alternative providers have confirmed that, as I was never registered as a student. I am unable to transfer my current unmarked assessments. I feel I have wasted two years of my life and now left in complete limbo. [36] This has had a real knock-on effect for my employer and I, as it was expected that I would now be qualified and able to handle my own workload; this in turn has significantly impacted on the amount of work we can take on ..."*
- (6) *The employers of Sophie Abbey wrote on 18 February 2022: " ... I fail to understand how or why you could inflict such distress, confusion and deception on young apprentices that are wanting to better themselves ... Our apprentice has wasted 2 years, much time, effort and personal sacrifice on studying for a qualification she won't get. This is totally unsatisfactory, unfair and unacceptable."*

### **The Allegations against the First Respondent**

#### Allegation 1

1. *At all material times, you were:*

- a. managing director of Convey365 Limited, trading as The Conveyancing Academy;*
- b. managing director of Convey Law (a CLC Recognised Body);*
- c. owner and director of Optimum Training Solutions Limited (previously Convey365 Limited), continuing to trade as The Conveyancing Academy.*

30. *This allegation has never been in dispute.*

#### Allegation 5

5. *You understood it to be the case and/or knew, or ought to have known, that:*

- a. on 21 April 2021, Convey365 Limited's SQA centre approval was suspended;*

- b. on 14 October 2021, Convey365 Limited had its SQA centre approval withdrawn as a result of identified malpractice ('the SQA malpractice decision');*
- c. on 15 December 2021, Convey365 Limited's appeal against the SQA malpractice decision was not upheld;*
- d. on 21 January 2022, the SQA terminated its Centre Operating Agreement with Convey365 Limited.*

31. *In his initial response, R1 did not appear to dispute this allegation – he stated that these dates and events were "all noted". In his skeleton argument of 23 December 2024 raised a question about whether the SQA was entitled to impose a precautionary suspension on the Centre. It is not necessary for the panel to resolve that question because R1 admits that he believed (i.e. understood it to be the case) that the Centre's approval was suspended from 21 April 2021. The CLC applies to amend allegation 5 to reflect that admission.*

32. *The facts in amended allegation 5(a) – (d) are established by the following correspondence from SQA to R1:*

- i. An email from the SQA to R1 sent on 14 April 2021 that they were placing a precautionary suspension on the qualifications and certification pending the outcome of the investigation*
- ii. The agreed minutes of the meeting on 21 April 2021 which recorded that a precautionary suspension had been applied to the centre until the process reached its conclusion*
- iii. CR36– This is a letter dated 14 October 2021 from the SQA - it it informs R1 that, as at 14 October 2021 the Centre's approval was withdrawn (allegation 5(b));*
- iv. CR37– This a letter dated 15 December 2021 from the SQA confirming the Centre's appeal was not upheld (allegation 5(c));*
- v. CR27– This is a letter dated 21 January 2022 from the SQA confirming the termination of SQA's operating agreement with the Centre (allegation 5(d)).*

Allegation 6

6. You knew, or ought to have known, that the effect of each of the matters in paragraph 5 was that Convey365 Limited / Optimum Training Solutions / The Conveyancing Academy was prohibited, or ought to have refrained, from:

- a. offering any SQA accredited qualification;
- b. purporting to deliver SQA accredited qualification, including by the marking of exams;
- ...
- d. registering learners with SQA;
- e. registering learners on English government funded apprenticeships that mandated an SQA diploma;
- f. registering learners on Welsh government funded Personal Learning Account programmes that mandated an SQA diploma.

33. In his skeleton argument, these allegations are admitted from 14 October 2021, the date of the SQA decision finding malpractice. It is not necessary for the panel to resolve whether R1 'knew' or merely 'understood' these matters in the period between 14 April 2021 and 14 October 2021.

Allegation 7

7. On various dates after 21 April 2021, you facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to:

...

- d. fail to communicate the facts, and effects of, the SQAs decisions in set-out paragraph [5] to employers and students;
- e. create the impression to employers and students that students were registered on SQA approved courses;
- f. create the impression to employers and students that students were submitting assessments which would count towards completion of an SQA approved course satisfying the academic attainment requirements for CLC registration as a Conveyancing Technician or Licensed Conveyancer.

34. These allegations were denied in R1's skeleton argument of 23 December 2024 but are now admitted by R1.

35. *The evidence in respect of allegations 6(d) – (f) is overlapping. Particular instances of misleading communications are set out below under allegation 15.*

36. *In summary, none of the students studying on SQA courses, nor their employers, was informed by the Centre of the decision by the SQA in April 2021 to impose a precautionary suspension or the decision by the SQA in October 2021 to remove approval from the Centre. None of them was given any warning, by the Centre, that the Centre could no longer provide the qualification for which they had enrolled and for which they were submitting work. It was only when they communicated directly with the SQA (typically months later) that the learners and their employers learned the truth.*

37. *Some of the relevant evidence from students and employers (which is not contested by the Respondents) is summarised below:*

*Student 1 - George Coomber*

38. *The witness statement of George Coomber explains:*

(1) *He submitted assessments to R2 in April 2021 and July 2021.*

(2) *There was a delay in receiving marks after July 2021, which the Centre never truthfully explained. He expressly asked, on 11 November 2021 whether there was " anything that I need to be aware of, or a particular reason I have not received my grades for either of [Contract and Land Law Assessments]?" R2 replied "I will be looking to start returning these to you towards the end of next week" She did not reveal the true explanation for the delay – i.e. that the Centre's SQA approval had been withdrawn.*

(3) *He only found out that the Centre no longer had SQA-approved status when he contacted the SQA*

*Employer 1 - Helen Davies [MB.865 – 870]*

39. *Helen Davies was Mr Coomber's employer. In her witness statement she explains that even after a complaint letter was sent to the Centre on 7 December 2021, the Centre*

*still did not admit that its SQA approval had been withdrawn. Instead, on 12 January 2022, R2 replied to the complaint, misleadingly stating that due to a "policy and procedural review" with SQA she was unable to give any guarantees as to when the results would be released.*

Student 2 - Robyn Rickard-Eyre

40. *The statement of Robyn Rickard-Eyre explains:*

- (1) She submitted a Contract Law resist assessment on 5 May 2021, i.e. after the Centre had (unknown to her) been suspended by the SQA*
- (2) The Centre (via R2) sent her correspondence which gave no indication that the Centre's SQA approval had been suspended. On the contrary, R2 provided feedback on her work, e.g. on 4 August 2021, as if nothing had changed and the Centre were still SQA-approved.*
- (3) It was only from the SQA that she discovered, on or around 8 September 2021, that her studies at the Centre were not SQA-approved.*

Employer 2 - Michelle Rickard

41. *The statement of Michelle Rickard, Robyn Rickard-Eyre's employer, explains:*

- (1) She complained about the delays in marking modules submitted in March and April 2021.*
- (2) On 28 May 2021 R2 wrote apologising for the 'slight delay in marking' and alleging it would not delay the students' academic studies 'in any way'. This was misleading. It gave the impression that the delays were as a result of the Centre being behind on marking, rather than the true reason – i.e. that the Centre's SQA approval had been suspended and they should not be offering the course any more. The assertion that the students' academic studies would not be delayed was always likely to be, and was later proven to be, false.*
- (4) It was only from the SQA that she learned, on or around 8 September 2021, that her employees' studies at the Centre were not SQA-approved.*

Employer 3 - Rose Davis

42. *The statement of Rose Davis, Managing Director of Davis & Co Property Lawyers, explains:*

- (1) She contacted the Centre on 12 April 2021 to enquire whether her daughter could be enrolled onto a L4 course. On 28 April 2021 and 28 May 2021, after the imposition of the suspension on 21 April 2021, the Centre confirmed her daughter could be enrolled and provided information on how to obtain funding from ESFA.*
- (2) On 15 July 2021 R2 told her the course was 'award winning'. This was misleading given that the Centre had been suspended from delivering the qualifications the students had enrolled for. That suspension was not communicated to Ms Davis. On the contrary Ms Davis was persuaded that the Centre had an "award winning course".*
- (3) In correspondence sent on 15 July 2021 and 14 October 2021, R2 gave the impression the Centre was still SQA approved and able to deliver the L4 course.*
- (4) On 14 December 2021 Ms Davis was (misleadingly) told that the Centre had 'reached their quota' with the Scottish Qualification Authority ("SQA") and were unable to continue to her daughter's L4 course. The Centre offered Sasha an alternative in-house paralegal course which was described as a "recognised apprenticeship", an offer which was declined. This was misleading - the Centre was not unable to deliver the L4 course because it had 'reached its quota'. That implies the Centre had approval to provide a limited number of L4 Diplomas. In fact, the Centre did not have approval to provide any L4 Diplomas.*
- (5) On 18 January 2022, R2 emailed Ms Davis stating a "policy review" was taking place with SQA and so the Centre was placing on hold its delivery of L4 and L6 qualification. There was no such review taking place.*
- (6) On 21 February 2022, Ms Davis emailed R2 explaining that he she been aware of the true position her daughter would have undertaken the course through another organisation.*

Employer 4 - Simon Hawkins

43. *The statement of Simon Hawkins, Director and Licensed Conveyancer at Chartahouse Conveyancing Services, explains:*

- (1) His firm had three apprentices enrolled with the Centre on the L4 course from around April 2020.*
- (2) On 27 May 2021, Mr Hawkins contacted R2 to ask if there would be further assistance available for the L4 course and R2 informed him there were self-practice questions available.*
- (3) On 7 June 2021, R2 apologised for the delay in marking of assessments and explained this on the basis that assessments were "marked in order of submission date". She did not explain the true reason for the delays – i.e. that the Centre's SQA approval had been suspended.*
- (4) In that same email, R2 informed him that she was happy to arrange a webinar with the apprentices for anything they were struggling with. R2 thereby created the impression the apprentices were studying for an L4 course at a centre with SQA approval.*
- (5) On 18 October 2021 he emailed R2 noting that the delays in the return of assessments was not acceptable and they would not have had such delays at other providers.*
- (6) He learned of the Centre's suspension first from the SQA in or around 10 February 2022.*
- (7) He was "frustrated and appalled by the conduct of [the Centre]".*
- (8) That on 10 February 2022, he contacted the Centre asking why the Centre had continued to take assessments despite being on suspension with the SQA and asked why he had been lied to on several occasions about the reason behind why marks were delayed.*

Employer 5 - Gareth Richards.

44. *The statement of Gareth Richards, Legal Director and Head of Legal Practice at DezrezLegal, explains:*

- (1) Three members of staff were enrolled on the L6 apprenticeship with the Centre in or around May 2021.*

- (2) *The first concerns he had about the L6 courses was when the apprentices asked about the date of their examinations. On 7 December 2021, R2 emailed Mr Richards stating: " ... I have spoken with [R1] following our recent call and the issue with dates for examination is due to funding for the L6 Course. We have struggled with funding but have PLA Funding in place so can only offer the Practising Conveyancing Legal Diploma at the moment." This was misleading - the reason for the delay was due to the suspension and withdrawal of SQA approval, not funding issues.*
- (3) *In January 2022 he contacted R2 to ask if the apprentices were ever enrolled with SQA. He received no response.*

### Student 3 - Sophie Abbey

45. *The statement of Sophie Abbey explains:*

- (1) *On 1 November 2020, she enrolled upon a L4 course with the Centre – on the basis that would take 12 – 16 months and would lead directly onto the L6 course.*
- (2) *On 4 May 2021 she submitted her contract law assessment. She received feedback on that and submitted the final assessment on 26 May 2021. She also received that day a study tracker for her next module.*
- (3) *On 2 August 2021, she asked R2 if she had passed her contract law assessment and was told that R2 hoped to return the assessment "within the next few weeks".*
- (4) *On 3 August 2021, she submitted her land law assessment. She was then provided with a study tracker for her next module, received the assessment on 4 October 2021 and feedback on 29 November 2021.*
- (5) *In December 2021, her employer was emailed by the Centre offering to transfer onto a the PCLD, which was described as a "fully funded apprenticeship course" but that the funding for the L4 course would need to be stopped.*
- (6) *On 9 February 2022, she was informed by SQA that since 21 April 2021 the Centre had been suspended from offering and advertising SQA qualifications and that she had not been registered with SQA .*

### Allegation 8

8. *On various dates after 21 April 2021 you:*



*a. facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to offer to transfer students enrolled onto L4 and L6 qualifications onto the Practising Conveyancing Legal Diploma ('PCLD')...*

*46. There was a dispute between the parties about the precise status of the PCLD and whether that was properly explained to students before the PCLD was offered to them. However, given the admissions to other allegations, it is not necessary or proportionate to resolve that dispute.*

*Allegation 9*

*9. On 17 November 2021, you spoke at the Society of Licensed Conveyancers Annual Conference at which you represented, or otherwise allowed the impression to be created, that:*

*a. the Conveyancing Academy was at the time an SQA approved centre...*

*47. R1 admits this allegation on the basis that it was inadvertent.*

*48. Allegation 9(s) is proven by the following evidence:*

*(1) R1 gave a presentation entitled "The Practising Conveyancer Legal Diploma"*

*(2) Logos at the bottom and in the title of the slides stated "SQA Approved Centre"*

*Allegation 11*

*11. On various dates after 21 April 2021, you facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to breach clause 5.1.14 of the 'Department for Education Apprenticeships-Provider Agreement' requiring training providers to "notify the ESFA in writing within 5 Working Days if it or Training Provider Related Party is subject to remedial and/or enforcement action by an Awarding Organisation".*

*49. This allegation is admitted. It is not necessary, given the admissions, for the panel to determine why R1 facilitated or allowed this clause to be breached.*

Allegation 12

12. In the academic year 2021/2022, you facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy, which from 21 April 2021 did not have awarding organisation accreditation, to:

...

b. have:

i. 19 learners registered for the licensed conveyancer apprenticeship standard at L6 (ST0101);

ii. 110 learners registered for the conveyancing technician apprenticeship standard at L4 (ST0100);

iii. 122 learners from Cardiff and Vale College enrolled on a Level 3 course;

iv. 51 learners from Cardiff and Vale College enrolled on L4 and 6 courses collectively;

c. purport to continue delivering these English Government training programs to existing learners and recruited new learners without them, or their employers and sponsors being told that Optimum Training Solutions Limited (previously Convey365 Limited) were not accredited to deliver the SQA accredited qualification that they were working towards.

50. This allegation is admitted. The numbers of learners referred to at allegation 12(b)(i) and (ii) are confirmed by the correspondence from ESFA to R1 dated 22 February 2022. The numbers of learners referred to at allegation 12(b)(iii) and (iv) are confirmed in the witness statement of James Scorey.

Allegation 14

14. Facilitated or otherwise allowed The Centre / Optimum Training Solutions Limited / The Conveyancing Academy to breach clause 3(g)(viii) of Schedule 1 of its agreement with Cardiff and Vale College which provided: "Partners inform CAVC of any malpractice allegations related to staff or learners within 24 hours of becoming aware."

51. R1 admits this allegation. It is evidenced by §16 of James Scorey's witness statement. It is not necessary, given the admissions, for the panel to determine why R1 facilitated or allowed this clause to be breached.

Allegation 15

15. Having regard to the matters in paragraph 5 and 6, your conduct in any or all of paragraphs 7(d) – (f), and 12(c) was:

- a. dishonest;
- b. lacking in integrity; and/or
- c. reckless.

52. The test for dishonesty is that set out in *Ivey v Genting Casinos* [2017] UKSC 67. There are two stages – first ascertain the subject’s actual state of knowledge and belief; secondly, ask whether his conduct was honest or dishonest applying the standards of ordinary decent people.

53. From 21 April 2021 R1 understood that the Centre had been suspended by the SQA and he could not offer L4 or L6 Diplomas or tell others that the Centre was SQA approved. In those circumstances, it was, after 21 April 2021, dishonest for him to allow others to believe (whether by making a representation or by failing to alert them to the Centre’s loss of SQA approval) that the Centre was SQA approved and/or could provide L4 or L6 Diplomas.

54. The following are specific examples of dishonest communications which R1 was responsible for, in relation to learners, employers and funders:

- (1) On 7 June 2021 R1 told R2 to tell students that their marks await ‘formal qualification’ from the SQA ‘which will be provided later’. On 10 September 2021 R1 told R2 to tell students that results needed ‘to be approved’ by the SQA which was a ‘formality’. On 2 November 2021 R1 told R2 to release results to learners with the caveat that they were ‘subject to SQA approval’. These messages were passed on to students by R2. These communications were deliberately misleading. R1 knew, at the time of drafting or directing these emails, that the Centre did not have permission to offer SQA qualifications or otherwise act in a manner ‘likely to create the impression that the centre is permitted to present candidates for such qualifications’ and might never again have such permission. He had no basis for suggesting that the SQA would ever approve the exams that students took, while the Centre was suspended. He also had no basis for suggesting that such approval was a ‘formality’.

(2) *On 8 February 2022 R1 drafted an email which begins ‘We are writing in response to a number of alarmist messages’ for others at the Centre to distribute. This message was later passed to learners and employers, including Rose Davies, Maxine Murray and Simon Hawkins This email was deliberately misleading in that:*

*i. It implied that the Centre voluntary decided to stop doing SQA L4 and L6. It deliberately concealed the truth that the SQA had taken away the Centre’s right to do so as a result of the Centre’s malpractice;*

(3) *On 7 March 2022 R1 gave instructions to staff to mislead students and employers that the Centre voluntary decided not to continue with L4 and L6, because they were too academic.*

55. *In addition to being dishonest, the actions above demonstrated a lack of integrity. The public and the profession would expect a licensed conveyancer to be open and honest with learners, employers and government agencies with whom they contract about the ability of their educational centre to provide the courses the students have enrolled for.*

56. *In addition, the actions above were reckless. From the moment the Centre was suspended, R1 must have known that SQA approval might never be restored. If students, employers and funders were not told about that suspension, there was a risk that they would be seriously inconvenienced (e.g. wasting months at an unapproved institution) and/or that significant public money might be lost or unavailable for its proper purpose for a significant period. R1 deliberately took that risk.*

57. *For all these reasons, the conduct admitted and referred to in this allegation breached overriding principle 1 of the CLC Code of Conduct.*

#### Allegation 16

16. *On various dates after 21 April 2021, you:*

...

*b. stated that you had been informed by SQA that you were not able to disclose information concerning its investigation.*

58. *RI provided some information to the CLC about the SQA but withheld other information. RI has explained that lack of disclosure on the basis that the SQA had informed him he must keep the investigation confidential. Given the admissions, it is not necessary for the panel to resolve any dispute between the parties about whether RI should have provided further information to the CLC.*

### **(3) THE UNAGREED MITIGATION**

59. *The First Respondent accepts that the appropriate sanction is permanent disqualification. He further accepts that he should take responsibility for the misleading communications he directed the Second Respondent to send. None of the mitigation he sets out below is advanced in order to seek a lesser sanction than permanent disqualification.*

60. *The following points are advanced by way of mitigation on behalf of the First Respondent but their inclusion in this document does not amount to adoption or endorsement of such points by the CLC. The Respondent:*

(1) *Was given no prior notice by the SQA of the suspension, before the email of 14 April 2021, no right to make any representations about it, no guidance as to what was or was not permitted under the suspension, no guidance as to how to implement the suspension, and no updates as to how long the investigation would take. There was a lack of clarity within the contract with the SQA as to the status, terms, and effect of the suspension.*

(2) *Was told by SQA not to discuss the investigation with anybody. He understood from this that he was unable to tell students about the fact of the suspension. He had a contractual obligation to act generally in accordance with the SQA.*

(3) *At all material times, believed that within a reasonable period of time the investigation would be closed, the suspension lifted, and students able to resume their studies.*

- (4) *Was also of the view that informing students of the SQA suspension would breach the confidentiality obligation to the SQA he believed he was under.*
- (5) *In the circumstances, believed that the least disruptive course for students would be to progress their studies. He believed that, in continuing to provide the courses, he was acting in the best interests of students.*
- (6) *Cooperated promptly and fully with the SQA's investigation.*
- (7) *Once the SQA investigation had concluded, sought to find alternative solutions for the students, including by seeking other institutions that would take them on, trying to transfer their funding to those institutions, and seeking recognition for the work they had already done through the Conveyancing Academy.*
- (8) *Never touched any of funding the Conveyancing Academy received once the suspension took effect. He also arranged for every penny of those funds to be repaid, even in respect of courses which had been legitimately delivered under the approval of the SQA. There was no financial gain.*
- (9) *Accepts full responsibility for the conduct of the Second Respondent.*
- (10) *Believed at the time that he was acting in the best interests of students, and not dishonestly. He nevertheless acknowledges and accepts that his subjective views about his own conduct are not the relevant test for deciding dishonesty.*
- (11) *Notwithstanding all of the above, gives his unreserved apology to the students, their employers, the CLC, and the profession generally, for the impact that he recognises these matters have had upon them.*

#### **(4) THE AGREED OUTCOME**

61. *The First Respondent admits the allegations, set out above, and agrees –*

- (1) *That he should be permanently disqualified from holding a licence.*
- (2) *To pay a contribution towards the CLC's costs of the proceedings against him and the Second Respondent, in the terms set out in the accompanying Consent Order.*

## **(5) CONCLUSION**

62. *The CLC and the First Respondent consider that in light of the admissions and agreed facts set out above and taking due account of the mitigation put forward by the First Respondent, the proposed outcome represents a proportionate resolution of the matter, which is in the public interest."*

## **PANEL'S FINDING AND SANCTION**

63. The panel therefore found that the First Respondent John Lloyd Davies' actions amounted to misconduct.
64. The sanction imposed was one of permanent disqualification, the panel agreeing that there was no other sanction which would adequately meet the seriousness of the misconduct admitted and found proved, and particularly the dishonesty findings. The panel was satisfied this was a proportionate sanction, noting the agreement of the First Respondent to the sanction being imposed.

## **COSTS**

65. By agreement, the panel orders the First Respondent to pay a contribution to the Applicant's costs in bringing these proceedings, in the sum of £175,000.

**ADJUDICATION PANEL**

**3 February 2025**

**Victoria Goodfellow (Chair)**

**Gillian Seager (lay member)**

**Carolyn Evans (professional member, co-opted)**