

Bryan Hunt

Employee

7005821

[Agreement Date: 2 June 2023](#)

Decision - Agreement

Outcome: Regulatory issue agreement

Outcome date: 2 June 2023

Published date: 5 June 2023

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Schofield Sweeney LLP

Address(es): Church Bank House, Church Bank, Bradford, BD1 4DY

Firm ID: 371175

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome

1.1 Mr Bryan Hunt (Mr Hunt), a former employee of Schofield Sweeney LLP (the firm), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- i. he is rebuked
- ii. to the publication of this agreement
- iii. he will pay the costs of the investigation of £300.

2. Summary of Facts

2.1 Mr Hunt was employed at the firm for 21 years up until April 2022 as a Private Client Executive. As part of his role, he worked on Deputyship and Court of Protection matters, including the three files affected by the issues considered by this investigation. Part of this role required Mr Hunt to raise regular invoices on the relevant files to reflect the fees being charged by the firm. He was also required to submit these invoices to the

Senior Courts Cost Office (SCCO) for assessment annually. Where the SCCO disallowed any fees charged, he was to ensure these were repaid to the client.

2.2 Between 2017 and 2021, Mr Hunt, on five instances across three Deputyship files, raised interim bills which exceeded the amounts subsequently allowed on detailed assessment by the SCCO. A total amount of £59,484.20 was charged in circumstances where the requirement to submit the file for detailed assessment had not taken place.

2.3 Mr Hunt failed to ensure the disallowed fees were paid back to the client in a timely manner and as a result, was unable to submit Final Costs Certificates to the Office of the Public Guardian (OPG).

2.4 Within an exchange of emails between Mr Hunt and the OPG between August 2020 and March 2021, the OPG identified an error with the firm's billing on one of the files. Mr Hunt agreed with the OPG that the excess monies would be paid by 12 April 2021. Mr Hunt emailed the OPG on 25 March 2021 stating: 'wish to confirm that I will deal with the re-payment of funds due to [client] as a result of receiving the Final Costs Certificate last week'. This work was not completed by Mr Hunt. By confirming he would take a specific action, Mr Hunt provided an undertaking to the OPG and then failed to comply with it.

2.5 Towards the end of 2021, Mr Hunt had an extended absence from work. A specialist Court of Protection employee was employed by the firm around the same time and the three files this investigation relates to, were transferred to them. It was during their review of these files that the issues came to light. The firm submitted a report to the SRA on 18 March 2022.

3. Admissions

3.1 Mr Hunt makes the following admissions which the SRA accepts: that by virtue of his conduct, he breached:

- i. Paragraph 1.3 of the Code of Conduct for Firms which says: 'You perform all undertakings given by you and do so within an agreed timescale or if no timescale has been agreed then within a reasonable amount of time'.
- ii. Principle 2 of the SRA Principles which says: 'You act in a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons'.
- iii. Principle 7 of the SRA Principles which says: 'You act in the best interests of each client'.

4. Why a written rebuke is an appropriate outcome

4.1 The SRA's Enforcement Strategy sets out its approach to the use of its enforcement powers where there has been a failure to meet its standards or requirements.

4.2 When considering the appropriate sanctions and controls in this matter, the SRA has taken into account the admissions made by Mr Hunt and the following mitigation which he has put forward:

- i. he experienced a number of difficulties in his personal life which were exacerbated by the Coronavirus Pandemic.
- ii. he has shown insight and remorse for his actions and co-operated fully with this investigation.

4.3 The SRA considers that a written rebuke is the appropriate outcome because:

- i. Mr Hunt was directly responsible for his conduct.
- ii. there has been no lasting significant harm to consumers or third parties as the firm have taken steps to correct the position.
- iii. a public sanction is required to uphold public trust and confidence in the delivery of legal services.

5. Publication

5.1 The SRA considers it appropriate that this agreement is published in the interests of transparency in the regulatory and disciplinary process. Mr Hunt agrees to the publication of this agreement.

6. Acting in a way which is inconsistent with this agreement

6.1 Mr Hunt agrees that he will not deny the admissions made in this agreement or act in any way which is inconsistent with it.

6.2 If Mr Hunt denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which is subject to this agreement may be considered further by the SRA. That may result in a disciplinary outcome or a referral to the Solicitors Disciplinary Tribunal on the original facts and allegations.

6.3 Denying the admissions made or acting in a way which is inconsistent with this agreement may also constitute a separate breach of principles 2 and 5 of the Principles.

7. Costs

7.1 Mr Hunt agrees to pay the costs of the SRA's investigation in the sum of £300. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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