

# **Gareth Williams**

## **Solicitor**

### **081752**

**[Agreement Date: 21 August 2024](#)**

## **Decision - Agreement**

Outcome: Regulatory settlement agreement

Outcome date: 21 August 2024

Published date: 2 September 2024

## **Firm details**

### **Firm or organisation at time of matters giving rise to outcome**

Name: Gareth Williams Solicitors

Address(es): Suite One, Hind Street, Birkenhead, CH41 5DA.

Firm ID: 437611

### **Firm or organisation at date of publication**

Name: KLS Law

Address(es): Lawshield House, Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL.

Firm ID: 496029

## **Outcome details**

This outcome was reached by agreement.

### **Decision details**

#### **1. Agreed outcome**

1.1 Gareth Walford Williams ('Mr Williams'), a solicitor at KLS Law Ltd, agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. he is rebuked
- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £600.

## **2. Summary of Facts**

2.1 A report was received from the Professional Indemnity Insurance Team at the SRA that Mr Williams' former firm, Gareth Williams Solicitors ('the Firm'), had continued to trade without professional indemnity insurance and had failed to close before the expiry of the Extended Policy Period ('EPP').

2.2 The Firm had professional indemnity insurance for the policy period from 01 October 2021 to 30 September 2022. After 30 September 2022 the Firm entered the 90-day EPP and had to close before 29 December 2022 if appropriate indemnity insurance could not be obtained during the EPP.

2.3 Mr Williams failed to obtain the necessary insurance and did not close the Firm by 29 December 2022, and continued to deal with two live client matters after this date. He also received seven payments of damages into the firm's client account totalling £21,269.24. These payments related to four separate client matters.

2.4 The two client matters and all client account monies were subsequently dealt with and the firm was finally closed on 22 March 2023.

## **3. Admissions**

3.1 Mr Williams makes the following admissions which the SRA accepts:

- a. That he failed to close the Firm before the expiry of the EPP on 29 December 2022.
- b. That he dealt with two live client matters and client monies after the 29 December 2022 when there was no professional indemnity insurance in place at the Firm.
- c. He therefore failed to act in a way that upholds the public trust and confidence in the solicitors' profession and in legal services provided by authorised persons and in doing so he was in breach of Principle 2 of the SRA Principles 2019.
- d. His failure to obtain qualifying indemnity insurance resulted in him breaching Rules 2.1, 2.2, 2.3 and 2.4 of the SRA Indemnity Insurance Rules 2019 and Paragraph 5.6 of the SRA Code of Conduct for Solicitors, RELs and RFLs 2019 which provide that qualifying insurance must be taken out and maintained.

## **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 Williams and the following mitigation which he has put forward:

1. He wrongly believed that the run-off cover which the firm had obtained would allow him to deal with live client files and monies after 29 December 2022.
2. The breaches which occurred were for a limited period of time and there were no adverse consequences for clients.
3. He has co-operated with the SRA throughout the investigation.
4. He has indicated that he intends to retire soon and there is a low risk of repetition

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

- a. Mr Williams conduct was serious and resulted in him operating his firm without professional indemnity insurance. The trust that the public places in solicitors and the provision of legal services would be undermined if they became aware that a solicitor continued to operate a firm without professional indemnity insurance.
- b. Mr Williams was an experienced solicitor and should have known that he was unable to deal with live client matters and client monies after the expiry of the EPP.
- c. Mr Williams actions in operating the Firm without professional indemnity insurance could have resulted in financial detriment and adverse impact to clients.
- d. A rebuke is appropriate to maintain professional standards because Mr Williams conduct was serious, and any lesser sanction would not provide a credible deterrent to Mr Williams and others.

## **5. Publication**

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

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

6.1 Mr Williams 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 Williams 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 and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

## **7. Costs**

7.1 Mr Williams agrees to pay the costs of the SRA's investigation in the sum of £600. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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