

# **Alistair Ward Davies**

## **Employee**

### **299214**

[Employee-related decision Date: 27 April 2025](#)

## **Decision - Employee-related decision**

Outcome: Control of non-qualified staff (Section 43 / Section 99 order)

Outcome date: 27 April 2025

Published date: 1 April 2025

## **Firm details**

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

Name: V.E. White & Co

Address(es): 10 Parkwood Green Rainham GILLINGHAM ME8 9PN England

Firm ID: 438385

## **Outcome details**

This outcome was reached by SRA decision.

### **Decision details**

1. To make a section 43 order that with effect from 27 March 2025:
  - i. no solicitor shall employ or remunerate him in connection with his/her practice as a solicitor;
  - ii. no employee of a solicitor shall employ or remunerate him in connection with the solicitor's practice;
  - iii. no recognised body shall employ or remunerate him;
  - iv. no manager or employee of a recognised body shall employ or remunerate him in connection with the business of that body;
  - v. no recognised body or manager or employee of such a body shall permit him to be a manager of the body; and
  - vi. no recognised body or manager or employee of such a body shall permit him to have an interest in the body, except in accordance with the SRA's prior written permission.
- 1.2 The section 43 order in respect of Mr Ward Davies shall be published.

1.3 Mr Ward Davies is ordered to pay the sum of £1,350 in relation to the SRA's costs of investigating this matter.

### **Reasons/basis**

#### **Findings - Allegation 1**

6.1 It is accepted by Mr Ward Davies that he did not disclose the caution.

6.2 However, his position is that he did not believe he was required to do so at the point of signing the agreement and therefore, by signing the agreement without disclosing the caution, he had not provided false or misleading information.

6.3 Mr Ward Davies does not claim not to have read the terms of the agreement or been unaware of them. Clause 12.3.11 is very plainly worded. There is no ambiguity that it was a condition of Mr Ward Davies signing the agreement that had disclosed any matter which might affect Janet Sinden & Co's decision to enter into the agreement.

6.4 I do not find it credible that Mr Ward Davies could have thought that receipt of the caution was not something which might impact Janet Sinden & Co's decision to enter into the settlement agreement. This is particularly so having regard to: 6.4.1 The agreement involving the payment to him of £17,898.57;

- i. The complainant in respect of which the caution was issued being a client of Janet Sinden & Co;
- ii. The caution having been issued less than four months prior to the signing of the agreement and whilst he was an employee of the firm.

6.5 In those circumstances, I find on the balance of probabilities that Mr Ward Davies:

1. Failed to disclose the caution;
2. Would have understood that clause 12.3.11 required him to disclose anything which might impact upon Janet Sinden & Co's decision to enter into the agreement;
3. Would have considered that receipt of a caution less than four months prior to signing the agreement, whilst an employee of the firm, the complainant of which was a client of the firm, would be a matter which might affect Janet Sinden & Co's decision enter into an agreement to pay him £17,898.57; and
4. By signing the agreement, in which he undertook to have disclosed any matters falling within clause 12.3.11, without disclosing the caution, he provided misleading and false information.

#### **Findings - Allegation 2**



6.6 Mr Ward Davies accepts denying having received a caution in emails to Mr Bean on 28 February and 19 March 2024, but states following receipt of the Basic DBS Certificate he believed he had not received a caution.

6.7 Having seen a copy of the caution, I find it is not credible that following receipt of the DBS certificate Mr Ward Davies believed he had not in fact received a caution. I reach that conclusion, having regard to the following factors:

- i. The caution is clearly titled on both the second and third pages, in bold, in block capitals: 'RECORD OF CAUTION';
- ii. The caution is signed by Mr Ward Davies;
- iii. The declaration accompanying the signature confirms that he agreed "to be cautioned";
- iv. As a regulated individual, it is inconceivable that Mr Ward Davies would not have understood the disposal he was receiving at the point of signing;
- v. The fourth page of the caution is titled, in bold, in block capitals, 'IMPLICATIONS OF RECEIVING A SIMPLE CAUTION' - again reiterating that the disposal was a caution;
- vi. Paragraph 6 of those implications is clear that that caution would be disclosed on a Standard of Enhanced DBS check, thereby undermining Mr Ward Davies position that he thought because the caution did not appear on a Basic DBS check that he had not in fact received a caution.

6.8 I therefore find that Mr Ward Davies denied having received a caution on 28 February and 19 March 2024 and that those denials were false and misleading.

### **Dishonesty**

6.9 It was clear from the notice sent to Mr Ward Davies in that his conduct was alleged to be dishonest and that he denies acting dishonestly.

6.10 The test for dishonesty is set out above. In short, I must establish Mr Ward Davies' genuine knowledge and belief at the relevant time, before considering whether ordinary, decent people would consider that behaviour was dishonest.

6.11 In respect of allegation 1, I have found that Mr Ward Davies signed the agreement knowing that clause 12.3.11 required disclosure of the caution and that he failed to do so. Ordinary decent people would consider that failure, particularly in circumstances resulting in a financial gain of £17,898.57, to be dishonest.

6.12 In respect of allegation 2, I have found that Mr Ward Davies denied having received a caution on two occasions knowing that to be untrue.

Ordinary decent people would consider that failure, particularly when the questions were being asked by an employer who had paid £17,898.57 and may not have done so had the employee disclosed receipt of a caution concerning a client of the firm, to be dishonest.

### **Integrity**

6.13 The notice states: "Mr Ward Davies actions also raise concerns around his integrity."

6.14 I remind myself of *Wingate and another v SRA and Malins* [2018] EWCA Civ 3666 and the judgment of Lord Justice Jackson: "Integrity is a broader concept than dishonesty. In professional codes of conduct the term 'integrity' is a useful shorthand to express the higher standards which society expects from professional persons and which the professions expect from their own members."

6.15 In this case, it clearly follows from the findings I have made in respect of allegations 1 and 2, and that Mr Ward Davies' conduct in respect of those allegations was dishonest, that he has not met the standards society would expect from a person working in the legal profession and has thereby failed to act with integrity.

### **Other information**

#### **Findings - Allegation 1**

3.1 I find that Mr Ward Davies failed to disclose the caution to Janet Sinden & Co before signing the settlement agreement dated 17 June 2022. That agreement required Mr Ward Davies to confirm that he had made the firm aware of anything which might affect its decision to enter into the agreement, and, by signing the agreement without disclosing the caution, he thereby provided false and misleading information.

#### **Findings - Allegation 2**

3.2 I find that Mr Ward Davies provided false and misleading information to Mr Bean by email on 28 February 2024 and 19 March 2024 in that he denied having received a caution and knew that not to be the case.

3.3 In respect of both allegations 1 and 2, I find Mr Ward Davies' conduct was dishonest

3.4 By virtue of the above, it is undesirable for Mr Ward Davies to be involved in a legal practice without the SRA's prior written consent

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