



Philip Harris

Employee

669272

[Agreement Date: 31 July 2023](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 31 July 2023

Published date: 7 August 2023

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Gough Thorne LLP

Address(es): Suite D, 224 Regency Court, Upper Fifth Street, Milton Keynes, MK9 2HR

Firm ID: 622108

Outcome details

This outcome was reached by agreement.

Decision details

1. Agreed outcome

1.1 Philip Harris (Mr Harris), a former employee of Gough Thorne LLP (the Firm), agrees to the following outcome to the investigation of his conduct by the Solicitors Regulation Authority (SRA):

- a. to the SRA making an order under section 43 of the Solicitors Act 1974 (a section 43 order) in relation to Mr Harris that, from the date of this agreement:
 - i. no solicitor shall employ or remunerate him in connection with their 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
- vi. no recognised body or manager or employee of such body shall permit him to have an interest in the body except in accordance with the SRA's prior permission
- b. to the publication of this agreement
- c. he will pay the costs of the investigation of £675.

2. Summary of facts

2.1 Mr Harris is a Licensed Conveyancer regulated by the Council for Licensed Conveyancers (CLC). Mr Harris joined the Firm on 1 May 2020 as a member of the LLP. Between 2 August 2021 and 20 December 2021, he was employed by the Firm as a Salaried Partner.

2.2 The Firm regularly audited its files. An audit identified nine occasions between February and October 2021 where Mr Harris had provided clients with his personal bank account details for payment in relation to work he had completed on behalf of the Firm.

Client A

2.3 On 3 February 2021, Mr Harris informed client A that he would reduce costs from £480 to £200 if the client could pay him directly. Mr Harris provided the client with his personal bank details and received payment into his personal bank account.

Client B

2.4 On 5 February 2021, Mr Harris informed client B that he would reduce costs from £500 to £300 if the client could pay him directly. Mr Harris provided the client with his personal bank details and received payment into his personal bank account.

Client C

2.5 On 28 February 2021, Mr Harris provided client C with an invoice and informed them that the costs had been discounted quite heavily. He provided the client with his personal bank details and received payment into his personal bank account.

Client D

2.6 On 17 June 2021, Mr Harris provided client D with his personal bank details and advised the client that payment should be made to this bank account. The client made the payment to Mr Harris' personal bank account.



Client E

2.7 On 9 July 2021, Mr Harris provided client E with his personal bank details on the Firm's headed paper for money owed to the Firm. Mr Harris advised the client to make payment into this account. The client made the payment to Mr Harris' personal bank account.

Client F

2.8 On 7 September 2021, Mr Harris provided client F with his personal bank details on the Firm's headed paper for money owed to the Firm. Mr Harris advised the client to make payment into this account. The client made the payment to Mr Harris' personal bank account.

Client G

2.9 On 24 September 2021, Mr Harris provided client G with his personal bank details on the Firm's headed paper for money owed to the Firm. Mr Harris advised the client to make payment into this account. The client made the payment to Mr Harris' personal bank account.

Client H

2.10 On 30 September 2021, Mr Harris provided client H with his personal bank details on the Firm's headed paper. Mr Harris advised the client to make payment into this account. The client made the payment to Mr Harris' personal bank account.

Client I

2.11 On 13 October 2021, Mr Harris provided client I with his personal bank details on the Firm's headed paper. Mr Harris advised the client to make payment into this account. The client made the payment to Mr Harris' personal bank account.

2.12 The Firm reported their concerns to the SRA on 15 December 2021. Following an internal investigation conducted by the Firm, Mr Harris was dismissed on 20 December 2021.

3. Admissions

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

- a. he provided clients with his personal bank account details and received payments into his personal bank account for work he completed on behalf of the Firm
- b. the conduct was repeated on nine separate occasions between February and October 2021



- c. his conduct set out above was dishonest
- d. as a result of his actions in relation to legal practice, he has been involved in conduct which is of such a nature that it is undesirable for him to be involved in legal practice.

4. Why a section 43 order is appropriate

4.1 The SRA's Enforcement Strategy and its guidance on how it regulates non-authorised persons, sets out its approach to using section 43 orders to control where a non-authorised person can work.

4.2 When considering whether a section 43 order is appropriate in this matter, the SRA has taken into account the admissions made by Mr Harris and the following mitigation which he has put forward:

- a. Mr Harris has admitted the facts of the allegations to the SRA and cooperated with its investigation.
- b. Mr Harris has returned the monies owed to the Firm.

4.3 The SRA and Mr Harris agree that a section 43 order is appropriate because:

- a. Mr Harris is not a solicitor
- b. his employment or remuneration at the Firm means that he was involved in a legal practice
- c. by providing clients with his personal bank details for work he completed on behalf of the Firm, Mr Harris has occasioned or been party to an act or default in relation to a legal practice
- d. Mr Harris' conduct in relation to that act or default makes it undesirable for him to be involved in a legal practice.

4.4 Mr Harris' conduct makes it undesirable for him to be involved in a legal practice because he has behaved dishonestly and his conduct lacks integrity. Mr Harris has demonstrated a concerning pattern of behaviour. This conduct was not isolated as it has been repeated on nine separate occasions. If Mr Harris continued to work in a legal practice, there is a serious risk this conduct might occur again. If such conduct were to be repeated in the future, it would pose a risk to client money and clients and/or the legal practice could be disadvantaged.

5. Publication

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

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

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

7. Costs

7.1 Mr Harris agrees to pay the costs of the SRA's investigation in the sum of £675. Such costs are due within 28 days of a statement of costs due being issued by the SRA.

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