

Jane Thirza Moir

Solicitor

137539

[Agreement Date: 22 December 2023](#)

Decision - Agreement

Outcome: Regulatory settlement agreement

Outcome date: 22 December 2023

Published date: 4 January 2024

Firm details

Firm or organisation at time of matters giving rise to outcome

Name: Goodwin Cowley Limited

Address(es): 3 Regent Road, Lowestoft NR32 1PA

Firm ID: 625912

Outcome details

This outcome was reached by agreement.

Decision details

1. Jane Thirza Moir (SRA ID: 137539) ('Ms Moir'), a solicitor and former employee of Goodwin Cowley Limited (SRA ID: 625912) ('the Firm'), agrees to the following outcomes of the investigation into her professional conduct by the Solicitors Regulation Authority Limited ('SRA') under reference number RGC-000012715:

- i. that she is fined £768.00;
- ii. that she pays costs to the SRA in the sum of £4,000.00; and
- iii. the publication of this Regulatory Settlement Agreement ('the Agreement').

Background

2. On 22 July 2021, Ms Moir made a self-report to the SRA regarding various breaches which she said were unintentional. Ms Moir stated:

2.1. 'I conducted legal matters from home without professional indemnity insurance under the belief that if I made no charge for my legal services



and advised the clients that I have no professional indemnity insurance, it was permissible to act for them because they were close family friends or friends of close family friends. I found out two days ago this is incorrect as a result of a change in the rules and have endeavoured to obtain insurance retrospectively. I am unable to do so, having contacted Imperial who confirmed that I needed a minimum fee income of £22,000.00 or projected fee income of that amount and could not cover me retrospectively in any event.

2.2. During the covid 19 pandemic whilst working from home and subsequently I have conducted several conveyancing matters for friends where client monies were received in breach of accounts rules in accounts over which I had personal control but which were not designated client accounts.

2.3. Upon commencing employment with Goodwin Cowley in March 2021, submitting AP1s in the above matters giving my details as Goodwin Cowley reference JTM or similar when the clients were not clients of Goodwin Cowley in the erroneous belief that as I was now employed at Goodwin Cowley it would have been wrong to submit the applications personally by post from my home'.

3. Ms Moir was the director and sole shareholder of Springbeck Properties Limited, a company which was described on Companies House records as undertaking the buying and selling of real estate.

Property 1 (Client A)

4. On 9 and 22 February 2021, Ms Moir received monies from her client into a business account in the name of Springbeck Properties Limited, which was not a client bank account in accordance with the SRA Accounts Rules 2019. The money was transferred to Goodwin Cowley's client account to complete the purchase, as they acted for the seller. Ms Moir did not advise her client that she did not have Professional Indemnity Insurance ('PI I') in place.

Property 2 (Client B and C)

5. Ms Moir was working for Goodwin Cowley at the time of this transaction. Documents in relation to the conveyancing transaction were sent to Ms Moir's home address and her personal email address. Deposit and completion monies were sent to Springbeck Properties Limited's bank account and paid out from this account. Ms Moir submitted an AP1 and CH1 to HM Land Registry which were in the name of Goodwin Cowley. She also used the Firm's key number. However, Client B and Client C were not clients of the Firm. The clients later confirmed that they were aware that Ms Moir did not have professional indemnity insurance in place.



Property 3 (Client C)

6. Client C borrowed £68,0000 from Ms Moir/Springbeck Properties Limited in 2019 to assist with the purchase of this property. There is no evidence that Ms Moir advised her client to seek independent legal advice before entering into the loan with Springbeck Properties Limited, nor is there any evidence that Ms Moir advised Client C that she did not have professional indemnity insurance, or that client money would not be held in a client account. Documents regarding this purchase were sent to Ms Moir's home address. Springbeck Properties Limited bank account details appeared on the completion statement.

Allegations

7. The SRA has made the following allegations which Ms Moir admits:

8. Allegation 1:

That by undertaking conveyancing work from home for clients on a private basis between August 2019 to July 2021 without having Professional Indemnity Insurance Ms Moir has:

- a. breached Principle 7 of the SRA Principles 2019; and
- b. failed to achieve Regulation 10.2 (b) (vi) of the SRA Authorisation of Individuals Regulations 2019.

9. Allegation 2:

That between 1 October 2019 to 29 June 2021 Ms Moir held or received client money where she failed to ensure such client money was held in a designated client account and in doing so she has:

- a. breached Principle 7 of the SRA Principles 2019 and Principle 4 of the SRA Principles 2011;
- b. breached rule 2.3 and 3.2 of the SRA Accounts Rules 2019 and rule 14.1 of the SRA Accounts Rules 2011;
- c. breached rule 3.2 of the SRA Accounts Rules 2019 and rule 13.3 of the SRA Accounts Rules 2011; and
- d. failed to achieve Regulation 10.2 (b) (vii) of the SRA Authorisation of Individuals Regulations 2019.

Admissions

10. The Respondent admits that between August 2019 to July 2021, which includes her period of employment at the Goodwin Cowley from 15 March 2021 to around June 2021:

10.1 She continued to act for family and friends without professional indemnity insurance from November 2019. Prior to this date, the rules



allowed her to act for family and friends without PII provided she did not accept remuneration. However, the position changed since November 2019 and she was not aware of the change. Thereafter, she admits she breached the rules by continuing to act for friends and family without PII.

10.2 She admits that she received monies from her 'clients' who were her family and friends, into an account which was not a designated client account, as per the SRA rules, and therefore she breached the relevant solicitors accounts rules.

11. In making the admissions above, the Respondent therefore admits, in respect of the above allegations, that she was in breach of the SRA's Standards and Regulations as set out above.

Why is a fine an appropriate outcome

12. 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.

13. In relation to Allegation 1 and 2, the allegations arise from the Respondent undertaking conveyancing work for family/friends in her personal capacity. As a result she has:

13.1 Acted without having a qualifying policy of professional indemnity insurance; and 13.2. Received client money into her personal account, therefore failing to ensure it was held in a designated client account.

14. The Respondent was acting under the mistaken belief that she was entitled to act for family and friends without PII provided she did not accept remuneration. Whilst this was previously the case, the position changed in November 2019 and she was not aware of the change coming into force. Thereafter she breached the rules by acting for family and friends without PII and in handling client money.

15. Whilst she of course ought to have ensured that she was informed of the rule change, this appears to be a genuine case of oversight rather than a lack of honesty or integrity.

16. The usual position in respect of a solicitor practising without insurance is that clients are put at considerable risk to which they are oblivious to and that decisions are being made by them on the understanding that the Firm would have had a policy of qualifying insurance. This is not the case here as there is evidence to demonstrate the Respondent informed those that she was acting for that she did not have insurance.

17. The Respondent was also not accepting remuneration for work that she undertook. It cannot therefore be inferred that she was putting her own interests above the interests of her client.



18. Nevertheless the nature of the allegation remains a serious one and demonstrates that:

18.1. The seriousness of the misconduct is such that a Rebuke is not a sufficient sanction or in all the circumstances appropriate;

18.2. There is a need to protect both the public and the reputation of the legal profession from future harm from the Respondent by imposing a fine, but;

18.3 Neither the protection of the public nor the protection of the reputation of the legal profession justifies suspension or striking off the Roll; and

18.4. Public confidence in the legal profession demands no lesser sanction.

19. In respect of the level of culpability of the Respondent:

19.1. The Respondent's actions were deliberate; and

19.2. The Respondent is an experienced solicitor who by her own admission failed to ensure compliance with the updated rules and regulation.

20. The harm caused by the Respondent was that:

20.1 Whilst there is no evidence of any harm to her clients, the failure of the Respondent to ensure she keeps up to date with changing rules and regulations creates a risk of harm to the public and the public's confidence in the reputation of the legal profession.

21. The aggravating factors are that:

21.1 The Respondent is an experienced solicitor with over 30 years of experience; and

21.2. The Respondent ought to have reasonably known that her conduct was in material breach of obligations to protect the public and the reputation of the legal profession.

22. The agreed mitigating factors are that:

22.1 The Respondent voluntarily notified the regulator of the facts and circumstances giving rise to misconduct;

22.2 The Respondent has engaged fully with the regulator throughout the course of the investigation;

22.3 The Respondent has admitted the alleged misconduct;

22.4 The misconduct was conducted over a relatively brief duration; and



22.5 The Respondent has a previously unblemished career.

23. The SRA considers that a fine is the appropriate outcome because the admitted conduct was serious but a referral to the Solicitors Disciplinary Tribunal is not necessary in order to maintain the public's trust in the profession or maintain the professional standards. A proportionate sanction can be provided with the SRA's internal powers.

Acting in a way which is inconsistent with this agreement

24. The Respondent agrees that she will not deny the admissions made in this agreement or act in any way that is inconsistent with it.

25. If the Respondent denies the admissions or acts in a way which is inconsistent with this agreement, the conduct which gave rise 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, concerns and allegations arising from the Notice dated 23 May 2023.

26.. Denying the admissions made or acting in a way that is inconsistent with this Agreement may also constitute a separate breach of Principles 1, 2 and 5 of the Principles contained within the SRA Standards and Regulations 2019 and paragraph 7.3 of the Code of Conduct for Solicitors, RELs and RFLs. Publication

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

Referral to Tribunal

28. By entering into this Agreement, the SRA confirms that the decision to refer the Respondent's conduct to the Solicitors Disciplinary Tribunal dated 20 July 2023 is overturned.

The date of this Agreement is 22 December 2023

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