

**Leadenhall Law Group Ltd**  
**The Union Building, Level 3, 51-59 Rose Lane,**  
**Norwich , NR1 1BY**  
**Recognised body**  
**443007**

[Sanction Date: 26 October 2023](#)

## **Decision - Sanction**

Outcome: Rebuke

Outcome date: 26 October 2023

Published date: 1 November 2023

## **Firm details**

No detail provided:

## **Outcome details**

This outcome was reached by SRA decision.

### **Decision details**

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

1.1 Leadenhall Law Group Ltd ('the Firm'), a recognised body agrees to the following outcome to the investigation of its conduct by the Solicitors Regulation Authority ('SRA'):

- a. it is rebuked
- b. to the publication of this agreement
- c. it will pay the costs of the investigation of £300.

#### **2. Summary of Facts**

2.1 The client instructed the Firm in connection with the purchase of a residential property in London. The Firm were also instructed to assist with a lease extension. However, the Firm acted for both the seller and buyer in this transaction and the client states they were not aware of this and terminated the retainer in March 2022.

2.2 The Firm confirmed that it acted for both parties, and it did consider if conflict could occur. The Firm stated that no negotiations were due to



take place, due to the property being sold at auction, and it had sufficient safeguards in place.

2.3 The Firm explained that 2 offices each handled a separate side of the sale – the seller's solicitor was situated in the Norwich office, and the buyer's solicitor was situated in the London office. Each office used separate and different case management systems; therefore, in their view, there was no risk of contamination or the fee earners acting on each side of the transaction being able to view the other party's file.

2.4 The Firm stated that the client must have been aware it acted for both parties, as it was stated in literature provided to them. However, they admit that the client never specifically agreed to this, but that they believe the client would have agreed had they asked them.

2.5 Paragraph 6.2 of the SRA Code of Conduct for Firms states that it is a requirement for firms to have obtained informed consent from both clients, but only if the firm had first satisfied itself that there was an exception applicable that allowed it to act for two or more clients in the same matter.

2.6 The Firm considered it had the necessary safeguards in place and considered it reasonable to act for both parties, however informed consent was not obtained from the client.

2.7 The Firm, who assumed that the client was aware and would have consented to the Firm acting for both clients, did not consider the need for informed consent being required.

### **3. Admissions**

3.1 The Firm makes the following admissions, which the SRA accepts:

- a. they have failed to act in the client's best interests and, therefore, have breached Principle 7 of the SRA Principles 2019, which states: 'You act in the best interests of each client.'
- b. they acted where there was either an actual or a significant risk of a conflict of interest between two clients and did not receive informed consent from the client and, therefore, have breached Paragraph 6.2 of the SRA Code of Conduct for Firms, which states: 'You do not act in relation to a matter or particular aspect of it if you have a conflict of interest or a significant risk of such a conflict in relation to that matter or aspect of it, unless:
  - a. the clients have a substantially common interest in relation to the matter or the aspect of it, as appropriate; or
  - b. the clients are competing for the same objective, and the conditions below are met, namely that:
    - i. all the clients have given informed consent, given or evidenced in writing, to you acting;



- ii. where appropriate, you put in place effective safeguards to protect your clients' confidential information; and
- iii. you are satisfied it is reasonable for you to act for all the clients.'

#### **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 the Firm and the following mitigation which it has put forward:

- a. the Firm have since changed their policy and will no longer act for both buyer and seller in a property transaction
- b. the Firm did refer to SRA guidance and considered it had sufficient safeguards in place to enable it to act for both parties and
- c. the Firm have cooperated fully with our investigation.

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

- a. the Firm did not obtain informed consent from the client, despite there being a requirement to obtain informed consent from all clients involved in a transaction
- b. they had direct control and responsibility for their conduct
- c. a public sanction is required to uphold public trust and confidence in the delivery of legal services by SRA regulated firms.

#### **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. The Firm agrees to the publication of this agreement.

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

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

6.2 If the Firm 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 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 3.2 of the Code of Conduct for Firms.

## **7. Costs**

7.1 The Firm 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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