

# Jonathan Edward Brinsden

## Solicitor

### 273350

*Agreement Date: 31 May 2022*

#### *Decision - Agreement*

Outcome: Regulatory settlement agreement

Outcome date: 31 May 2022

Published date: 8 June 2022

#### *Firm details*

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

Name: BDB Pitmans LLP

Address(es): One Bartholomew Close, London, EC1A 7BL

Firm ID: 448617

#### *Outcome details*

This outcome was reached by agreement.

#### *Decision details*

##### *1. Agreed outcome*

1.1 Mr Jonathan Brinsden, a practising solicitor and member of BDB Pitmans LLP, a recognised body and regulated by the Solicitors Regulation Authority (SRA), agrees to the following outcome to the investigation of his conduct specified below:

- a. He will pay a financial penalty in the sum of £2,000, pursuant to Rule 3.1(b) of the SRA Regulatory and Disciplinary Procedure Rules.
- b. the publication of this agreement, pursuant to Rule 9.2 of the SRA Regulatory and Disciplinary Procedure Rules.
- c. he will pay the costs of the investigation of £1,350, pursuant to Rule 10.1 and Schedule 1 of the SRA Regulatory and Disciplinary Procedure Rules.

#### *Reasons/basis*

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

2.1 Mr Brinsden carries out work related to the administration of charitable trusts. He offered the use of the firm's client account to conduct transactions for two charitable trusts until the clients' bank accounts could be opened between 2014 and 2016 (while he was in practice at Bircham Dyson Bell, prior to its merger with Pitmans Law in 2018 to form BDB Pitmans LLP). The amounts paid through the client account were USD\$118,085.00 for Client A and USD\$280,000 (multiple transactions in 2016) for client B.

### 3. *Admissions*

3.1 Mr Brinsden accepts and admits that the payments through the client account set out in paragraphs 2.1 were in breach of Rule 14.5 of the SRA Accounts Rules 2011 (applicable at the date of the transactions), which states 'you must not provide banking facilities through a client account'. Payments into, and transfers or withdrawals from, a client account must be in respect of instructions relating to an underlying legal transaction (and the funds arising therefrom) or to a service forming part of normal regulated activities.

3.2 Mr Brinsden accepts that there was no underlying legal transaction, as the receipt of the funds was for the clients' convenience.

and therefore he has:

3.3 Breached Principle 6 of the SRA Principles 2011 ('the Principles') which states you must 'you behave in a way that maintains the trust the public places in you and in the provision of legal services'.

3.4 By way of explanation, Mr Brinsden states that:

- a. this is an isolated incident and does not form a pattern of misconduct and will not happen again.
- b. on reflection he made a mistake, which he did purely out of convenience for the clients, owing to delays in establishing bank accounts for the clients.

### 4. *Why the agreed outcome is appropriate:*

4.1 The SRA considers, and Mr Brinsden accepts, that a financial penalty is appropriate following reference to the SRA Enforcement Strategy because:

- a. The breach is sufficiently serious and in contravention of an established understanding that a client account cannot be used as a banking facility.
- b. Mr Brinsden had direct control and responsibility the matter.
- c. the agreed outcome is a proportionate outcome in the public interest because the issuing of such a sanction is necessary



to maintain standards by highlighting the risks arising from the behaviour in question and deterring such repetition.

- d. there has been no evidence of lasting harm to consumers, or third parties, being caused by the admitted breach.
- e. there is a low risk of repetition.
- f. at the time, Mr Brinsden understood that the transactions fell outside Rule 14.5 (of the SRA Accounts Rules 2011) as they were part of his acting for charitable clients in connection with 'traditional work undertaken by solicitors'. As such his actions were neither deliberate nor reckless.
- g. Mr Brinsden has assisted the SRA throughout the investigation.
- h. Mr Brinsden did not financially benefit from the misconduct.

4.2 In deciding the level of the financial penalty, agreed at £2,000, reference is made to the SRA's Approach to Settling an Appropriate Financial Penalty (issued 13 August 2013 and updated on 25 November 2019).

Following the three-step fining process, the SRA has determined the following:

- a. Step 1(a) – assessing the seriousness of the misconduct:

Nature of conduct score: Low/Medium = nature score of 1.

Harm or risk of harm: Medium = impact score of 4.

- b. Step 1(b) – arriving at a broad penalty bracket:

Conduct band 'B', as a nature and impact scores total 5 (1+4), indicating a basic penalty of between £1,001 and £5,000.

- c. The SRA and Mr Brinsden agree the basic penalty be towards the middle of the band, because the breach was sufficiently serious, but the risk did not crystallise into causing harm to clients or the wider public interest.
- d. In determining the level of financial penalty of £2,000, the SRA has also taken into account of the mitigating factors listed, in sections 4.1.d, 4.1.e, 4.1.f, 4.1.g and 4.1.h.

## 5. Publication

5.1 Rule 9.2 of the SRA Regulatory and Disciplinary Procedure Rules states that any decision under Rule 3.1 or 3.2, including a Financial Penalty,

shall be published unless the particular circumstances outweigh the public interest in publication.

5.2 The SRA considers it appropriate that this agreement is published, as there are no circumstances that outweigh the public interest in publication, and it is in the interests of transparency in the regulatory and disciplinary process to do so.

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

6.1 Mr Brinsden agrees that he will not act in any way which is inconsistent with this agreement, such as by denying the admissions made in this Agreement or responsibility for the conduct referred to above. That may result in a further disciplinary sanction. Denying the admissions made or acting in a way which is inconsistent with this Agreement may also constitute a separate breach of Principles 1, 2 and 5 of the SRA Principles contained within the SRA Standards and Regulations 2019 (such SRA Principles having been in force since 25 November 2019).

#### *7. Costs*

Mr Brinsden agrees to pay costs of the SRA's investigation in the sum of £1,350. Such costs are due within 28 days of a statement of costs being issued by the SRA.

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