

Disciplinary Panel Hearing

Case of

Edward Webb [0000144364]

On

Monday 8 January - Tuesday 16 January 2024

Held Remotely via Teams

Panel

Mr. Nick Hawkins (Lay Chair)
Mrs. Jane Bishop (Lay Member)
Dr. Stephen Moore (Surveyor Member)

Legal Assessor

Mr. Tim Grey

Representatives for the parties

Mr. Ben Rich appeared on behalf of RICS

Mr. Edward Webb was present and represented himself

Hearing Officer

Mrs. Maria Choudhury-Rahman

Edward Webb appears before the RICS Disciplinary Panel in connection with the following allegations:-

The formal charge is:

1. On or around 28 March 2018, Edward Webb was:

(a) dishonest in that he told Penny Lane-Ridyard and/or Sandra Lane that he was a fully qualified and/or paid-up Member of RICS when he was not, and

knew that he was not, a fully-qualified and/or paid up Member of RICS but was a member of a class attached to RICS, namely a Student.

(b) lacked integrity in that he deliberately or recklessly misled Sandra Lane by:

(i) Not correcting Penny Lane-Ridyard when she told Sandra Lane that he was a member of RICS or words to that effect.

(ii) Not correcting Penny Lane-Ridyard when she told Aidan Ridyard that he was a member of RICS or words to that effect.

(iii) giving the impression by statements he made that his company had around nine members of staff and/or offices in three locations.

(iv) Not informing Penny Lane-Ridyard and/or Sandra Lane that his company, Oakley Blythe Ltd, had been dissolved by compulsory strike off on 6th March 2018.

Contrary to Rule 3 of the Rules of Conduct for Members 2007

He is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)

- 2. Edward Webb failed to act with integrity in that between 25 March 2018 and 31 October 2018, his Firm's website www.oakleyblythe.com, displayed the RICS logo when he knew, or ought to have known, that he was not entitled to use the logo.*

Contrary to Rule 3 of the Rules of Conduct for Members 2007

He is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)

- 3. Edward Webb failed to avoid a situation that was inconsistent with his professional obligations in that he continued to display the RICS logo on his Firm's website, www.oakleyblythe.com, after having been informed by RICS on*

or after 17 August 2018 that his Firm was not RICS registered and following requests to remove the RICS logo on 8 October 2018 and 30 October 2018.

Contrary to Rule 3 of the Rules of Conduct for Members 2007

He is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)

4. *Edward Webb failed to carry out his professional work with due skill, care and diligence in the preparation of a retrospective cost report dated 9th April 2018 (the report) for his clients, Sandra Lane and Penny Lane-Ridyard, in that:*
 - a. *The advice in the report was based on costs that were 10 years or more out of date;*
 - b. *He did not make any adjustments to the costs in (a) above by way of the indices provided by the Building Cost Information Service or equivalent to produce a value at or around the construction date;*
 - c. *He did not carry the costs in (a) above forward to a collection page to provide a clear understanding of the total value of the works if fully undertaken at the time of construction;*
 - d. *The following defective works were not costed on the same basis as the main work:*
 - i. *plumbing installations within Plot 3*
 - ii. *plumbing or mechanical services installations within Plot 4*
 - iii. *electrical installations or Communications within Plot 4;*
 - e. *He included costs for the following works that had not been carried out:*
 - i. *internal finishing items in plot 2 including decorative finishes, stairs and*

- ii. Newell posts, dormer windows, partitions, skirting, plastering and / or ceilings*
- iii. lead work flashings*
- iv. gable ladders or bargeboards ;*
- f. There is no mention in the report of what work was excluded as being defective;*
- g. There is no mention in the report of what the valuation of the works was if it had been fully completed;*
- h. The report does not contain any site measurements.*

Contrary to Rule 4 of the Rules of Conduct for Members 2007

He is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c)

5. *As a result of Edward Webb's conduct at (4) above, the service he provided did not properly address the needs of his clients in that:*
- a. the client would not have had a clear understanding of the total value of the works actually undertaken at the time of construction; and*
 - b. the client would not know of any adjustments made for the timing of the construction, defects and/or 'ruined' work.*

Contrary to Rule 5 of the Rules of Conduct for Members 2007

He is therefore liable to disciplinary action under RICS Bye-law 5.2.2(c).

Response

Mr. Webb denied all the Allegations.

Background

1. Mr Webb enrolled as a Student of RICS on 6th December 2010. Under Bye-Law 2.1.2 and Regulation 2.1.2(c) he became “attached” to RICS as a person in an “Attached Class.”
2. On 1 May 2018 RICS received a complaint about Mr Webb by email from Sandra Lane. She, with the help of her daughter Penny Lane-Ridyard (“the Clients”), had instructed Mr Webb in March 2018 to estimate the cost of works undertaken on a number of plots of land her family had once owned. They had a charge over the plots after transferring them to a builder for development. The work had been started in 2005 and the last work carried out had been in c.2008. It had never been completed, as the building firm involved had apparently run out of money.
3. Sandra Lane was in dispute with the builders for the return of the land and wanted to have an authoritative report estimating the cost of the work they had done, with a view to offering a financial settlement, thereby avoiding a court case. Alternatively she was willing to go to court using the report as part of her case.
4. At the request of Mrs. Lane, Penny Lane-Ridyard searched the web for a Quantity Surveyor and found a website at oakleyblythe.com which displayed the RICS logo. Oakley Blythe was Mr. Webb’s firm. Mrs. Lane-Ridyard rang Mr. Webb and asked him to assist. There followed email correspondence to arrange for Mr. Webb to attend the site, which he did on 28 March 2018.
5. During the visit Mr. Webb obtained relevant documents from Mrs. Lane-Ridyard. Mr. Webb attended a second site visit on 7 April 2018. Mrs. Lane-Ridyard sent further documents to Mr. Webb on 9 April 2018 and later that day Mr. Webb provided his Report (“the Report”). It was Mrs. Lane-Ridyard’s view that the Report was defective and she refused to pay Mr. Webb’s fees. He instigated legal action against her in the County Court for recovery of the fees. On 11th October 2018 the claim was dismissed.
6. Following receipt of the complaint RICS investigated. As part of that investigation RICS instructed an expert, Mr. David Cartwright, to assess whether or not the Report met the standards of work that would be expected of a reasonable and competent surveyor. He concluded that it did not.
7. The investigation also considered Mr. Webb’s use of the RICS logo on his firm’s website, as well as the representations and impressions Mr. Webb gave Mrs. Lane and Mrs. Lane-Ridyard as to the nature and extent of his business.

Hearing

8. The Panel was provided with extensive documentary evidence on behalf of RICS, including witness statements and exhibits from Mrs. Lane, Mrs. Lane-Ridyard and Mr. Ridyard, her husband. Each had made a statement in furtherance of the County Court proceedings and each had made further statements for these proceedings. The Panel was also provided with a witness statement from Francesca Richards a Lead Investigator within RICS. The Panel was also provided with an expert report from David Cartwright.
9. Whilst Mr. Webb had corresponded with RICS both in relation to these proceedings and prior to these proceedings, he had chosen not to provide a witness statement or exhibits. During the course of the hearing Mr. Webb did produce a RICS document concerning valuations.
10. The Panel heard oral evidence from the three lay witnesses, from Mrs. Richards and from Mr. Cartwright, as well as from Mr. Webb himself.

Closing Submissions

11. On behalf of RICS Mr. Rich submitted that all three of the lay witnesses had given cogent and reliable evidence and that in spite of at times hostile cross-examination they had been unshaken in their various accounts. He submitted those accounts were consistent throughout the various statements each had provided, whether for the County Court proceedings or in the RICS proceedings.
12. In so far as there were any inconsistencies those were minor matters, Mr. Rich submitted, and that the witness statements given closest in time to the incident were likely the most reliable accounts.
13. Mr. Rich further submitted that Mrs. Richards had been a straight forward and clear witness who had dealt head on with the questions asked of her by Mr. Webb.
14. He submitted that Mr. Cartwright too had been straight forward and clear in his evidence. Notwithstanding that, Mr. Rich reminded the Panel it was not obliged to accept his evidence simply because he was an expert. Mr. Rich noted that it had been suggested by Mr. Webb that Mr. Cartwright's evidence was of no significance because he hadn't checked the measurements and quantities Mr. Webb had taken. Mr. Rich submitted this was wrong and that Mr. Cartwright had been instructed to evaluate the quality of Mr. Webb's Report and the work he did in it, which could perfectly properly be done by reference to the Report itself, without an assessment of the accuracy of measurements and quantities.

15. In relation to Mr. Webb's use of the RICS logo on the Oakley Blythe website, Mr. Rich submitted that Mr. Webb's defence to those Allegations had shifted. In oral evidence he noted that Mr. Webb asserted he had bought licences that entitled him to use the logo, although Mr. Webb had produced no evidence to support such a contention. Moreover, Mr. Rich submitted that in spite of email correspondence with RICS on the topic Mr. Webb had never previously mentioned buying a licence or licences that entitled him to use the logo, in spite of direct questions from RICS as to why Mr. Webb had not removed the logo when asked to do so, or when told he was not entitled to display the logo. To the contrary, Mr. Rich submitted that in the correspondence Mr. Rich had sought to argue he was entitled to use the logo as he had a "RICS qualification" in quantity surveying, an argument that was fallacious, and that ultimately led Mr. Webb to removing the logo. That removal of the logo was, Mr. Rich submitted, evidence that he did not have licences as he had asserted in oral evidence.
16. Mr. Rich, further submitted that Mr. Webb's oral evidence had been generally unreliable and lacking in credibility. By way of example he submitted that in relation to his inclusion of a staircase in the Report for plot 2 when there was no staircase in plot 2, Mr. Webb's position initially was that it had been a mistake. However, he later appeared to alter that position and suggested there was or might have been a staircase on site not yet fitted. He suggested similar for the dormer windows.
17. Mr. Rich further submitted that in relation to the adjustment to costs back to 2005 - 2008 Mr. Webb had at no point in correspondence with the Lane-Ridyard, or in the County Court proceedings, said he'd used the NRM or equivalent to take prices back to 2008. The first time such an assertion had been made was in his oral evidence. Mr. Rich submitted that the Report itself shows no evidence of such use.
18. Mr. Rich gave further examples of what he submitted was Mr. Webb's unreliable and incredible account, specifically that he had provided a response to the Lane-Ridyard's suggesting it had been impossible for him to value certain items due to their condition. That was, Mr. Rich submitted wrong, because he had been asked to value how much it would have cost the builder to buy and install the particular item, not what its current value at 2018 might have been. Mr. Webb's response to his Clients as to estimates that might have been overestimates was similarly inconsistent Mr. Rich submitted.
19. In summary Mr. Rich submitted that Mr. Webb gave evidence with great confidence and that whilst it was difficult to tell if he was lying to escape culpability or whether he had convinced himself of the truth of his own lies, such a distinction was of little consequence. Either way Mr. Rich submitted that Mr. Webb was lying and could not be believed.
20. Mr. Rich then addressed each of the Allegations in turn. In relation to Allegation 1(a) he submitted that Mr. Webb accepted telling his clients he was a fully qualified paid up member of RICS. Mr. Rich submitted he was no such thing. First, he was a

Student which made him a member of an associated class not a full member and second Students do not pay a fee.

21. Mr. Rich submitted that when he spoke to and corresponded with his Clients, Mr. Webb knew he was not a member of RICS. He had become a Student in 2010. He had not changed that status in March 2018. His status changed to one of “Associate candidate” in May 2018. Moreover Mr. Webb had been told by RICS in 2011 that he was not a full member. Mr. Webb could not have believed at the time that he had paid membership fees because students don’t pay them. Mr. Rich submitted that Mr. Webb knew that his student status may cause clients not to instruct him, that he knew the Clients were specifically looking for a RICS registered quantity surveyor; that he knew he was not entitled to use the RICS logo because he was told that in 2011 and his status hadn’t altered since and that the reason Mr. Webb persisted in representing he was a fully paid up RICS member was because he wanted to get the job and knew or believed he would not if he told the truth about his RICS status. That, Mr. Rich submitted, was dishonest.
22. In relation to Allegation 1(b) Mr. Rich submitted that it was of little real importance whether the representation or omission the Panel was considering was made to Mrs. Lane or Mrs. Lane-Ridyard. All were operative on the mind of Mrs. Lane as the contracting party. In that regard he submitted that the evidence from Mrs. Lane-Ridyard was clear and cogent. She provided a clear account of what had been said to her by Mr. Webb and of what she had herself said to Mrs. Lane-Ridyard in her witness statement in the County Court proceedings. For her part Mrs. Lane had done the same in her statement signed on 19 September 2018, The evidence of neither had materially changed since. In relation to sub paras (i) and (ii) Mr. Rich submitted that in not correcting a mistaken impression given by Mrs. Lane-Ridyard to Mrs. Lane Mr. Webb had perpetuated his original deceit. It was of a piece with his original claim, his original claim was dishonest he’s hardly likely to correct it.
23. In relation to sub paras (iii) and (iv) Mr. Rich submitted that at the time Mr. Webb had no company. Oakley Blythe Ltd (“OBL”) had been dissolved. Oakley Blythe Quantity Surveyors Ltd (“OBQSL”) did not exist yet as it had not been incorporated. Mr. Rich submitted that Mr. Webb could not have contracted on behalf of either company because neither existed.
24. The OBL logo appearing on the invoice sent to Mrs. Lane gave her the impression that she was contracting with the company. Mr. Rich further submitted that Mr. Webb knew the company had been chosen because he had the logo on the website. The Clients had been entitled to know they were not dealing with a company. Mr. Webb could have told them the situation. However, he did not do so, Mr. Rich submitted, because if he had done so it would have been impossible for him to square that he was in a company regulated by RICS. It followed that not letting the Clients know who they were contracting with was a failure of integrity.

25. Mr. Rich submitted the same could be said for the company having offices in three places and the idea Mr. Webb had nine staff who would help him get about without a car.
26. In relation to Allegations 2 and 3, Mr. Rich submitted that Mr. Webb had no right to use the RICS logo and had been told so on 23 April by Mrs. Lane. Thereafter he was told by RICS he should not use the logo. Notwithstanding that notification it had taken Mr. Webb two-and-a-half months and constant badgering to get him to remove the logo from his website. Mr. Rich disputed Mr. Webb's assertion in oral evidence that the delay was due to the web-designer being slow and not making the required changes. Mr. Rich noted that Mr. Webb had provided no evidence for the claims.
27. In relation to Allegation 4 Mr. Rich submitted that the Report Mr. Webb provided didn't do what he was asked to do. The brief was simple - work out what the builder spent. Instead Mr. Webb had taken it upon himself to do something different. That is to try and find a lower figure than the actual costs by excluding works he regarded as defective and ruined, or for example pricing a softwood staircase but acknowledging a hardwood staircase was there. The Clients wanted the true figure to inform their offer to the builder to settle. It also had to be an estimate that was defensible in the High Court. How Mr. Webb's changes would be defensible in the High Court was not apparent to the witnesses and would, Mr. Rich submitted, not be apparent to anyone else.
28. In relation to Allegation 4(a) - (c) Mr. Rich submitted there was no indication in the Report that Mr. Webb had backdated the costs. The claim that Mr. Webb made in his oral evidence that he had indeed backdated was an entirely new one. Mr. Rich submitted the evidence Mr. Webb had given on the point was untrue. Mr. Webb claimed to have used the NRM or equivalent to undertake the backdating. There was no evidence of such use in the Report and no mention of the NRM before he gave evidence in these proceedings. At no point in the Report did Mr. Webb provide a clear understanding of the total value of the works to show what the full amount was.
29. In relation to Allegation 4(d) Mr. Rich submitted that Mr. Webb had not costed the items identified in sub paras (i) - (iii). He had explained that originally by telling the Clients that because the items were ruined he had not included them. However, so far as plot 4 was concerned that was not the case. In evidence Mr. Webb had changed his account saying that at this point in the Report he must have mistaken plot 4 for plot 2 or 3. If so, Mr. Rich submitted, then there was no explanation as to why those items at (ii) and (iii) did not appear in plot 4 costings.
30. Mr. Rich then addressed Mr. Webb's assertion in evidence that pages were missing from the version of the Report before the Panel, and that pagination indicating the contrary must have been inserted by the Clients. Mr. Rich noted that such a contention had not been put to any witness by Mr. Webb in cross-examination. Mr. Rich submitted that the idea Mr. Webb had only realised the pages were missing when he gave his evidence, stood up to no scrutiny.

31. In relation to Allegation 4(e) Mr. Rich submitted the evidence showed those items were not present. The only explanation Mr. Webb had offered was that maybe they were there just not installed. Mr. Rich invited the Panel to reject that explanation. He submitted that the mistakes arose because of Mr. Webb's "sloppy work": he had not done proper measurements and hadn't considered the papers properly, as was clear given he provided his Report 16 minutes after the final papers were provided to him.
32. Mr. Rich invited the Panel to reject the argument Mr. Webb had made concerning the percentage errors and margin of tolerance. He submitted that the evidence Mr. Webb had presented from a RICS publication was totally irrelevant; it related to the total valuation of a property. The percentage related to the monetary value not the percentage of line errors in a report, as Mr. Webb asserted it did, so as to defend "absurd" claims as to why things have been excluded or included in a Report.
33. Mr. Rich further submitted that as Mr. Cartwright had outlined in his evidence when the document was put to him, there was no allowance for sloppiness and factually incorrect information to be put into a report. The contention that there was any such tolerance was rejected by Mr. Cartwright. Mr. Webb had produced no evidence to support his contention that there was a 3% tolerance which he was told about during his HNC.
34. In relation to Allegation 4(f) - (h) Mr. Rich submitted that the Clients couldn't know what the builder had actually spent. Mr. Webb had not identified what items had been excluded and there was no mention of what the works would have been had they been fully completed. The Report contained no site measurements. Mr. Rich submitted that was because Mr. Webb had taken no measurements and had not undertaken a proper estimate of what things did and didn't cost. That he submitted was clear when looking at the difference of valuation between plots 2 and 4 of £25000, which was a contrast between a fully functioning completed house and a house with half walls, no roof and no windows or internal fittings of any kind.
35. In relation to Allegation 5 Mr. Rich submitted that the Clients wouldn't have had a total idea of works undertaken. Mr. Rich invited the Panel to reject Mr. Webb's assertion that one could just add up the prices per plot. Given Mr. Webb had excluded work that was done it followed the Clients would have had no understanding of the costs, nor would they know the nature or extent of the timing adjustments, defects or ruined work.
36. Mr. Rich therefore invited the Panel to find all the Allegations proved. Mr. Rich submitted that the conduct if found proved, was serious. It involved dishonesty and a lack of integrity. It involved illegitimate exploitation of the RICS brand that was damaging to RICS.
37. Mr. Rich further submitted that Mr. Webb's work itself was not just a very bad piece of work that didn't do what was asked of him, nor was the mischief simply that he didn't correct it, it was also the fact it was to be used for a Court process, to be given

as sworn evidence. Whilst Mr. Webb had subsequently suggested that he would disassociate himself from the Report if the Clients took out whatever they did not agree with, Mr. Webb had never said that prior to his evidence before the Panel and such an assertion was completely contradictory to his previously stated position. He had never previously repudiated the Report or suggested he wouldn't defend it in Court.

38. The Report issues showed a serious lack of due skill and care. Mr. Webb's failure to correct those mistakes showed a lack of due diligence and lack of professional attitude to his mistakes.
39. There was no question that the matters complained of were serious and that therefore a finding of a liability to disciplinary action was made out.
40. Mr. Webb made submissions on his own behalf. He submitted that it is RICS job to prove its case and the fact he had put no evidence forward prior to the hearing or in relation to certain points was his right.
41. In relation to matters. First mentioned in his evidence before the Panel, Mr. Webb submitted that he was only able to answer questions put to him. He rejected the suggestion that he was coming up with things on the spot. He had never been asked those questions before.
42. In relation to the evidence given by the Clients, Mr. Webb invited the Panel to find it unreliable. He pointed to an inconsistency in the evidence of Sandra Lane. In her oral evidence she had said he had taken 30 - 40 photos on site. In her correspondence with Mr. Webb she had asserted he took no photos.
43. Mr. Webb submitted that the Lane family had a "countersuit" "turned down" by the County Court and submitted that in these proceedings Mrs. Lane and Mrs. Lane-Ridyard had spoken after the former had given evidence and before the latter had given evidence, when they had been told not to. He therefore submitted neither witness was accurate.
44. Mr. Webb further submitted that Mrs. Lane had hinted that the roof to plot 2 would cost £150,000 and this was one of the main reasons she thought the Report was inconsistent. Mr. Cartwright said that £150000 sounded ridiculous and had "slightly shocked" that that was the report she relied on rather than the one submitted by Mr. Webb.
45. So far as Mr. Ridyard's evidence was concerned Mr. Webb submitted that he had shown inconsistencies with the instructions given to Mr. Webb. He said Mr. Webb had been hired to come up with a price. They had discussed what was going to be included and excluded but that this had occurred before "they decided to hate me."
46. Mr. Webb submitted that in relation to the evidence of Mrs. Richards she had clarified his status and explained that in her department they referred to students as

student members. He further submitted that students are attached to RICS and that it is quite clear RICS change what they say to the public depending upon whether the individual in question has paid membership or not. This, Mr. Webb submitted, was the case - Mrs. Richards having said this was not her area of expertise.

47. Mr. Webb submitted that Mr. Cartwright's opinion was not valid, as he didn't do any measurements, comparison or take off. He could therefore not possibly know if the Report was "valid to the job." He further submitted that RICS had submitted no evidence that shows the intervals, so that any interpretation of the Report could not be verified.
48. On the topic of licences for use of the logo Mr. Webb submitted this had been discussed in 2011. The events in this case occurred in 2018. He further submitted that "this is an issue that has already been sorted and should not be discussed by the Panel."
49. In so far as the payment of fees to RICS, Mr. Webb submitted that he had not known Student fees were not payable, as he had always paid something. He further submitted that as a Student member he felt he was a member regardless of paying or otherwise.
50. In relation to the descriptions of the firm, Mr. Webb reminded the Panel of his evidence and submitted that those descriptions had been nothing but plain and obvious on the website and in his evidence and correspondence. He submitted that all of his descriptions for the business and the staff he worked alongside were in plain sight and from day one and that he had not tried to deceive anybody. At no point had he said he had 3 different offices, rather that there was a headquarters in Leamington Spa and that he did work in London, Manchester and Birmingham.
51. Mr. Webb reminded the Panel of his evidence and submitted that he was entitled to contract on behalf of the company so long as it had been incorporated within three months of the date of the contract.
52. So far as the pagination of the Report was concerned, Mr. Webb re-iterated his answers given in evidence, that the numbers must have been placed upon the Report by the Clients as part of the County Court proceedings, because as far as he was aware the software he used to write the Report did not provide pagination.
53. In relation to the percentage guidance for errors, Mr. Webb submitted that the evidence he provided was a "legal submission" that "there is a 10 - 15% legal accuracy rate by Law."
54. In summary Mr. Webb submitted that Mrs. Richards had confirmed that one did not need any qualifications to be called a quantity surveyor, that he does and did at all material times have a quantity surveyor qualification; that the things he said to the Lane family were not said to deceive the family and that there was no evidence

showing his Report to have been inaccurate. Mr. Webb further submitted that Mr. Cartwright had not done enough to prove his statements were valid.

Legal Advice

55. The Panel received and accepted the advice of the Legal Advisor. It was advised that RICS bore the burden of proof and the standard to be applied was the balance of probabilities. In addressing the issue of dishonesty, the Panel was advised to adopt the test set out in *Ivey v Genting Casinos [2017] UKSC 67*. In so far as lack of integrity was concerned the Panel was advised to adopt the definition set out in the case of *Wingate and Others v SRA [2018] EWCA Civ 366*. In considering the issue of recklessness the panel was advised to adopt the definition given in the case of *Brett v SRA [2014] EWHC 2974 (Admin)*.

56. In relation to Allegation 1(b) the Panel was advised that the Allegation did not contain an Allegation of dishonesty. It was therefore not open to the Panel to make such a finding, notwithstanding the way the Allegation had been drafted, and it should resist any suggestion that the conduct reflected in Allegation 1(b) was dishonest. That principle applied to any Allegation where dishonesty was not clearly and unequivocally pleaded. As such the issue of dishonesty in this case only arose in Allegation 1(a).

57. The Panel was further advised that by reason of s.51 of the Companies Act 2006 it was possible for an individual to contract on behalf of a company that had yet to come into existence. That did not mean the company was in existence at the time. To the contrary, it meant that the individual contracting was liable for performance of the contract until such time as the company was incorporated and agreed to take on the contract.

58. Thereafter the Panel was advised that if it found any of the Allegations proved it should go on to consider whether that rendered the Member liable to disciplinary action. The Panel was advised that for such a liability to exist the identified conduct must be serious, and was advised to adopt the approach in *Roylance v GMC [2000] 1 AC 311* & *Nandi v GMC [2004] EWHC 2317*, liability to disciplinary action being akin to the definition of misconduct in those proceedings.

Determination on the Facts

59. In reaching its determination the Panel took careful account of all the evidence it had heard and read. It carefully considered all the documents before it and the oral evidence of each witness. The Panel then considered each Allegation in turn.

Allegation 1(a)

60. The Panel noted that there was no dispute between the parties that Mr. Webb had indeed told either Penny Lane-Ridyard and/or Sandra Lane that he was a “fully

qualified and paid up member of RICS.” Mr. Webb contended that he did so because he was entitled to do so. It followed that he was therefore not dishonest in doing so.

61. It was clear from the evidence of Mrs. Richards that as a Student Mr. Webb was a Member of an attached class by reason of Bye-Law 2.1.2 and Regulation 2.1.2(c). He had become a Student on 6 December 2010 and there was no suggestion that his status had altered until May 2018 when he became an Associate candidate, a different attached class. It was equally clear that in colloquial terms the investigations department of RICS referred to students as Student Members because notwithstanding the distinction between a Member of RICS and a Member of an attached class of RICS, all are subject to the same investigatory and disciplinary rules.
62. Notwithstanding that working distinction, the Panel was in no doubt that Mr. Webb was clearly not a full Member of RICS in March 2018. The Panel accepted the evidence of Mrs. Richards that students were not required to pay fees to RICS, there being no independent evidence to contradict that assertion. The Panel were not persuaded by Mr. Webb’s contention to the contrary, not least because he appeared to abandon it in light of Mrs. Richards evidence on the point. Whilst the Panel accepted that Mr. Webb had an HNC qualification in construction that did not equate to being a fully qualified member of RICS. There was no evidence before the Panel to suggest that Mr. Webb had undertaken a qualifying degree or completed an Assessment of Professional Competence (“APC”). Indeed, Mr. Webb accepted he had not and was at pains to emphasise the reason was he did not know anyone who would act as a mentor for the APC and RICS had not helped him find one.
63. The Panel was therefore in no doubt that Mr. Webb was not a fully qualified, paid up member of RICS. Rather he was a student of RICS with an HNC in construction which enabled him to occupy a position in an attached class.
64. The Panel went on to consider whether or not it could be said Mr. Webb had been dishonest in his representation. The Panel took careful note of the test set out in *Ivey v Genting Casinos [2017] UKSC 67*. It noted that in 2011 RICS had clarified to Mr. Webb that he was not a member of RICS but could undertake certain types of work. That status had not changed between 2011 and March 2018 and Mr. Webb knew it had not changed. Prior to meeting the Clients Mr. Webb had been put on notice that they were seeking a RICS member to undertake the work. It was therefore important to his chances of being instructed that the Clients understood him to be a RICS member. He knew at the time he had not undertaken a qualifying degree or the APC. The Panel therefore determined that Mr. Webb’s genuine belief must have been that he was a Student and that he knew that he was not a fully qualified and/or paid up member of RICS.
65. The Panel considered that in light of that genuine belief Mr. Webb’s representation was, by the standards of ordinary, decent people, dishonest.

66. The Panel therefore found Allegation 1(a) proved.

Allegation 1(b)

67. The Panel noted that in relation to sub paras (i) and (ii) both Aidan Ridyard and Sandra Lane gave clear accounts of being told by Penny-Lane Ridyard that Mr. Webb was a member of RICS. Mr. Webb did not dispute he had not corrected Mrs. Lane-Ridyard. To the contrary, he contended he had no need to because what she had said was accurate. For the reasons set out above the Panel did not agree.

68. There was in no doubt in the Panel's mind that by allowing those comments to go unchallenged Mr. Webb ran a risk that Sandra Lane and Aidan Ridyard would be misled into believing him to be a member of RICS who had undertaken the APC, had a qualifying degree, and had paid a membership fee, when that was not the case. That was a risk that in the circumstances of his instruction was wholly unreasonable. He knew the purpose of his instruction, he knew the specific requirements of the Clients that the person instructed should be a full Member of RICS. In running that unreasonable risk the Panel determined that Mr. Webb did recklessly mislead Sandra Lane.

69. In relation to sub para (iii) the Panel carefully noted the evidence of Sandra Lane, and in particular her recollection provided in a witness statement of September 2018 concerning a conversation she had with Mr. Webb when he visited the site on 28 March 2018 and a further conversation they had later that day when Mrs. Lane drove him to the train station. Mrs. Lane's evidence in that regard was clear and remained unaltered before the Panel during cross-examination. In contrast Mr. Webb's evidence on the point was contained in his oral evidence before the Panel during these proceedings, some six years after the event. By his own admission his memory of events had faded. Whilst he was able to give a clear account of some elements of the conversations he had, he appeared at points to concede he had made some comments about working with others, but that these were sub-contractors and he had never referred to them as employees. He further asserted he had never said he had offices in three locations, simply that he had a headquarters in Leamington Spa and worked in London, Manchester and Birmingham. By his own admission therefore, Mr. Webb had made statements that could be said to have given the impression that he had nine members of staff and offices in three locations.

70. However, regardless of his potential admission the Panel preferred the more contemporaneous and clear account given by Mrs. Lane. It therefore determined that Mr. Webb had indeed made statements that gave the impression he had around nine members of staff and offices in three locations. The Panel could not resolve whether such statements had been made with the intention to mislead, but were clear that such statements had run an unreasonable risk that they would mislead Mrs. Lane into believing Mr. Webb had nine employees and three offices, when he did not.

71. In relation to sub para. (iv) the Panel noted the invoice bore the company name of OBL. It was therefore likely that Mrs. Lane would infer that was the legal entity with whom she was contracting. The Panel noted that Mr. Webb did not face an allegation that he had contracted unlawfully on behalf of a company that did not exist. Instead it was alleged that in not informing Mrs. Lane or her daughter of the dissolution of OBL they had been misled. The Panel was in no doubt that any client receiving an invoice in the name of a particular legal entity would make the reasonable assumption that the company was incorporated and that it was the company with whom they were contracting. Mr. Webb ran the risk of that misleading impression being given to Mrs. Lane by not informing her of the true status of OBL.
72. Whilst not central to the issues in the case, the Panel noted that in any event Mr. Webb would not have been entitled to contract on behalf of OBL on 29 March 2018 by virtue of s.51 of the Companies Act 2006, as it had been dissolved and the company that was incorporated subsequently was OBQSL, upon whose behalf he had not contracted in March 2018.
73. The Panel next considered whether Mr. Webb's reckless misleading of Mrs. Lane lacked integrity. The Panel was left in no doubt that being reckless as to whether a client is labouring under a false impression of both a professional's qualifications and his/her employer and company, with whom the client is purporting to contract, shows a significant departure from the ethical standards of the profession. It lacks transparency and openness and therefore amounts to conduct that is lacking in integrity.
74. The Panel therefore found Allegation 1(b) proved on the basis that Mr. Webb had recklessly misled Sandra Lane and that such conduct lacked integrity.

Allegation 2

75. The Panel carefully considered the date range provided in the Allegation. The Panel noted that the first email contact between Sandra Lane and Mr. Webb was on 26 March 2018 and referred to a telephone call earlier that day. The Panel noted that Mrs. Lane's evidence had been that she had looked at the OBL website and seen the RICS logo prior to contacting Mr. Webb. The Panel were therefore content to infer that whether Mrs. Lane looked at the website on 26 March, 25 March or before that, the RICS logo was on the website from 25 March if not before. The evidence for it being removed came from Mrs. Richards and was undisputed.
76. The Panel noted that Mr. Webb had been told in 2011 that he was not entitled to use the RICS logo because he was a Student. His status had not changed by March 2018, and although it changed in May 2018, he was still not a member of RICS but rather an Associate candidate and therefore a Member of a different attached class. Ultimately, Mr. Webb conceded he could not use the logo and had removed it.

77. The Panel carefully considered Mr. Webb's evidence regarding licences to use the logo. It noted that Mr. Webb had not mentioned licences at any point in correspondence with RICS in 2011 or throughout his correspondence with RICS in 2018. He had provided no such licences or any evidence of such licences to the Panel. It was not clear to the Panel that RICS provided licences at all, let alone that Mr. Webb had bought a licence. The Panel noted that in spite of specific correspondence regarding his use of the logo, at no point had Mr. Webb mentioned he had licences or had previously had a licence. The first mention was during cross-examination by Mr. Rich. The Panel considered the evidence Mr. Webb gave on the point to be lacking in any real credibility. The Panel concluded it was a fiction constructed on the spur of the moment to excuse his failure to address his use of the logo for a prolonged period.
78. The Panel further determined that Mr. Webb had specifically discussed the logo and what it connoted with Mrs. Lane in their early conversations, that Mrs. Lane had pointed out to him in April 2018 that he should not be using the logo and that notwithstanding those communications he continued to allow the logo to be displayed in the OBL website. This was all the more concerning as the company had never been a member of RICS and was in any event dissolved on 6 March 2018.
79. In spite of the background Mr. Webb did not comply with RICS requests that he remove the logo until 31 October 2018. The Panel noted that Mr. Webb asserted he had been unable to comply sooner because the web designer he used had exclusive access to the website and was not responsive when requested to remove the logo. For the purposes of Allegation 2 the Panel did not feel it necessary to resolve whether or not such evidence was reliable and credible. Whether or not the website designer was an issue, the Panel considered that as a student of RICS Mr. Webb bore the responsibility for ensuring he was compliant with all RICS bye-laws and Regulations. Whilst a delay caused by logistical problems might excuse a short period of non-compliance, it could not, in the Panel's view provide any excuse in circumstances where Mr. Webb allowed a state of affairs to exist that he knew was a breach of his regulatory obligations.
80. Such a breach was all the more serious when he knew that it had led a client to employing him in circumstances where that employment was at least partly predicated on his membership of RICS, a claim he bolstered by use of the logo.
81. Displaying the RICS logo on the OBL website was, in the Panel's judgment, anything but straight forward and transparent and marked a departure from a steady adherence to the ethical standards of the profession, and therefore amounted to a lack of integrity.
82. The Panel therefore found Allegation 2 proved.

Allegation 3

83. The Panel noted the following chronology: RICS first contacted Mr. Webb asking him to remove the logo by letter dated 14 August 2018. On 4 September 2018 Mr. Webb replied contending he should be allowed to display the logo. On 18 September 2018 the website was still displaying the logo. On 8 October 2018 RICS wrote again to Mr. Webb asking him to remove the logo. Mr. Webb responded on 10 October saying he would remove the logo “over the next few days.” On 23 October the website still displayed the logo. At that point Mr. Webb responded and said the web designer was doing it and it would be done “by Friday.” On 30 October RICS sent a further email saying the logo had not been removed and asking for evidence that the website designer had been asked to remove the logo. No evidence was provided. Later that day RICS emailed again and reiterated that the logo must be removed giving a deadline of 2 November 2018. The website was checked on 10 December 2018 and the logo had been removed on a date between 30 October 2018 and 10 December 2018.
84. The Panel noted that Mr. Webb had been put on notice of the issue at the latest by August 2018. Initially he refused to accept RICS request to remove the logo, in spite of RICS being his Regulator and the logo belonging to RICS.
85. Mr. Webb then sought to blame the website designer for delays in actioning the removal but provided no evidence at the time and has provided no evidence since, to show he had engaged with the website designer to ask him to remove the logo or that the website designer had failed to do the work promptly. The Panel had grave doubts about the credibility of Mr. Webb’s account and on the balance of probabilities considered it more likely than not that either Mr. Webb had the capability to amend the website himself and chose not to or that he did not contact the website designer in a timely manner.
86. The ultimate responsibility for complying with his regulatory obligations was on Mr. Webb throughout. He failed to comply with those obligations for in the region of two-and-a-half months in spite of numerous requests from his regulator to do so.
87. The Panel therefore found Allegation 3 proved.

Allegation 4(a) - (c)

88. The Panel noted that the evidence provided by Aidan Ridyard, Penny Lane-Ridyard and Sandra Lane was constant throughout, as between themselves and throughout their various witness statements and in their oral evidence. Each expressed it slightly differently, but in essence each confirmed that Mr. Webb was instructed to give an accurate figure for how much the builders had spent on plots 2 - 4 when they did the building work in 2005 - 2008.
89. In his evidence Mr. Webb gave at times conflicting and confused accounts of what he said he had been instructed to do. In answer to Panel questions he said he was instructed to “come up with a sum of money so that they could offer a fair price for what the existing building works had [sic] been done by the builder.” On the balance

of probabilities the Panel considered it more likely than not that the Clients' understanding of the instructions given to Mr. Webb were accurate and preferred those accounts to that provided by Mr. Webb.

90. Mr. Webb variously disputed that his work had been poor generally and in particular in relation to costs, he gave evidence that he had used the NRM or similar to back calculate the costs to 2005 - 2008. He had not mentioned that previously. When asked why if that were the case he had not made it clear in the Report, Mr. Webb explained for the first time that he had offered the Clients the option of a full report or a short report and they had opted for the latter. The back calculations had therefore not been included. At one point Mr. Webb asserted that the Report before the Panel was not a full version, although he had never raised the point previously and made no attempt to furnish the Panel with a "complete" version.
91. The Panel carefully considered the contents of the Report. There was no evidence at all of any attempt made by Mr. Webb to back date the costs and it was clear on its face that he had made no such attempt. The Panel did not accept Mr. Webb's account that he had used the NRM or similar. The NRM is a method of measurement and does not contain costs information and therefore would not have assisted in backdating costs in any event. Nor was it sufficiently similar to be equivalent to the Building Costs Information Service to satisfy the needs of the Report. Given Mr. Webb mentioned the NRM for the first time in cross-examination the Panel considered it was evidence without any credibility at all.
92. The Panel noted that it was never suggested to any of the Lane-Ridyard's in cross-examination that they had been offered a fuller report and had opted for an abridged version. Even if that had been offered and accepted, the Panel determined that it would have been an abrogation of Mr. Webb's professional obligations to provide such a report, particularly in circumstances where he knew it might be used in High Court proceedings.
93. It was quite apparent on the face of the Report that the costs had not been carried forward to a collection page.
94. The Panel therefore determined that as a matter of fact Allegations 4(a) - (c) were proved on the balance of probabilities.

Allegation 4(d)

95. The Panel considered that it was clearly wrong that Mr. Webb had identified the mechanical and electrical installations as defective within plot 4 as they were not. Mr. Webb accepted the same and suggested it was a simple mistake and that he must have meant plot 2 or 3. The Panel was not persuaded that such an innocent mistake was sufficient explanation in the absence of any costings for the actual electrical and mechanical installations in plot 4.

96. Notwithstanding that specific issue the Report was intended to provide a figure for the costs to the builder in 2005 - 2008 not a cost to replace any now defective items. The Panel therefore determined that as a matter of fact the items listed at (d) were not costed on the same basis as the main work and that Allegation 4(d) had been proved on the balance of probabilities.

Allegation 4(e)

97. The evidence from the Clients was clear throughout that the items identified in Allegation 4(e) were not present on the site. There was no evidence of any sort suggesting they were present. Mr. Webb had previously not disputed their absence. In correspondence with the Clients he had told them to change the Report if they considered it inaccurate. During his evidence he appeared to concede that he had put in the stairs in error, whilst maintaining that the plastering was present. Later in his evidence he appeared to assert that the items may have been present on site but not fitted.

98. Mr. Webb's account was difficult to follow, lacked any supporting evidence and was self-contradictory. The Panel found it was regrettably unable to attach any real weight to the account given its unreliability. The account provided by the Lane-Ridyard's was, in contrast clear, cogent and logical. On this point the Panel therefore preferred the Lane-Ridyard's accounts of what was or was not present on site in 2018.

99. The Panel therefore found Allegation 4(e) proved on the balance of probabilities in relation to each of the items listed.

Allegation 4(f) - (h)

100. The evidence in relation to this part of the Allegation was on the face of the Report before the Panel. In each case the Panel could find no mention of the work excluded as being defective, no mention of what the valuation of the works was if fully completed and no site measurements.

101. The Panel therefore found Allegation 4(f)-(h) proved on the balance of probabilities.

102. The Panel considered Mr. Webb's assertion that there was a 3% tolerance or even 10 - 15% tolerance for error in a report, and his reference to a RICS document he asserted proved the same. The Panel considered it was absolutely clear the document related to a percentage variance in the overall value of a property for valuation purposes. It had no relation at all to tolerance for errors in a surveyor's report. Nor were the Panel persuaded there was any substance to the assertion that there was a 3% tolerance of mistakes in a report. By reference to the RICS document Mr. Webb demonstrated a startling lack of awareness of what the tolerance to variation meant and suggested that even if he had been told that there was a 3% tolerance he would likely have misunderstood the nature of what that related to. Putting that aside there was no evidence of any sort before the Panel that

supported such an assertion and the Panel considered it had no basis in fact or principle.

103. The Panel next considered whether having found the facts of each paragraph proved those facts individually or cumulatively meant that Mr. Webb had failed to carry out his professional work with due skill, care and diligence.

104. The Panel were assisted in that regard by Mr. Cartwright's evidence. In so saying the Panel could not identify any basis in logic or evidence for the contention that simply because Mr. Cartwright had not measured the site or checked the quantities on site he was unable to offer an expert opinion on the quality of the Report. To the contrary, as he explained in his evidence the quality of the Report and his assessment of it was not determined by the accuracy of the measurement and quantities it contained. The Panel agreed.

105. The Panel considered that the unchallenged evidence he provided made it clear that whether taken individually or cumulatively Mr. Webb's Report was of extremely poor quality, such that it demonstrated he had failed to carry out his professional work with due skill care and diligence. It was compounded by the fact that when the errors were pointed out to him, Mr. Webb refused to amend the Report and told the Clients to amend it themselves. He did so in spite of knowing it might be used in High Court proceedings and without ever disavowing its content or saying he would not stand by it in High Court proceedings.

Allegation 5

106. By reason of its conclusions above the Panel was satisfied that Allegation 5(a) was proved. Mr. Webb had provided no information that enabled the reader of the Report to understand how he had arrived at certain figures, nor had he applied the same criteria throughout. The Report was, on his own account a mismatch of differing ideas that did not fulfil either the brief he purported to have been given or the brief the Clients asserted he was given.

107. By reason of its conclusion above the Panel was satisfied that Allegation 5(b) was proved. In the absence of any information as to what adjustments had been made and how those adjustments had been made for the timing, of construction and the defects or ruined work the Clients could have had no real idea what adjustments had been made and how.

108. The Panel therefore found Allegation 5 proved in its entirety.

Liability to Disciplinary Action

109. Having found Allegations 1 - 5 proved the Panel considered whether the facts rendered the Member liable to disciplinary action.

110.The Panel noted that it had found proved one incident of dishonesty, a series of acts that amounted to a lack of integrity and a report that was seriously deficient so that it showed an absence of due skill, care and diligence. Added to those issues the Panel found proved what amounted to a persistent failing on Mr. Webb's part to comply with requests made by RICS over a significant period of time.

111.Throughout his conduct in the case, Mr. Webb had demonstrated a significant lack of professionalism and had shown himself entirely unwilling to listen to others with whom he did not agree, preferring instead to persist in conduct that posed a real threat to the fundamental tenets of the profession.

112.The Panel considered that the facts found proved demonstrated serious and persistent breaches on multiple occasions, demonstrating both a lack of integrity and dishonesty.

113.In the circumstances the Panel were in no doubt that the facts as found proved rendered Mr. Webb liable to disciplinary action.

Sanction

114.The Panel next turned to consider sanction.

Submissions

115.On behalf of RICS Mr. Rich made no positive submission as to the necessary sanction. He submitted that the Panel should adopt a proportionate approach and commended the Sanctions Policy to the Panel. He drew the Panel's attention to the listed aggravating and mitigating factors.

116.In so doing, Mr. Rich submitted that the following aggravating factors listed within the Guidance applied in this case: the breach involved wrong doing/blame, or recklessness; Mr. Webb had been dishonest; some of the breaches involved were intentional and deliberate, and aimed at winning work he would not otherwise have won; Mr. Webb stood to gain from the Clients but also stood to gain potentially even more from his use of the RICS logo; the Clients risked not only the loss of fees but also the risk of loss of a court case; the breach was not an isolated failure but was ongoing. In the case of the logo the breach persisted for an extended period and was aggravated by the fact RICS had previously warned him in 2011 he was not

allowed to use the logo. The course of conduct he engaged in with the Clients took place over a number of weeks. Aside from eventually removing the logo Mr. Webb had taken no steps to rectify breaches and put things right, or to avoid a repeat of the breaches in the future; he had taken no responsibility for any of the failings and had gone further than mere denial and had blamed others, in particular the Clients, RICS and his web designer for his various breaches; and finally he had taken no steps to compensate the Clients.

117.Mr. Rich submitted that Mr. Webb had shown no insight at all and appeared not to have the slightest appreciation that he had done anything wrong, what it was he had done wrong, or how he intended to remedy his failings.

118.In mitigation Mr. Rich accepted that Mr. Webb had no previous disciplinary history. Whilst Mr. Rich accepted that Mr. Webb was only a Student he noted he had been a Student since 2010 and had represented that he was a full Member in circumstances where he was not. That therefore limited the mitigation available to him by reason of his relatively junior level given he had purported to act as a full Member.

119.In relation to publicity and costs Mr. Rich invited the Panel to make an order for publicity. Mr. Rich submitted there were no exceptional circumstances in this case that warranted departure from the normal order.

120.In relation to costs, Mr. Rich made an application for costs in the sum of £31,426.50.

121.Mr. Webb submitted that the Panel had been wrong to find him “guilty” of all the Allegations. He reiterated many of the submissions he had made at the fact-finding stage and when asked, explained he was doing so to show the matters were not serious. Mr. Webb did not accept he had been dishonest or “scammed” anyone and reiterated that the logo issue in his opinion should not be dealt with by the Panel by way of a sanction.

122.In relation to mitigation, Mr. Webb reminded the Panel he had no previous disciplinary history and that there had been a six year delay in bringing the case to a resolution, which had been inordinate and caused him huge strain. Mr. Webb submitted he had many happy clients and had worked on and for “National icons.”

123.In relation to costs Mr. Webb latterly provided screenshots of his bank accounts accompany his statement of means. He submitted he had a very limited income due

to Covid and its after effects on the building industry. The downturn in new building for economic reasons had also had a significant impact on him.

124. In relation to publicity, Mr. Webb submitted that he was no threat to the public and therefore there was no need for publicity.

Legal Advice

125. The Panel received and accepted the advice of the Legal Assessor. The Panel was advised that in considering sanction there is no burden or standard of proof. The question of sanction is a matter for the Panel's judgment. The Panel was advised that having found liability to disciplinary action, it was required to consider what if any sanction to impose. It was advised that the purpose of sanctions is not to be punitive but to protect the public and the public interest in the wider sense, namely to maintain public confidence in the profession and to declare and uphold standards.

126. The Panel was reminded that in deciding upon sanction it should have regard to the Sanctions policy, and apply the principle of proportionality, weighing the interests of the public with those of the practitioner and taking the minimum action necessary to protect the public and the wider public interest. The Panel was advised that every regulated individual has the right to put forward a defence and to robustly challenge the case against them. That should not be held against Mr. Webb in this case. However, the Panel was entitled to consider the level of insight he had shown into the events in question and consider what remediation he had demonstrated.

Determination on Sanction

127. The Panel began by identifying the aggravating and mitigating factors present. It considered that the conduct was aggravated by the length of time it persisted, in particular in the case of the logo and that Mr. Webb's dishonesty had been perpetrated on clients in order to gain work for himself. He had shown a lack of integrity in allowing those same Clients to be misled in circumstances where he knew the importance of being clear about his qualifications. The work Mr. Webb had undertaken in the form of the Report was of seriously poor quality and aggravated by the fact he had refused to alter his mistakes when the Clients brought them to his attention. This was made all the more serious given he knew the work was potentially going to be used in the course of High Court litigation.

128. In relation to the logo, Mr. Webb had singularly failed to do as he was asked by his Regulator in circumstances where he had already been advised of the position seven years prior to his breach. His argumentative and aggressive stance towards

his Regulator was at odds with the conduct expected of a Member of a regulated profession in dealings with his Regulator.

129. Overall his behaviour towards the Clients represented a sustained and deliberate abuse of their trust. In particular, it sought to exploit their trust in him and his assertions that he was a RICS Member.

130. In mitigation the Panel accepted that Mr. Webb had no previous disciplinary history. The Panel further noted that Mr. Webb had been subject to investigation for a very considerable period of time. The Panel considered that provided significant mitigation to his position, given that the proceedings had doubtless caused him material concern and difficulty. However, in light of his lack of developed insight and his lack of any remediation, the Panel considered the period since the events in question provided it no comfort that Mr. Webb had learnt anything at all in the intervening six years.

131. Having assessed the mitigating and aggravating factors the Panel next considered the risk to the public. Mr. Webb had demonstrated no real insight into what was serious dishonesty, a lack of integrity and a failure to engage reasonably with his Regulator, all perpetrated for his own gain. The lack of any insight or remorse for his behaviour meant the risk to the public and in particular to clients for whom Mr. Webb might now seek to work, was very real. The Panel considered there was no information before it that could enable it to assess the risk at anything other than high.

132. The Panel next considered the possible sanctions available to it, in ascending order of seriousness. In light of the fundamental and persistent nature of the findings made the Panel was in no doubt that the sanctions of caution and reprimand were both insufficient to properly protect the public and insufficient to safeguard the wider public interest.

133. The Panel next considered undertakings and conditions. It considered that no undertakings had been offered and in light of Mr. Webb's current stance no such undertakings were realistic. The Panel concluded that in this case conditions were unworkable, immeasurable, unachievable and could not be specific, such that they were neither appropriate nor did they meet the public interest requirements.

134. The Panel next considered whether to fine Mr. Webb. It considered that whilst a fine at the appropriate level might go some way to marking the gravity of Mr. Webb's conduct, it was insufficient to properly assure public confidence in the profession and the upholding and declaring of standards. A fine would do nothing to protect the public.

135. The Panel next considered expulsion from the profession. It determined this was the minimum sanction available to it to ensure the public were protected from a professional who had demonstrated a cavalier disregard for the truth, had abused his position as a Student of RICS and persistently sought to misrepresent his true status whether deliberately or recklessly. Whilst the Panel had some sympathy with him for the delay in the case being concluded, it could not escape the conclusion that the conduct found proved was fundamentally incompatible with continued membership of the Institute.

136. The Panel therefore concluded that the Member should be expelled from membership.

Costs

137. The Panel noted the costs application from RICS in the sum of £31,426.50. The Panel noted the statement of means provided by the Member. It also took account of the lengthy delay in the process and concluded it should make a costs order in the sum of £15,500 to take account of both factors.

Publicity

138. The Panel noted there is a presumption in favour of publicity. In the absence of any factors indicating publicity was not appropriate, the Panel determined to make an order for publicity in accordance with the publication policy.