

**Deidre Douglas**  
**Solicitor**  
**043592**

[Agreement Date: 18 February 2025](#)

## **Decision - Agreement**

Outcome: Regulatory settlement agreement

Outcome date: 18 February 2025

Published date: 14 April 2025

## **Firm details**

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

Name: Fletcher Day Limited

Address(es): 30 Moorgate London EC2R 6DA

Firm ID: 614192

## **Outcome details**

This outcome was reached by agreement.

### **Decision details**

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

1.1 Deirdre Alethea Douglas, a solicitor and former consultant at Fletcher Day Limited ('the Firm'), agrees to the following outcome to the investigation of her conduct by the Solicitors Regulation Authority (SRA):

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

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

2.1 From 12 May 2015 until 8 March 2018, Miss Douglas was a consultant at the Firm. She acted for a company that was incorporated overseas ('the Company') on various legal matters. It was instructed to handle the grant of a new lease for a property in England which the Company already owned. The property was occupied by a tenant ('the Tenant').

2.2 The grant of a new lease became subject to a dispute with the Tenant in July 2018. The parties were unable to reach an agreement, and the new lease was not executed.

2.3 The Company did not have a bank account in the UK. The Firm held monies on behalf of the Company in its client bank account for those other ongoing legal matters and there is no concern about their connection to an underlying legal transaction.

2.4 On 8 January 2018, Miss Douglas wrote to the Tenant and directed him to pay his future rent payments into the Firm's client account. The Tenant paid £3,187.50 in respect of rent for the first quarter of 2018 into the Firm's client bank account.

2.5 On 9 February 2018, the client ledger records the Firm using the money paid by the Tenant, to make a payment of £4,855.08 for payment of company fees on behalf of the Company.

2.6 The payments into and out of the Firm's client account, referred to in paragraphs 2.4 and 2.5 above were not in relation to an underlying legal transaction being undertaken by Miss Douglas, or in respect of the delivery of normal regulated activities.

### **3. Admissions**

3.1 Miss Douglas makes the following admissions which the SRA accepts: (a) Between 8 January 2018 and 9 February 2018, she caused or allowed the Firm's client bank account to be used as a banking facility as detailed in paragraphs 2.3 and 2.4 above. In doing so she breached: (i) Rule 14.5 of the SRA Accounts Rules 2011: 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 transaction (and the funds arising therefrom) or to a service forming part of your normal regulated activities.

### **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 Miss Douglas and the following mitigation which she has put forward: (a) There was no deliberate intent to breach our rules. (b) Miss Douglas has no previous regulatory outcomes and has cooperated with our investigation.

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



- a. Miss Douglas has admitted she breached Rule 14.5 of the SRA Accounts Rules 2011.
- b. She was directly responsible for her actions.
- c. Our warning notice on the improper use of client account as a banking facility in force at the time of the conduct made it clear that the client not having access to a bank account in the UK considerably increases the risk that the account may be used unscrupulously by the client for money laundering relating to and that in the context of insolvency, the risk of the client account being used as a bank.
- d. Miss Douglas was a senior solicitor with over 15 years post qualification experience at the time of the conduct.

4.4 A rebuke is appropriate to maintain professional standards and uphold public confidence in the solicitors' profession and in legal services provided by authorised persons.

4.5 A rebuke is also intended to deter the individual and others from similar behaviour in the future. Any lesser sanction would not provide a credible deterrent to Miss Douglas and others. A rebuke meets the requirements of rule 3.1 of the Regulatory and Disciplinary Procedure Rules.

## **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. Miss Douglas agrees to the publication of this agreement.

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

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

6.2 If Miss Douglas 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 Denying the admissions made or 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 7.3 of the Code of Conduct for Solicitors, RELs and RFLs.

## **7. Costs**

7.1 Miss Douglas 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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