



**Mrs Sarah Waldeck MNAEA and Mr  
Martin Thomson MNAEA**

**Directors,**

**Waldeck Snarey & Brown Ltd t/a  
Winkworth**

**Disciplinary Tribunal Decision**

**September 2022**

# Disciplinary Tribunal Decision

<b>Member:</b>	Mrs Sarah Waldeck MNAEA and Mr Martin Thomson MNAEA
<b>Position:</b>	Directors
<b>Company/Employer:</b>	Waldeck Snarey & Brown Ltd t/a Winkworth
<b>Address:</b>	3 Northgate, Sleaford, NG34 7BH
<b>Complainant:</b>	Propertymark
<b>Reference:</b>	Y0001580
<b>Date:</b>	28 September 2022

## A. INTRODUCTION

A Disciplinary Tribunal of Propertymark Limited was convened on 28 September 2022 to consider the case against Mrs Sarah Waldeck and Mr Martin Thomson.

The panel members were Mr Jim Atkins PPNAEA (Honoured) (member panellist acting as the Chairperson for the Tribunal), Miss Jacqueline Stone FNAEA (member panellist) and Ms. Gillian Fleming (lay panellist).

The presenting Case Officer for Propertymark was Mr Ali Haider.

Mrs Waldeck and Mr Thomson were in attendance in the hearing.

The hearing took place in private and was recorded.

## B. ALLEGATIONS

The Tribunal considered the allegations set out in the case summary sent to Mrs Waldeck and Mr Thomson.

It was alleged that Mrs Waldeck and Mr Thomson had acted in contravention of the requirements of the following Propertymark Conduct and Membership Rules.

### 1.7. Access to, or availability of, Client Money

A member must ensure that, at all times, all Client Money is held in Client Bank Accounts and is available on demand to Clients without undue delay or penalty. (For the avoidance of doubt, Client Money must not be placed or held in off-shore accounts or fixed/variable rate term bonds or similar funds or arrangements, unless the bank or building society

falls within the definitions in **1.2**, funds are available on demand and any penalty for withdrawal is paid by the member's firm.)

**Note:** Any penalty for withdrawal of Client Money must be limited to interest earned.

#### **1.14. Payments out of a Client (Bank) Account**

A member's firm should withdraw, transfer or make a payment from a Client Bank Account only in the following circumstances:

- 1.14.1. Money paid in to open or maintain the account in accordance with clause 1.13.1 of this Rule and where it is no longer required.
- 1.14.2. Money paid into the account in accordance with clause 1.13.4 of this Rule, which does not belong to the Client, for payment to the person lawfully entitled to it.
- 1.14.3. Within three working days of becoming aware of a relevant contravention, money paid into the account in contravention of this Rule.
- 1.14.4. Money payable to a Client, or, to an appropriate person suitably authorised (in writing) to receive such payments on that Client's behalf.
- 1.14.5. Money being paid directly into another Client Bank Account.
- 1.14.6. Reimbursement of money to the member's firm for money expended by the member's firm on behalf of the Client.
- 1.14.7. Money lawfully and contractually due, in respect of a PPD member's firm's fees and charges.
- 1.14.8. Legitimate disbursements, e.g. amounts subject to invoices, costs or demands incurred or received on behalf of the Client.
- 1.14.9. Provided that in the case of money drawn under sub-clauses 1.14.6 and 1.14.7 above:
  - (a) The payment is in accordance with lawful and contractual written arrangements (for example via terms of business, pre-contract/tenancy application documents, tenancy agreement, letter of engagement), previously agreed between the parties; or
  - (b) The Client, or an authorised representative, has been notified or invoiced in writing by the member's firm of the amount and purpose for which the money is being withdrawn and no objection has been raised within a reasonable timescale.
- 1.14.10. Provided always that, under rule 1.14, no payment shall be made for or on behalf of an individual Client that exceeds the total amount held on behalf of that particular Client.

### **13. General duty to uphold high standards of ethical and professional behaviour**

13.1. No member shall do any act (whether in business or otherwise) which:

13.1.1. Involves dishonesty, deceitful behaviour, or misrepresentation; and/or

13.1.2. Involves other unprofessional practice or practice that is unfair to members of the public; and/or

13.1.3. In any other way brings Propertymark or any of its divisions or subsidiaries into disrepute.

### **21. Continuing Professional Development (CPD)**

21.1. CPD is mandatory for all ARLA, ARLA Inventories, NAEA, NAEA Commercial and NAVA members except for Affiliate, Deferred, Retired grade members.

21.2. Members are required to undertake at least twelve hours' CPD activity per year. At least four of the twelve hours must be obtained by attendance at relevant educational events and up to eight hours by relevant private study (except for those studying for Propertymark Qualifications relevant to their specialism). All CPD should be relevant to the membership specialism and/or relevant to business needs.

21.3. The CPD year runs from 1 January to 31 December and the twelve hours should be submitted by 31 January of the following year, listing the learning outcomes.

21.4. CPD must be provided annually for membership to continue.

21.5. If members belong to more than one division, they are required to submit twelve hours' CPD for each division demonstrating a relevant learning outcome.

## **C. DECISION**

Mrs Waldeck and Mr Thomson admitted the alleged breaches.

Rule 1.7	-	Admitted
Rule 1.14	-	Admitted
Rule 13	-	Admitted
Rule 21	-	Admitted

## D. SANCTIONS

Rules 1.7, 1.14 & 13 - £200 (shared between PPD members)

Rule 21 - £100 (each PPD member)

In addition, costs of this hearing of £415 (shared between the PPD members) were imposed against Mrs Waldeck and Mr Thomson in favour of Propertymark.

## E. PUBLICATION

The outcome of the case fell within the Propertymark publication policy.

## F. CLOSING STATEMENT

The Tribunal made the following statement:

“We thank you all for attending today’s hearing, it greatly assists the tribunal when members are present, as we can ask questions as appropriate. It is disappointing that we are considering repeat breaches. We do understand how the breaches of our Rules 1.7, 1.14 and 13 have occurred and note how swiftly the errors were corrected. However, we must stress that despite the apparent difficulties with your current bankers, you must take steps to prevent repetition. The tribunal requests that you further explore all options to prevent further erroneous transfers and that you advise our compliance department of the details when you have made appropriate alternative arrangements”.