BEFORE THE REAL ESTATE AGENTS DISCIPLINARY TRIBUNAL

[2016] NZREADT 13

READT 029/15

IN THE MATTER OF	an appeal under s 111 of the Real Estate Agents Act 2008
BETWEEN	**GREGORY HULL**
	Appellant
AND	**REAL ESTATE AGENTS AUTHORITY (CAC 307)**
	First respondent
AND	**SHANE HERBERT**
	Second respondents

MEMBERS OF TRIBUNAL

Judge P F Barber - Chairperson
Mr G Denley - Member
Ms N Dangen - Member

HEARD at NEW PLYMOUTH on 23 November 2015

DATE OF THIS DECISION 11 February 2016

REPRESENTATION

Mr T D Rea, counsel for the appellant
Ms K H Lawson-Bradshaw, counsel for the Authority
No appearance for the second respondent complainant

DECISION OF THE TRIBUNAL

Introduction

[1] This appeal is about a real estate agent deleting an addition to a transaction document when that addition had been added by a vendor's solicitor for the protection of that vendor. However, on careful analysis, we do not think the complaint can be sustained in the particular facts of this case.

[2] On 31 July 2014 Mr Shane Herbert ("the complainant and lawyer for vendor") complained to the Real Estate Agents Authority against Gregory Hull (the licensee)

who is a licensed agent and the principal officer of TSB Realty (Agency), the real estate division of TSB Bank Ltd.

[3] Rosalyn Rowe was a listing agent for 22 Northgate, Strandon, New Plymouth (the property). The complainant was the solicitor acting for Michelle Ferguson (the vendor of the property which was purchased by Theta Marketing Ltd).

[4] The complainant complained to the Authority that the licensee had removed a clause from the sale and purchase agreement without consultation with the complainant and did not alert the complainant that this change had been made. More precisely, the deletion was to an attached form 2 consent document provided for in s 134 of the Real Estate Agents Act 2008. The complainant also alleged that the licensee took at least seven days to send the final agreement for sale and purchase to him and obtained an agent friendly valuation during this time.

[5] As we cover below, the Complaints Assessment Committee (the CAC) held on 21 January 2015 that the licensee had engaged in unsatisfactory conduct. On 8 May 2015, the CAC made orders censuring the licensee and ordering him to pay a fine of $2,000; it also rejected the licensee's application for suppression of his name.

Background Facts

[6] On 14 November 2013, the property was listed with the Agency. On 4 July 2014, the licensee presented the vendor with two offers for it.

[7] The second offer was subject to finance within three working days from the date of the agreement and gave two working days for the purchaser's solicitor to approve the contract.

[8] The vendor was advised that a registered valuation would have to be completed for that second offer because the potential purchaser was related to a TSB employee. The vendor was advised that if the valuation came out higher than the sale price, she could cancel the contract, re-negotiate, or proceed with the sale at the current price. The licensee also advised the vendor to seek legal advice.

[9] On 7 July 2014, the listing agent notified the licensee that the vendor had sought legal advice and the vendor's solicitor had amended the valuation clause on the said Form 2 to include *"Valuer to be nominated & appointed by the vendor"*.

[10] The licensee then contacted the vendor directly and informed her that the Agency preferred to use a Mr Mike Meyers of Telfer Young (New Plymouth branch) for the valuation, and the vendor agreed to this suggestion. The licensee then instructed the listing agent to remove the amended valuation clause from the said form 2, and in due course the valuation was completed by Mr Meyers.

The Committee's Decision

Issue One: Deletion of alteration to valuation clause

[11] The Committee noted that the material facts in respect of the removal of the alteration to the valuation clause were not in dispute as the licensee accepted that he instructed the listing agent to remove that clause.

[12] The Committee held that Rule 9.7 (set out below) of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 required the licensee to recommend that the vendor seek legal advice and allow her a reasonable opportunity to obtain the advice. Further, the Committee held that the licensee should have obtained written confirmation from the vendor agreeing to the deletion, agreeing to the appointment of Mr Meyers to complete the valuation, and should have given her a reasonable opportunity to discuss these matters with her solicitor. The Committee also considered that the failure to ensure that the vendor took legal advice in relation to deleting the alteration to the valuation clause was a breach of Rule 6.1 (also set out below).

[13] The Committee accepted the complainant's submission that, if the appointment of Mr Meyers was on the vendor's instruction, then there was no need to delete the alteration to the valuation clause. The Committee also accepted the submissions of the complainant that it was not permissible for the licensee to delete a clause added by the vendor's solicitor without reference to the solicitor or to persuade the vendor that the clause was redundant and warranted deletion without reference to the solicitor.

[14] The Committee concluded that the licensee's failure to meet those obligations constituted unsatisfactory conduct.

Issue Two: Delay in providing agreement for sale and purchase

[15] The Committee noted that there was some dispute regarding this particular issue but concluded that, even on the licensee's evidence, the delay until 14 July 2014 was unacceptable and breached Rule 5.1 (set out below).

Further Evidence Adduced to Us

[16] The only witness was the appellant real estate agent who was called by his counsel Mr Rea. That licensee explained that the real estate agency business is operated under a licence held by TSB Bank Ltd and that TSB Realty is a division of that bank. The licensee holds the individual licence as a real estate agent and is the designated manager of TSB Realty which employs about 30 licensees in New Plymouth and at a branch office at Bell Block. The licensee has had 30 years experience in real estate in that area without being the subject of any disciplinary finding until now.

[17] On 2 June 2014 Ms Rowe (the listing agent) informed the licensee that a Ms Z Griffith, a local real estate salesperson working for Harcourts, wished to make an offer for the property. Because Ms Griffith's daughter is employed by TSB Bank Ltd (working in its foreign exchange division) the licensee considered it prudent to comply with s 134 of the Act and provide the vendor with a valuation at the licensee's expense in terms of s 135 of the Act. In fact, we consider that those sections apply to the situation where a licensee handling a transaction for a vendor is interested in any way in acquiring that property or a person related to that licensee is. That is not the situation here but, nevertheless, the complaint before us is about the conduct of the licensee.

[18] Because a second prospective purchaser also became interested in making an offer on the property at about the same time as Ms Griffith, a multiple offer procedure was followed by the licensee, but the offer from a company (of the said Ms Griffith

and her husband), Theta Marketing Ltd, was the favoured purchaser at a price of $233,000. When that was presented to the vendor she indicated she would be happy to sign that agreement as vendor there and then. Also, the licensee's typed evidence-in-chief is that he then advised her to see a lawyer and obtain advice, particularly, as she had not yet found another property herself, due to the perceived relationship between the purchaser company and an employee of TSB Bank Ltd, and due to the perceived aspect that one of the directors of the purchaser company was herself a real estate salesperson but with another company, namely, Harcourts.

[19] On 7 July 2014 the licensee ascertained from Ms Rowe that the vendor had taken legal advice which had led to her signing the agreement for sale and purchase and its attached consent form needed where ss 134 and 135 applied, being form 2 set out in the Schedule to the Real Estate Agents (Duties of Licensees) Regulations 2009. The licensee also ascertained that the vendor's solicitor, the present complainant and second respondent, had added to the said form 2 a handwritten notation including the said words *"valuer to be nominated and appointed by the vendor"*. That relates to a passage towards the end of the consent form and headed *"Statement B"* providing for a valuation to be provided by the licensee to the vendor within 14 days from the vendor signing that consent form.

[20] The licensee states that, at that point in the progress of the sale and purchase transaction, he wanted to progress the appointment of a valuer so he telephoned the vendor to discuss that issue with her. He explained to her that she was free to appoint a valuer of her choice but that his agency generally used a Mr M Myers, a senior partner of an old established firm of valuers which had an office in the area. The vendor indicated she was happy to accept that recommendation so there was compliance with the additional words which her solicitor had added to the consent form. As it happens nothing more was required to instruct Mr Myers as valuer. However, the licensee felt that he should have Ms Rowe call on the vendor and have her delete the lawyer's handwritten notation with the vendor initialling that deletion. The vendor was happy to and did do that.

[21] The licensee asserts that he did not place the vendor under any pressure to accept Mr Myers as valuer or to amend the document by initialling the deletion. The licensee is satisfied that the vendor absolutely understood matters in terms of having made her own decision. The licensee believes that he specifically said to the vendor that she could discuss the matter further with her solicitor if she wished, but she did not want to. There is email evidence from the vendor that, at that point, she had told the licensee on the telephone *"it is ok to use the valuer [they usually used] and not to worry about what my lawyer Shane has said"*. There is evidence that the vendor had no issue with the licensee removing the said notation made by her solicitor nor with the use of Mr Myers as the valuer on the transaction.

[22] As it happens, Mr Myers' valuation assessed the market value of the property at $235,000 which was $8,000 less than the contract price and the licensee also deposes that Mr Myers was not informed of, and was unaware of, the amount of the contract price when preparing his valuation.

[23] With regard to the delay in forwarding a copy of the completed agreement for sale and purchase to the vendor's solicitor (the said complainant Mr S Herbert), such a copy was provided by Ms Rowe to Mr Herbert on 14 July 2014. That was seven days after the contract had been signed and the licensee's evidence is that it was the

practice in his Agency that the listing agent is responsible for sending out copies of the contract and that was the case here and he himself was not involved in that. It appears that, by oversight, Ms Rowe caused that delay in providing the complainant with a copy of the agreement for sale and purchase; but a new procedure has since been put in place to overcome such an oversight which the licensee puts to be an isolated incident in this case.

[24] In additional evidence-in-chief given orally the licensee, apart from confirming his typed brief, emphasised that he told the vendor she was free to refer back to her solicitor about the appointment of the valuer and the deletion of her solicitor's said notation, but she did not wish that. The licensee also observed that he had not been interviewed for the purposes of the complaints put before the Committee.

[25] The licensee was comprehensively cross-examined by Ms Lawson-Bradshaw as counsel for the Authority. He accepted that, in hindsight, he should have left the solicitor's notation clause as it was and simply facilitated the appointment of Mr Myers as the valuer approved by the vendor. For all that, it is a little concerning that when the licensee instructed Ms Rowe to arrange for the notation to be deleted, he himself had not actually perused that notation addition to form 2 although he felt he knew what it stated.

[26] Under cross-examination, the licensee is adamant that he told the vendor that, if she had concerns about either Mr Myers being contracted as valuer or the deletion of her solicitor's notation, she should talk to her solicitor forthwith; but she did not wish to. He admitted he had said to the vendor that he usually used Mr Myers as a valuer and that Mr Myers was very professional, from a good firm, and was a very good valuer.

An Unsworn Signed Memorandum from the Complainant

[27] Mr S Herbert helpfully filed with our Registrar a statement dated 19 October 2015. Essentially, he is concerned that an addition he made to the said Form 2 consent form was deleted without his authority and that he has never received a copy of that consent form from the licensee. He said that, at material times he received a covering email from Ms Rowe stating *"copy for you"* but there was no such copy. He asks whether *"it is ok for the agent to retain possession of an original document created for the vendor's benefit?"*.

[28] The complainant emphasised that he is not in any way making or implying criticism on the integrity of the valuer. He is just very concerned that the clause he inserted on the consent form was deleted without his approval or even knowledge. As he put it: *"9. If I attack anything, it is the erosion of professional standards where measures of procedural safety for the benefit of clients and practitioners are disposed in the name of convenience."*

Issues on Appeal

[29] Ms Lawson-Bradshaw (counsel) notes for the Authority that the licensee argues that the decision (substantive and penalty) were wrong in fact and law and, in his notice of appeal, submits:

[a] That the transaction does not engage ss 134 and 137 of the Act;

[b] There was no requirement to obtain a valuation;

[c] Rule 9.7 does not apply to amendments to a clause in an agreement for sale and purchase (since conceded by Mr Rea);

[d] The vendor had previously been advised to seek legal advice; and

[e] The licensee was not personally responsible for the delay in providing the agreement for sale and purchase.

[30] Interestingly, Mr Rea puts the issues on appeal as follows:

> *"(a) Does a licensee have a duty to override instructions from a vendor, and circumvent the vendor, who being under no apparent disability chooses not to involve their lawyer further regarding an amendment to a document, having obtained legal advice on the document already?*
>
> *(b) Does a licensee have a duty to advise that vendor to seek legal advice on the amendment, where:*
>
> *(i) The vendor is aware they are free to seek such advice if they wish, having taken legal advice on the document already, and this is known to the licensee;*
>
> *(ii) The licensee and vendor expressly discuss the possibility of such legal advice being sought, but the vendor chooses not to do so;*
>
> *(iii) The document itself contains advice in writing to the effect that the document has legally binding consequences and the vendor may wish to seek legal advice on it?*
>
> *(c) Is there any basis for liability of a licensed agent within a corporate agency for a delay in forwarding a copy of a contractual document to the solicitor for a vendor, where:*
>
> *(i) The licensee agent is not the individual licensee who received the signed document from the vendor; and*
>
> *(ii) The delay was caused by an oversight by a licensed branch manager engaged by the same agency?"*

[31] All those perceived issues are helpful, but we are concerned with the licensee's conduct in its context as we explain below.

The Stance of the Authority

Deletion of alteration to valuation clause

[32] Ms Lawson-Bradshaw noted that the facts in respect of the deletion of the alteration to the valuation clause are not in dispute. She noted that counsel for the licensee has raised three issues in respect of this matter, namely:

[a] The application of ss 134-137 of the Act;

[b] Rule 9.7 and its application to an amendment to a clause; and

[c] Rule 6.1.

Sections 134-137

[33] As we covered above, we find that ss 134-137 of the Act do not apply in this case.

[34] The licensee submits that the relationship between TSB Bank Ltd and Theta Marketing Ltd was not sufficiently close to engage ss 134 and 135 of the Act. The licensee submits that s 137 does not apply to parents of employees of the licensee and as such, there was no need to obtain the vendor's written consent or a valuation completed by a valuer nominated by the vendor. We agree.

[35] As Ms K H Lawson-Bradshaw submits, the application of ss 134-137 provides the background to the situation before us, but the issue whether these sections were engaged in the first place is irrelevant because we are concerned to consider the conduct of the licensee in respect of the deletion of the alteration to the valuation provision, rather than the initial decision to follow the procedure in s 135 of the Act.

Rule 9.7

[36] Rule 9.7 provides:

> *"9.7 Before a prospective client, or customer signs an agency agreement, a sale and purchase agreement, or other contractual document, a licensee must –*
>
> *(a) recommend that the person seek legal advice; and*
>
> *(b) ensure that the person is aware that he or she can, and may need to, seek technical or other advice and information; and*
>
> *(c) allow that person a reasonable opportunity to obtain the advice referred to in paragraphs (a) and (b)."*

[37] The Authority submits that the *"important information"* sheet that accompanies form 2 as set out as a Schedule to the Act, makes it clear that the form has legally binding consequences and is contractual in nature. The Authority submits that although the form does not fall within the category of agency agreement or sale and purchase agreement, it was open to the Committee to classify the form as a contractual document within Rule 9.7. We agree.

[38] The Authority submits that the purpose of this Rule is to ensure that licensees recommend that a person seeks legal, technical, or other advice, before signing a legally binding document such as an agency (or listing) agreement, sale and purchase agreement, or other contractual document. The Rule is designed to redress the imbalance of information that exists between licensees and clients or customers and to avoid any subsequent risk that may arise where contractual arrangements are finalised urgently.

[39] Consequently, the Authority submits that the obligations in Rule 9.7 continue to apply where there is an amendment to the document and a further signature is

required. In this situation, it submits that it was open to the Committee to consider that Rule 9.7 applied to the amendment and the licensee was obliged to recommend that the vendor obtain legal advice.

[40] The Authority submits that the Committee's consideration that the licensee should have obtained written confirmation from the vendor agreeing to the deletion of the amended clause and agreeing to the appointment of Mr Myers, would have been prudent to ensure that Rule 9.7 had been complied with. Counsel for the Authority submits that while Rule 9.7 does not require written confirmation, the process suggested by the Committee would have ensured that the licensee complied with the relevant Rule in a transparent manner.

[41] The Authority submits that the fact the vendor had previously obtained legal advice, and that the form refers to the fact that a client may wish to seek legal advice, is irrelevant to whether Rule 9.7 has been complied with or not. We agree. Counsel also noted that the licensee has now filed a brief of evidence that states:

> *"I also believe that I did specifically say to Ms Ferguson that she could discuss the matter further with her solicitor, Mr Herbert, if she wished, but she did not want to do so."*

[42] The Authority notes that the discussion between the licensee and the vendor regarding the deletion of the amended clause happened on 7 July 2014, the same day as the agreement for sale and purchase was countersigned and on which the vendor initialled the deletion on 7 July 2014. It is put that as a result, even on the licensee's own evidence, the vendor was not given a reasonable opportunity to obtain the advice. That does not necessarily follow.

[43] In addition, it is put for the Authority that the licensee did not advise the Committee that he had told the vendor that she could discuss the deletion further with her solicitor. That seems to be so.

[44] Ms Lawson-Bradshaw notes that, in her telephone discussion with the investigator, the vendor did not state that the licensee had advised her to seek legal advice in respect of deleting the amended valuation clause.

[45] Finally, the licensee submits that the deletion is irrelevant as the vendor was effectively appointing the valuer herself and the identity of the valuer is irrelevant because of the professional obligations and accountability of registered valuers. The Authority submits that these points are irrelevant to the conduct of the licensee in respect of Rule 9.7

Rule 6.1

[46] Rule 6.1 provides:

> *"6.1 A licensee must comply with fiduciary obligations to the licensee's client."*

[47] It is submitted for the Authority that, while there is no suggestion that the vendor was pressured into accepting the deletion, the express purpose of Rule 9.7 is to ensure that the vendor is advised to seek legal advice and given a reasonable opportunity to do so before signing or initialling any changes to a contractual document. The Authority submits that it was appropriate for the Committee to conclude that the licensee had also breached Rule 6.1.

Delay in providing agreement for sale and purchase

[48] Counsel for the Committee noted that the agreement for sale and purchase was signed on 7 July 2014 and that there was a dispute as to when a copy was sent to the complainant. The complainant stated he did not receive a copy until 23 July 2014 and the licensee stated it was provided on 14 July 2014. The Committee concluded that even the delay to 14 July 2014 was unacceptable and breached Rule 5.1 which provides: *"5.1 A licensee must exercise skill, care, competence, and diligence at all times when carrying out real estate agency work."*

[49] Ms Lawson-Bradshaw observes that, on the evidence, the listing agent was responsible for providing the agreement for sale and purchase rather than the licensee (and the listing agent is licensed as a branch manager); and we may consider this finding of the CAC was in error on the facts.

Penalty Decision

[50] Ms Lawson-Bradshaw noted that the licensee also appeals against the Orders made by the Committee in respect of penalty (although not addressed specifically in the licensee's written submissions). Counsel notes that, in respect of penalty, the licensee will have to demonstrate that the Committee made an error of law or principle; or failed to take into account a relevant consideration; or took into account irrelevant considerations; or was plainly wrong. She submits that the Committee did not make any errors in concluding that the licensee engaged in unsatisfactory conduct in and the subsequent penalties imposed.

The Case for the Appellant/Licensee

[51] Mr Rea argues that ss 134 to 137 had no application to the sale and purchase transaction referred to above. We agree as we have already explained, and that it is ironic that the complaint arose as a result of the licensee taking a cautious approach involving steps that were not required.

[52] Mr Rea then referred to Rule 9.7 of the 2012 Rules set out above. He submits that the consent form 2 was already signed by the vendor before the notation was removed and that Rule 9.7 refers to *"signing"* a contractual document, and not to *"initialling alterations"* of a document already signed. Also, Rule 9.7 does not require a licensee to obtain written confirmation of anything from a vendor.

[53] Mr Rea also submitted that the vendor was well aware of her ability to seek further legal advice if she so wished, having obtained legal advice already. He submits there is no evidence that the vendor was placed under any pressure by the licensee and it seems that she had every opportunity to seek further advice if she wished but that she chose not to do so. Also, as Mr Rea says, it was expressly

discussed with her by the licensee that she may wish to refer the matter back to the complainant solicitor.

[54] A further submission from Mr Rea was that the deletion of the notation was of no consequence because, in the following recommendation of TSB as to the identity of the valuer, the vendor was herself instructing the appointment. In any case, as Mr Rea also notes, the identity of a valuer should make no material difference given the professional obligations and accountability of registered valuers.

[55] Rule 6.1 of the 2012 Regulations is set out above. Mr Rea submits that there has been no breach of any fiduciary duty. He puts it that there is no basis for any suggestion that the licensee was in any way seeking to prefer his own interests, or those of any other party, above the interests of the vendor; and there is no evidence at all that Mr Myers was not an entirely appropriate and professional value to recommend.

[56] Mr Rea notes that the vendor had already taken legal advice on the agreement and on the client consent form and the licensee had every reason to expect that she would have been competently advised. The licensee expressly discussed with her that she was free to seek further legal advice if she wished to do so about deleting her solicitor's notation on the Form 2 consent form, and there was no evidence the vendor was placed under any pressure but, in fact, the evidence is to the contrary and that she was an independent and experienced property person.

[57] With regard to the issue whether it was unsatisfactory for the licensee to not provide a copy of the agreement of sale and purchase to the vendor for seven days, we accept that this was not the fault of the licensee and was probably an isolated oversight by Ms Rowe.

Discussion

[58] We received helpful final oral submissions from both counsel which succinctly traversed their above respective submissions.

[59] As Mr Rea put it, we have had far more information and evidence adduced to us than did the Committee. We accept that, somehow or another, the licensee's evidence was not accurately put before the Committee. In any case, we find the licensee an honest and credible witness and we accept his evidence of events, as he has put to them to us.

[60] We do not think this is a situation of the licensee seeking to circumvent the complainant solicitor, although we think that it would have been a basic courtesy on the part of the licensee to have quickly telephoned the complainant solicitor and advised that the vendor had agreed to appoint Mr Myers as valuer so that the notation added by the solicitor had been complied with. That courtesy would have obviated the proceedings before the Committee and us and shown true professionalism. However, in context, we could not regard that as a failure in the conduct expected from a licensee. It does not amount to a breach of Rule 5.1 in the context of this case.

[61] We accept that the licensee firmly and clearly gave the vendor the opportunity to go back to her lawyer over the selection of the valuer and the deletion of the notation added to the consent form by that lawyer but she chose not to. We consider

that she was perfectly entitled to not only not do so, but also to indicate to the licensee that she did not wish that to be done. There could be all sorts of reasons as to why the vendor felt she needed legal advice over the contract documents but not over the selection of a valuer. She is to be respected as a competent vendor. Frankly, it is to the credit of the licensee that he advised her that she could take further legal advice about the selection of the valuer and cancellation of the lawyer's notation which, as we have covered above, did not need to be cancelled or interfered with.

[62] Essentially, a real estate agent should be taking instructions from the vendor who owns the property being sold and, naturally, is most concerned that things be done the vendor's way within reason; unless an instruction is contrary to law. We accept that no pressure was put on the vendor by the licensee or the Agency.

[63] There has been no breach of any type of trust as between the licensee and his vendor client. Nor has there been any breach of a fiduciary duty from the licensee to the complainant solicitor but, as we have explained above already, observing every courtesy to business colleagues or contacts tends to obviate complaints and confusion. However, Rule 6.2 was not breached.

[64] Very professionally, Ms Lawson-Bradshaw accepted that this appeal has come down to our assessment of the credibility of the licensee as a witness, particularly, over the issue whether he advised the vendor to seek legal advice over the selection of the valuer and the removal of her solicitor's notation to the form 2 consent. We find firmly that to be so. Rule 9.7 has been complied with.

[65] As Ms Lawson-Bradshaw also observed, we have not had sworn evidence from the vendor; although she has not complained in any way about the licensee who seems to have achieved a good sale for her. There is no reason to believe that the vendor may not have understood the implications of the licensee removing the solicitor's notation from that consent form.

[66] We take the view that the vendor did choose a valuer in the way her lawyer had carefully provided for. The vendor seems to have been business-experienced and to have known her own mind in the relevant situation at material times. It was for her to give instructions, not for the licensee so long as he fulfilled his legal duty which he did e.g. advising the vendor that she could take legal advice at material times.

[67] Having said all that, we emphasise yet again that this complaint and the proceedings before the Committee and us could have been avoided if the licensee had used basic common-sense and common courtesy as follows. He should have made a quick telephone call to the lawyer for the vendor simply to advise that she had chosen a valuer and that the clause or notation inserted in the consent form by that lawyer had been implemented and put it to the (complainant) lawyer that, presumably, that lawyer was comfortable with what had happened.

[68] It follows that this appeal succeeds; the findings of the Committee are quashed; and no further action is to be taken against the licensee.

[69] Pursuant to s 113 of the Act, we record that any person affected by this decision may appeal against it to the High Court by virtue of s 116 of the Act.

_____
Judge P F Barber
Chairperson

_____
Mr G Denley
Member

_____
Ms N Dangen
Member