

PUBLIC HEARING

Professional Conduct Committee Initial Hearing

22 to 23 July 2024

Name: McMANOMAN, Victoria

Registration number: 111575

Case number: CAS-204991-H9K9P9

General Dental Council: Sam Thomas, Counsel
Instructed by Terry Symon, IHLPS

Registrant: Present
Unrepresented

Fitness to practise: Impaired by reason of misconduct

Outcome: Fitness to Practise Impaired. Reprimand Issued

Committee Members: Helen Baker (Chair, Dentist Member)
Katarzyna Richards (Dental Care Professional Member)
Louise Wallace (Lay Member)

Legal Adviser: Lucia Whittle-Martin

Committee Secretary: Lola Bird

Mrs McManoman,

1. This is a Professional Conduct Committee hearing in respect of a case brought against you by the General Dental Council (GDC).
2. The hearing is being conducted remotely by Microsoft Teams video-link.
3. You are representing yourself at these proceedings. The Case Presenter for the GDC is Mr Sam Thomas, Counsel.

The charge

4. The charge against you was set out in the formal notice of hearing dated 19 June 2024 as follows:

“That being a Registered Dental Nurse:

- 1. From 3rd March 2021 to 6th October 2021, you practiced as a dental nurse without adequate indemnity insurance.*
- 2. On 22nd July 2021, when renewing your registration with the General Dental Council, you made the following declaration: ‘I have in place, or will have in place at the point at which I practise in the UK, insurance or indemnity arrangement appropriate to the area of my practice.’*
- 3. Your declaration, contained within allegation 2, above, was:*
 - a. Misleading;*
 - b. Dishonest, in that you knew at the time of the declaration, that you did not have in place, nor would you have in place at the point at which you practise in the UK, an insurance or indemnity arrangement appropriate to your area of practice.*

AND THAT, in consequence of the matters set out above, your fitness to practise as a dental nurse is impaired by reason of your misconduct.”

Admissions to the charge – 22 July 2024

5. You told the Committee at the outset of this hearing that you admitted the allegations at heads of charge 1, 2 and 3a above.
6. You accepted that you practised as a dental nurse from 3 March to 6 October 2021 without adequate indemnity insurance. You also accepted that on 22 July 2021, when

renewing your registration with the GDC, you ticked the relevant box declaring that you had in place or would have in place at the point at which you practise in the UK, insurance, or an indemnity arrangement appropriate to your area of practice.

7. At the time you made the declaration to the GDC in July 2021, you were practising as a dental nurse, and you did not in fact have insurance or an appropriate indemnity arrangement in place. You therefore accepted that your declaration was misleading, in that the GDC was misled about your indemnity status at the material time.

8. You denied the allegation of dishonesty set out at head of charge 3b.

Findings in relation to your admissions to the charge – 22 July 2024

9. The Committee heard and accepted the advice of the Legal Adviser, who drew its attention to Rules 17(4) and 17(5) of the *GDC (Fitness to Practise) Rules 2006 Order of Council*, which state:

17(4) - A Practice Committee shall in the first instance deal with any preliminary applications, admissions or preliminary matters of law, and make determinations in respect of them before the commencement of the factual inquiry.

17(5) - The Chairman of a Practice Committee shall inform the parties of the determinations made under paragraph (4).

10. The Legal Adviser also referred the Committee to the GDC's 'Guidance on Admissions made at the Preliminary Stage in Fitness to Practise Proceedings' issued in October 2022 ('the admissions guidance'). Paragraph 2.9 of the admissions guidance states that:

"Whilst Rule 57(4) states that it shall be for the GDC to "prove any fact alleged in the notification of hearing", that requirement must be taken to exclude facts that are admitted pursuant to Rule 17(4) and, in effect, the GDC discharges the obligation to "prove" an alleged fact by reliance on the registrant's formal admission of its truth at the preliminary stage".

11. The Legal Adviser advised that on the basis of paragraph 2.9 above, the Committee could accept your admissions and announce the admitted allegations as 'proved' without requiring the GDC to adduce any evidence to prove those admitted matters.

12. The Legal Adviser also highlighted paragraph 3.1.3 of the admissions guidance which states that:

"In some rare instances, the practice committee may determine that a registrant's admissions are not found proved, for instance if they are concerned that any admissions are being made under duress or if a registrant is unrepresented and they

satisfy themselves that a registrant has not understood the basis for, or the consequences of the admission. In such rare cases, where the practice committee determine not to accept the admission(s), the practice committee should set out its reasons why it has not accepted the admission(s). In such circumstances, the GDC case presenter should proceed to adduce evidence at the factual enquiry stage in respect of those admission(s) that have not been determined as being found proved, along with any other heads of charge that remain in dispute.”

13. The Committee, having had regard to the circumstances of this case, and to your witness statement provided in advance of this hearing, was satisfied that you understood the basis for, and the consequences of your admissions. It therefore accepted your admissions, and it determined that the admitted matters at heads of charge 1, 2 and 3a were proved.

Case background and the GDC’s opening submissions

14. The issue of your lack of adequate indemnity insurance for the period 3 March 2021 to 6 October 2021 came to the attention of the GDC when it requested evidence of indemnity insurance from you which you could not provide. The Council’s request was made during its consideration of a separate matter which does not form part of this hearing.

15. In opening the case for the GDC, Mr Thomas referred the Committee to the expert evidence obtained by the Council in the form of a report dated 28 February 2024, prepared by Mr Conor Mulcahy, dentist and specialist in prosthodontics.

16. Mr Mulcahy sets out in his report that since 2016, all dental professionals have had a legal and professional duty to ensure that they have adequate or appropriate indemnity cover in relation to their practice. Mr Mulchay explains that dental nurses can access indemnity insurance in a number of ways. He states that dental nurses can obtain independent personal insurance directly from an indemnity provider. In addition, many organisations (NHS bodies and independent dental practices) provide indemnity cover to their staff through NHS indemnity or practice/group policies. Mr Mulchay states, however, that the onus is on individual practitioners to ensure that they have adequate or appropriate indemnity insurance in place in all their workplaces, and that the insurance is relevant to all duties carried out.

17. Mr Thomas highlighted that in this case, in addition to having admitted that you did not have adequate indemnity insurance covering the period 3 March 2021 to 6 October 2021, you have admitted making a declaration to the GDC, when renewing your registration in July 2021, indicating that you did have such insurance. Mr Thomas stated that it was to your credit that you have also accepted that your conduct in this regard was objectively misleading.

18. Mr Thomas acknowledged that in light of your admissions, the factual evidence relied upon by the GDC is not challenged. However, he drew the Committee's attention to the witness statement dated 16 February 2024, from Witness 1, the Dental Lead for your current employer. Your employer is a company that provides dental services ('the Company') and you worked for the Company as a dental nurse from December 2018 to July 2023. You have remained employed by the Company, but since September 2023 you have been working in a role that does not require GDC registration.

19. Mr Thomas highlighted that Witness 1 explains in her witness statement that, due to the nature of your contract with the Company, you were not covered by the Company's indemnity policy or by the Company's general insurance. Therefore, you were required to have your own indemnity policy at all times.

20. Mr Thomas also referred the Committee to the witness statement of Witness 2, an Operations Manager at the GDC. Mr Thomas asked the Committee to note Witness 2's evidence that as part of her role, she has access to the GDC's case management system, including information about declarations made during the registration renewal process. Mr Thomas stated that the exhibits provided by Witness 2 with her witness statement evidence the declaration you made on 22 July 2021, a declaration that is now known to have been incorrect.

21. Mr Thomas submitted that the question for the Committee at this hearing was whether your making of the incorrect declaration in July 2021 was intentional or a mistake. He submitted that if it were found to be deliberate, this would be a very serious matter. He further submitted that the issue should still be regarded as serious, even if it is decided that your conduct was due to carelessness or an oversight, given the importance of indemnity insurance. He referred the Committee to Mr Mulcahy's report, in which Mr Mulcahy references the GDC's guidance on indemnity (2016) which emphasises that *"All dental professionals must, by law, have an indemnity arrangement or insurance policy in place. This is so that any patient who suffers harm can recover any money they might be entitled to through compensation, in the event of a successful claim"*.

Evidence

22. The Committee received both documentary and oral evidence.

23. As outlined in the opening submissions of the GDC, the Committee had before it the witness statements of Witness 1 and Witness 2, as well as the expert report of Mr Mulcahy.

24. Also before the Committee was email correspondence from your insurance broker to the GDC dated 8 December 2023, enclosing your policy schedules from 2021 up until December 2023. It was stated within that email correspondence that in March 2021 your *"renewal was missed..."*. Your insurance brokers confirmed that you had since obtained retrospective indemnity insurance to eliminate the gap in your cover.

25. In addition, the Committee heard oral evidence from Witness 1, including evidence in relation to your character.

26. In view of your admissions, neither Witness 2 nor Mr Mulcahy were required to attend the hearing to give oral evidence.

27. In respect of your case, the Committee received your witness statement prepared for this hearing dated 7 July 2024. It also heard oral evidence from you. You maintained in both your written and oral evidence that the errors in relation to your indemnity insurance had been due to an oversight on your part.

Findings of Fact – 23 July 2024

28. The Committee considered all the evidence presented to it. It accepted the advice of the Legal Adviser. Neither party made closing submissions in this case.

29. In considering the evidence, the Committee was satisfied that nothing arose that undermined the admissions that you made at the outset of the hearing. Accordingly, in its deliberations, the Committee focused on the outstanding allegation of dishonesty at head of charge 3b.

30. The Committee remained mindful that the burden of proof rests with the GDC, and that the standard of proof is the civil standard, that is, whether the allegation at 3(b) is proved on the balance of probabilities. The Committee also bore in mind the relevant test for dishonesty as set out in the case of *Ivey v Genting Casinos (UK) Ltd. t/a Crockfords [2017] UKSC 67* ('the case of *Ivey*').

31. For completeness, the following findings made by the Committee include those matters found proved on the basis of your admissions:

1.	<p><i>From 3rd March 2021 to 6th October 2021, you practiced as a dental nurse without adequate indemnity insurance.</i></p> <p>Admitted and found proved.</p>
2.	<p><i>On 22nd July 2021, when renewing your registration with the General Dental Council, you made the following declaration: 'I have in place, or will have in place at the point at which I practise in the UK, insurance or indemnity arrangement appropriate to the area of my practice.'</i></p> <p>Admitted and found proved.</p>
3a.	<p><i>3. Your declaration, contained within allegation 2, above, was:</i></p> <p><i>a. Misleading;</i></p>

	<p>Admitted and found proved.</p>
<p>3b.</p>	<p>3. <i>Your declaration, contained within allegation 2, above, was:</i></p> <p><i>b. Dishonest, in that you knew at the time of the declaration, that you did not have in place, nor would you have in place at the point at which you practise in the UK, an insurance or indemnity arrangement appropriate to your area of practice.</i></p> <p>Found not proved.</p> <p>The Committee applied the relevant test for dishonesty as set out in the case of <i>Ivey</i>. It first considered your state of knowledge and belief as to the facts when you made the declaration to the GDC in July 2021.</p> <p>The Committee noted your evidence that during the time that you were working for the Company as a dental nurse, you also worked as a dental nurse at two hospital trusts. You worked at the first hospital trust from 2004 to 2019. This period overlapped with the start of your contract with the Company, which began in December 2018. After leaving the first hospital trust, you started working at the second hospital trust from 2020 to 2022, also whilst still working for the Company.</p> <p>Your evidence was that both hospital trusts provided indemnity cover for staff members. You told the Committee that you were aware that whilst the indemnity cover provided by the first hospital trust insured you for the work you carried out at that hospital, it did not insure you for the private work that you undertook for the Company. Therefore, you arranged and paid for your own indemnity insurance to cover your practice with the Company. The evidence from your insurance broker shows that you had such cover.</p> <p>You told the Committee that when you began work at the second hospital trust in 2020, you were informed through ‘word of mouth’ that the indemnity cover this hospital trust provided would insure you for all of your work as a dental nurse, including your private work with the Company. Although, you admitted that you never checked the second trust’s indemnity policy yourself to see if this was the position.</p> <p>It was your evidence that when you ticked the relevant box declaring to the GDC in July 2021 that you had or would have adequate indemnity insurance in place, you believed that you were fully indemnified through the second hospital trust. You said that it was only when the GDC requested proof of your indemnity, and you made enquires with the second hospital trust and also the Company, that you realised that your belief was mistaken.</p> <p>The Committee bore in mind that the burden of proof at these proceedings rests with the GDC. The Committee took into account Mr Thomas’ submission that dishonesty could be found by inference. The Committee</p>

also took into account that there is no documentary evidence before it in relation to the details of your contract with either hospital trust.

The Committee heard from Witness 1 that she considered you to be honest and trustworthy. It also noted the positive comments made by Witness 1 in her witness statement about your work as a dental nurse. She confirmed that the Company would be happy to re-employ you as a dental nurse if the opportunity arose.

In addition, the Committee took into account your previous good character, in that you have no fitness to practise history, as well as the evidence that you have a strong employment history. This has included arranging your own indemnity insurance when you understood that you needed to do so. The Committee further noted that when the lapse in your indemnity cover for the period 3 March 2021 to 6 October 2021 was brought to your attention, you immediately arranged retrospective insurance to cover the gap. You told the Committee in your oral evidence that you would not have knowingly jeopardised your *"lifelong"* career in dental nursing over the cost of indemnity insurance in the region of £80.

Having considered all the evidence, the Committee concluded that, on balance, you were acting on a mistaken belief that you had adequate indemnity insurance when you made the declaration to the GDC in July 2021. The Committee considered that it was misguided of you not to confirm the details of the indemnity cover offered by the second hospital trust before completing the declaration, particularly given your experience with the first hospital trust, when you did have to obtain separate indemnity cover for your private work. However, the Committee did not consider your mistaken belief to be unreasonable, given that it was a different trust and you had heard that there were different rules around indemnity cover.

Having established your state of mind and knowledge as to the facts when you made the declaration to the GDC in July 2021, the Committee turned to the second limb of the test in the case of *Ivey*. It considered how ordinary decent people would regard your conduct. The Committee concluded that, in all the circumstances, ordinary decent people would not regard your conduct in making the declaration as dishonest.

The Committee was not satisfied on the balance of probabilities that you deliberately made an untrue declaration to the GDC. Accordingly, this allegation at 3b is not proved.

32. The hearing now moves to Stage Two.

Stage Two of the hearing – 23 July 2024

33. The Committee's task at this second stage of the hearing has been to determine whether the facts found proved amount to misconduct, and if so, whether your fitness to practise is impaired by reason of that misconduct. The Committee took into account that if it found current impairment, it would also need to determine what sanction, if any, to impose on your registration.

34. The Committee considered all the evidence presented to it at the fact-finding stage, both oral and documentary. It also considered the other evidence it received from you prior to the start of the hearing that is relevant to this second stage, namely your evidence bundle comprising your Continuing Professional Development.

35. The Committee took account of the submissions made by Mr Thomas on behalf of the GDC in relation to misconduct, impairment, and sanction. It also took account of your submissions made at this stage. Also provided to the Committee were written representations that were prepared in advance on your behalf by the solicitors that assisted you with your case.

36. The Committee accepted the advice of the Legal Adviser. It bore in mind that its decisions were for its independent judgement. There is no burden or standard of proof at this stage of the proceedings.

The facts found proved

37. You admitted, and the Committee found proved on the basis of your admission that, from 3 March 2021 to 6 October 2021, you practiced as a dental nurse without adequate indemnity insurance.

38. You also admitted, and it was found proved on the basis of your admission, that on 22 July 2021, when renewing your registration with the GDC, you made the following declaration: *'I have in place, or will have in place at the point at which practise in the UK, insurance or indemnity arrangement appropriate to the area of my practice.'* At the time you made this declaration, you were practising as a dental nurse, and you did not in fact have insurance or an appropriate indemnity arrangement in place. You therefore admitted, and the Committee found proved on the basis of your admission, that your declaration was misleading, in that the GDC was misled about your indemnity status at the material time.

39. The Committee did not find, however, that there was any dishonesty on your part in making the declaration. It was satisfied on the evidence before it that you acted under the mistaken belief that you were fully indemnified by virtue of a policy offered by one of your employers.

Summary of parties' submissions

40. In addressing the Committee on the issue of misconduct, Mr Thomas made reference to a number of relevant legal authorities. He outlined that in case law 'Misconduct' is viewed as a word of general effect, involving some act or omission which falls short of what would be proper in the circumstances. Mr Thomas highlighted that the standard of propriety may often be found by reference to the rules and standards ordinarily required to be followed, which in this case would be the GDC's '*Standards for the Dental Team*' (Effective from September 2013) ('the GDC Standards').

41. Mr Thomas submitted that there is an express provision within the GDC Standards requiring all registered dental professionals to have indemnity insurance. In this regard, he referred the Committee to Standard 1.8 which states that:

"You must have appropriate arrangements in place for patients to seek compensation if they have suffered harm".

42. It was Mr Thomas' submission that, given this clear and definitive standard by which all practitioners must abide, the finding that you practised for a period of time without indemnity insurance is serious. He stated that if a patient had had reason during that time to make a claim against you, they would not have been afforded any compensation. In fairness to you, Mr Thomas highlighted that you subsequently arranged retrospective cover but, he submitted, this was a mitigating factor that goes to the issue of sanction rather than the underlying conduct. He submitted that the findings in this case demonstrate your clear breach of a fundamental GDC Standard.

43. In relation to impairment, Mr Thomas submitted that your fitness to practise is currently impaired on account of your past behaviour, as such conduct undermines public confidence in the dental profession. He contended that some action must be taken against you to uphold the public's confidence. Mr Thomas made clear that it is not the GDC's position that you pose a present risk to the public, although there was the hypothetical risk of patients not being able to claim compensation if required.

44. Mr Thomas drew the Committee's attention to a number of legal authorities in relation to impairment, which emphasise the duty of the Committee to consider the wider public interest when determining the issue of impairment. It was his submission that a finding of no impairment in this case would fail to reaffirm the importance of registrants having indemnity insurance or arrangements in place at the time they are practising. Mr Thomas submitted that public confidence in the dental profession would be undermined if a finding of impairment were not made in the circumstances.

45. With regard to sanction, Mr Thomas invited the Committee to issue you with a reprimand. He drew the Committee's attention to the paragraphs that deal with the sanction of reprimand in the GDC's '*Guidance for the Practice Committees including Indicative*

Sanctions Guidance (Effective from October 2016; last revised in December 2020) (‘the ISG Guidance’). Mr Thomas acknowledged that the option of taking no action after a finding of impairment was a course that was open to the Committee if it considered there to be exceptional circumstances in this case. However, the GDC’s position was that a reprimand would be the most appropriate and proportionate sanction.

46. In your submissions, you told the Committee that you understand the importance of upholding public confidence in the dental profession. You also acknowledged the impact on patients being unable to claim compensation against an uninsured dental nurse.

47. You submitted that you would make sure that nothing like this happens again. You stated that you would make it your priority to ensure that you always have adequate indemnity in place, and that you would check the indemnity policies any time you start work at new places of employment. You said that you would make more of an effort in researching how you could access any employer policy documents. You submitted that your intention in any event would be to always maintain a separate private policy at all times, regardless of any employer cover offered.

48. You apologised for your past errors in relation to your indemnity insurance and said that you were *“really sorry matters had come to this”*.

49. In respect of any future indemnity policies, you told the Committee that you would pay due attention to renewal reminders, including reminders that you would set for yourself, and ensure that you paid to renew your policies ahead of their due dates.

50. You highlighted that you have not been working as a dental nurse for the past 12 months, but if you are permitted to return to practice, obtaining indemnity insurance would be the first thing that you do.

Decision on misconduct

51. The Committee considered whether the facts found proved in this case amount to misconduct. It took into account that a finding of misconduct in the regulatory context requires a serious falling short of the professional standards expected of a registered dental professional.

52. The Committee had regard to its findings and to the GDC Standards and was satisfied that Standard 1.8 is clearly engaged in this case. Standard 1.8 requires all GDC registrants to *“...have appropriate arrangements in place for patients to seek compensation if they have suffered harm”*.

53. As you practised for a period of seven months without indemnity insurance, you clearly breached the express provision of Standard 1.8. Furthermore, in the Committee’s view, this was a serious breach given the fundamental nature of indemnity insurance in dental practice. In the absence of such insurance or arrangements, patients who experience

problems with their dental care would be unable to seek redress. Having and maintaining adequate indemnity insurance or arrangements is an absolute requirement for all dental professionals with no exception.

54. In the Committee's judgment, your conduct admitted and found proved represented a serious departure from what was expected of you in the circumstances and amounted to misconduct.

Decision on impairment

55. The Committee next considered whether your fitness to practise is currently impaired by reason of your misconduct. It had regard to the over-arching objective of the GDC, which is: the protection, promotion and maintenance of the health, safety, and well-being of the public; the promotion and maintenance of public confidence in the dental profession; and the promotion and maintenance of proper professional standards and conduct for the members of the dental profession.

56. The Committee acknowledged that, in the circumstances of this case, misconduct is remediable, and that you had remedied it by obtaining retrospective indemnity cover.

57. In considering the likelihood of repetition, the Committee had regard to your submissions about the measures that you would put in place to ensure that you would not make the same errors again. The Committee was reassured by your answers to its questions of clarification during your submissions, and it considered that you demonstrated a good level of insight, including into how your misconduct arose. The Committee also noted your recognition of the impact of your behaviour on patients and public confidence in the dental profession.

58. Having considered all the evidence in this case and your submissions made at this stage of the hearing, the Committee concluded that the risk of you repeating your misconduct is low. It was also satisfied that there is no ongoing risk to the public, including because you have obtained retrospective cover for the period in question, and you stated that you would obtain indemnity cover if you returned to work as a dental nurse. In the circumstances, the Committee did not consider that a finding of impairment is necessary for the protection of the public.

59. However, the Committee went on to consider the wider public interest, in particular the need to maintain public confidence in the dental profession and the need to uphold proper professional standards. The public have a right to expect that the standards set by the GDC as the regulator are adhered to by all registered dental professionals. Having adequate indemnity insurance or arrangements in place is a fundamental requirement that must be complied with, given its importance in dental practice.

60. It was the conclusion of the Committee that public confidence in the dental profession would be undermined if a finding of impairment were not made in the circumstances of this case. The Committee also considered that such a finding is required to promote and maintain proper professional standards.

61. Accordingly, the Committee determined that your fitness to practise is impaired by reason of your misconduct on wider public interest grounds.

Decision on sanction

62. The Committee next considered what sanction, if any, to impose on your registration. It noted that the purpose of a sanction is not to be punitive, although it may have that effect, but to uphold the wider public interest. In reaching its decision, the Committee had regard to the ISG Guidance. It applied the principle of proportionality, balancing the public interest with your own interests.

63. In deciding on the appropriate sanction, the Committee considered the issue of mitigating and aggravating factors. In mitigation, it took into account the following:

- there is evidence of good conduct following the incident in question, particularly remedial action including that you obtained retrospective cover as soon as your oversight had been brought to your attention.
- there is evidence of previous good character in that you have no fitness to practise history. The Committee also had regard to the positive comments made by Witness 1 in relation to your character and your work as a dental nurse, including that the Company would re-employ you in a dental nursing role if the opportunity arose. The Committee noted the evidence presented by you at Stage One which included a positive appraisal from a previous employer.
- there is evidence of remorse shown, insight, and apology given.
- there is evidence of steps taken to avoid a repetition. In this regard, the Committee took into account your submissions in relation to the measures that you would put in place to remind you to renew your indemnity policy.

64. The Committee did not identify any aggravating factors in this case.

65. Taking all the above into account the Committee considered the available sanctions. It started with the least restrictive, as it is required to do.

66. The Committee noted that it was open to it to conclude this case without taking any action in relation to your registration. However, it did not consider that there was anything exceptional about this case to justify such an outcome. It was the view of the Committee

that concluding this case with no further action would not serve to address the identified wider public interest considerations.

67. The Committee next considered whether to issue you with a reprimand. In doing so, it had regard to paragraph 6.9 of the ISG guidance which sets out the factors that indicate when issuing a reprimand would be suitable. The Committee was satisfied that the majority of the listed factors apply in this case, these being as follows:

- there is no evidence to suggest that the dental professional poses any danger to the public;
- the dental professional has shown insight into his/her failings;
- the behaviour was not deliberate;
- the dental professional has genuinely expressed remorse;
- there is evidence that the dental professional has taken rehabilitative/corrective steps;
- the dental professional has no previous history.

68. In deciding whether issuing a reprimand was the most appropriate and proportionate sanction in all the circumstances, the Committee considered whether a higher sanction would be suitable. In doing so, it discounted the imposition of conditions on your registration, given that there are no clinical concerns in this case. It took into account that conditions are designed to address discrete areas of a registrant's clinical practice and no concerns about your practice as a dental nurse have been raised.

69. The next sanction available to the Committee would have been a suspension order. It concluded, however, that the suspension of your registration would be wholly disproportionate. In reaching its conclusion it had regard to paragraph 6.28 of the ISG guidance which relate to suspension and was not satisfied that the relevant factors for such a sanction apply in this case.

70. In all the circumstances, the Committee determined to issue you with a reprimand. A reprimand will be publicly recorded as the outcome of the case against you. The fact that you have been issued with a reprimand and a copy of this public determination will appear alongside your name on the GDC register for a period of 12 months. A reprimand forms part of your fitness to practise history and is disclosable to prospective employers and prospective registrars in other jurisdictions.

71. That concludes this determination.