

Tribunal meeting number 186 / Case 2

Case reference: 87235  
Case: Prohibition of an associated individual

**THIS CASE WAS BROUGHT AGAINST THE ASSOCIATED INDIVIDUAL UNDER PARAGRAPH 4.8.7 OF THE CODE**

## BACKGROUND

### i) Summary relating to Ms Wing Kee Cheng (also known as Cheng Wing Kee)

The Tribunal was asked to consider imposing a prohibition against Ms Wing Kee Cheng pursuant to paragraph 4.8.2(g) of the 13<sup>th</sup> edition of the PhonepayPlus Code of Practice (the “**Code**”).

The case related to an adjudication against the Level 2 provider Technology and Communication Limited (the “**Level 2 provider**”) (12 November 2015, case reference 85479), which concerned breaches of the sanctions imposed by an earlier Tribunal (3 September 2015, case reference 60325). The case on 3 September 2015 concerned a recorded entertainment service operated by the Level 2 provider (the “**Service**”). In that adjudication, the Level 2 provider was found to have not treated consumers fairly and equitably (as consumers were likely to access the Service unintentionally and incur charges due to a “click-call” mechanism), and to have failed to include the name of the Level 2 provider or prominent pricing information in promotions for the Service, as required by the Code.

On 12 November 2015, the Tribunal instructed the Executive to initiate the process which may lead to the prohibition of Ms Cheng pursuant to paragraph 4.8.2(g) of the Code.

The Tribunal considered the following evidence in full:

- The Tribunal decisions against the Level 2 provider dated 3 September 2015 and 12 November 2015;
- An international CreditSafe report in respect of the Level 2 provider;
- A contract signed by Ms Cheng for the Level 2 provider dated 3 October 2014;
- Correspondence between the Executive and the Level 2 provider, including with Ms Cheng;
- An extract from the PhonepayPlus registration database identifying Ms Cheng as primary contact for the Level 2 provider;
- Proofs of service of the prohibition letter by post and email on Ms Cheng and the Level 2 provider.
- Letters dated 9 May, 25 May and 24 June 2016 from Redwood Limited and Ms Cheng to Ofcom and PhonepayPlus;
- Nominee Service Indemnity Agreements between Redwood Limited and the Level 2 provider dated 13 October 2015, and between Ms Cheng and Level 2 provider dated 27 May 2014; and
- Forms ND4 Notice of Resignation of Company Secretary and Director documents dated 27 June 2016 in respect of Redwood Limited and Ms Cheng.

The Executive conducted this matter in accordance with paragraph 4.8.7 of the Code. On 9 June 2016, the Tribunal reached a decision regarding the imposition of a prohibition on Ms Cheng.

**Preliminary issue – service of notification of a potential prohibition**

The Tribunal noted that the Executive had sent notification of a potential prohibition to Ms Cheng, and the Level 2 provider on 20 May 2016 by post and email but it did not receive a response prior to the Tribunal of 9 June 2016. The Executive had made enquiries with its courier in Hong Kong and had been informed on 15 June 2016 that it was not possible for the letter to be left at the premises without a signature being obtained. The Tribunal heard that the Executive had on 15 June 2016 posted the notification of a potential prohibition to Ms Cheng and the Level 2 provider. The Tribunal were informed by the Executive that it had received a response from Ms Cheng dated 24 June, which had originally been sent on 25 May albeit to the Executive's previous registered address. In response to questioning by the Tribunal, the Executive confirmed it had no records of any other correspondence with the Level 2 provider or Ms Cheng in the period between December 2015 and May 2016. The Executive confirmed that it had sent two letters to Ms Cheng's residence, the first on 20 May and a second on 31 May as the Executive had noted that a variant of Ms Cheng's address had been seen on a company report and it had ensured that the notification had been sent to both variants of the address.

The Tribunal examined the proofs of service of the prohibition letter and evidence that the emailed version of the prohibition letter sent only to the director's email address as registered with PhonepayPlus had been sent.

The Tribunal was satisfied, in accordance with paragraph 4.8.7 of the Code, that the Executive had made all reasonable attempts to notify Ms Cheng and the relevant parties in writing of the prohibition proceedings.

**ii) Relevant Code provisions**

- Paragraph 4.8.2(g) of the Code states:

“The Tribunal can apply a range of sanctions depending upon the seriousness with which it regards the breach(es) upheld... Having taken all relevant circumstances into account, the Tribunal may impose any of the following sanctions singularly or in any combination in relation to each breach as it deems to be appropriate and proportionate...

(g) prohibit a relevant party and/or an associated individual found to have been knowingly involved in a serious breach or series of breaches of the Code from providing, or having any involvement in, any premium rate service or promotion for a defined period.”

- Paragraph 5.3.9 of the Code states:

“‘Associated individual’ is any sole trader, partner or director or manager of a premium rate service provider, anyone having day to day responsibility for the conduct of its relevant business and any

individual in accordance with whose directions or instructions such persons are accustomed to act, or any member of a class of individuals designated by PhonepayPlus”.

- Paragraph 4.8.7 of the Code states:

“If a Tribunal considers that it may wish to make a prohibition under sub-paragraph 4.8.2(f), 4.8.2(g) or 4.8.2(h) in respect of any associated individual, PhonepayPlus shall first make all reasonable attempts to notify the individual concerned and the relevant party in writing. It shall inform each of them that any of them may request an opportunity to make informal representations to the Tribunal and of the right of any of them (or PhonepayPlus itself) to instead require an oral hearing”.

#### SUBMISSIONS AND CONCLUSIONS

1. The Executive submitted that the following evidence indicated that Ms Cheng was an associated individual knowingly involved in a series of breaches of the 12<sup>th</sup> and 13<sup>th</sup> Editions of the PhonepayPlus Code of Practice (the “**Code**”), in respect of the adjudications of 3 September 2015 and 12 November 2015 against the Level 2 provider.

##### **Adjudication on 3 September 2015 - case reference 60325**

On 3 September 2015, the Tribunal adjudicated against the Level 2 provider. The Tribunal upheld three breaches of the Code (12<sup>th</sup> Edition) raised against the Level 2 provider which are outlined below. The overall seriousness rating was assessed as **serious**.

Between 15 December 2014 and 17 July 2015, PhonepayPlus received 111 complaints from consumers in relation to the Recorded Football Stars entertainment service (the “**Service**”) operated by the Level 2 provider on the following premium rate numbers (“PRN(s)”: 0913660 (010-011, 109, 178-179, 262, 276, 338, 349 and 403); 09136661 (000, 002-009) and 09136662 (000-009). The Network operator was Telecom 2 Limited. Consumers engaging with the Service dialled one of the PRNs to listen to a recording of football player quotes at a cost of £1.53 per minute. According to the Level 2 provider the Service was promoted on banner advertisements on both digital desktop and mobile applications (“**Apps**”) via a third party advertiser. Consumers engaged with the Service by clicking on the banner advertisements which generated a call from the consumers’ handsets.

The Service was registered with PhonepayPlus on 1 December 2014 and began operation on 15 December 2014. The Level 2 provider temporarily ceased promoting the Service on 22 July 2015 until all matters relating to the investigation had been concluded.

Complainants routinely stated that the PRN was automatically dialled from their handset after they inadvertently clicked on an in-app banner promoting the Service. The Executive noted that the most commonly mentioned App among complainants was the popular dating app, Grindr.

**Rule 2.3.1 – Fair and equitable treatment (serious)**

The Executive had submitted that the Level 2 provider treated consumers unfairly and inequitably because, in the absence of any built-in safeguards to minimise the risk of inadvertent connection to the Service, it was likely that consumers could access the Service unintentionally and incur a charge.

The Executive asserted that it was not sufficient for the Level 2 provider to rely solely on a technical feature of some consumers' devices to act as a safeguard against accidental connection to the Service. This was particularly the case given that the Level 2 provider would have no control over the reliability of an iOS Alert and, in any case, the Apple developer's website explained that "when a user opens a URL with the tel scheme in a native app, iOS does not display an alert and initiates dialling without further prompting the user". It was therefore entirely foreseeable that the iOS Alert would not always appear when an in-app banner advertisement was selected.

In summary, the Executive submitted that the Level 2 provider acted in breach of rule 2.3.1 of the Code as, when consumers clicked on an in-app banner, a PRN was dialled automatically, which resulted in consumers inadvertently incurring charges.

The Tribunal noted that the Level 2 provider did not appear to have deliberately set out to treat consumers unfairly, however the decision to rely solely on the appearance of an iOS Alert as the only means of safeguarding against inadvertent access to the Service (which was a device feature that was entirely out of the control of the Level 2 provider) was nevertheless reckless. The Tribunal further noted from the monitoring videos provided by both the Executive and the Level 2 provider that it was possible to click anywhere on the banner ads, and not just on the area marked "Click-Call" in order to dial a Service PRN. The Tribunal considered that, in light of this feature, consumers were particularly at risk of incurring a charge, and notwithstanding the Level 2 provider's arguments with respect to a pricing announcement at the start of the call, it was not clear that consumers would avoid incurring a charge by ending the call before the end of that announcement. Accordingly, for the reasons raised by the Executive the Tribunal upheld a breach of rule 2.3.1 of the Code.

**Rule 2.2.5 - Pricing prominence (significant)**

The Executive submitted that the Level 2 provider acted in breach of rule 2.2.5 of the Code as pricing information relating to the Service was not sufficiently prominent.

The Executive submitted that, as the banner was the means of access to the Service (i.e. clicking on the banner resulted in immediate connection to the Service), the pricing information contained within it had to comply with the requirements of rule 2.2.5 of the Code, and in particular, it had to be prominent and clearly legible. The Executive submitted that pricing on the banner advertisement was not sufficiently prominent nor clearly legible when viewed on an iPhone or similar device. The pricing was in a small font which was almost impossible to read on an iPhone screen. The Executive also noted that the text appeared to be in a very low resolution when

compared with the Twitter feed viewed on the Echofon app which further decreased the visibility and clarity of the pricing information.

The Tribunal noted that, while pricing information on the banner ads was proximate to the means of access to the Service, it was not prominent as, contrary to the guidance, the small font size rendered the pricing information illegible without close inspection of the banner. The Tribunal noted assurances from the Level 2 provider that premium rate charges did not start to run until after completion of a pricing announcement which was recited at the start of the call. The Tribunal noted however that the pricing announcement was only likely to be useful to consumers who had intended to make a call as pricing information was recited within the first five seconds of the recorded announcement, and could therefore be missed by consumers who were not intentionally dialling a PRN. The Tribunal further determined that, in order to comply with outcome 2.2 of the Code, consumers were not only required to be fully and clearly informed of all information likely to influence the decision to purchase before any purchase was made, they also had to be given an opportunity to make the decision to purchase prior to incurring charges. When considering this the Tribunal noted that connection to the recorded football star quotes took place immediately following recital of the pricing announcement, and as such, even where pricing information had been heard, consumers had virtually no opportunity to then take time to decide whether they wished to connect to the Service and incur premium rate charges. Having considered all of these points the Tribunal upheld a breach of rule 2.2.5 of the Code.

**Rule 2.2.1 – Provision of information likely to influence the decision to purchase (significant)**

The Executive submitted that the Level 2 provider acted in breach of rule 2.2.1(a) of the Code as the promotional material did not contain the name of the Level 2 provider. The Level 2 provider admitted this breach and commented that it did not know that it had to display on the creatives the company name “Technology and Communications Limited. The Tribunal upheld a breach of rule 2.2.1(a) of the Code.

In addition to the above sanctions, the Tribunal recommended that the Level 2 provider pay 100% of the administrative costs incurred by PhonepayPlus.

**Adjudication on 12 November 2015 - case reference 85479**

On 12 November 2015, the Tribunal adjudicated against the Level 2 provider in relation to a failure to pay the balance of £19,682.24 in relation to a fine of £60,000 imposed by the Tribunal on 23 July 2015.

The Tribunal upheld the following breach of the Code (13<sup>th</sup> Edition) against the Level 2 provider. The overall seriousness rating was assessed as **very serious**.

**Paragraph 4.8.5(b) - Non-compliance with sanctions (very serious)**

On 16 September 2015, the Executive sent the Level 2 provider notification of the adjudication, together with an invoice (no:13239) for payment of the £60,000 fine. Payment was to be made within seven working days of receipt of the invoice. The Level 2 provider requested that the withheld revenue held by the Network operator be used in part settlement of the amounts outstanding to PhonepayPlus. The Network operator paid £50,003 to PhonepayPlus. The withheld revenue was used to pay the administrative charge of £9,685.24 and part of the fine. However, there was still a balance outstanding and the Level 2 provider was required to make payment of £19,682.24 to settle the fine. The deadline for compliance with the fine sanction passed and PhonepayPlus did not receive full payment of the fine.

The Executive noted that the Network operator had withheld revenue from the Level 2 provider (in accordance with a direction from PhonepayPlus) in the amount of £5,000 to pay any consumers' refund claims. If the amount withheld was not fully used for refunds, the Executive would direct the Network operator to pay over the remaining withheld funds in further part payment of the fine outstanding. Notwithstanding this, the Executive submitted that the Level 2 provider had failed to comply with the sanction within a reasonable time and any further funds that may be paid to PhonepayPlus would not be sufficient to meet the full amount outstanding.

Accordingly, the Executive submitted that the Level 2 provider had acted in breach of paragraph 4.8.5(b) of the Code. The Tribunal upheld a breach of paragraph 4.8.5(b) of the Code and assessed it as **very serious** as it found that the Level 2 provider had failed to comply with the sanctions imposed.

In addition to the above sanctions, the Tribunal recommended that the Level 2 provider pay 100% of the administrative costs incurred by PhonepayPlus.

**Associated individual knowingly involved in a serious and/or series of breaches of the 12<sup>th</sup> and 13<sup>th</sup> Code**

The Executive asserted that Ms Cheng was an associated individual for purpose of paragraph 5.3.9 of the Code as she had day to day responsibility for the conduct of the Level 2 provider. The Executive noted that, whilst Ms Cheng appeared to have resigned as director on 27 May 2014, she continued to assume responsibility for the Level 2 provider. The Executive had seen no record of Ms Cheng being replaced by another director at or after this point. On 3 October 2014 Ms Cheng signed the Master Services Agreement with the Level 1 provider as a 'Nominee Director'. In addition to this, Ms Cheng responded to information requests sent by the Executive from December 2014 to January 2015, providing detailed information relating to specific consumer MSISDNs. The Executive relied on examples of such correspondence.

The Executive noted that Ms Cheng also corresponded with the Executive in relation to the case from 23 May 2015 until 16 October 2015 both personally and through the use of a third party consultant (the "**Consultant**"). The Executive noted that Ms Cheng was also listed as the responsible person and primary contact on the PhonepayPlus database for the entirety of the

relevant period. The Executive stated that, other than the Consultant and the Level 1 provider, no other person had corresponded with the Executive in relation to the Service.

Based on the information above, the Executive therefore asserted that Ms Cheng had day to day responsibility for the conduct of the Level 2 provider's business and was an associated individual under paragraph 5.3.9 of the Code.

#### **Knowing involvement**

For the purposes of paragraph 4.8.2(g) of the Code, the Executive submitted that the evidence it had gathered in relation to Ms Cheng's responsibility for the Level 2 provider's affairs further demonstrated that she was knowingly involved in serious and very serious breaches of the Code which were upheld by Tribunals on 3 September 2015 and 12 November 2015.

(a) 3 September 2015 – case reference 60325

The Executive submitted that, as the primary and sole contact for the Level 2 provider at the time the breaches of the Code occurred, and the only person who had ever been in the position of company director, Ms Cheng was exclusively responsible for oversight of the company affairs and ensuring that the company was properly managed, including complying with the Code.

The Executive asserted that Ms Cheng was knowingly involved in a series of breaches, including a serious breach of the Code which were upheld by the Tribunal on 3 September 2015 for the following reasons:

- Ms Cheng signed the Master Services Agreement between the Level 1 and Level 2 providers for the provision of services on 3 October 2014;
- On 23 May 2015, Ms Cheng responded to a direction for information from the Executive to advise she had engaged the services of the Consultant. The Executive asserted that the fact that Ms Cheng engaged the services of the Consultant on behalf of the Level 2 provider demonstrated that she was in a position of responsibility for the Level 2 provider and had control over the company.

Furthermore the Executive noted that throughout the investigation Ms Cheng was the only contact to correspond with the Executive, who was not from the Level 1 provider or the Consultant, on behalf of the Level 2 provider. In addition to this Ms Cheng was listed as the responsible person on the PhonepayPlus registration scheme for the entirety of the relevant period.

The Executive further asserted that whilst Ms Cheng was listed as the responsible person for the Level 2 provider, key events occurred which would have alerted her to the fact that the Level 2 provider was likely to be operating a non-compliant service:

- i) PhonepayPlus received 111 complaints regarding the Service and notified the Level 2 provider of each complaint, the earliest being on 28 December 2014; and

- ii) PhonepayPlus issued a number of requests for information regarding the Service following ongoing receipt of the above complaints. Whilst the majority of complaints were responded to by the Level 1 provider, Ms Cheng responded to information requests sent by PhonepayPlus from 25 December 2014 to 25 January 2015. The information provided by Ms Cheng related to specific consumer MSISDNs, which the Executive submitted showed that she was knowingly involved in the internal affairs of the company and ought to have been reasonably aware of these complaints.

The Executive stated that it had no evidence of any action taken by Ms Cheng to address the issues raised by PhonepayPlus during this period (other than suspension of the Service once it was under investigation). The Executive accordingly submitted that Ms Cheng was aware that her company was likely to be operating a non-compliant Service, but did not take any action to rectify the issues and continued to allow the Service to operate without alteration despite the influx of complaints.

In addition to the above, the Executive noted that the Consultant submitted a detailed response to a preliminary direction dated 21 May 2015 and a further direction of 8 June 2015, and that Ms Cheng was copied into this correspondence as well as the responses that came from the Consultant. The Executive submitted that this demonstrated that she had a thorough knowledge of the Service under investigation and was knowingly involved in the features that were in breach of the Code.

Further to this, the Executive noted that the Consultant submitted a detailed reply to the breach letter sent on 17 July 2015, and that Ms Cheng was copied into this correspondence which also contained a separate letter to the Chair of the Code Compliance Panel. The Executive noted that Ms Cheng referred to specific points detailed in the breach letter as well as discussions regarding the investigatory process, and the letter was signed by Ms Cheng. The Executive submitted that this demonstrated her knowledge of the investigation against the Level 2 provider as well as her responsibility to the company.

The Executive also noted that on 23 July 2015 the following email was received from the Consultant on behalf of the Level 2 provider:

*“...On behalf of our client Technology & Communications Ltd, we formally request PhonepayPlus to consider re-scheduling the proposed Code Compliance Panel hearing date until September, as it is not possible for the client, nor any of their representatives to attend an Informal Representation, which is their wish.*

*The outcome of this case is very important to our client and to maximise the possibility of having strong representation and a fair hearing the request to delay is both fair and reasonable. The client and her translator would like to attend the Tribunal via a Telephone Conference facility and due to them being +9 hours ahead of us, have also requested PhonepayPlus favourably consider holding the panel during the morning (UK time), so that it isn't the early hours of the morning their time.*



*I look forward to hearing from you ...”*

The Executive submitted that this indicated that Ms Cheng was actively involved in the investigation and breaches and whilst she did not make representations in the final Tribunal, demonstrated that her intention was to represent her company, showing she was knowingly involved.

12 November 2015 - case reference 85479

The Executive had sent a Breach Letter on 17 July 2015 to the Level 2 provider. The Executive had received confirmation from the Consultant on 17 July 2015 that this had been received. The Executive noted that Ms Cheng was copied into this correspondence.

On 31 July 2015 the Executive received a formal response to the Breach Letter from the Consultant as well as a separate letter for the attention of the Code Compliance Panel which was signed by Ms Cheng.

Following the Tribunal on 3 September 2015, the Executive had sent Ms Cheng a formal notification together with an invoice for the payment of the £60,000 fine, which stated that payment was to be made within seven working days of receipt of the invoice.

The Executive noted that on 23 September 2015, it had received an email from Ms Cheng requesting that funds that were being withheld by the Network operator (following a direction from PhonepayPlus during the Track 2 investigation) be released and sent to the Executive in part payment of the amounts outstanding to PhonepayPlus. The Executive had corresponded with Ms Cheng and the Network operator to confirm that it was content for the withheld funds to be released and to be used as requested by Ms Cheng. On 9 October 2015, the Network operator had paid £50,003 of withheld funds to PhonepayPlus. The Executive stated that part of this sum was used to discharge the administration fee which had been invoiced to the Level 2 provider, and part was used in part payment of the fine.

On 30 September 2015, the Executive notified Ms Cheng that there was a balance of £19,682.24 owing to PhonepayPlus and that payment was overdue, and it invited a response from Ms Cheng by 2 October 2015. The Executive noted that it did not receive a response so it sent a follow up email to Ms Cheng on 5 October 2015 advising her of the consequences of failure to make payment. The Executive noted that Ms Cheng again did not provide a response. In a subsequent follow up email on 9 October 2015, the Executive advised Ms Cheng that it would be issuing a direction to the Network operator to suspend access to its premium rate numbers, and Ms Cheng responded by stating:

*“I never received written notice from you, your request is invalid. An Email makes no evidence before the Chinese Court”*

The Executive responded by confirming that, as Ms Cheng had acknowledged receipt of the notification, this clearly indicated that she was aware of the sanctions imposed and accordingly, that the Level 2 provider was required to pay the outstanding sum.

The Executive issued the breach letter to the Level 2 provider on 15 October 2015. On 16 October 2015 the Executive received the following response:

*“Miss Cheng Wing Kee is no longer part of the company to date. The company will stop its activity on 10/18/15 midnight Hong Kong time.”*

The Executive noted however that it did not at any point receive any notification of a person who was responsible for the company’s activities, other than Ms Cheng.

The Executive sent a response to the Level 2 provider on 20 October 2015 to inform Ms Cheng that PhonepayPlus would still be proceeding with the case against the Level 2 provider. The Executive also invited Ms Cheng to provide a formal response to the breach letter.

On 25 November 2015, the Executive sent the formal notification of the Tribunal’s decision to Ms Cheng. On 2 December 2015 the Executive issued a payment reminder to Ms Cheng. The Executive did not receive any response from Ms Cheng

The Executive accordingly submitted that, as demonstrated in the evidence above, Ms Cheng was knowingly involved in the non-payment of the fine which ultimately resulted in a further very serious breach of the Code occurring and being upheld by a Tribunal on 12 November 2015.

2. Ms Cheng provided a response to the notification of potential prohibition by letter dated 24 June 2016.

Ms Cheng stated that she was a nominee director only for the Level 2 provider and that she had never been involved with the telecommunications activities of the company and never would be. She stated that, contrary to information that the Executive might have, she had never signed documents or sent emails to the Executive. Furthermore, she had now resigned in her capacity as director of Technology and Communication Limited with effect from 27 June 2016 and that, in these circumstances, would not be attending the Tribunal on 7 July 2016. A letter from Redwood Limited dated 24 June 2016, who stated they were a corporate nominee director of the Level 2 provider, making similar representations, was also provided.

Ms Cheng stated that she had previously written to the Executive on 25 May 2016 in response to its letter dated 20 May 2016, but that this letter had not been delivered as it had been sent to the Executive’s former registered address. Ms Cheng enclosed a copy of the 25 May letter, which made the same representations as the 24 June letter.

3. The Tribunal considered the Code and all the evidence presented to it.

The Tribunal found that, in accordance with paragraph 5.3.9 of the Code, Ms Cheng was an associated individual for the reasons raised by the Executive. The Tribunal noted that, as director at all relevant times (whether “nominee” director or otherwise), Ms Cheng had responsibility for decisions on compliance with the Code, and sanctions, including whether to pay fines and administrative charges. The Tribunal considered the letter dated 24 June 2016, sent in response to the warning of a potential prohibition, and noted that it carried a different signature to the contract signed on 10 July 2014. The Tribunal noted the submission made by Ms Cheng in her letter dated 24 June 2016 that she had “never signed documents or sent emails to the Executive”. However the Tribunal did not find this submission persuasive, having considered the correspondence provided, which included numerous emails. The Tribunal noted that the correspondence included a contract signed on 10 July 2014 and a letter sent to the Executive on 27 July 2015, both signed in Ms Cheng’s name, for which the signatures matched. The Tribunal noted that these documents had previously been sent to the Level 2 provider by email and post and Ms Cheng had never previously raised any issue with the veracity of these documents nor suggested that they were forgeries. The Tribunal noted that Ms Cheng had not identified any other person with responsibility for the Service, and Ms Cheng was registered as the primary contact for the Service. The Tribunal therefore found that, for the reasons raised by the Executive, Ms Cheng was knowingly involved in a series of serious or very serious breaches of the 12<sup>th</sup> and 13<sup>th</sup> Code, which were upheld against the Level 2 provider on 3 September 2015 and 12 November 2015.

#### Sanction

The Tribunal considered the facts of the case, and in particular the number of serious or very serious breaches with which Ms Cheng was knowingly involved as an associated individual.

In accordance with paragraph 4.8.2(g) of the Code, the Tribunal decided to prohibit Ms Cheng from providing, or having any involvement in, any premium rate service for a period of five years from the date of publication of this decision.

**Administrative charge recommendation:**

**100%**