

## Tribunal meeting number 273

Case reference: 186056  
Case: Prohibition of an associated individual

This case was brought against the associated individual under paragraph 4.8.8 of the 14<sup>th</sup> edition of the Code of Practice ("the **Code**").

### Background

#### Summary relating to Mr Ravi Kumar Metta

The Tribunal was asked to consider imposing a prohibition against Mr Ravi Kumar Metta pursuant to paragraph 4.8.3(g) of the Code.

The case related to an adjudication against the Level 2 provider, Itech Logic Ltd, ('the **Level 2 provider**'), which was heard on 25 and 30 March 2020 (case reference: 165797). The adjudication against Itech Logic Ltd concerned a quiz competition service which operated under the five brand names 'txtwinner', 'voucher.me', 'britsms', 'smsunltd' and 'txtintl'. As part of the adjudication against the Level 2 provider, the Tribunal recommended that the Executive considers initiating the process which may lead to the prohibition of Mr Metta pursuant to paragraph 4.8.3(g) of the Code.

#### Relevant Code provisions

- Paragraph 4.8.8 of the Code states:

*"(a) If a Tribunal considers that it may wish to make a prohibition under sub-paragraph 4.8.3(f), 4.8.3(g) or 4.8.3(h) in respect of any associated individual, the PSA shall first make all reasonable attempts to notify the individual concerned and the relevant party in writing. (b) It shall inform each of them that any of them may request an opportunity to make representations in writing, or in person, to the Tribunal and of the right of any of them (or the PSA itself) to instead require an oral hearing."*

- Paragraph 4.8.3(g) of the Code states:

*"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 PRS 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 the PSA.”*

### **Preliminary issue – service**

The Tribunal noted that the Executive had brought the case in accordance with paragraph 4.8.8 of the Code, meaning that there was a duty on the Executive to ensure that Mr Metta was informed of the proceedings and had been provided with an opportunity to make representations in writing or in person and informed of the right to request an oral hearing.

In response to questioning by the Tribunal, the Executive explained that Mr Metta had been provided with a letter accompanying the Warning Notice dated 9 September 2020 that set out an explanation of how Mr Metta should respond to the Warning Notice. This letter also outlined what Mr Metta’s options were, including settlement of the matter, as well as detailing that Mr Metta had the opportunity to make oral representations in the paper-based process or could request that the case proceed to an oral hearing instead. As a result of this notification, Mr Metta had elected to make oral representations to the Tribunal and attended the remote paper-based hearing at the scheduled time.

The Tribunal was therefore satisfied that Mr Metta had been informed of the proceedings and had been provided with an opportunity to make representations in writing or in person and had been informed of the right to request an oral hearing, and that he had elected to attend the hearing remotely in order to make oral representations to the Tribunal.

### **Submissions and conclusions**

1. The Executive submitted that the following evidence indicated that Mr Metta was an associated individual knowingly involved in a serious and/or series of breaches of the Code in respect of the adjudication heard on 25 and 30 March 2020.

#### **Adjudication of 25 and 30 March 2020 (Case reference: 165797)**

The Level 2 provider was first registered with the Phone-paid Services Authority on 26 July 2011. The Service begun in June 2011 and ceased operating in April 2020 following the Tribunal’s adjudication and the imposition of a service bar sanction pending a compliance audit. The Service was also barred until the breaches had been remedied to the satisfaction of the PSA.

Various shortcodes were associated with the Service including 80199, 88833, 80267, 87070, 65067, 85222, 80181, 80252, 87066, 85450 and 68899. Users entered the Service through Pay-for-it, PIN opt-in and/or mobile-originating (“MO”) messaging. The Service had three price points of £1.50 per message, £3.00 per week, or £4.50 per week.

The Service had previously been subject to four investigations under the Track 1 procedure. The investigations spanned from February 2013 to October 2016. The Level 2 provider agreed to the breaches raised in the Track 1 investigations, agreed to remedy the breaches and agreed to issue refunds to complainants. Following the fourth Track 1 investigation, the Executive continued to receive further complaints from members of the public. During the investigation (case ref 165797), 85 further complaints were made. Complainants to the PSA alleged that they were unable to have their complaints about the Service handled sufficiently and were either unable or had trouble attempting to obtain a refund from the Level 2 provider.

On 25 and 30 March 2020, the Tribunal adjudicated against the Service operated by the Level 2 provider. The Tribunal upheld the following breaches of the Code raised against the Level 2 provider:

- Rule 2.6.1 Complaint Handling – very serious
- Paragraph 3.4.14(a) Service registration – moderate
- Paragraph 4.2.2 Providing false or misleading information – very serious.

The Tribunal considered the overall case to be **very serious** and imposed the following sanctions:

- a formal reprimand
- a requirement that the Level 2 provider must remedy the breach by registering the Service and all shortcodes on the PSA Registration Scheme
- a requirement that a compliance audit is undertaken of the Level 2 provider to a standard prescribed by the PSA, to be conducted by an independent third party agreed by the PSA. Such compliance audit is to include an audit of the compliance of the Level 2 provider with rules governing registration and complaints handling
- that access is barred to all of the Service until the compliance audit is conducted and implemented to the standard prescribed by the PSA and the breaches have been remedied to the satisfaction of the PSA
- a fine of £250,000.

The Tribunal also recommended that the Level 2 provider pay 100% of the Executive's costs which totalled £13,625.08.

### **Associated individual knowingly involved in a serious/series of breaches of the Code**

The Executive asserted that Mr Metta was an associated individual within the meaning of paragraph 5.3.9 of the Code as he had day-to-day responsibility for the conduct of the Level 2 provider. The Executive relied on the following evidence to support this assertion:

- Mr Metta was a shareholder for the Level 2 provider since 7 April 2009 and continued to be a shareholder as at the date of the naming Tribunal

- Mr Metta was the company secretary for the Level 2 provider since 7 April 2009 and filed his resignation on 20 March 2020 following receipt of the PSA's Warning Notice and after being notified of the Level 2 provider's hearing date. Mr Metta backdated his resignation to 1 November 2019
- Mr Metta was a director of the Level 2 provider since 5 April 2016 and filed his resignation on 20 March 2020 following receipt of the PSA's Warning Notice and after being notified of the Level 2 provider's hearing date. Mr Metta backdated his resignation to 1 November 2019
- Mr Metta continued to be listed as the primary contact for the Level 2 provider on the PSA registration database and had been a registered responsible person since the Level 2 provider first registered with the PSA
- Mr Metta registered with the title of 'Director' on the PSA registration database
- Mr Metta provided his own personal identification documents as part of due diligence requirements for two of the company's Level 1 providers
- Mr Metta signed separate agreements with all four Level 1 providers to operate premium rate services on behalf of the Level 2 provider. In one agreement his title was recorded as 'Director' and in two other agreements his title was recorded as 'IT director'
- Mr Metta signed compliance agreements with two of the Level 1 providers. The Executive noted that in one of the two agreements, Mr Metta was stated as being personally liable for the Level 2 provider's compliance
- Mr Metta supplied his mobile telephone number and email address to all four Level 1 providers. He was recorded as 'director responsible for premium rate activity' and having 'day to day contact with responsibility for premium rate activity' on a due diligence form for one Level 1 provider. He was recorded as 'commercial contact' on another Level 1 provider's due diligence form. On another due diligence form, Mr Metta was recorded as the 'Account Manager' and contact for technical, customer care and monthly statistics.
- Mr Metta was responsible for ensuring that refunds were issued and would instruct employees for the Level 2 provider to issue refunds, and would also instruct third parties to issue refunds
- Mr Metta's LinkedIn profile recorded him as being the Director of the Level 2 provider from February 2007 to present (as at the date of the naming Tribunal).

The Executive asserted that the evidence as set out above clearly demonstrated that Mr Metta had day-to-day responsibility for the conduct of the Level 2 provider's business and therefore was a responsible person under paragraph 5.3.9.

The Executive also submitted that Mr Metta, as an associated individual, was knowingly involved in a series of three breaches of the Code that were upheld and considered overall to be 'very serious' by the Tribunal hearing the substantive case against the Level 2 provider.

The Executive submitted that as the primary contact, Mr Metta was at the time the three breaches of the Code occurred responsible for the oversight of the company affairs and for ensuring that the company was properly managed, including compliance with the Code and sanctions. The Executive noted that key events had occurred which would have alerted Mr Metta to potential breaches of the PSA's Code and the fact that the Level 2 provider was operating non-compliantly.

During the investigation into the Level 2 provider's conduct and operation, the Executive exchanged correspondence with Metta, some of which he responded to. This correspondence included:

- The first informal enquiry sent on 11 January 2019. Mr Metta responded and provided detailed information on the Service operated by the Level 2 provider, including evidence of prizes that were paid out. The Executive noted that Mr Metta was the individual responsible for issuing the prizes.
- The second informal enquiry sent on 1 March 2019, and again on 2 May 2019, which Mr Metta initially responded to with the apparent intention of supplying detailed information on the Service's operation. However, he ultimately failed to provide the information requested.
- The notification sent by the Executive on 2 May 2019 informing Mr Metta that the Level 2 provider's Service was not registered. Mr Metta responded and made attempts to register. Failure to register the Service was later upheld as a breach of Rule 3.4.14(a) by the earlier Tribunal and assessed as a 'moderate' breach given the attempts that were made by Mr Metta.
- The third informal enquiry sent on 2 May 2019, which Mr Metta initially responded to again with the apparent intention of supplying detailed information on the Service's operation but subsequently failed to provide this information.
- The fourth informal enquiry sent on 7 August 2019 which Mr Metta responded to with information about the Level 2 provider's operation of the Service.
- Mr Metta responded to the Executive regarding all but one of the escalated complaints that the Executive had raised on behalf of consumers. Mr Metta's responses were submitted as evidence for the breach of Rule 2.6.1. The Executive drew particular attention to escalated complaint A, in which Mr Metta provided and

signed the cheque refund which resulted in the breach of Rule 4.2.2 being upheld by the earlier Tribunal. In addition, Mr Metta made oral representations at the earlier Tribunal hearing, leading the Tribunal to decide that the breach of Rule 4.2.2 had been made deliberately.

- Crucial correspondence was sent by the Executive to Mr Metta on 23 August 2019 notifying him, as the primary contact for the Level 2 provider, that the Service had been allocated to investigation under the Track 2 procedure due to suspected breaches of the Code. Although this did not require a response, it was a relevant update informing Mr Metta and the Level 2 provider that there were concerns about the Service that were now formally being investigated.
- The Warning Notice was issued on 31 January 2020 detailing the apparent breaches of the Code and was downloaded by Mr Metta. Mr Metta thereafter sought an extension of time to respond to the document and subsequently provided his response to the breaches raised on 18 February 2020. Mr Metta also telephoned the Executive to discuss the matter. The Executive noted that in Mr Metta's response to the Warning Notice, Mr Metta failed to provide any evidence to support his representations and did not comment on the recommended sanctions.
- Mr Metta was notified of the Tribunal hearing date on 28 February 2020 which Mr Metta followed up with a telephone call to the Executive where he mentioned detailed information about the company's affairs including its revenues. Mr Metta then sent a further email on 6 March 2020 responding again to the breaches raised, as well as providing information on the company's affairs, a spreadsheet of refunds issued and a response to the recommended financial sanction.
- Mr Metta made a settlement proposal on behalf of the Level 2 provider, which was declined by the Executive. When making this proposal, Mr Metta again gave an account of the company's financial affairs and its refunds process.
- Mr Metta submitted a completed informal representation form in advance of the substantive hearing against the Level 2 provider and attended the Tribunal hearing via Skype in order to make oral representations on the company's behalf.
- Following the hearing, an informal notification was issued to Mr Metta on 6 April 2020 which summarised the Tribunal outcome. Mr Metta responded to the informal notification requesting a review of the decision. Mr Metta subsequently completed a review application and signed it in his capacity as 'ex Director'.
- On 15 May 2020, Mr Metta requested instructions from the Executive as to how to comply with the compliance audit sanction.

In addition to the written correspondence outlined above, the Executive noted Mr Metta made crucial oral representations during the substantive Tribunal hearing against the Level 2 provider. Mr Metta, and another member of staff at the Level 2 provider company, gave oral representations in respect of each breach to the Tribunal. The oral representations were

lengthy and went over the standard 30 minutes, resulting in the hearing going part-heard and the Tribunal reconvening on 30 March 2020. The oral representations given by Mr Metta included:

- admissions to delays that had resulted in the breach of 2.6.1
- assertions that partial refunds were agreed by all complainants, which was not accepted by the Tribunal
- admission to the breach of 3.4.14(a) and that Mr Metta had encountered technical difficulties when trying to register the Service
- denial of the breach of 4.2.2 and a number of different explanations as to how it had occurred.

The Executive asserted that Mr Metta solely corresponded with the Executive on behalf of the Level 2 provider throughout its investigation into the Level 2 provider. As the primary contact, Mr Metta was sent all correspondence relating to the investigation.

The Executive submitted that in his capacity as a responsible individual, Mr Metta was the main point of contact for the Level 1 providers, that he instructed other members of staff at the Level 2 provider to issue refunds, that he instructed external third parties to issue refunds, he paid out prizes for the competition Service, and that he made oral representations at the Level 2 provider's Tribunal hearing. The Executive submitted that this demonstrated Mr Metta had complete knowledge of the company's affairs, the breaches that were ultimately upheld by the Tribunal and the sanctions that had been imposed and had not been complied with. The Executive also submitted that this evidenced Mr Metta's day-to-day responsibility for the conduct of the Level 2 provider and his knowing involvement in a serious breach or a series of breaches of the Code.

In response to questioning by the Chair of the Tribunal, the Executive submitted, as part of its oral representations, that the Level 2 provider was not prohibited from the industry, but instead a service bar was in place until the sanctions imposed by the earlier Tribunal had been complied with. The Executive therefore submitted that in its view the impact of the sanction was not as great as that portrayed by Mr Metta in his own oral representations.

The Executive further submitted that a seven-year prohibition was, in its opinion, appropriate and merited. This was due to the severity of the underlying case, the fact there were four Track 1 investigations prior to the Track 2 investigation, and that false and misleading information had been provided in correspondence with the Executive and given orally to the Tribunal that heard the substantive case against the Level 2 provider.

The Executive further stated that Mr Metta had provided contradictory statements to the original Tribunal and the Tribunal had not agreed with Mr Metta's assertion that consumers had agreed partial refunds. Furthermore, in response to the Chair of the Tribunal's question

about the breach of paragraph 4.2.2, the Executive highlighted that Mr Metta's signature was on the cheque.

2. Mr Metta did not provide a written response to the notification of potential prohibition; however, he elected to attend the Tribunal hearing and made oral representations on his own behalf.

Mr Metta stated that he had left the company and was not working for the Level 2 provider anymore. He added that he was not in the UK and was not active in the premium rate industry anymore. He stated that when the breaches occurred, he was not able to travel due to the lockdown period and was out of the country. He stated that the Executive had said that the refund was delayed for one month and a fine had been imposed for this, but the refund had been issued to the customer.

Mr Metta stated that the breach was not committed by him and stated that he personally did not do anything wrong. He said he had been in the industry for 15 years and that one late cheque did not mean he had breached the Code. He advised that he was not in the UK when he received the Executive's email about the late refund and that he had forwarded the photograph of the cheque to the Executive.

Mr Metta stated that the company is now "closed and, in his view, it was unfair to "close down" the company and for staff to lose jobs due to a delay in refunds. He explained that he had told the Executive that he could not obtain the proof of refunds because he was not in the UK, he was in Dubai. However, he contacted his support staff based in the UK office and forwarded the photograph of the cheque that was taken in the office by email to the Executive.

Mr Metta stated that he was responsible for ensuring that the Level 2 provider's Service was registered with the PSA, but there had been an issue with the PSA registration system, and he had communicated this problem to the PSA. He had tried to register the Service, but the problem was at the PSA's end. Mr Metta stated that he had not given any false information to the Executive or to the Tribunal. When he had received information from the PSA that the refund had not been issued, he had asked the support team based at the office to send him a photograph of the cheque, which he had forwarded on by email to the PSA. He explained that he was not in the office to issue the cheque, he was abroad, and he did not know if the cheque had been originally misplaced in the office. He explained that his company issued thousands of cheques and he was of the view that it was not fair to "close down" the company completely and impose the fine and prevent him from doing business in premium rate services because "one cheque had not been issued".

In response to questioning by the Tribunal's Chair, Mr Metta stated that he accepted that he was directly involved in the failure to register the Service, which was assessed as a 'moderate' breach by the earlier Tribunal. Mr Metta added that he tried to register the Service, but the PSA registration database would not allow him to register the Service due to an error showing up on the website and he communicated the issue he was having to the PSA.

Mr Metta then discussed his role in complaint handling within the Level 2 provider company and advised that as a Team Leader it was his responsibility to ensure compliance and make sure that complaints were handled quickly. He stated that every company has issues, and it is a learning process and where there were delays or issues, he would rectify them and instruct that cheques were issued. Mr Metta added that the company, like all others, would not be one hundred per cent compliant, it missed some calls due to technical reasons, and so he had instructed an external third party who would take care of refunds for them. He stated that his responsibility was to get the consumer support right and highlighted that out of so many calls received from consumers, only one refund was delayed, and, in his opinion, it was not fair to stop the company from operating for this issue.

Again, in response to questioning by the Chair of the Tribunal, Mr Metta accepted that he was an associated individual knowingly involved in the breaches of complaint handling and service registration. However, whilst Mr Metta accepted that he was an associated individual, he did not agree that he was knowingly involved in the breach of paragraph 4.2.2, provision of false or misleading information to the PSA. Mr Metta again stated that he did not know what happened with the cheque because he was not in the country for almost one month and could prove this by providing flight tickets and hotel receipts. He again stated that it was his responsibility to register the Service but there was a system error, and he did not ignore the issue, but emailed the PSA a number of times to resolve the issue and when the error was fixed, he registered the Service.

The Tribunal Chair then asked Mr Metta to comment on the sanction recommended by the Executive. In response to the Chair's question, Mr Metta replied that it was not fair to prohibit somebody for issuing a late cheque. He stated that maybe there was one or two or a few delayed cheques, but in his opinion, this was not a huge mistake. He stated that out of thousands of refunds that had been made, only one or two had been delayed, and it was not fair to ban him. He stated that he had been in the industry for 15 years and had double opt-ins in place, he stated that he never billed without consent and that everything he did, from marketing to refunds, was in accordance with the Code.

Mr Metta was then asked by the Tribunal Chair whether he was still involved in the premium rate industry, as he had stated at the beginning of his oral representations that he was no longer involved in premium rate services.

Mr Metta responded by stating that he was not involved directly with the Level 2 provider anymore and then added that he was not working with the Level 2 provider at all. He stated that he is a partner for another company, but that company is not taking on any new acquisitions in the UK market and there is no marketing and that the company is only billing legacy subscribers in the UK.

Mr Metta highlighted that the PSA registration issue was not his fault and out of thousands of refunds, only one refund was delayed. He stated that the company had been operating for 11 years and it was not fair to punish him because a few refunds were delayed. He stated that the company had created jobs and there were double opt-ins and mobile verifications and although there was a period of time when they were getting a lot of calls from consumers, the

issues were addressed, and the consumers were refunded, and he had changed the support strategy because of these issues so an external third party managed the refund process.

Following the Executive's oral representations to the Tribunal, Mr Metta stated he had been in the industry for 11 years and other than this there were no other issues. He stated that only a few refunds had been delayed and he did not understand how this was misleading. He had been in Dubai for one month for a different business and had contacted his customer support team in the UK to send him a cheque after receiving the PSA's email. He had also directly contacted the PSA to help with the registration problem.

In respect of the breach of paragraph 4.2.2 and the Executive's oral representations that Mr Metta's signature was on the cheque, Mr Metta stated that he was not certain if the signature belonged to him or the other director of the company. He stated that he might have signed the cheque before he went to Dubai. He went on to repeat that he had emailed the Executive from Dubai and the chequebook was not in Dubai with him and suggested that the Executive should track the IP address since this would confirm that he was in Dubai when he sent the email. In response to the Chair's question whether it was standard practice for him to sign cheques that were then filled out and completed by somebody else, Mr Metta confirmed that this was correct and repeated that the chequebook was kept in the office in the UK and was not with him in Dubai.

Mr Metta submitted that he was not knowingly involved in the breach of paragraph 4.2.2 and that the photograph of the cheque had been sent to him from the office in the UK and he had merely passed it on by email to the PSA from Dubai.

3. The Tribunal carefully considered all of the evidence before it including the oral representations made by Mr Metta.

The Tribunal was mindful that it was not the role of this Tribunal to seek to go behind the previous adjudication decision when there was a separate review process for adjudication decisions (under paragraph 4.10 of the Code) as well as other routes of challenge. The Tribunal was of the view that as the previous adjudication had not been the subject of any successful review or any court proceedings that it should proceed on the basis that the previous adjudication was sound. It therefore emphasised to Mr Metta that the purpose of this Tribunal was not to revisit the breaches and sanctions imposed on the Level 2 provider, but to consider whether Mr Metta was an associated individual knowingly involved in the commission of those breaches of the Code.

The Tribunal therefore went on to consider whether Mr Metta was an "associated individual" in accordance with paragraph 5.3.9 of the Code. The Tribunal was satisfied, on the balance of probabilities, that Mr Metta was an associated individual, as he was registered as a director and company secretary of the Level 2 provider and was the named contact for the Level 2 provider who corresponded with the Executive about the Level 2 provider's case. The Tribunal was also persuaded that Mr Metta exercised day-to-day responsibility for the Level 2 provider by the documentation relied upon by the Executive, as this evidence demonstrated that Mr

Metta had entered agreements with the Level 1 providers in order to operate premium rate services on behalf of the Level 2 provider.

The Tribunal was also satisfied on the balance of probabilities that Mr Metta had been knowingly involved in a series of breaches of the Code. The Tribunal noted that the previous adjudication in relation to the Level 2 provider was given an overall severity rating of 'very serious'.

In relation to "knowing involvement", the Tribunal considered that the Executive's evidence clearly demonstrated that Mr Metta had been made aware by the Executive that the Service was non-compliant throughout the relevant time and further noted that Mr Metta had responded to communications sent by the Executive such as informal enquiries and formal directions and the Warning Notice and had attended the earlier Tribunal in order to make oral representations on behalf of the Level 2 provider.

The Tribunal was not persuaded that Mr Metta had given sufficiently cogent evidence. It commented that Mr Metta had made the point that he had simply passed on information to the PSA that he had obtained from his support staff. The Tribunal did not agree with Mr Metta's assertion that he was not knowingly involved in the breach of paragraph 4.2.2 because he was in Dubai at the time. The Tribunal considered that it made no difference whether Mr Metta was in Dubai or not. The Tribunal was further concerned that Mr Metta had given another explanation for the breach of paragraph 4.2.2 that he had not previously raised before. It commented on the different explanations that Mr Metta had given when he addressed the earlier Tribunal and how that Tribunal could not be clear as to what occurred and when the cheque was posted.

Furthermore, the Tribunal considered Mr Metta's assertion that there was only one, two or a few late refunds, and that he had appeared to be suggesting in his representations that the company had refunded all but one consumer. The Tribunal was not persuaded by this and considered that this undermined Mr Metta's credibility further. The Tribunal commented that Mr Metta had stated that "it's not like we haven't refunded consumers" and remarked that this assertion by Mr Metta further undermined Mr Metta's credibility because the evidence which led to the breach of rule 2.6.1 showed that consumers had not had their complaints resolved and/or redress provided quickly and easily.

The Tribunal was of the view that Mr Metta was sufficiently involved in the running and conduct of the Level 2 provider company. It considered that, on the balance of probabilities, Mr Metta was knowingly involved in the provision of misleading information and not least for the various explanations he had given to the earlier Tribunal, which led to that Tribunal assessing the severity of the breach as 'very serious' and determining that the breach had been committed intentionally and had demonstrated a fundamental disregard for the requirements of the Code.

As a result of all of the above the Tribunal was satisfied on the balance of probabilities that Mr Metta was an associated individual who was knowingly involved in a serious breach or series of breaches of the Code.

## Sanctions

The Executive recommended that Mr Metta should be prohibited from providing, or having any involvement in, any premium rate service in the UK for a period of seven years from the date of publication of this decision. The Executive asserted that this was a proportionate outcome due to the severity of the breaches that had been upheld in the previous adjudication. It asserted that the breach of paragraph 4.2.2 justified a departure from the usual five-year prohibition, particularly as the earlier Tribunal had considered that the breach had been committed intentionally and that Mr Metta had given a number of different explanations to the earlier Tribunal during his oral representations.

The Tribunal noted that Mr Metta had advised that he had recently left the Level 2 provider company and was no longer involved in premium rate services apart from having a partnership in another company where there were no marketing or new acquisitions being made. The Tribunal considered the likely impact of the prohibition on Mr Metta and opined that the impact of Mr Metta's prohibition was justified to ensure public protection and confidence in premium rate services.

Considering all of the facts of the case, including the severity of the breaches that had been upheld by the previous Tribunal, the Tribunal decided that a five-year prohibition was both proportionate and appropriate. It considered that Mr Metta had engaged in the process, albeit his engagement was not always an honest engagement. The Tribunal was not, however, satisfied that the case fell into an exceptional category which would justify imposing a longer period of prohibition which the Executive had recommended. The Tribunal considered that a prohibition of five years was appropriate and proportionate and would protect consumers from similar conduct.

Administrative charge recommendation: 100%