Financial Advisers Disciplinary Committee **2016 FADC 006**

IN THE MATTER OF:	Financial Advisers Act 2008
BETWEEN:	FINANCIAL MARKETS AUTHORITY
	Complainant
AND:	XYZ
	Respondent
Committee Panel	Hon Sir Bruce Robertson (Chairman) Geoffrey Clews Peter Houghton
Counsel:	S. Burnett Lanauze for Complainant J. M. Morrison for Respondent
Date of Hearing:	15 June 2017
Date of Decision:	22 June 2017

DECISION OF THE COMMITTEE AS TO CODE STANDARD BREACHES

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A. EXECUTIVE SUMMARY

1. The Financial Advisers Disciplinary Committee ("**the Committee**") finds that the Respondent has breached certain Code Standards ("**CS**") under the Code of Professional Conduct for Authorised Financial Advisers ("**the Code**"). Its findings are summarised as follows:

    (a) Of the complaints related to the NZ end of the Respondent's pension transfer service, breaches of CS 6 (b) and CS 12 are made out;

    (b) Of the complaints related to the single instance of the Respondent providing insurance advice, breaches of CS 6(c) and CS 12 are made out;

    (c) No other complaints are made out.

2. The parties are requested to file submissions on disposition of the matter (ie the penalty that should be imposed and any related matters). Submissions should include the party's preference for disposition to be dealt with by way of a further hearing or on the papers, and whether the party wishes to call any further evidence in support of its submissions. Complainant's submissions are to be filed within 15 working days of the date on which this decision is issued (on or before Friday 14 July 2017) and Respondent's submissions within a further 10 working days (on or before Friday 28 July 2017).

B. REASONS FOR DECISION

THE COMPLAINT AND ITS PROGRESS TO HEARING

3. A complaint against the Respondent was referred to the Committee by letter of 30 November 2016, alleging breaches of CS 1, 2, 5 to 9 (inclusive) and 12 of the Code. The Financial Markets Authority ("**FMA**") initiated the complaint. It related to services the Respondent provided to four named clients ("**the relevant clients**").

4. On 9 December 2016 this panel of the Committee found that a hearing was necessary and resolved that a Notice of Complaint should be served.

5. At two telephone conferences various issues were raised about the procedures to be followed and the merits of the allegations in the complaint.

6. The parties were unable to narrow the scope of the alleged CS breaches or negotiate an agreed summary of facts, save for the following.

    (a) The Respondent provided financial advice on personal pension transfers to the relevant clients.

    (b) In addition, the Respondent provided financial advice on insurance policies to one of the relevant clients.

(c) Throughout the course of the financial advice process, the Respondent provided the relevant clients with some Key Client Documents.

7. A written statement of evidence was received from each of Mr David Pegg, a Senior Adviser with the Supervision Team at the FMA, and the Respondent. Though available at the hearing, Mr Pegg was not cross-examined on his statement, but the Respondent was. A substantial amount of documentary evidence was provided to the Committee in support of the complaint and no objection was taken to the reliability of that documentary record, much of which came from the Respondent's files for the relevant clients. The material has been treated as evidence admitted by consent.

8. Both parties filed written submissions and the Committee had the benefit of oral submissions during a daylong hearing. It thanks counsel for the quality of their submissions and assistance in answering the Committee's questions.

FACTUAL BACKGROUND AND MAIN ELEMENTS OF THE COMPLAINT

9. At all relevant times, the Respondent was an AFA and he acknowledged in evidence that he was obliged to abide by the Code. The complaint arose from advice given by the Respondent to the relevant clients. The evidence relating to those clients was not advanced as representative of the Respondent's dealing with other clients. Indeed, the FMA inquiries that led to the complaint were confined to the Respondent's files for the relevant clients and no evidence was presented about other client files. Neither party called evidence from any of the relevant clients.

10. The Respondent's practice as an AFA focused on UK pension transfers to NZ. His background included time in the pension industry in the UK. He held himself out as having expertise in pension matters. All four of the relevant clients engaged the Respondent to provide services related to the transfer to NZ of their UK pensions. The scope of that engagement was a point of contest in the hearing.

11. The complaint asserts that UK pension transfers involve both a "UK end" and an "NZ end" and that obligations under the Code arise in respect of each. Broadly speaking, the UK end is advice on whether a pension transfer out of the UK is in the client's interests. The NZ end involves advice on how the transfer should be received in NZ by what is styled under UK law as a Qualifying Recognised Overseas Pension Scheme ("**QROPS**") and thereafter be dealt with. The Respondent's position on this was that the UK end did not fall within the scope of his services at all. That is because the relevant clients had all made up their minds to transfer their pensions and did not require analysis from him about that.

12. The Respondent also provided advice on insurance matters. This arose for only one of the relevant clients, who sought insurance advice as well as advice related to a pension transfer.

13. The Respondent provided the relevant clients with a primary and secondary disclosure document and a scope of engagement document. He also provided statements of his advice in three of the four cases. The complaint was based broadly on the FMA's view that these documents:

(a) Are inconsistent and unclear in recording what the Respondent was to do;

(b) Were not always provided in a timely way or at all;

(c) Failed to show any analysis of whether the relevant clients should transfer their UK pension to NZ; and

(d) Contained advice, in relation to the "NZ end" of the transfer that was the same for each client, without regard to their personal circumstances,

and so fell short of the minimum standards imposed by the Code.

14. The Respondent was remunerated in part by an "initial charge" of 5% of the value of the pension fund transferred from the UK. The FMA considered that this fee, which was not payable unless the pension transfer occurred, created a particular conflict between the interests of the Respondent and the relevant clients, which was not satisfactorily managed.

15. As to the insurance component of the complaint, the relevant client sought advice about an alternative insurance arrangement. That client was supplied with a scope of engagement, secondary disclosure and statement of advice. The FMA considered, however, that the substance of this material fell short of the minimum standards expected under the relevant CS.

A PRELIMINARY MATTER

16. None of the relevant clients has complained about the service they received from the Respondent. In oral submission, Respondent's counsel suggested that there could be some question over the FMA's authority to refer a matter to the Committee when the FMA has not received a complaint from an advisor's client. Counsel did not press the matter and conceded that it was probably the case that the FMA could independently advance a complaint to the Committee on an "own motion" basis.

17. That concession was properly made. The Committee is satisfied the FMA has clear legislative authority to advance a complaint on its own account. Section 97 of the Financial Advisers Act 2008 ("**FAA**") certainly contemplates the FMA receiving a complaint, which it must investigate. Section 98 then provides for such a complaint to be referred to the Committee if the FMA considers a CS breach has occurred. But both these provisions must be construed having regard to section 96(2), which expressly states that the FMA may initiate a complaint. A complaint "received" by the FMA must include a complaint initiated by it, to give sensible effect to the complaint regime. The language is perhaps best reconciled on the basis that the FMA raises a complaint in its supervisory capacity and then receives it and deals with in its investigative capacity, after which it refers the complaint to the Committee, if it considers a CS breach has occurred. It then deals with the complaint before the Committee as complainant/prosecutor.

ALLEGED CS BREACHES IN RELATION TO THE UK PENSION TRANSFERS

Complaints relating to the UK end of pension transfers not made out

18. Respondent's counsel submitted that the complaint as it relates to these alleged CS breaches fails because the terms of the Respondent's engagement were limited. The Committee agrees. Although there are some aspects of the documentary record that could suggest otherwise, we have concluded that the brief to the Respondent from each of the relevant clients was limited in that they had decided to transfer their pensions and required no advice about that.

19. As we have noted already, no evidence was led from the relevant clients. However, the Respondent's evidence, both in his witness statement and under cross-examination, was clear, that the scope of his instructions did not include the UK end of the transfer exercise. To the extent that this was also covered in the record of earlier FMA monitoring visits to the Respondent, his position was consistent. If that were seriously contested, the Committee would have expected the Complainant to lead evidence from the relevant clients to show that they had expected more.

20. Without such evidence, the Committee is left to consider whether the documentary evidence undermines the credibility of the Respondent's assertion that his instructions were limited. The language used in the relevant documents, including references to "administrative transfer", supports the existence of a limited brief. Arguably inconsistent terms, including a statement of advice which purports to recommend transfer to a named recipient in NZ (but by necessity a transfer out of the UK), are capable of a more benign interpretation than submitted by the Complainant. As a result, the Committee concludes that **none of the complaints related to the UK end of pension transfers is made out.** The Respondent was not engaged on terms that required him to advise on this.

21. Related to this was a complaint that, even if the Respondent was not instructed on the UK end of pension transfers, CS 7 was breached because the Respondent had not sufficiently and consistently limited the scope of his services. The Committee accepts that in a perfect world there could have been greater clarity about the limited scope of instructions. However, it concludes as a matter of evidence that the limitation applied and considers that, before CS 7 could be invoked, the Complainant would have to lead evidence that some or all of the relevant clients had been unsure about the scope of the Respondent's engagement, because of a lack of documentary clarity. **The CS 7 breach is not made out.**

Only some complaints relating to the NZ end of pension transfers are made out

22. CS breaches in relation to the NZ end of pension transfers for the relevant clients are made out under CS 6 (b) and 12. Those not made out are under CS 5, 6 (a) and (c), and 8. We address them in numerical sequence.

CS 5 – Managing conflicts of interest

23. CS 5 is one of the ethical standards imposed by the Code. It requires an AFA to manage any conflicts of interest that may arise when providing a financial service. The FMA alleged only one

relevant conflict in relation to what it called "conflicted remuneration." This arose because of the initial charge the Respondent received if pension funds were transferred from the UK.

24. The evidence established that the imposition of the initial charge and the circumstances in which it was payable were disclosed to all of the relevant clients. The complaint proceeded on the basis that the Respondent ought to have done more to identify the fact that the initial charge gave rise to potential conflict and specifically to draw to the clients' attention that the conflict could influence the Respondent's decision-making.

25. The Committee considers that the minimum requirements reflected in CS 5 were satisfied by the fee disclosure that was made to each relevant client. While it is preferable that more not less information should be given about potential conflicts, the code requires "management" of conflicts as a minimum standard. The minimum expectation for such management is full and open disclosure, which occurred. There was no attempt to disguise or confuse fees. The FMA's preference for greater specificity over fees goes beyond a minimum expectation. Therefore, a **breach of CS 5 is not made out.**

CS 6 – Professional behaviour and communications with the relevant clients

General – the relevant paragraphs of CS 6

26. CS 6 is the first CS dealing with minimum standards of client care. It requires that:

> An *Authorised Financial Adviser* must behave professionally in all dealings with a client, and communicate clearly, concisely and effectively.

27. This is then broken into three paragraphs by way of commentary on the general wording of the CS. They are that an AFA must:

(a) Provide only services that the AFA has the competence, knowledge, and skill to provide; and

(b) Provide the services and perform the AFA's obligations in a timely way; and

(c) Make recommendations only in relation to financial products that have been assessed or reviewed by the AFA to a level that provides the AFA with a reasonable basis for any such recommendation, or by another person if it is reasonable in all the circumstances for the AFA to rely upon that other person's assessment or review.

28. The complaint in respect of the NZ end of pension transfers raises all three of the paragraphs under CS 6. Paragraph (a) is said to have been breached because the Respondent did not demonstrate the required competencies, knowledge and skill to recommend his nominated QROPS. Paragraph (b) is said to have been breached because clients made decisions without written statements of advice, which followed a considerable time later. Paragraph (c) is said to have been breached because no substantive research was undertaken or recorded about the recommended QROPS. There is some overlap between paragraphs (a) and (c). We deal with each of the paragraphs under CS 6 in sequence.

CS 6(a)

29. CS 6 (a) is to ensure that AFAs meet minimum standards of expertise in providing financial services. It is designed to ensure that, if advice is given by an AFA, it has been arrived at competently, and by the application of knowledge and skill. One way of being able to test that is to see a record of the AFA's reasoning for a recommendation. That is important in terms of the FMA's supervisory role. Records that demonstrate the process by which an AFA has applied competence, knowledge and skill allow an objective assessment to be made of the way an AFA goes about arriving at advice and recommendations. However, the absence of such a record does not necessarily mean that the AFA is providing services without the competence, knowledge or skill required by the client's instruction. It simply means that there is no ready documentary record against which to make such a judgement, a matter covered separately by CS 12 in relation to personalised services supplied to retail clients.

30. Care is required when considering the significance of poor records. Respondent's counsel submitted that there is a flaw in the FMA case, which effectively argues that the absence of written evidence of compliance is evidence of non-compliance. We acknowledge that some aspects of the FMA case seem to suggest this and it would be dangerous to go too far down that path. For present purposes, therefore, the Committee has reviewed all the materials before it, and the evidence it received from Mr Pegg and the Respondent, to decide whether a breach of CS 6(a) is made out. It is important to bear in mind that CS 6(a) asks whether the AFA in question has provided a service for which he has competence, knowledge and skill. The evidence suggests that the Respondent has some background in the UK pension industry (mainly assisting the Teachers Union understand pension issues) but that his general understanding of NZ investment issues affecting pension transfers is not penetrating. His discussion in evidence of issues relating to his recommended QROPS was superficial and limited.

31. Notwithstanding that, the Committee is unable to conclude, on the basis of the evidence provided, that the service of transferring a UK pension to the Respondent's recommended QROPS was outside his competence, knowledge or skill. In large measure that is because the evidence leads us to conclude that the particular recipient QROPS fund into which monies were received was an intermediate stage in the transfer process. The final deployment of the transferred funds would follow some time after their receipt into the QROPS. In the meantime the funds would be held in a pounds sterling account, pending final investment decisions being made. There is simply insufficient evidence to say that placing funds in that way and for that limited intermediate purpose was not a competent decision. That conclusion might well be different in the light of evidence from the relevant clients or expert testimony as to what a competent AFA could be expected to do in the circumstances. In the absence of such evidence, however, we have concluded that the **complaint as to CS 6(a) is not made out.**

CS 6(b)

32. This paragraph imposes a specific obligation to act in a timely way. The complaint is confined to delay in providing a written statement of the Respondent's advice to all of the relevant clients. In three of the cases, a statement of advice followed the financial decision to which it related. In one instance the statement had not been given at the time the complaint was laid. The delay was

measured from the time the relevant client made the decision to which the advice related to the time the written statement was provided. The periods of delay were between 3 and 9 months and, as noted, in one case it seems that the statement of advice is still not on the relevant client file.

33. We did not understand the Respondent to argue against the fact of these delays but to offer, where he could, an explanation for them. Despite that, there are instances where delay cannot really be explained on any basis other than the Respondent not having moved things along in his office, as he should have. He acknowledged in evidence that the need to improve his timely creation of records and supply of written advice had been raised with him several times by the FMA, his professional mentor and his wife, who has now taken on his office administration. This signified to us a continuing issue with record keeping and timely communication, which the Respondent has had difficult resolving.

34. The requirement for timely written advice is an important element of the regime, designed to ensure that a record of financial advice is available to a client at or about the time the relevant financial decision is being made. The Committee does not consider it helpful to set a hard and fast time threshold for the application of the CS. It recognises also that there may be some occasional slippage in compliance that ought not to be regarded as a CS breach. That said, the fact that delay is a common feature of the Respondent's dealings with all the relevant clients and that the periods of delay are all of several months (or longer in one case), convinces the Committee that, taken overall, **a breach of CS 6(b) is made out.**

CS 6 (c)

35. This paragraph requires that an AFA assess and review a financial product to a level that provides a reasonable basis for the AFA's recommendation of it. For the reasons advanced in relation to CS 6(a), the Committee is unable to conclude that the Respondent failed to undertake an assessment and review that was sufficient to enable him to conclude reasonably that the recommended QROPS was suitable as an initial or intermediate recipient of transferred pension funds. The impression from the evidence is that the final disposition of those funds would follow and be the subject of other advice at that time. **The complaint as to CS 6(c) is therefore, not made out.**

CS 8 – Personalised service to be suitable to client

36. This CS requires that an AFA take reasonable steps to ensure the suitability to a client of a personalised service. There is no argument about the NZ end of the pension transfer being a personalised service. The complaint alleges that the Respondent was required to ensure the suitability to each client of his QROPS recommendation. It alleges that he failed to do this because he obtained only limited client information, confused the clients' goals and objectives with the means of achieving them, and in all events provided the same blanket recommendation to each of the relevant clients.

37. The documentary evidence suggests that there was never any likelihood of the Respondent recommending another QROPS. Indeed, he disclosed to clients that 100% of his pension transfer business was with his sole recommended QROPS. Yet he testified also that a number of factors

were, "...the same for all clients who transfer their UK pensions to NZ, provided they have chosen to remain living in NZ." In relation to one of the relevant clients he noted, "... there were no personal circumstances which negated the advantages I had identified for other clients who transfer their UK pensions to NZ..." In short, the Respondent argued that he had turned his attention to the suitability to each relevant client of his QROPS recommendation. It just happened that their circumstances were common in material respects and common advice was the result.

38. The CS requires that reasonable steps be taken to ensure suitability of a personalised service. The commentary to the CS explains the steps by stating that the AFA must make reasonable enquiries to ensure an up-to-date understanding of the client's financial situation, financial needs, financial goals and risk profile. If such information is not given or advice on suitability is not sought, specific steps follow to record the relevant limits or carve-out. This shows the importance of full and complete consideration of the client's personal circumstances and the expectation that this will form part of an AFA's analysis as to suitability, unless expressly excepted.

39. The core issue is whether reasonable steps to ensure suitability of the recommended QROPS required greater attention to the *differences* between each relevant client than the Respondent seems to have paid. He concentrated on their similarities. The FMA submitted that more attention to client differences was required. Regrettably, this is a further instance where evidence that might have assisted the Committee was not produced in support of the complaint.

40. The Committee had nothing before it that helped it to understand what a competent AFA would have regarded as reasonable steps to ensure suitability. The FMA's submissions on that point are not evidence. The importance of differences between the circumstances of the relevant clients might have been clearer had evidence been led from them, but it was not. Neither did the cross-examination of the Respondent elicit concessions as to the inadequacy of what he took into account.

41. As a result, the Committee was left uneasy about finding a breach of CS 8 when the core issue of what the advisory industry would regard as reasonable steps had not been addressed in evidence by the Complainant and the Committee had no basis on which to assess the Complainant's submissions that client differences outweighed the Respondent's emphasis on similarities. For these reasons, the Committee finds that the **complaint as to CS 8 is not made out.**

CS 12 – Required written records

42. This CS underpins the supervisory regime by requiring that an AFA record in writing adequate information about any personalised service supplied to a retail client. At hearing the Respondent conceded that he breached CS 12. The exchange with Respondent's counsel over the suggested flaw in the FMA's case suggests that the concession goes as far as accepting a breach of CS 12 in each instance where the FMA argues that there is insufficient written evidence of compliance with the Code. Rather than finalise that matter now, the Committee prefers simply to record its finding that **a breach of CS 12 is made out**, because of the Respondent's concession, and to hear

further from the parties on the scope and seriousness of the concession when considering penalty.

ALLEGED CS BREACHES IN RELATION TO INSURANCE

43. The complaint alleges that, in the one instance that the Respondent gave advice on insurance, a breach of CS 6(c) and CS 12 occurred. This is because the FMA alleges that much more detailed product replacement advice was required than was given. In the absence of such advice, the FMA argues that the Respondent failed to assess or review the recommended insurance product to a level that provided a reasonable basis for his recommendation. Further, it argues that the paucity of documentation about the insurance recommendation gives rise to default under CS 12. We understood the Respondent to accept this latter point and the **breach of CS 12 is, therefore, made out**.

44. The Committee also considers that the Respondent failed to meet, in the one instance where he provided insurance advice, the minimum standard imposed by CS 6(c). It has no uncertainties as to what the relevant client wanted or the scope of the instructions to the Respondent, such as affected its consideration of this CS and CS 6(a) in relation to pension fund transfers. The evidence establishes that the relevant client received from the Respondent a simplistic proposition that she could save premium costs, yet retain cover, by cutting the value of her cover in half.

45. The Respondent referred to meetings with the client in addition to the documentary record. However, he did not really suggest that any more acute analysis of options was given face-to-face than was given in writing. There is nothing to suggest that his recommendation was supported by analysis, apart from an indicative illustration provided by AIA and the Respondent's emailed statement that AIA was the only insurer who would offer "take-over terms". We do not know whether a fuller analysis would have led to the same conclusion but would have expected a far broader examination of what market options existed for the relevant client, even if that involved different terms. Financial decisions of this type typically involve trade-offs and analysis of those would be an expected and basic element of advice of this type.

46. The Code exists in part to ensure that clients receive an AFA's considered and independent advice and opinion. While AFAs will inevitably seek and receive information and documents from product providers, it will seldom be sufficient to meet CS 6(c) to simply pass these on to a client without substantive addition or contribution from the AFA. Clients are paying for independent advice and an AFA should be more than a forwarder of insurance industry promotional material. The AFA should, by interpreting, explaining and reconciling material that is available from the industry, add value to the exercise of client choice. We do not consider that this occurred in this instance and, accordingly, find that the **complaint is made out as to CS 6(c), concerning insurance.**

ALLEGED CS BREACHES AS TO INTEGRITY AND INDUSTRY REPUTE

CS 1 - Client interests first and acting with integrity

47. CS 1 requires that an AFA place client interests first and act with integrity. The CS 1 obligations are paramount. The complaint alleges a breach of CS 1 as the result of the cumulative effect of failures to meet other CS requirements. Given that the Committee has found that some CS breaches have been made out but a good many have not, the "cumulative effect" argument cannot stand.

48. Moreover, such an allegation should not be advanced without clear evidence to impugn the integrity of the AFA concerned. The fact that an AFA may act to a technical standard that is below Code expectations, does not mean that there is necessarily a failure to put the interests of the affected client first or to act with integrity. As the commentary to CS 1 states, what is required to place a client's interest first is determined by what is reasonable in the circumstances. One can be mistaken and still be acting in the honest belief that the client's interests are being pursued. Absence of integrity is a serious allegation in any professional context. Although CS 1 is a paramount standard, the allegation of a breach should be advanced only in cases of serious non-compliance with the Code. The Committee considers such cases will arise when there is clear evidence that an AFA has preferred personal interest over that of the client, has been derelict in attending to a client's interests or has otherwise acted in a way that suggests a lack of honesty, probity or genuineness in professional conduct. The Committee considered that the present case falls well short of this and, accordingly, concludes that the **complaint as to CS 1 is not made out.**

CS 2 – Not to bring the advisory industry into disrepute

49. CS 2 is similar to a number of professional conduct rules. It requires that an AFA not do or omit anything that would, or would be likely to, bring the financial advisory industry into disrepute. We begin with a submission made on the Respondent's behalf that, because this matter is not the product of a client complaint, no one knows of the impugned conduct and so it cannot be likely to bring the profession into disrepute. We disagree with this submission. The inquiry under CS 2 is an objective one based on whether, if the conduct were known, the profession as a whole would be affected adversely in the public eye.

50. The Code does not include a general sanction for misconduct. It has five statements of minimum ethical standards of which CS 2 is one. The commentary to CS 2 states that an AFA is prohibited from conduct that would undermine *public confidence in the professionalism or integrity of the financial advisory industry.* This is a high threshold. For CS 2 to be engaged, there must be such an absence of professionalism or integrity, objectively assessed, as to place the industry at risk of its members generally being brought into low public esteem. The Committee considers that much the same approach should be adopted to the application of CS 2 as applies to CS 1. But it recognises also that the terms of CS 2 are broad and may include conduct that is not related to an AFA's profession at all. There may be instances where the conduct of an AFA outside the bounds of business could be the subject of a CS 2 complaint because its infamy or disgraceful nature could undermine public trust and confidence in the industry.

51. There are many examples of conduct said to bring a profession into disrepute (eg decisions of the Real Estate Agents Disciplinary Tribunal and Lawyers Standards Committees), to which the Committee will be able to refer in an appropriate case. It is sufficient to say here that the Committee does not consider the conduct complained of in this case to come close to the required threshold for CS 2 to apply. The **complaint as to CS 2 is not made out**.

C. DISPOSITION

52. Because some alleged CS breaches have been upheld, the Committee is required to move to the dispositive phase of its proceedings. Under Rule 28 of the Committee's Procedure Rules, it notifies the Respondent that, for the reasons set out in this decision, the Committee may take any of the actions specified in sections 101(3) and 101(5) of the FAA. The parties are requested to make submissions to the Committee on what, if any, action it should take and to advise whether that party wishes to be heard on its submissions or to call evidence in relation to its submissions. Complainant's submissions are to be filed within 15 working days of the date on which this decision is issued (on or before Friday 14 July 2017) and Respondent's submissions within a further 10 working days (on or before Friday 28 July 2017).

53. The interim order preventing publication of the name or identifying details of the Respondent is to continue until final disposition of the case and the question of permanent non-publication should be addressed by the parties in their submissions on disposition.

Geoffrey Clews
For the Financial Advisers Disciplinary Committee