



Teaching
Regulation
Agency

Ms Kanchana Vanhove: Professional conduct panel outcome

**Panel decision and reasons on behalf of the
Secretary of State for Education**

April 2024

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Professional conduct panel decision and recommendations, and decision on behalf of the Secretary of State

Teacher:	Ms Kanchana Vanhove
Teacher ref number:	0345360
Teacher date of birth:	5 October 1982
TRA reference:	19351
Date of determination:	5 April 2024
Former employer:	Wareside Church of England Primary school and nursery, Hertfordshire

Introduction

A professional conduct panel (“the panel”) of the Teaching Regulation Agency (“the TRA”) convened on 12, 13, 14, 17, 18 and 19 July 2023, 19, 20, 25, 26 and 27 March 2024, and 5 April 2024 remotely via Microsoft Teams to consider the case of Ms Kanchana Vanhove.

The panel members were Mrs Shabana Robertson (lay panellist – in the chair), Mrs Christine Cunniffe (teacher panellist) and Mr Duncan Tilley (lay panellist).

The legal adviser to the panel was Mr Robin Havard of Blake Morgan LLP solicitors.

The presenting officer for the TRA was Mr Tom Orpin-Massey of Counsel.

Ms Kanchana Vanhove was present and was represented by Ms Althea Brown of Counsel.

The hearing took place in public and was recorded.

Allegations (as amended)

The panel considered the allegations set out in the notice of hearing dated 27 April 2023 as amended.

It was alleged that Ms Kanchana Vanhove was guilty of unacceptable professional conduct and/or conduct that may bring the profession into disrepute in that she:

1. Between around November 2018 and May 2019:
 - a. made unauthorised purchases and / or claims:
 - i. using the School's Amazon account, as set out in Schedule 1;
 - ii. from the School's bank account/ School monies, as set out in Schedule 2;
 - b. submitted inappropriate and/or unauthorised expenses claims, as set out in Schedule 3.
2. Her conduct at 1(a)(i) and /or 1(a)(ii) and/ or (1)(b):
 - a. lacked integrity;
 - b. was dishonest in that she knew that the purchases and/or expenses claims were not for the benefit of the School.
3. On or around 7 June 2019, did not provide one or more invoices to external auditors, as set out in Schedules 1 – 3.
4. Her conduct at 3:
 - a. lacked integrity;
 - b. was dishonest in that she did so in an attempt to conceal her conduct at 1.

Schedule 1

Item number	Date of purchase	Details of purchase	Amount	Invoice marked as removed (<i>allegation 3</i>)
1	7 November 2018	Amazon invoice for "GSL 16x Large Clear Plastic Martini Cocktail Wine Party Glasses"	£29.89	No

2	7 November 2018	Amazon invoice for "Traditional Garden Games 96cm Croquet Set x2"	£44.79	No
3	3 November 2018	Amazon invoice for "100 PCS Gift Kraft Tags"	£5.99	Yes
4	7 November 2018	Amazon invoice for "30x High quality one piece plastic champagne flute! glasses - 160 ml"	£11.46	No
5	3 November 2018	Amazon invoice for "Ginger Ray gold foiled star paper party cups x8"	£9.00	Yes
6	25 November 2018	Amazon invoices for books: Bebes Chouettes, Goldilocks and the three bears (english /french), Eric Carle - French La chenille qui fait des trous, Cher Zoo, Les couleurs d'Elmer, Little Red Riding Hood: Le Petit Chaperon Rouge (Dual language book), La Chasse a l'ours	£4.80 £8.83 £25.73 £8.99 £5.90	No
7	8 November 2018	Amazon invoice for "Garden Games Jumbo Hi-Tower in a bag - Solid wood tumble tower game"	£29.99	No
8	8 November 2018	Amazon invoice for "Outdoor String Lights"	£60.00	No
9	7 November 2018	Amazon invoice for "National Geographic - crack open 2 Geodes and explore crystals"	£11.99	No
10	21 February 2019	Amazon invoice for books: Wordsearches for clever kids, Brain games for clever kids, the bumper book of very silly jokes	£9.04	No
11	21 February 2019	Amazon invoice for books: Activity book for minecrafters, maths games for clever kids, the little inventors handbook	£23.78	No
12	10 May 2019	Amazon invoice for "D'addario PW- CT- 17BK Eclipse Tuner (Black)"	£9.99	No
13	10 May 2019	Amazon invoice for "Y&S Bike Computer Wireless Waterproof Cycling Computer"	£9.99	No

14	16 May 2019	Amazon invoice for "Hornby R645 00 Gauge Level Crossing Single Track"	£16.78	No
15	16 May 2019	Amazon invoice for "Hornby Gauge Railroad Rothery Industrial 101 Class Locomotive"	£25.95	No

Schedule 2

Item number	Date of purchase	Details of purchase	Amount	Invoice marked as removed (<i>allegation</i>)
1	28 November 2018	Invoice for "120 paper airplane place cards in brown kraft paper inc. postage"	£33.00	Yes
2	15 January 2019	Invoice for Royal Airforce Museum: Build it aeroplane x2, WWi colouring postcards x2, Catapult Plane x4, Fudge x17, refuel chocolate bars x1, Marmalade x2, Tea x9, Caramel salt biscuits x3	£217.33	Yes

Schedule 3

Item number	Date of purchase	Date of expenses claim	Details of expenses claim	Amount	Invoice marked as removed (<i>allegation 3</i>)
1	18 July 2018	19 December 2019	Cheque requisition and receipt for books, including: Midnight Gang, Sticker Shoot Activity, Storm Keepers Island, Slime book the outdoor making lab, Bday JJ, Take a View, Congratulations, Incredible 2	£71.89	No
2	10 July 2018	19 December 2018	Cheque requisition and invoice for Squarespace subscription	£144.00	Yes
3	14 September 2018	1 February 2019	Cheque requisition for Signage for EYFS/ Nursery Promotion and invoice Mother Wild:- A2 Signage and Easel Hire	£60.00	Yes
4	17 December 2018	31 January 2019	Cheque requisition and receipt for digital printing at Snappy Snaps	£26.94	No

5	28 January 2019	1 February 2019	Cheque requisition and receipt for: 2x Astronauts handbook, 2x Minecraft books	£21.98	No
6	10 March 2019	3 April 2019	Cheque requisition and receipt for Royal Airforce Museum	£161.95	No
7	6 March 2019	3 April 2019	Cheque requisition and invoice for M&S Food	£230.00	No
8	17 April 2019	2 May 2019	Cheque requisition and receipt for 26x Shuttleworth Kids Gift Bags, postcards and sweet bags	£119.11	No
9	13 April 2019	2 May 2019	Cheque requisition and receipt	£50.74	No
10	12 April 2019	2 May 2019	Cheque requisition and receipt payment to Dynamic Earth Enterprises	£40.25	No
11	12 April 2019	2 May 2019	Cheque requisition and receipt for Dynamic Earth Enterprises – purchase of books: DK Life Story - Albert Einstein, Little Guides - Charles Darwin, Little Guides - Amelia Earhart, 2 inch Flexicalymene Trilobites, Basket line	£30.97	No
12	14 April 2019	2 May 2019	Cheque requisition and invoice for Next: Memo Board	£26.00	No
13	16 May 2019	23 May 2019	Cheque Requisition for £130.00 cash	£130.00	No

Ms Vanhove denied the allegations.

Preliminary applications

Application for admission of documents

On the morning of the first day of the hearing, Ms Brown applied for permission to introduce into evidence a written witness statement of Ms Vanhove and a number of exhibits. Ms Brown apologised for the lateness of the documents. However, Ms Brown indicated that there had been difficulties in accessing the hearing bundle and this had only been possible on 9 June 2023. It was said that the TRA had been warned that the statement would be supplied late. Ms Brown submitted that it was in the interests of fairness that the statement and its appendices should be admitted.

Mr Orpin-Massey stated that he had not yet received the appendices but, other than exhibit KV1, understood that they were already in the hearing bundle.

However, Mr Orpin-Massey reminded the panel of the relevant paragraphs in the procedural rules relating to admission of documents and also stated that there were matters raised in the statement which had not been mentioned by Ms Vanhove before and therefore there was no time for those additional matters to be properly investigated. However, Mr Orpin-Massey stated that it was a matter for the panel to decide.

When asked by the panel for a reason for the delay since this matter was originally listed for hearing some 12 months ago, Ms Brown stated that she could not say what had happened between the TRA and Ms Vanhove's representative during that time. However, it was suggested that the hearing bundle had been revised since the last occasion and access to the up-to-date bundle was only possible on 9 June 2023.

The panel considered the application made on behalf of Ms Vanhove for the late submission of documents. The documents comprise of a statement together with various exhibits.

It is understood that the exhibits, although unhelpfully numbered differently, may already be included in the hearing bundle. The application is therefore restricted to Ms Vanhove's statement.

Ms Brown apologised for the delay and stated that access to the bundle had only been possible on 9 June 2023. Taking account of the history of the matter, the panel was not persuaded that this of itself would have prevented Ms Vanhove from preparing a statement, bearing in mind that the TRA had provided its witness evidence a very considerable time ago.

The panel was also concerned that Mr Orpin-Massey had stated that, in the statement, Ms Vanhove is raising new points and making new assertions for the first time which means that, due to its lateness, the TRA will not be able to take instructions on what she has to say.

The panel concluded that, whilst the situation was unsatisfactory, it was appropriate and in the interests of fairness, to exercise its discretion and allow the statement to be introduced into evidence. However, a consequence of its decision is that the panel will need to read the statement thoroughly before any evidence is heard. Furthermore, if Mr Orpin-Massey requires time to take instructions on any part of Ms Vanhove's statement, he should be allowed time to do so before calling his first witness.

With regard to the exhibits to Ms Vanhove's statement, as stated, all bar exhibit KV1 were already in the bundle. Ms Brown confirmed that she would provide the relevant page numbers in due course.

Application to amend allegation

In allegation 4.b, the word "an" had been omitted. The panel decided that this was a typographical error and agreed to its addition.

Application made by Ms Vanhove after the closing of the TRA's case for the proceedings to be discontinued

The panel carefully considered the application made by Ms Brown on behalf of Ms Vanhove that, in accordance with paragraph 5.82(ii) of the Teacher Misconduct: Disciplinary procedures for the teaching profession ("the Procedures"), the panel should discontinue the proceedings in their entirety. The panel was invited to find that it would be fair and appropriate to do so because it offends the panel's sense of justice and propriety to be asked to continue to hear the proceedings against Ms Vanhove in the particular circumstances of the case.

In reaching its decision, the panel had considered the document entitled "Submissions on case brought by TRA" submitted by Ms Brown together with her oral representations. In effect, the application was based on an assertion by Ms Brown that the TRA had failed to establish a prima facie case in respect of the allegations and that there was no case for Ms Vanhove to answer.

The panel had listened carefully to the response by Mr Orpin-Massey. It accepted the legal advice provided as to the legal tests to be applied.

The panel concluded that, with the exception of those elements of the allegations and particulars to which the panel refers below, there is a case to answer.

In reaching its decisions, the panel did not consider it was appropriate to adopt a generalised approach to allegation 1. This meant that it was necessary for the panel to take the time to reach decisions in respect of each item included in Schedules 1, 2 and 3.

In respect of allegation 1.a.i, the panel concluded that there was either no evidence upon which it could find that Ms Vanhove made unauthorised purchases and/or claims using the Amazon account in respect of the following item in Schedule 1, or that the evidence was so unsatisfactory that, again, it could not find the allegation proved in respect of that item.

Schedule 1 Item 12

10 May 2019	Amazon invoice for "D'addario PW- CT-17BK Eclipse Tuner (Black)"	£9.99
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When Individual F was interviewed by Witness C in relation to this item, and was asked whether she recognised it, what it was used for, and whether she had seen it in the school. Individual F responded, "We do have guitar lessons but I don't know".

When asked the same question in her interview, Witness B said, "No, but we do have guitars".

The panel concluded that the tenuous nature of this evidence meant that there was no realistic prospect of allegation 1.a.i. being proved in respect of this item in Schedule 1.

Consequently, in respect of the item listed above, the panel found that the TRA had failed to establish a prima facie case and, therefore, there was no case for Ms Vanhove to answer.

In respect of allegation 1.b, the panel concluded that there was either no evidence upon which it could find that Ms Vanhove submitted inappropriate and/or unauthorised expenses claims in respect of the following items in Schedule 3, or that the evidence was so unsatisfactory relating to an item that, again, it could not find the allegation proved in respect of that item.

Schedule 3 Item 4

17 December 2018	31 January 2019	Cheque requisition and receipt for digital printing at Snappy Snaps	£26.94
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Witness C [redacted] attended the school on 16 August 2019 i.e. during the Summer holidays, and stated that she could not locate these items at the school.

When interviewed by Witness C in July 2019, Individual F indicated that she did not know anything about these items. Witness B said that these items could be for the Sri Lanka school but ultimately stated that she was not sure what these photos were for.

The panel concluded that the tenuous nature of this evidence meant that there was no realistic prospect of allegation 1.b being proved in respect of this item in Schedule 3.

Schedule 3 Item 5

28 January 2019	1 February 2019	Cheque requisition and receipt for: 2x Astronauts handbook, 2x Minecraft books	£21.98
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The extent of the evidence against Ms Vanhove was that of Witness C who attended the school on 16 August 2019 who said that she could not locate the books and Individual F and Witness B who did not know anything about them.

The panel concluded that the absence of any cogent evidence meant that there was no realistic prospect of allegation 1.b. being proved in respect of this item in Schedule 3.

Schedule 3 Item 8

17 April 2019	2 May 2019	Cheque requisition and receipt for 26x Shuttleworth Kids Gift Bags, postcards and sweet bags	£119.11
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The receipt in respect of the items costing £119.11 provides a breakdown of the goods purchased by Ms Vanhove and is consistent with the description above. Witness B and Individual F indicated that they had not seen these items in the school.

Schedule 3 Item 9

13 April 2019	2 May 2019	Cheque requisition and receipt	£50.74
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Ms Vanhove was not asked about this item in the course of her disciplinary investigation. Neither Individual F nor Witness B were asked about this item in the course of their interview by Witness C. There was no other evidence to indicate the reason for this expense or that it was either unauthorised or inappropriate.

Schedule 3 Item 10

12 April 2019	2 May 2019	Cheque requisition and receipt payment to Dynamic Earth Enterprises	£40.25
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It was suggested by Witness B that she attempted to investigate this matter as she knew that Ms Vanhove had been to Edinburgh for a weekend. She stated that one of the receipts "looked like transport receipt for an open top bus tour another food/beverages type receipt as there was a gratuity section [sic]".

However, that was the extent of the evidence and no other evidence had been obtained to support the assumption made by Witness B.

Individual F said that this was looked at by Witness B who suggested that this was in relation to a bus shuttle link in Edinburgh, saying that she knew that Ms Vanhove had gone there with her family during half-term.

In respect of the above three items, all relating to a trip made by Ms Vanhove to Edinburgh, the panel concluded that the absence of any more substantive evidence

meant that there was no realistic prospect of allegation 1.b. being proved in respect of these items in Schedule 3.

Schedule 3 Item 12

14 April 2019	2 May 2019	Cheque requisition and invoice for Next: Memo Board	£26.00
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When asked about this item by Witness C in the course of her interview, Individual F answered, "Don't know". Witness B stated that she had not seen this item at school.

In the summary provided in her report, Witness C stated that, "Individual F and Witness B did not know anything about this" and then stated that she could not locate the memo board when she attended school on 16 August 2019.

The panel noted that the receipt stated that this item was delivered to Ms Vanhove's home address but decided this was not significant as this was purchased using Ms Vanhove's own account, hence the request for reimbursement.

Accordingly, the panel concluded that there is no case to answer in relation to those specific items particularised above in Schedules 1 and 3 of allegation 1. It followed that there was no case to answer in relation to allegation 2 relating to those items in respect of which the panel has found that there is insufficient evidence as particularised above.

The panel did not conclude that the evidence relating to the remaining allegations was so unsatisfactory that the panel could not find these allegations proved. Whether any of those allegations will be found proved will be a matter for the panel to consider when all of the evidence has been heard. For this reason, it would not be appropriate at this stage for the panel to make any further comment on the evidence presented by the TRA in relation to those allegations.

Summary of evidence

Documents

In advance of the hearing, the panel received a bundle of documents which included:

Section 1: Chronology and list of key people – pages 4 to 5

Section 2: Notice of hearing and response – pages 6 to 18

Section 3: Teaching Regulation Agency witness statements – pages 19 to 47

Section 4: Teaching Regulation Agency documents – pages 48 to 887

Section 5: Teacher documents – pages 888 to 895

In addition, as stated, the panel agreed to accept the following:

A statement from Ms Vanhove dated 10 July 2023 (pages 896 to 920)

Exhibit KV1 (pages 921 to 922).

The panel members confirmed that they had read all of the documents within the bundle, in advance of the hearing and the additional documents that the panel decided to admit.

Witnesses

The panel heard oral evidence from the following witnesses who gave evidence on behalf of the TRA:

Witness A, [redacted];

Witness B, [redacted];

Witness C, [redacted];

Witness D, [redacted].

Ms Vanhove gave evidence on her own behalf and also called Witness E, who was [redacted].

Decision and reasons

The panel announced its decision and reasons as follows:

The panel carefully considered the case before it and reached a decision.

Findings of fact

The findings of fact are as follows.

Before outlining its findings of fact in relation to the particulars of the allegations, the panel has made the following findings in order to provide background and context.

At the material time, namely November 2018 to June 2019, Ms Vanhove was Headteacher of Wareside Church of England Primary School (“the School”).

Again, at the material time, there were around 48 pupils at the School. It was described as a Church of England Voluntary Controlled School which meant that it was controlled by Hertfordshire County Council but has a historic Church of England foundation and

values. In 2017, it had been planned for the School to enter into a relationship with a larger primary school in the area but this did not come to fruition.

In August 2022, the School closed due to a fall in pupil numbers.

Ms Vanhove started to work at the School as a Supply Teacher in the Autumn term of 2016. At this time, she was known as Kanchana Gamage. On 23 March 2019, [redacted] known as Mrs Kanchana Vanhove.

The previous Headteacher had left the School at Easter 2017 and, when the development of the relationship with the larger primary school fell through, [redacted] Ms Vanhove was appointed as Acting Headteacher on a part time basis for the other three days.

Ms Vanhove was approached to take up a formal position as Interim part time Headteacher in Autumn 2017. She agreed to do so on a temporary basis as she was [redacted].

In September 2017, the School advertised for the role of a permanent part time Headteacher and Ms Vanhove applied for the post. However, it was made clear that she would not be able to commence in that role until Easter 2018.

In any event, Ms Vanhove took time away from the School [redacted]. Ms Vanhove said, and the panel found, that she did not take formal [redacted] leave from the School. Indeed, she stated that she was not employed with the School during this period. However, she successfully applied for the permanent part time Headteacher role and she returned in September 2018, working on the Monday, Tuesday and Wednesdays of each week although there was a level of flexibility with regard to the days that she worked during the week. It was intended that Ms Vanhove would have no fixed teaching timetable but the panel found on the basis of the evidence of Ms Vanhove and, indeed, [redacted], Witness A, that, due to the size of the School, Ms Vanhove would teach in the classroom from time to time and when she was able to do so.

During the material time, the other personnel who are relevant to these proceedings were as follows:

Individual F

Individual F did not attend the hearing to give evidence. In the circumstances, the panel was careful in assessing the weight it could attach to her evidence. Indeed, the panel's approach generally to hearsay evidence was to treat it with caution. The panel would assess the weight that could be attached to such evidence by considering whether such evidence could be supported, either by oral evidence from those who attended to give evidence, or hearsay evidence from other individuals, or by reference to contemporaneous documentary evidence.

Individual F was [redacted]. Individual F would work with Ms Vanhove [redacted].

Witness B

[redacted]

[redacted]

Witness D

At the time that Witness D gave her statement in February 2021, she had [redacted].

Witness A

Witness A [redacted].

Financial Structure Within the School

The School's financial controls was required to comply with the provisions of the Hertfordshire County Council Financial Handbook for Schools. The panel had noted in particular paragraphs 10.1 (Ordering of Goods and Services) and 10.2 (delivery and payment of Goods and Services).

The following paragraphs are of particular relevance:

"10.1.2 The authorised signatory to the order must be satisfied that the intended goods or services are appropriate and needed, that there is adequate budgetary provision and cashflow, and that quotes or tenders have been obtained if necessary."

"10.1.6 Orders must be used only for goods and services provided to the School. Individuals or other organisations associated with the school (e.g. PTAs) must not use official orders to obtain goods and services for their private use."

At paragraph 10.2.6, there is reference to the obligation of the governing body to approve any reimbursement made to the Headteacher for expenditure on behalf of the School, travel expenses or claims for other personal expenses. It goes onto say "however, the governing body may set a level (both for individual amounts and in aggregate for the financial year) below which such approval is not specifically required."

It was not in dispute that, at the material time, the Headteacher was authorised to spend up to £2,000 without the need for the governors' approval. Ms Vanhove could authorise a

transaction or an expenses claim of up to £2,000 using School funds as the sole signatory.

If the transaction or expenses claim exceeded £2,000, it would require not only Ms Vanhove's authorisation but also authorisation from another designated signatory.

If Ms Vanhove was seeking to recover any amount that she had spent in terms of personal expenses, she was not able to authorise such repayment and this would require the counter signature of another designated signatory who, at the material time, was Individual F.

The panel was satisfied that the use of any school funds, whether to purchase products or for payment in respect of expenses, could only be made for the benefit of the School and not for any other reason, such as personal benefit.

Financial Processes at the School

Having listened carefully to the evidence, the panel was satisfied that the outline of the process described by Witness B was an accurate description of what was supposed to take place at the time that Ms Vanhove was Headteacher at the School. Indeed, Ms Vanhove accepted that this may have been a process that should have been followed but maintained that the financial and administrative processes within the School were in a state of some disarray.

At the material time, Witness B and Witness D were responsible for [redacted].

The system that was supposed to be followed was that, anything purchased for the School using school funds would be recorded in a "pink order book". Whilst the panel had not been provided with the pink order book, either Witness B or Witness D would check the orders written by a teacher in the book and then seek authorisation where necessary just prior to placing the order.

Initially, most orders would be placed with Hertfordshire County Council's supplier, FullStop, for everyday school supplies such as stationery.

When the goods arrived, Witness B would check the goods and invoice against the order in the book. She would then pass the invoice to Witness D who would raise a cheque in order to pay the invoice. At that point, depending on the amount, either Ms Vanhove or Individual F, or both of them, would approve and sign the cheque.

Witness D would mark off the relevant order in the pink book with the cheque number and date of payment. Witness D would file the invoice and input them into the computer system. This would be checked and processed by Hertfordshire County Council's external accountant who would also monitor the School's budget and cheque receipts for VAT and so on. Ms Vanhove stated, and the panel found, that, at the School's expense,

an accountant from the Local Authority would attend the School every fortnight to carry out an audit.

In or about August 2018, Witness B opened an Amazon account for the school and used her personal bank card and name in doing so. It was not until September 2018 that Ms Vanhove told her to change the account by using a school bank card. The reason for setting up such an account was to enable the School to purchase items that were not available with FullStop, or were cheaper to purchase via Amazon.

Witness B maintained that the process for ordering items for the School using the Amazon account was exactly the same as orders from FullStop and that it should be written in the pink book. Once the order was placed online with Amazon, Witness B would print off the order and staple it to that page of the pink book for processing in the same way as any other purchase.

It was suggested by Witness B that only she and Ms Vanhove were able to place orders with Amazon. The computer on which such orders could be made was located in Witness B's office. Whilst the School was located in relatively large grounds, the buildings were quite small taking account of the number of pupils and so a number of staff would be accessing the administration office occupied by Witness B and Witness D and this would include Ms Vanhove. Witness D stated that there was a password to access the computer and a separate password to access the Amazon account. Whilst the password to the computer may have been accessible to a number of people, Witness B maintained that only she and Ms Vanhove knew the password to the Amazon account. Ms Vanhove disputed that she made any orders from the Amazon account. Furthermore, she maintained that there had been occasions when she had gone onto the computer in Witness B's office and found the Amazon account already open; it was suggested by Ms Vanhove that there had been an occasion when she had been with Witness E when they noted that the Amazon account was open. However, in her oral evidence, Witness E did not recall a specific time when she was in the office looking at the computer. Further, she did not have access to Amazon and guessed that Ms Vanhove and Witness B did. She did not know whether Individual F and Witness D had such access. She had also been there when Witness B was ordering items from Amazon. She stated that she was not able to log on to the computer even if she wanted to.

The panel found that Witness B and Ms Vanhove were able to access the Amazon account. Whilst Ms Vanhove maintained in her oral evidence that, "I did not order much" and, "I was not a regular user of the Amazon account", taking account of its findings below, the panel did not accept Ms Vanhove's evidence.

Confirmation of the purchases on the Amazon account was sent by Amazon to [redacted] and so this would come to Witness B's computer.

If it was not possible to place an order using the pink book, either through FullStop or the Amazon account, it was possible for staff to use their own money to buy items for the School and then seek reimbursement for those purchases using a cheque requisition form. The form would be made out and this would provide details of what had been purchased. The receipts for that purchase would have to be attached to the form and would have to be authorised and signed by Ms Vanhove unless it was a cheque requisition submitted by herself in which case the cheque would have to be signed by Individual F.

When goods arrived at the School, ordinarily they would be addressed to the School and Witness D and Witness B would then distribute them as appropriate around the School.

There were occasions when a delivery would arrive addressed to a particular member of staff. Indeed, many of the orders would contain Kanchana Gamage as the addressee and this would be left on their desk. As the account was set up by Witness B, her name appeared by default as the person who had ordered the items even though they may have been ordered by someone else, including Ms Vanhove.

It was maintained by Witness B that Ms Vanhove would place orders on the Amazon account but would not follow the process of making an entry in the pink book. When those items arrived, Witness B indicated that she would have to check with Ms Vanhove that she had placed the order before paying the invoice. There were also items that were addressed to her personally even though it was believed that they were for the benefit of the School. Whilst Witness B would forward the items to Ms Vanhove, she would subsequently hand Witness D or Witness B the invoice for payment.

Witness B's account was supported by Witness D. However, Ms Vanhove maintained that there was no formal authorisation process and she was not a regular user of the Amazon account. Indeed, Ms Vanhove maintained that members of staff did not come to her to authorise purchases although she would sign cheques. Even though she was signing cheques, Ms Vanhove suggested that she was not aware of what was being purchased as there were many other pressing needs and demands on her time at the School. If she were looking to purchase an item, she would discuss it at Senior Leadership Team ("SLT") meetings.

Whilst the panel noted the procedures that were in place at the School, it was not satisfied that the process, which appeared logical and appropriate for a school such as Wareside, was regularly adhered to and followed. As an example, Witness D was asked in the course of her evidence about a series of cheques which had been written but where there were no supporting invoices found on the file for which Witness D was unable to provide a satisfactory explanation.

Summary of events leading to Ms Vanhove's dismissal from the school

In May 2019, Witness A was approached by Individual F who wished to make a disclosure under the School's whistleblowing policy regarding concerns relating to the potential misappropriation of School funds by Ms Vanhove.

Due to those concerns, the matter was referred to Hertfordshire County Council's Shared Internal Audit Service ("SIAS").

In June 2019, the SIAS commenced an audit which led to the production of an audit report on 26 June 2019 which recommended that, due to the findings that it had made, a deeper investigation should be conducted by the SAFS. Witness C [redacted] carried out an investigation which included interviewing a number of employees of the School to include those mentioned above together with Ms Vanhove. This led to the submission of a report dated 23 September 2019.

By this time, and following the SIAS report, Ms Vanhove had been suspended on 28 June 2019.

Based on the report from SAFS, Ms Vanhove was informed that a disciplinary hearing would take place. It was due to take place on 29 November 2019 but, on 25 November 2019, Ms Vanhove's representatives indicated that Ms Vanhove would not be attending the hearing on the grounds of ill health.

On 9 December 2019, Ms Vanhove tendered her resignation. However, the School proceeded with a disciplinary hearing on 15 January 2020. Both Ms Vanhove and her representative were invited to attend but they declined to do so and, whilst this played no part in the panel's decision, Ms Vanhove was dismissed by the School.

The panel found the following particulars of the allegations against you proved, for these reasons:

1. Between around November 2018 and May 2019, you:

a. made unauthorised purchases and/ or claims:

i. using the School's Amazon account, as set out in Schedule 1;

Before setting out its findings in relation to each item in Schedule 1, the panel wished to set out its approach to the allegation made by the TRA that Ms Vanhove had made purchases or claims which were unauthorised.

It had been submitted by Ms Brown on behalf Ms Vanhove that the TRA had failed to prove its case in respect of allegation 1 on the basis that all items within Schedules 1 and 2 were within the limit of authority of Ms Vanhove and / or Individual F. Therefore, whilst Ms Brown maintained that all purchases were legitimate, the legitimacy or otherwise of

the items that had been purchased was irrelevant. The central point was that such purchases and / or claims had been authorised.

On behalf of the TRA, Mr Orpin-Massey maintained that for a payment of a claim to be authorised, it had to be for the benefit of the School.

The panel preferred the interpretation of Mr Orpin-Massey. The panel considered that, to accept the submission of Ms Brown, it would lead to an outcome that was perverse. It would suggest that, as long as a purchase using school funds was within the limit of her financial authority, Ms Vanhove could purchase items for her own use without any repercussion. The panel did not consider that a purchase of an item for her own use could be categorised or defined as properly authorised.

The panel concluded that the authorisation to which this allegation refers relates to, and must coincide with, the rules of financial governance set out in the Finance Handbook of Hertfordshire County Council that applied to all state schools. In particular, at paragraph 10.1.6 of that document, as stated above, it confirms that:

“orders must be used only for goods and services provided to the schools. Individuals or other organisations associated with the school (eg PTAs) must not use official orders to obtain goods and services for their private use.”

Turning to the particular items in Schedule 1, the panel found as follows:

Schedule 1 Items 1, 2, 4 & 8

7 November 2018	Amazon invoice for “GSL 16x Large Clear Plastic Martini Cocktail Wine Party Glasses”	£29.89	No
7 November 2018	Amazon invoice for “Traditional Garden Games 96cm Croquet Set x2”	£44.79	No
7 November 2018	Amazon invoice for “30x High quality one piece plastic champagne flute / glasses – 160 ml”	£11.46	No
8 November 2018	Amazon invoice for “Outdoor String Lights”	£60.00	No

These items were all ordered under the same order number ending in 3549 and they were all ordered on the same date. The date on the fourth of these items shown as 8 November 2018 is an error as the order specifies that all four items were purchased on the same date, namely 7 November 2018. The invoice for each item may be different but that is because the sources of the goods supplied by Amazon were different.

By way of further clarification, the first item was in fact made up of 4 times 16 glasses, a total of 64 glasses. The panel found this was of relevance, taking account of the number of pupils at the school and also the number of persons Ms Vanhove had indicated would attend the meeting of headteachers she said she had arranged for December 2018, namely between six and eight.

In her evidence, Ms Vanhove suggested that she had ordered some half-pint beakers or glasses in September 2018 but denied that she had placed the orders for the above items save that she suggested that the half-pint beakers were purchased for an event in December 2018. However, this was only for six to eight people and, in any event, it did not take place.

However, the panel found, on the balance of probabilities, that Ms Vanhove did place the orders of the items listed above. It reached its decision for the following reasons.

Whilst reference has been made to the email exchanges between Ms Vanhove and Witness B in early November 2018, the panel reiterated that, on 2 November 2018, Ms Vanhove sent an email to Witness B confirming that she wished to, "order a few things for Remembrance service etc from Amazon. I used admin email and [redacted] as password... don't think that's right password is it?".

On the same day, Witness B provided Ms Vanhove with the correct email address saying, "we have a business account but it still defaults to my Visa card, have a go!".

Again on the same day, Ms Vanhove sends an email to Witness B confirming that she would not order anything as she did not want Witness B to pay on her card and then said, "Let's get that school debit card soon too!".

On 5 November 2018, she writes to Witness B saying, "I am also just finalising the final Amazon order with everyone" and on the same day, Witness B confirms to Ms Vanhove that she can attach emails relating to orders to the pages in the pink book and confirmed budget allocations.

Two days later, on 7 November 2018, the above items were ordered.

In her written statement prepared for the purposes of these proceedings at paragraph 11, Witness B stated as follows:

"11 In or around November 2018 I processed an invoice for plastic martini glasses that Kanchana had purchased using the School's Amazon account. I remember thinking this was a very strange purchase for the School so I asked Kanchana whether she had got her personal Amazon account and the School's Amazon account mixed up. Kanchana told me that the glasses were for a head teachers'

event at the School on Saturday 15 December 2018. I was not aware of the event at that point, but I accepted this explanation.”

This is consistent with the evidence that Witness B provided to Witness C in the course of her investigation. Again, it is noted that the event did not take place.

In her statement, Ms Vanhove suggested that some of the plastic martini cocktail wine party glasses were found in the hall cupboard, but denied that she had placed the order for the glasses or any of the above items.

The panel preferred the evidence of Witness B and found that she had had this conversation with Ms Vanhove when she processed the invoice for the plastic martini glasses.

Both Witness B and, indeed, Ms Vanhove referred to the positive and constructive relationship that they enjoyed with Ms Vanhove supporting Witness B by [redacted].

The panel found that Witness B had no reason to provide anything other than a truthful account both in the course of the investigation and during her oral evidence. Further, she remained firm in her evidence when questioned by Ms Brown.

Also, the fact that the order was in Witness B's name is not material as her name was included by default and there are other instances when Ms Vanhove confirms that she made an order where Witness B's name appears on the order document.

Furthermore, for Ms Vanhove's version of events to be true, it must mean that Witness B, Witness D and Individual F were all misrepresenting the position.

The panel was also struck by the fact that, whereas Ms Vanhove in her evidence suggested that she placed very few orders on Amazon, the email exchanges with Witness B suggested otherwise. Furthermore, whilst she also suggested in her evidence that she would not receive notification of purchases via the Amazon account because they would be confirmed in the [redacted] email address, she refers to using that email address in her email to Witness B of 2 November 2018.

The panel was also satisfied that the items listed above were not suitable for use at a very small primary school such as Wareside. In particular, and for example, the panel had looked at photographs of the martini cocktail glasses and they would clearly be inappropriate for use at the School. Indeed, Ms Vanhove accepted that this was so.

The order for the Traditional Garden Games 96 cm Croquet set was part of the same order.

It was suggested by Individual F that this appeared at the School after the audit had taken place on 7 June 2019 and that Ms Vanhove took it out of the cupboard after the audit along with other wooden games. It was suggested by Individual F that there was

mud on the item suggesting that it had already been used. Witness B said that she had never seen the items before until they recently appeared.

It was suggested by Ms Vanhove that this game was for the courtyard area, having been provided with funds by the Parent Teacher Association to make the courtyard an area for games. This is consistent with her email to Witness B of 5 November 2018. However, the cheques relating to the courtyard expenses sheet make no reference to the croquet set. Furthermore, Witness C noted when she visited the School on 16 August 2019 that the area was on a concrete foundation and the croquet games were described on Amazon as being suitable for children 14 years and older. Neither Individual F nor Witness B had seen the game prior to the audit in June 2019.

Ms Vanhove suggested that this game would go with the quoits in the courtyard area and was found in the hall cupboard and suggested that it may have been Individual G who had ordered the item.

The panel concluded that the croquet set would not have been suitable because it was for children aged 14 years and above.

It was alleged that Ms Vanhove had ordered the champagne flute/glasses using the Amazon account and Individual F stated that the glasses had not been located in the School. Witness B maintained that such purchases were not required by the School and stated that, like the plastic martini cocktail wine party glasses, these glasses appeared after the auditors had attended the School.

Ms Vanhove maintained that she had not ordered these glasses which had been found in the hall cupboard.

However, for the reasons outlined above, the panel was satisfied that all four items formed part of the same order. Following Witness B raising her concern with Ms Vanhove regarding the Martini Cocktail glasses, the panel found, on the balance of probabilities, that it was Ms Vanhove who had ordered all four items on the same order and all four items were not purchased for the benefit of the school.

On this basis, the panel found allegation 1.a.i. proved in respect of the above items.

Schedule 1 Item 7

8 November 2018	Amazon invoice for "Garden Games Jumbo Hi-Tower in a bag - Solid wood tumble tower game"	£29.99	No
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This is one of a number of orders that were placed on 7 November 2018 with the order number ending in "3549". Again, the date in the item above is incorrect. As on other orders, the document showed that the order was placed by Witness B but the panel has

accepted Witness B's evidence that this was automatic and it did not necessarily mean that it was Witness B herself who had placed the order.

The delivery was addressed to Kanchana Gamage at the School.

Ms Vanhove accepted that she knew of this order but she denied placing it. In her statement, she states that the order was placed by "possibly Individual G – [redacted]".

However, the panel did not accept that Individual G had authority to purchase the item and there was no evidence produced of any authorisation. The panel understood that Individual G was [redacted].

The panel also accepted the evidence of Witness B that there was already one such item at the School and there was no need for a second. The panel also accepted, on the balance of probabilities, the evidence of Witness D and Witness B that this second item appeared after the investigation had commenced.

The panel noted that Ms Vanhove suggests that Individual G may possibly have ordered all the games, namely croquet, boules, Jenga, quoits and other garden games. Again, there was no evidence of any authorisation given to Individual G to purchase these items, and it was only suggested by Ms Vanhove as a possibility.

The panel found, on the balance of probabilities, that Ms Vanhove had used school funds to purchase this item but the item was not purchased for the benefit of the School. Consequently, the panel found that Ms Vanhove had made an unauthorised purchase using the School's Amazon account.

On this basis, the panel found allegation 1.a.i. proved in respect of this item.

Schedule 1 Item 13

10 May 2019	Amazon invoice for "Y&S Bike Computer Wireless Waterproof Cycling Computer"	£9.99	No
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This item was on the same Amazon order as the D'Addario PW-CT-17BK Eclipse Tuner Black which represented a separate item but which the panel had discontinued in its decision of 19 July 2023 on the basis that it found there was no case to answer.

This item, namely the bicycle computer, was ordered on the same day under the same order number.

Whilst the panel had been satisfied that there was a proper purpose for the guitar tuner, hence its decision that there was no case to answer in respect of it, the panel was not satisfied that Ms Vanhove, who accepted that she had placed the order, had purchased the bicycle computer for the benefit of the School.

Indeed, whilst Ms Vanhove confirmed that she had ordered the guitar tuner, she denied ordering the bike computer although it was on the same order.

Both Individual F and Witness B stated that they had no knowledge of this item being ordered and that they do not have bikes at the School.

On the balance of probabilities, the panel found that the same person had ordered both the guitar tuner and the bike computer and that this was Ms Vanhove.

The panel was satisfied that the purchase of the bike computer was unauthorised as it was not for the benefit of the School.

On this basis, the panel found allegation 1.a.i proved in respect of this item.

Schedule 1 Items 14 and 15

16 May 2019	Amazon invoice for "Hornby R645 00 Gauge Level Crossing Single Track"	£16.78	No
16 May 2019	Amazon invoice for "Hornby Gauge Railroad Rothery Industrial 101 Class Locomotive"	£25.95	No

Both "Hornby" items were ordered on the same day, namely 16 May 2019.

Witness B and Witness D confirmed that on the following day, 17 May 2019, a package was delivered to the School addressed to Ms Vanhove and, on opening it, they found the Hornby train set and level crossing with some other items to include glowsticks. Witness B maintained that they were very unlikely to be items for the School but Ms Vanhove had ordered them using the School's Amazon account.

On 20 May 2019, Witness D showed Witness B a Post-It note which had been left on her desk. The panel had considered the Post-It note which was from Ms Vanhove saying:

"Hi Witness D,

The Amazon order was for circus event in July. In the Friends shed. 2 items from diff budget. Will let you know wed.

Kanchana x"

However, Witness D stated that, on Monday 20 May 2019, she went to the Friends PTA shed but there was no sign of the Hornby train or other items.

Ms Vanhove denied having ordered these items. She suggested that, once the investigation began, the train was found in one of the staff's pigeonholes.

However, the panel preferred the evidence of Witness B and Witness D who both remained consistent in their evidence regarding these items. Furthermore, their evidence was supported by the documentary evidence.

Ms Vanhove sent an email to Witness B on 10 June 2019 confirming that, "I ordered the padlocks and the glowsticks (these are for Friends event and [redacted] will write a cheque with other things that she wants to ask you about but we may not be able use the school account – tbc) but not the others."

On 7 June 2019, at a time when the SIAS auditors had attended the school to start their investigation, Ms Vanhove sent an email to a number of people including Witness B saying:

"Hi all,

Just a quick one and Witness B might have asked you already – do you know if anyone ordered some trains from Amazon recently..? Just trying to work out who and what they were for.

Thanks"

On the same day, Witness B replied as follows:

"Hi

That order came via Amazon and the pink book was not filled in, as a result I asked Witness D to put it on the table in the staff room and if you remember you put the items in the Friends shed as per the Post-It note you left in the School office, I took this to mean that you had ordered the items."

Again on 10 June 2019, Ms Vanhove responded saying:

"Hi Witness B, thanks for the info. I ordered the padlocks and the glowsticks (these are for Friends event and [redacted] will write a cheque with other things she wants to ask you about but we may not be able to use the School account – tbc) but not the others."

However, having accepted that she ordered the glowsticks, the panel noted that, in the same order, ending 5551 and dated 16 May 2019, there are also orders for a Hornby R645 00 Gauge Level Crossing Single Track and Hornby Gauge Railroad Rothery Industrial 101 Class Locomotive. The price of each item also is consistent with those orders.

The panel was satisfied that Ms Vanhove had ordered both from Amazon. On her own account, she confirmed that there was no requirement for such items at the School and that they were inappropriate.

Consequently, the panel found that Ms Vanhove had made unauthorised purchases in respect of the above items in that they were not purchased for the benefit of the School.

On this basis, the panel found allegation 1.a.i. proved in respect of the above items.

ii. from the School’s bank account/ School monies, as set out in Schedule 2;

Schedule 2, item 1

28 November 2018	Invoice for “120 paper airplane place cards in brown kraft paper inc. postage”	£33.00	Yes
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This order was placed on 28 November 2018. Witness B confirmed that she had not seen these items delivered. The panel had considered the invoice in relation to this item which would appear to be dated 27 November 2018 and was sent to Ms Vanhove at the School address.

Despite the description, Ms Vanhove maintained in her interview with Witness C and in her evidence to the panel that these were not for place cards but were origami paper aeroplanes for science events and “Fly to the Line”.

Taking account of the description of the items, the panel did not accept Ms Vanhove’s account.

The panel was aware from the text sent by Ms Vanhove to Individual H of [redacted] on 26 June 2018 that she was already planning [redacted]. In that text she refers to the fact that she was looking for a menu stand, seating planner “and place cards (names on paper planes).”

In the circumstances, and on the balance of probabilities, the panel was satisfied that this item was an unauthorised purchase in that it was not for the benefit of the School.

On this basis, the panel found allegation 1.a.ii. proved in respect of this item.

b. submitted inappropriate and/or unauthorised expenses claims, as set out in Schedule 3.

Schedule 3 Item 1

18 July 2018	19 December 2019	Cheque requisition and receipt for books, including: Midnight Gang, Sticker Shoot Activity, Storm Keepers Island, Slime book the outdoor making lab, Bday JJ, Take a View, Congratulations, Incredible 2 official guide	£71.89	No
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On 19 December 2018, Ms Vanhove, at that time known as Miss Gamage, submitted a cheque requisition form requesting a cheque for £71.89. The account was to be drawn from the English budget for books for KS2 Readers. As this was a request for reimbursement of money paid by Ms Vanhove, she had signed the form as the claimant and it would appear to have been signed as authorised signatory by Individual F.

Despite signing the cheque requisition form, in her interview, Individual F stated that she had not seen these books and maintained that they were not the type of books that they would buy for KS2 readers. Witness B also indicated that she had not seen these books. When Witness C carried out an inspection at the School on 16 August 2019, she could not locate these books either.

Ms Vanhove suggested that she and Witness E, [redacted] were in charge of [redacted] and that the books should all be in the library.

The panel was concerned to note that Ms Vanhove had purchased these books on 18 July 2018. This was the date of the transaction as shown on the receipt and the panel noted that the card that was used ended in [redacted] which was Ms Vanhove's card number.

At that time, Witness A described Ms Vanhove as being [redacted], as stated above. Ms Vanhove said in her evidence that when she [redacted] left the School on 22 November 2017, this coincided with the expiry of a fixed term contract which ended on the same date. Thereafter, Ms Vanhove maintained that she was not employed by the School until her return on 1 September 2018, having been appointed as the permanent part time Headteacher.

This meant, at the time Ms Vanhove purchased the books on 18 July 2018, she was not employed by the School. She would therefore have had no authority to purchase the books and seek reimbursement five months later.

In addition, there was no evidence that she discussed the purchase of these books with Witness E. Ms Vanhove had no fixed teaching timetable when she returned and therefore the panel found that Ms Vanhove could not possibly have known whether the books would be suitable as teaching material for children at KS2 stage within the School.

For these reasons, the panel was satisfied that Ms Vanhove made unauthorised purchases of the books and subsequently submitted an inappropriate and unauthorised expenses claim in respect of the books.

On this basis, the panel found allegation 1.b. proved.

Schedule 3 Item 2

10 July 2018	19 December 2018	Cheque requisition and invoice for Squarespace subscription	£144.00	Yes
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On 19 December 2018, the same date on which Ms Vanhove had submitted a cheque requisition for reimbursement of the cost of books under the previous item, Ms Vanhove submitted a cheque requisition for reimbursement of £144, to be drawn from the ICT account within the School in respect of ICT blogs for the School. Once again, the form has been signed by Ms Vanhove as claimant and Individual F as authorised signatory. It is in respect of an invoice issued to Kanchana Gamage by Squarespace Ireland Limited dated 10 July 2018.

As stated above, at this time, Ms Vanhove was not employed by the School. It was suggested by Ms Vanhove that this related to a blog that she and Individual F intended to set up for the School.

Miss Vanhove suggested that she intended to establish it as a link to the School website and that she had purchased it for the children.

Whilst the panel has taken fully into consideration the fact that Individual F did not attend to enable her account to be challenged, the panel noted that, in her interview with Witness C, she stated that she had no knowledge of this blog.

In any event, on her return to take up her employment of permanent Headteacher on 1 September 2018, there is no evidence to suggest that any progress was made with regard to this blog Ms Vanhove claimed to be setting up.

Furthermore, the panel noted that, in the invoice, under “charges” it states as follows:

Subscription:

Personal(Annually)-Penguin–koi–he5t.Squarespace.com

On clicking on that link, it had been discovered in the course of the investigation that it opened a webpage with the words “nothing fancy just [redacted]” appearing with the same website address in the top left-hand corner.

The panel noted that Ms Vanhove was [redacted]. Whilst she denied, when questioned by the presenting officer, that a website had been set up in advance of [redacted], she did concede that there may have been a gift page set up for the purposes of [redacted].

The panel was concerned that this expense was incurred on 10 July 2018 when, as stated, Ms Vanhove was not employed by the School, and it was then a further five months, and some three and a half months after she had started in her role as Headteacher, that, on 19 December 2018, she sought reimbursement of this sum of £144.

The panel was satisfied that, at the time that she incurred the expense of £144, she had no authority to do so and the panel found that this amount was incurred for reasons other than for the benefit of the School.

Indeed, the panel had noted, in relation to another item, that on 26 June 2018, she had sent a text message to a Individual H [redacted], making enquiries for some products for [redacted].

In the circumstances, the panel was satisfied that Ms Vanhove had submitted an inappropriate and unauthorised expense claim on 19 December 2018.

Consequently, the panel found allegation 1.b. proved in respect of this item.

Schedule 3 Item 3

14 September 2018	1 February 2019	Cheque requisition for Signage for EYFS/ Nursery Promotion and invoice Mother Wild:- A2 Signage and Easel Hire	£60.00	Yes
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It was asserted by Ms Vanhove that this represented the cost of a sign saying “Wareside Primary Come and Join Us” which she anticipated would be in the School and serve as an advertisement for the School.

Witness B stated that she was unaware of this notice and had not seen it although conceded that it could have been used to promote the nursery externally.

On attending the School on 16 August 2019, Witness C was unable to locate the sign.

[redacted]

The panel had noted exchanges of messages between Individual H and Ms Vanhove which commenced in June of 2018.

On 26 June 2018, Ms Vanhove, then known as Ms Gamage, sent a message from her personal account “[redacted]” stating the following:

“Hi Individual H! I absolutely love your work and was hoping you might be able to do some signage for us for [redacted]. We are looking for a menu stand, searing plan and place cards (names on paper planes). I can provide the boards and the planes as not sure if you hire out boards too? Please could you let me know if this is possible and some guide prices please. Many thanks Kanchana [sic]”.

The panel noted from this text that, from June 2018, Ms Vanhove was planning [redacted].

The panel found that this was relevant not just to this particular of the allegation but, for example, to the cheque requisitions in respect of the items particularised above.

Ms Vanhove was then asked for her address and she provided her private, as opposed to her school, email address to Individual H.

Subsequent messages relate to requests for assistance from Individual H with regard to ordering a banner for an event promoting aviation in schools on behalf of Aviatrix.

The Aviatrix Project was a company set up by Ms Vanhove as a community interest company with the aim of promoting aviation as an accessible career to young people.

An invoice was submitted to Ms Vanhove dated 14 September 2018, exactly a fortnight after she had commenced her role as Headteacher at the School.

Whilst Ms Vanhove maintained that she had ordered the sign from [redacted] and Individual H to promote the School, Individual H makes no mention at all of having been requested to provide a sign for the School and there are no other documents to support Ms Vanhove’s account.

In Individual H’s statement of 26 January 2021, the only references that she makes to contact with Ms Vanhove is in respect of Ms Vanhove’s wedding and Aviatrix.

Indeed, at paragraph 6 of her statement, Individual H confirmed that she created the sign and Ms Vanhove collected it from her in person on the morning of Saturday 15 September 2018, the day after the date of the invoice. The sign that she provided, as illustrated in the photograph the panel had seen, reads “Welcome / The Aviatrix Project of the Come Fly with Us / Inspiring Women and Girls to Fly / WWW.THEAVIATRIXPROJECT.COM”.

Indeed, in the later exchanges, the messages relate to the sign for the Aviatrix Project and in the penultimate message Individual H confirms that it would be “£60 all in”.

Individual H also provided items for Ms Vanhove’s wedding in March 2019.

It was not disputed that Ms Vanhove had claimed reimbursement of £60 from the School. The panel was satisfied that this sum of money had not been incurred for the benefit of the School.

In the circumstances, the panel was satisfied that, within the relevant period, Ms Vanhove had submitted an inappropriate and unauthorised expense claim in the sum of £60.

On this basis, the panel found allegation 1.b. proved in respect of this item.

Schedule 3 Item 6

10 March 2019	3 April 2019	Cheque requisition and receipt for Royal Airforce Museum	£161.95	No
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There is no mention of this item in Ms Vanhove’s statement. In giving her oral evidence, Ms Vanhove suggested that this sum represented the cost of prizes for a Flight theme but did not really recall them.

In her interview with SAFS, Ms Vanhove confirmed there were prizes for the flight-themed time of term when Science Week took place saying, “there should have been an itemised receipt that went with this.

The panel had been provided with a receipt for £161.95. It is made out to Centreplate UK Limited at the Royal Airforce Museum in London. It is dated 10 March 2019 and the card ends in [redacted] which identifies it as that belonging to Ms Vanhove.

On noting the school calendar of events, there is no entry for 10 March 2019 which was a Sunday. Furthermore, SAFS had made enquiries which revealed that Centreplate UK Limited is the catering company that runs the restaurant at the RAF Museum in London.

The panel was satisfied that it was appropriate to reject Ms Vanhove’s explanation in relation to this sum of money for which she submitted a cheque requisition order on 3 April 2019.

In the circumstances, the panel was satisfied that Ms Vanhove had submitted an inappropriate and unauthorised expense claim for £161.95 and that that sum had not been incurred for the benefit of the School.

On this basis, the panel found allegation 1.b. proved in respect of this item.

Schedule 3 Item 7

6 March 2019		3 April 2019	Cheque requisition and invoice for M&S Food	£230.00	No
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The allegation was that Ms Vanhove had paid £230 out of her personal account to Marks & Spencer's for an order of food which she had paid for on 6 March 2019 with her bank card ending [redacted]. The panel was satisfied that this bank card was owned by Ms Vanhove as it had been used in a number of other transactions relevant to these proceedings.

The panel noted that the collection date at Hertford Food Hall was on Friday 19 April 2019. This was Good Friday and the panel was satisfied that this delivery of food could not have been related to, or for the benefit of, the School.

Ms Vanhove denied having placed this order. She asserted that the document setting out her order had been tampered with, but the panel found there was no evidence to support such an assertion.

Ms Vanhove also suggested that the sum that she claimed by way of reimbursement was made up of payments made to a number of stores. In her statement, she confirms that Individual F had signed the cheque for the invoice and that Individual F had not questioned it because it was a collection of items from different stores rather than one large order as suggested.

However, whilst Ms Vanhove suggested that the M&S invoice with which she had been presented was copied and pasted onto a Word document and therefore had been tampered with, she stated that her relationship with members of staff was good, albeit she had a strained relationship with Individual F. The panel was not satisfied that this supported an allegation on the part of Ms Vanhove that the document had been tampered with. In any event, Ms Vanhove had taken no steps to establish that the document had been falsified. If she wished to make such a serious allegation, the panel considered that it was for her to produce evidence in support.

Furthermore, no receipts had been provided to support her evidence that the sum of £230 was made up of a number of different purchases from less expensive stores. Even if she had not been able to obtain copies of the receipts, she could have provided details from her bank to support the various payments which had been made which totalled exactly £230.

Furthermore, in the School calendar, there was no suggestion of an event at which such food would have been used.

As stated, the order was placed on 6 March 2019, the cheque requisition was submitted on 3 April 2019 and the order was due to be collected on 19 April 2019.

The panel was satisfied that the order had been placed by Ms Vanhove and paid for using her own account. The panel was also satisfied that the food order was not utilised for the benefit of the School and she then submitted a cheque requisition for reimbursement of the sum of £230 even though she had incurred such an expense for her own benefit.

Consequently, the panel was satisfied that, on 3 April 2019, Ms Vanhove submitted an inappropriate and unauthorised expense claim for reimbursement of £230 to which she was not entitled.

On this basis, the panel found allegation 1.b. proved in respect of this item.

2. Your conduct at 1(a)(i) and /or 1(a)(ii) and/ or (1)(b):

a. lacked integrity;

b. was dishonest in that you knew that the purchases and/ or expenses claims were not for the benefit of the School.

The panel relied upon its findings of fact under allegations 1.a. and 1.b. above.

In reaching its decisions in respect of allegation 2.a, the panel had considered the guidance in the Court of Appeal's judgment in *SRA v Wingate* [2018] EWCA Civ 366.

As for the allegation of dishonesty, the panel had taken account of the definition of dishonesty that applies in proceedings such as this as outlined in the Supreme Court's decision of *Ivey v Genting Casinos* [2017] UKSC 67.

In respect of those items the panel had found to be the subject of unauthorised purchases or claims by Ms Vanhove under allegation 1.a.i. and 1.a.ii, the panel was concerned at the number of items involved and the period over which the unauthorised purchases or claims had taken place. The panel was satisfied that, when Ms Vanhove made those unauthorised purchases or claims, she did so in the knowledge that she was doing so for her own benefit and not for the benefit of the school.

The panel made a similar finding in relation to the one item under Schedule 2.

With regard to those items under Schedule 3, the panel was satisfied that Ms Vanhove knew at the time of the submission of inappropriate and unauthorised expenses claims that she was misusing school funds for her direct financial benefit. Clear examples of this conduct were in relation to signage, the visit to the RAF Museum, and the food order from Marks and Spencer.

The panel was satisfied that Ms Vanhove had failed to maintain the high standards which society expects from professional persons such as teachers, and which the teaching

profession expects of its own members. She had failed to adhere to the ethical standards of her profession. Her conduct, therefore, lacked integrity.

The panel was also satisfied that, by the standards of ordinary decent people, such conduct would be considered to be dishonest.

Consequently, the panel found allegations 2.a. and 2.b. proved in respect of allegations 1.a.i, 1a.ii, and 1.b.

The panel found the following particulars of the allegations against you not proved in respect of the items specified below, for these reasons:

1. Between around November 2018 and May 2019, you:

a. made unauthorised purchases and/ or claims:

i. using the School's Amazon account, as set out in Schedule 1;

Schedule 1 items 3 and 5

3 November 2018	Amazon invoice for "100 PCS Gift Kraft Tags"	£5.99	Yes
3 November 2018	Amazon invoice for "Ginger Ray gold foiled star paper party cups x8"	£9.00	Yes

There is no reference to the 100 PCS Kraft Tags in the SAFS report but it was accepted by Individual F and Witness B that such tags would be used for collective worship within the School and that they may be needed within the School.

In her statement, Ms Vanhove confirmed that these were items that she asked the office to order and that they were used for collective worship which is consistent with the evidence of Individual F.

As for the Ginger Ray Gold Star paper party cups, the panel took into account the fact that this order was placed on 3 November 2018, and not 7 November 2018 as suggested in the SAFS report and it is also suggested that this is one of the invoices that were removed from the invoice folder prior to the visit of the investigators on 7 June 2019.

However, Individual F indicated that she was due to go to a Senior Leadership Team meeting on 13 June 2019 at Hanbury Manor but, subsequently, Ms Vanhove did not think it was appropriate in light of the audit and she produced the star cups at the meeting which were already opened saying "I'll bring Hanbury to you".

Witness B expressed the view that there was "no way" that such items would be bought and that they appeared in the same cupboard as the other cups.

Ms Vanhove disputed that she had placed this order.

On the balance of probabilities, the panel was not satisfied that the TRA had produced sufficient evidence to establish that the purchases were unauthorised and that they were not for the benefit of the School.

In those circumstances, the panel found allegation 1.a.i. not proved in respect of these items.

Schedule 1 Item 6

25 November 2018	Amazon invoices for books: Bebes Chouettes, Goldilocks and the three bears (english /french), Eric Carle - French La chenille qui fait des trous, Cher Zoo, Les couleurs d'Elmer, Little Red Riding Hood: Le Petit Chaperon Rouge (Dual language book), La Chasse a l'ours	£4.80 £8.83 £25.73 £8.99 £5.90	No
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Save for one book which is not included in this item, all of these books are contained in one order dated 25 November 2018 shown to have been made by Witness B. However, the panel have found that, as Witness B had set up the Amazon account, her name was included in orders by default and the delivery address was to Kanchana Gamage at the School.

In the course of hearing the evidence, witnesses, to include Witness B and Witness E, confirmed that French was taught at the School. Further, in Individual F's interview, she stated that French was taught at the School by Witness E but she maintained that those books were not present in the School and she indicated that [redacted] was French.

Ms Vanhove accepted that she ordered these books.

The panel had not been provided with any evidence as to the level of ability of the pupils at the School in terms of learning French or of their backgrounds.

Taking account of the fact that it was accepted that French was taught at the School, the panel did not consider that the TRA had proved, on the balance of probabilities, that Ms Vanhove had made an unauthorised purchase of the books such that they were not for the benefit of the School.

In the circumstances, the panel found this particular of allegation 1.a.i. not proved in respect of this item.

Schedule 1 Item 9

7 November 2018	Amazon invoice for "National Geographic - crack open 2 Geodes and explore crystals"	£11.99	No
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Ms Vanhove acknowledged that she was aware of the purchase of this item and that it was bought for science club week although, as on other occasions, the science week did not take place as she described herself as being too busy.

Neither Individual F nor Witness B were able to assist the panel as they did not know what these items related to and had not seen them.

The panel was not satisfied, on the balance of probabilities, that these items were an unauthorised purchase. The panel found that the items could be appropriate for use at a school such as Wareside, even though they could not be located on site. Again, the panel took account of the evidence of Witness E who said that pupils would take books home weekly or fortnightly and, "often they did not come back".

The panel also considered there was insufficient evidence to support a finding that Ms Vanhove had purchased this item for her own use, as opposed to that of the school.

On this basis, the panel found allegation 1.a.i. not proved in respect of this item.

Schedule 1 Item 10

21 February 2019	Amazon invoice for books: Wordsearches for clever kids, Brain games for clever kids, the bumper book of very silly jokes	£9.04	No
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The panel had only been provided with an invoice in respect of the purchase of these books as opposed to the order. However, Ms Vanhove indicated in her interview with Witness C that these books were for the library. Neither Individual F nor Witness B said that they were aware of these books and Witness C could not locate them when she visited the School on 16 August 2019.

Ms Vanhove had indicated that, even though she was of the belief that these books were for the library, she herself did not place the order and there was no evidence that she did. Furthermore, the panel found, on the balance of probabilities, that these books may well be suitable for the School and its pupils in any event.

On this basis, the panel was not satisfied that the TRA had proved, on the balance of probabilities, that Ms Vanhove had made an unauthorised purchase of these books.

Consequently, the panel found this particular of paragraph 1.a.i. not proved.

Schedule 1 Item 11

21 February 2019	Amazon invoice for books: Activity book for minecrafters, maths games for clever kids, the little inventors handbook	£23.78	No
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The TRA's case was reliant on the evidence of Individual F and Witness B who confirmed that they did not know anything about these particular books. Further, when she carried out her visit to the School on 16 August 2019, Witness C was not able to locate these books in the library.

According to Ms Vanhove, she did not order the books and in any event, they should have been located in the library.

The panel concluded that the items may be suitable for a school such as Wareside. Further, it took into consideration the evidence of Witness E who stated that there were occasions when pupils would borrow books from the School and then neglect to return them.

The panel was not satisfied, on the balance of probabilities, that the TRA had established that these items were unauthorised purchases on the part of Ms Vanhove.

On this basis, the panel found, on the balance of probabilities, allegation 1.a.i. not proved in respect of these items.

ii. from the school's bank account/School monies, as set out in Schedule 2

Schedule 2 Item 2

15 January 2019	Invoice for Royal Airforce Museum: Build it aeroplane x2, WWi colouring postcards x2, Catapult Plane x4, Fudge x17, refuel chocolate bars x1, Marmalade x2, Tea x9, Caramel salt biscuits x3	£217.33	Yes
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The panel found that Ms Vanhove was a keen flyer having obtained her pilot's licence in August 2015. She set up and was a director of a community interest company called The Aviatrix Project aimed at increasing the interest of girls in learning how to fly. Aviatrix would put on events at various locations in schools to give talks to children, such talks being delivered by women pilots and others who were involved in the aviation industry.

The panel had the benefit of a statement from Individual I [redacted] who confirmed that he had been approached by Ms Vanhove in January 2019. He remembered the enquiry because it was unusual for a school to purchase items as set out in the quotation dated 15 January 2019.

The quotation having been agreed, an invoice was issued on 22 January 2019.

Individual I says and the panel found that the customer order number is listed on the invoice as “Kanchana Gamage” because, he said, this was the individual who made the initial enquiry.

Ms Vanhove confirmed that she had organised this event for the benefit of the School as a fundraiser. It had been hoped that up to 100 people may attend but, in the event, only 30 people attended. Further, whilst it was intended that Ms Vanhove would carry out a ‘flypast’ on the day, this proved to be impossible due to the weather conditions. Nevertheless, the event went ahead.

In the school calendar, there is reference to an event taking place on 25 January 2019 and that is consistent with the date of the quotation and the date of the invoice.

On this basis, the panel did not consider there was any evidence to support the allegation that this expense had not been incurred legitimately and for the benefit of the School.

On this basis, the panel found allegation 1.a.ii. not proved in respect of this item.

b. submitted inappropriate and/or unauthorised expenses claims, as set out in Schedule 3

Schedule 3 Item 11

12 April 2019	2 May 2019	Cheque requisition and receipt for Dynamic Earth Enterprises – purchase of books: DK Life Story - Albert Einstein, Little Guides - Charles Darwin, Little Guides - Amelia Earhart, 2 inch Flexicalymene Trilobites, Basket line	£30.97	No
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Once again, Ms Vanhove acknowledged that she was aware of the purchase of these books. Indeed, there was a receipt dated 12 April 2019 in the sum of £30.97 with the books itemised. In her statement, Ms Vanhove confirmed that she had purchased prizes and books for the children when she attended Dynamic Earth, which she described as a visitor attraction in Edinburgh that she visited.

Neither Individual F nor Witness B were able to assist the panel as they did not know what these items related to and had not seen the books at the school.

The panel was not satisfied, on the balance of probabilities, that these items were an unauthorised purchase. The panel found that the items could be appropriate for use at a school such as Wareside, even though they could not be located on site. Again, the panel took account of the evidence of Witness E who said that pupils would take books home weekly or fortnightly and, "often they did not come back".

The panel also considered there was insufficient evidence to support a finding that Ms Vanhove had purchased the books for her own use, as opposed to that of the school.

On this basis, the panel found allegation 1.b. not proved in respect of this item.

Schedule 3, item 13

16 May 2019	23 May 2019	Cheque Requisition for £130.00 cash	£130.00	No
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It was not disputed that a parent had attempted to pay for a school trip for her child online but had been unable to do so. She therefore gave Ms Vanhove an envelope containing £130.00 in cash.

Ms Vanhove stated that she went to Witness B's office and placed it in the third drawer of the desk as she was unable to access the safe.

Later on, the £130.00 in cash could not be located.

It was suggested by Ms Vanhove that she told Witness D about what had happened and that Witness D had searched for the money along with Ms Vanhove. Witness D denies that this happened.

There was also a suggestion from Individual F that, in fact, Ms Vanhove had left the money on top of the desk but Ms Vanhove maintained that she had placed the cash in a drawer and noted that there was some other cash in it and other pieces of paper and cards.

Subsequently, a cheque was requisitioned out of school funds to make up the shortfall.

Unlike many of the other allegations, there was no documentary evidence to assist the panel in reaching its decision.

On the balance of probabilities, the panel concluded that there was insufficient evidence to establish that the requisition for a cheque for £130.00 from one school account to another school account was inappropriate.

Consequently, the panel did not find allegation 1.b. proved in respect of this item.

3. On or around 7 June 2019, did not provide one or more invoices to external auditors, as set out in Schedules 1 – 3.

In November 2018, when Witness B became concerned at certain of the purchases that were being made by Ms Vanhove, she started to make copies of the invoices relating to those purchases.

On 5 June 2019, Ms Vanhove became aware of the nature of the investigation by Hertfordshire County Council.

On 7 June 2019, the SIAS auditors attended the school to commence their investigation. Witness B was not in the school on that day. Ms Vanhove met with the auditors and responded to their requests for information, providing them with documentation. Witness D was present and suggested that Ms Vanhove had not provided them with a number of relevant invoices. Witness B stated, "It looked as though Kanchana had removed some invoices and cheque requisitions from the file intended for the auditors and we could not locate the originals in the school. Luckily, I had made photocopies of all of the suspicious invoices and cheque requisitions and therefore I was able to provide copies of the missing invoices and cheque requisitions to the auditors."

The panel found that the fact that it may have looked this way to Witness B does not amount to persuasive evidence that Ms Vanhove did, indeed, deliberately remove certain invoices and withhold them from the auditors.

Furthermore, the number of items in Schedules 1, 2 and 3 total 30. Of that total, the number of invoices alleged to have been removed is 6. If Ms Vanhove was attempting to mislead SIAS auditors in the course of their investigation, the panel would have expected that it was much more likely that someone in Ms Vanhove's position would have attempted to remove many more invoices.

The panel was not satisfied, on the balance of probabilities, that, on 7 June 2019, Ms Vanhove had failed to provide one or more invoices to external auditors as set out in Schedules 1 to 3.

Consequently, the panel found allegation 3 not proved.

4. Your conduct at 3:

a. lacked integrity;

b. was dishonest in that you did so in attempt to conceal your conduct at 1.

As the panel had found allegation 3 not proved, it must follow that it also finds allegation 4 not proved.

Findings as to unacceptable professional conduct and/or conduct that may bring the profession into disrepute

Having found a number of the allegations proved, the panel went on to consider whether the facts of those proved allegations amounted to unacceptable professional conduct and/or conduct that may bring the profession into disrepute.

In doing so, the panel had regard to the document *Teacher Misconduct: The Prohibition of Teachers*, which is referred to as “the Advice”.

The panel was satisfied that the conduct of Ms Vanhove, in relation to the facts found proved, involved breaches of the Teachers’ Standards. The panel considered that, by reference to Part 2, Ms Vanhove was in breach of the following standards:

- Teachers must have proper and professional regard for the ethos, policies and practices of the School in which they teach.
- Teachers must have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.

The panel was satisfied that the conduct of Ms Vanhove amounted to misconduct of a serious nature which fell significantly short of the standards expected of the profession.

The panel also considered whether Ms Vanhove's conduct displayed behaviours associated with any of the offences listed on pages 10 and 11 of the Advice.

The panel found that Ms Vanhove's conduct involved serious dishonesty. The Advice indicates that where behaviours associated with such an offence exist, a panel is likely to conclude that an individual's conduct would amount to unacceptable professional conduct.

Accordingly, the panel was satisfied that Ms Vanhove was guilty of unacceptable professional conduct.

The panel took into account the way the teaching profession is viewed by others and considered the influence that teachers may have on pupils, parents and others in the community. The panel also took account of the uniquely influential role that teachers can hold in pupils’ lives and the fact that pupils must be able to view teachers as role models in the way that they behave.

The panel therefore found that Ms Vanhove's actions constituted conduct that may bring the profession into disrepute.

Panel's recommendation to the Secretary of State

Given the panel's findings in respect of unacceptable professional conduct and conduct that may bring the profession into disrepute, it was necessary for the panel to go on to consider whether it would be appropriate to recommend the imposition of a prohibition order by the Secretary of State.

In considering whether to recommend to the Secretary of State that a prohibition order should be made, the panel had to consider whether it would be an appropriate and proportionate measure, and whether it would be in the public interest to do so. Prohibition orders should not be given in order to be punitive, or to show that blame has been apportioned, although they are likely to have punitive effect.

The panel had regard to the particular public interest considerations set out in the Advice and, having done so, found a number of them to be relevant in this case, namely: the maintenance of public confidence in the profession; and declaring and upholding proper standards of conduct. The panel had also considered the interest of retaining the teacher in the profession.

In the light of the panel's findings against Mrs Vanhove, which involved a finding of dishonesty and misuse of school funds for personal gain, the panel found that, in this case, the following public interest factors are engaged: the maintenance of public confidence in the profession; and declaring and upholding proper standards of conduct.

The panel considered that public confidence in the profession could be seriously weakened if conduct such as that found against Ms Vanhove was not treated with the utmost seriousness when regulating the conduct of the profession.

The panel was of the view that a strong public interest consideration in declaring proper standards of conduct in the profession was also present as the conduct found against Ms Vanhove was outside that which could reasonably be tolerated.

In view of the clear public interest considerations that were present, the panel considered carefully whether or not it would be proportionate to impose a prohibition order, taking into account the effect that this would have on Ms Vanhove.

In carrying out the balancing exercise, the panel had regard to the public interest considerations both in favour of, and against, prohibition as well as the interests of Ms Vanhove. The panel took further account of the Advice, which suggests that a prohibition order may be appropriate if certain behaviours of a teacher have been proved.

In the list of such behaviours, those that were relevant in this case were:

- serious departure from the personal and professional conduct elements of the Teachers' Standards;

- abuse of position or trust;
- dishonesty and lack of integrity.

In terms of aggravating factors, whilst the panel acknowledged Ms Vanhove's absolute right to deny the allegations, the panel considered the following to be present in this case:

- Ms Vanhove had not shown insight into her conduct, either prior to, or following, the panel announcing its findings;
- Ms Vanhove had not expressed any contrition or remorse for her conduct;
- The findings related to a number of separate incidents of misuse of school funds for her own benefit over a period of months.

Even though some of the behaviour found proved in this case indicated that a prohibition order would be appropriate, and whilst Ms Brown had declined to make any submissions at this stage of the proceedings, the panel went on to consider the mitigating factors highlighted in the Advice. Mitigating factors may indicate that a prohibition order would not be appropriate or proportionate.

In the light of the panel's findings, the panel had found that Ms Vanhove's actions had been deliberate and that she had not been acting under duress. However, the panel had taken account of Ms Vanhove's previously good record as a teacher.

Ms Vanhove had provided a reference from Individual J, [redacted], who had known Ms Vanhove since 2017 in her capacity as a teacher, acting Headteacher and Headteacher. Individual J expressed her strong support for Ms Vanhove, who she described as a popular, caring, hard-working and committed Headteacher and an effective leader.

The panel also took account of the information Ms Vanhove had provided regarding her background, her qualifications, and her commitment to teaching. The panel also noted her passion for flying and her initiatives through the Aviatrix Project to generate enthusiasm and opportunities in the aviation industry for young persons who may not otherwise have an awareness of, or opportunity to become involved in, such an industry.

The panel first considered whether it would be proportionate to conclude this case with no recommendation of prohibition, considering whether the publication of the findings made by the panel would be sufficient.

The panel was of the view that, applying the standard of the ordinary intelligent citizen, it would not be a proportionate and appropriate response to recommend no prohibition order. Recommending that the publication of adverse findings would be sufficient would unacceptably compromise the public interest considerations present in this case. It was also the panel's view that, whilst impressive, Ms Vanhove had not made what could be

described as an exceptional contribution to education or that there was an exceptionally strong public interest in her being able to continue to teach.

The panel was of the view that prohibition was both proportionate and appropriate. The panel decided that the public interest considerations outweighed the interests of Ms Vanhove, despite the potential severity of the consequences for Ms Vanhove of prohibition. The lack of acceptance of responsibility, lack of insight, and lack of contrition were all significant factors in forming that opinion. As Headteacher, Ms Vanhove held a senior position of trust at the school.

Furthermore, on the basis of its findings, which included findings of dishonesty, the panel had not been provided with sufficient reassurance that there was no risk of repetition of such behaviour. Accordingly, the panel made a recommendation to the Secretary of State that a prohibition order should be imposed with immediate effect.

The panel went on to consider whether or not it would be appropriate for it to recommend a review period of the order. The panel was mindful that the Advice states that a prohibition order applies for life, but there may be circumstances, in any given case, that may make it appropriate to allow a teacher to apply to have the prohibition order reviewed after a specified period of time that may not be less than 2 years.

The Advice indicates that there are behaviours that, if proved, would militate against the recommendation of a review period. Whilst the panel was concerned with the lack of evidence of insight and remorse, it did not consider that this case fell into one of those categories which would suggest that a review period was not appropriate.

The panel also acknowledged the events that have given rise to these proceedings took place in 2018 and 2019.

The panel decided that the findings indicated a situation in which a review period would be appropriate and, this being so, decided that it would be proportionate, in all the circumstances, for the prohibition order to be recommended with a provision for a review period after two years.

Decision and reasons on behalf of the Secretary of State

I have given very careful consideration to this case and to the recommendation of the panel in respect of both sanction and review period.

In considering this case, I have also given very careful attention to the Advice that the Secretary of State has published concerning the prohibition of teachers.

In this case, the panel has found some of the allegations proven (namely allegations 2.a. and 2.b. proved in respect of allegations 1.a.i, 1.a.ii, and 1.b.) and found that those

proven facts amount to unacceptable professional conduct and conduct that may bring the profession into disrepute. In this case, the panel has found some of the allegations not proven, and/or found that some allegations do not amount to unacceptable professional conduct or conduct likely to bring the profession into disrepute. I have therefore put those matters entirely from my mind.

The panel has made a recommendation to the Secretary of State that Ms Vanhove should be the subject of a prohibition order, with a review period of two years.

In particular, the panel has found that Ms Vanhove is in breach of the following standards:

- Teachers must have proper and professional regard for the ethos, policies and practices of the School in which they teach.
- Teachers must have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.

The panel finds that the conduct of Ms Vanhove fell significantly short of the standards expected of the profession.

The findings of misconduct are serious as they involved a finding of dishonesty and misuse of school funds for personal gain.

I have to determine whether the imposition of a prohibition order is proportionate and in the public interest. In considering that for this case, I have considered the overall aim of a prohibition order which is to protect pupils and to maintain public confidence in the profession. I have considered the extent to which a prohibition order in this case would achieve that aim taking into account the impact that it will have on the individual teacher. I have also asked myself, whether a less intrusive measure, such as the published finding of unacceptable professional conduct or conduct likely to bring the profession into disrepute, would itself be sufficient to achieve the overall aim. I have to consider whether the consequences of such a publication are themselves sufficient. I have considered therefore whether or not prohibiting Ms Vanhove, and the impact that will have on the teacher, is proportionate and in the public interest.

I have also taken into account the panel's comments on insight and remorse, which the panel sets out as follows, "whilst the panel acknowledged Ms Vanhove's absolute right to deny the allegations, the panel considered the following to be present in this case:

- Ms Vanhove had not shown insight into her conduct, either prior to, or following, the panel announcing its findings;
- Ms Vanhove had not expressed any contrition or remorse for her conduct".

In my judgement, the lack of insight or remorse means that there is some risk of the repetition of this behaviour. I have therefore given this element considerable weight in reaching my decision.

I have gone on to consider the extent to which a prohibition order would maintain public confidence in the profession. The panel observe, "In the light of the panel's findings against Mrs Vanhove, which involved a finding of dishonesty and misuse of school funds for personal gain, the panel found that, in this case, the following public interest factors are engaged: the maintenance of public confidence in the profession, and declaring and upholding proper standards of conduct." I am particularly mindful of the finding of dishonesty in this case and the impact that such a finding has on the reputation of the profession.

I have had to consider that the public has a high expectation of professional standards of all teachers and that the public might regard a failure to impose a prohibition order as a failure to uphold those high standards. In weighing these considerations, I have had to consider the matter from the point of view of an "ordinary intelligent and well-informed citizen."

I have considered whether the publication of a finding of unacceptable professional conduct or conduct likely to bring the profession into disrepute, in the absence of a prohibition order, can itself be regarded by such a person as being a proportionate response to the misconduct that has been found proven in this case.

I have also considered the impact of a prohibition order on Ms Vanhove herself and the panel comment "The panel also took account of the information Ms Vanhove had provided regarding her background, her qualifications, and her commitment to teaching. The panel also noted her passion for flying and her initiatives through the Aviatrix Project to generate enthusiasm and opportunities in the aviation industry for young persons who may not otherwise have an awareness of, or opportunity to become involved in, such an industry."

A prohibition order would prevent Ms Vanhove from teaching. A prohibition order would also clearly deprive the public of her contribution to the profession for the period that it is in force.

In this case, I have placed considerable weight on the panel's comments "In the light of the panel's findings, the panel had found that Ms Vanhove's actions had been deliberate and that she had not been acting under duress. However, the panel had taken account of Ms Vanhove's previously good record as a teacher."

I have also placed considerable weight on the finding "It was also the panel's view that, whilst impressive, Ms Vanhove had not made what could be described as an exceptional

contribution to education or that there was an exceptionally strong public interest in her being able to continue to teach.”

The panel was of the view “that prohibition was both proportionate and appropriate. The panel decided that the public interest considerations outweighed the interests of Ms Vanhove, despite the potential severity of the consequences for Ms Vanhove of prohibition. The lack of acceptance of responsibility, lack of insight, and lack of contrition were all significant factors in forming that opinion. As Headteacher, Ms Vanhove held a senior position of trust at the school.”

I have given less weight in my consideration of sanction therefore, to the contribution that Ms Vanhove has made to the profession. In my view, it is necessary to impose a prohibition order in order to maintain public confidence in the profession. A published decision, in light of the circumstances in this case, that is not backed up by remorse or insight, does not in my view satisfy the public interest requirement concerning public confidence in the profession.

For these reasons, I have concluded that a prohibition order is proportionate and in the public interest in order to achieve the intended aims of a prohibition order.

I have gone on to consider the matter of a review period. In this case, the panel has recommended a 2-year review period.

I have considered the panel’s comments “The Advice indicates that there are behaviours that, if proved, would militate against the recommendation of a review period. Whilst the panel was concerned with the lack of evidence of insight and remorse, it did not consider that this case fell into one of those categories which would suggest that a review period was not appropriate.”

I agree with the panel on the matter of allowing a 2-year review period, which in this case is proportionate and in the public interest.

This means that Ms Kanchana Vanhove is prohibited from teaching indefinitely and cannot teach in any school, sixth form college, relevant youth accommodation or children’s home in England. She may apply for the prohibition order to be set aside, but not until 17 April 2026, 2 years from the date of this order at the earliest. This is not an automatic right to have the prohibition order removed. If she does apply, a panel will meet to consider whether the prohibition order should be set aside. Without a successful application, Mrs Vanhove remains prohibited from teaching indefinitely.

This order takes effect from the date on which it is served on the teacher.

Ms Vanhove has a right of appeal to the King’s Bench Division of the High Court within 28 days from the date she is given notice of this order.

A handwritten signature in black ink, appearing to read 'SABuxcey'.

Decision maker: Sarah Buxcey

Date: 10 April 2024

This decision is taken by the decision maker named above on behalf of the Secretary of State.