

ANONYMOUS GENERAL PRACTITIONER v LEO

Meeting arrangements

An anonymous General Practitioner complained that Leo Pharma had invited him to a meeting which he considered was in breach of the Code given that the venue had a 5 star rating and included an exhibition centre. The complainant noted that the venue was 65 miles from his practice.

The detailed response from Leo is given below.

The Panel noted that the meeting 'Early Recognition of Melanoma & Optimal Treatment of Psoriasis' was aimed at GPs. According to the invitation it began at 6.30pm with registration and dinner. The educational programme began at 7pm and comprised two half hour presentations each followed by discussion and questions. There was a 15 minute coffee break and the programme finished at 8.45pm. A reminder letter about the meeting stated that it was fully subscribed at 120 delegates.

The Panel noted Leo's submission that dinner was provided as a buffet at £18 per head. The total cost of food and drinks for 120 GPs was £22.50 per head. The total cost of the meeting was £5,619.25 which was not dissimilar to the estimated total cost quoted by two local hotels.

The Panel noted that the venue, a visitor and learning centre which focussed on health, science and technology, included a science mall, cinema, science and climate change theatres and a planetarium. One of its aims was to develop and enhance awareness of educational opportunities surrounding current and future health, science and technology issues. It had been awarded a 5 star visitor rating. The Panel, however, did not agree with Leo's submission that a distinction must be made between a 5 star rating for a luxury hotel and that for a scientific learning facility; the impression created by the arrangements, whatever the venue, must be borne in mind and venues must be considered on their own merits. The Panel noted that the 120 delegates were drawn from a wide area. The venue was well placed for motorway access and had good car parking facilities. The centre was closed to the public at the time of the meeting and the exhibits were not accessible to the delegates. The venue's facilities were not referred to on the invitation or meeting reminder and there was little time for registration and dinner (30 minutes) before the meeting started. The conference facilities included a 120 seated learning auditorium which Leo submitted had good audio visual facilities particularly suited to dermatology audio visuals. Subsistence was provided as a buffet served during registration at the start of the evening. The Panel did not consider that the venue was lavish, extravagant or deluxe. The Panel thus considered that the venue

was not inappropriate for the meeting in question and ruled no breach of the Code including Clause 2.

COMPLAINT

An anonymous GP complained about a meeting to be held in May organised by Leo Pharma. The meeting would be at a 5 star venue, which, as far as the complainant was aware, was not allowed under the Code. It was also an exhibition centre which the complainant also thought was not allowed. The complainant stated that the meeting was 65 miles away from his practice.

When writing to Leo the Authority asked it to respond in relation to Clauses 2, 9.1 and 19.1 of the Code.

RESPONSE

Leo explained that the venue at issue rated itself as a '5 star venue for corporate events' but submitted that a distinction must be made between a 5 star luxury hotel or resort and a 5 star scientific learning facility. This venue had no added advantages for the attendees by the way of a spa, gymnasium, golf course, highly regarded restaurant or fashionable bar that most 5 star luxury hotels boasted.

The venue was an independent charity which aimed to:

- develop and enhance awareness of educational opportunities surrounding current and future health, science and technology issues;
- be a socially inclusive and accessible visitor centre of excellence;
- extend all opportunities within the venue to as many people as possible, particularly addressing the needs of people of all ages who were socially, cognitively or physically challenged.

Clause 19.1 stated that 'Meetings must be held in appropriate venues conducive to the main purpose of the event'. Leo submitted that the venue was appropriate because it had a 120 seated learning auditorium with excellent audio visual facilities, a vital component especially at a skin meeting where skin cancer and psoriasis visuals were a vital part of differential diagnosis. A hotel or similar venue would not be able to offer such appropriate audio visual facilities.

Leo noted that as the venue was closed during the time of the meeting, promotional materials could be exhibited without the public viewing them. As the

venue exhibits were also roped off throughout the meeting these attractions played no role in the evening and were not advertised or used as any form of enticement for the meeting.

The venue was a well known, centrally located, price equivalent venue offering reasonable catering facilities, free parking and good access to local motorway routes. Indeed Leo submitted that the cost of the event at this venue was cheaper than many local hotels.

The purpose of the GP dermatology meeting was to offer educational advice on skin cancer and psoriasis. It comprised two half hour talks by highly respected local consultants with 15 minutes of questions. A buffet was included in the 30 minute registration period as it was expected that most GPs would attend immediately after their evening surgery. The meeting was organised by local representatives in conjunction with head office administrative and marketing staff.

Invitations were sent out in two simultaneous mailings from an agency which was outsourced to provide this service. Invites were sent throughout the Scottish central belt and acceptances were received from most areas. Local representatives also individually dropped off invites in some areas by way of a reminder. A list of invitees could be made available if appropriate. Reminders were also dropped by local representatives to doctors who agreed to attend. Therefore Leo submitted that this venue did not contravene Clauses 19.1, 9.1 or 2 of the Code as it would not, in any way, be considered 'lavish, extravagant or deluxe' and would not be an enticement to attend the meeting. Leo was convinced that this was an excellent educational facility and wished to use it for future meetings.

In response to a request for further information Leo provided a list of all invitees and delegates together with details of the costs for venue hire and hospitality. A quotation obtained from a local hotel was provided which had inferior audio visual equipment and cost over £300 more demonstrating the value for money for the venue.

PANEL RULING

The Panel noted that Clause 19.1 of the Code permitted companies to provide hospitality to members of the health professions and appropriate administrative staff in association with scientific and promotional meetings. Hospitality must be strictly limited to the main purpose of the meeting ie subsistence only and the level of subsistence offered must be appropriate and not out of proportion to the occasion. The costs incurred must not exceed the level which recipients would normally adopt if paying for themselves. It must not extend beyond members of the health professions or appropriate administrative staff. The supplementary information stated that the impression created by the arrangements must be borne in mind and provided

helpful advice about the venue. The venue must be appropriate and conducive to the main purpose of the meeting; lavish, extravagant or deluxe venues must not be used. Companies must not sponsor or organise entertainment and should avoid using venues renowned for their entertainment facilities.

The Panel noted that the meeting 'Early Recognition of Melanoma & Optimal Treatment of Psoriasis' was aimed at GPs. According to the invitation it began at 6.30pm with registration and dinner. The educational programme began at 7pm and comprised two half hour presentations each followed by 15 minutes of discussion and questions. There was a 15 minute coffee break and the programme finished at 8.45pm. A reminder letter about the meeting stated that it was fully subscribed at 120 delegates.

The Panel noted Leo's submission that dinner was provided as a buffet at £18 per head. The total cost of food and drinks for 120 GPs was £2,700 (£22.50 per head). The total cost of the meeting was £5,619.25 which was not dissimilar to the estimated total cost quoted by two local hotels.

The Panel noted that the venue was a visitor and learning centre which focussed on health, science and technology. The centre included a science mall, cinema, science and climate change theatres and a planetarium. One of its aims was to develop and enhance awareness of educational opportunities surrounding current and future health, science and technology issues. It had been awarded a 5 star visitor rating. The Panel, however, did not agree with Leo's submission that a distinction must be made between a 5 star rating for a luxury hotel and that for a scientific learning facility; the impression created by the arrangements, whatever the venue, must be borne in mind and venues must be considered on their own merits. The Panel noted that the 120 delegates to the meeting were drawn from a wide area. The venue was well placed for motorway access and had good car parking facilities. The centre was closed to the public at the time of the meeting and the exhibits were not accessible to the delegates. No mention was made about the venue's facilities on the invitation or meeting reminder and there was little time for registration and dinner (30 minutes) prior to commencement of the meeting. The conference facilities available included a 120 seated learning auditorium which Leo submitted had good audio visual facilities particularly suited to dermatology audio visuals. Subsistence was provided as a buffet served during the registration period at the start of the evening. The Panel did not consider that the venue was lavish, extravagant or deluxe. The Panel thus considered that the venue was not inappropriate for the meeting in question and ruled no breach of Clauses 19.1, 9.1 and consequently Clause 2 of the Code.

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| Complaint received | 26 May 2009 |
| Case completed | 9 July 2009 |