



My Ref: MP:MP2582

Ginni Jeffies and Anna Chessner
The London Centre for Psychodrama
25 Luralda Wharf
London
E14 3BY

Date: 26 January 2022

Dear Sirs,

Our client: Dr Michael Davidson

We write on behalf of our above-mentioned client, in compliance with the Practice Direction on Pre-Action Conduct. By doing so we wish to understand your position and will try and settle matters without recourse to proceedings. Our aim is to reach an amicable, just, and fair solution whilst reducing the costs of resolving the dispute. We will, however, pursue litigation should you give us no other option.

The parties to the litigation

The Claimant will be Dr Michael Davidson (hereinafter referred to as the 'Claimant').

The Defendants will be:

1. The London Centre for Psychodrama (you, First Defendant).
2. The United Kingdom Council for Psychotherapy (Second Defendant).
3. Pink Therapy (Third Defendant).
4. Association of Christian Counsellors (Fourth Defendant).
5. The Albany Trust (Fifth Defendant).
6. The Royal College of Psychiatrists (Sixth Defendant).

7. The British Psychodrama Association (Seventh Defendant).

In this letter, 'you', is a reference to the institution named as the addressee of this letter not to the individuals who work for it. No individuals are sued personally.

The facts

The Second to the Sixth Defendants are parties to the Memorandum of Understanding on Conversion Therapy (2nd Ed 2017) ('MoU'). The Second Defendant (UKCP) is the author of 'Ethical Principles and Codes of Professional Conduct: Guidance on the Practice of Psychological Therapies that Pathologize and/or Seek to Eliminate or Reduce Same Sex Attraction' ('the Guidance'). The MOU was based on the UKCP's 'Consensus Statement on Conversion Therapy' (2014)¹. The MoU is an agreement to prevent a [range of therapy sometimes generically termed 'SAFE-T'](#), being offered by therapists having some or all of the beliefs set out below. The MoU has acted as a *de facto* ban on clients who decide to explore their sexual fluidity and then decide to move away from a homosexual attraction to a heterosexual attraction and/or who decide to explore their discomfort with their natal sex and then take steps to become comfortable with their natal sex.

The Training Relationship of the Claimant with the Seventh Defendant, the British Psychodrama Association ('BPA') represents important background to this matter and is as follows:

1. The Claimant was accepted onto the Psychodrama Psychotherapy Postgraduate Diploma course at the Birmingham School of Psychodrama ('BSP') in November 2008
2. In June 2011 the Claimant was supported by BSP trainers to raise issues directly with the UKCP (Second Defendant) (which accredits the BPA) on the matter of counselling and therapy for those whose sexuality is incongruent. The UKCP's Code of Practise forbids such interventions.
3. Following correspondence (July 2011) with [REDACTED], UKCP Chairman, he said the Claimant was an unsuitable training candidate².
4. The BPA Executive initially removed the Claimant's BPA Trainee Status (29 January 2012) following a BBC Radio investigation into the Claimant's work, on the instruction of the UKCP (19 January 2012).
5. The BPA Executive confirmed (11 April 2013) removal from register and stated that the Claimant could reapply: *"should you consistently cease to promulgate your current opinions and be clearly able to demonstrate that you would only undertake and advocate work that falls within and complies with the UKCP/BPA Codes of Ethics and Practice and all associated Guidelines"*.

¹ <https://www.secularism.org.uk/uploads/uk-council-for-psychotherapy-consensus-statement-on-conversion-therapy.pdf>

² "I regret that you hold a different viewpoint. I can see that it is proving difficult for you to align yourself with current best practice in this area, and I always have some sympathy for people who are somehow out of step. But the policy does not seem at all likely to change in the foreseeable future and so you do need to consider your professional orientation".

Email [REDACTED] 27 July 2011

6. Following an unsuccessful appeal (October 2013), the BPA Executive permanently removed the Claimant from the BPA's Training Register.
7. It was not possible to reapply to the BSP school, as for several years BSP no longer advertised for its Diploma Level training places openly. The London Centre for Psychodrama (LCP) was therefore selected.
8. The Claimant's first approach (14 February 2020) for readmission to the Diploma Level studies was to the LCP (First Defendant) and was rejected; the covering letter stated as follows "*We are fully compliant with the guidelines and ethics of the UKCP, and you have written that you have 'conscientious objections' to some of these*".
9. The Claimant's second approach was made to the LCP on 24 September 2020; this time he submitted an expert witness statement of Dr Christopher Rosik which sought to address some of the issues concerning the Claimant's conscientious objections to aspects of the MOU, to which the UKCP (and by virtue of association) the BPA is a signatory. However, the application was again rejected.
10. The Claimant approached the BPA (8 October 2020) for readmission and was advised that he could only apply for membership of the association once accepted into a training programme of a school associated with the BPA.
11. The Claimant's third request for admission to LCP with further supporting documents to further explain his position was rejected (27th August 2021) on the same grounds.

At all material times, the Claimant had the following beliefs which are derived from the Bible and/or expressive of his Christian faith, namely that:

1. A therapist must always respect his or her client's autonomous goals whether or not the therapist shares or approves of the client's goals. The therapist should not impose his or her world view upon clients.
2. Informed consent should be required for any therapeutic intervention.
3. Sexual relationships outside a marriage between people of the opposite sex, are sinful.
4. Sex is fixed from conception. Sexuality is fluid for many people.
5. Unwanted sexual attraction to members of the same sex, including in particular the case of mixed attraction clients, and a felt desire to transition away from a client's natal sex, may all be beneficially addressed by therapeutic intervention.
6. A client who experiences sexual fluidity and who decides autonomously and on the basis of informed consent that s/he wishes to resist same sex attraction or to remain within their natal sex despite current discomfort, is entitled to the assistance of a therapist to achieve his/her goals.
7. It is morally wrong for those regulating or teaching therapists to support ethical norms which have no or no adequate foundation in empirical science as is the case with the Guidance and the MoU.

The Claimant avers that you, like the other Defendants, have believed at all material times that:

1. The view (whether on the part of clients or therapists) set out in paragraph 3, is the product of homophobia/alternatively, and/or is unethical.
2. The view (whether on the part of clients or therapists) set out in paragraph 4, is the product of transphobia/alternatively, and/or is unethical.
3. That it is unethical for psychotherapists to provide therapeutic assistance to clients who wish (a) to resist same sex attraction or (b) to remain within their natal sex, despite current discomfort.
4. That such therapy cannot be effective and therefore beneficial.

The Claimant's application was rejected by reason (in whole or part) of his beliefs and/or by reason of his not sharing (in whole or in part) your beliefs.

Claims

The following claims relate to the period February 2020 to September 2021:

Direct and Indirect Discrimination on the Grounds of religion or belief

You directly discriminated against the Claimant by reason of his beliefs and/or by reason of his not sharing the First Defendant's beliefs.

You indirectly discriminated against the Claimant, by requiring all those enrolling at the London Centre for Psychodrama to maintain assent to the values set out above about and/or the MoU/the Guidance.

[Please note that the claims which follow are not made directly against you, but details are included here as a matter of courtesy].

S.112 Equality Act 2010

The Second to Sixth Defendants unlawfully aided the above discrimination in that by entering into the MoU they intended and did create an environment in which those sharing the Claimant's beliefs and/or not sharing their beliefs, would be excluded from professional practice.

Unlawful conspiracy

The MoU is an agreement to take such steps ('the steps') as are necessary to prevent those sharing the Claimant's beliefs offering aforementioned types of therapy. As such, it aims to bring about unlawful discrimination. It also aims to bring about breaches of the Claimant's rights under Articles 8, 9 and 14 ECHR. In addition, it aims to bring about breaches of the rights of potential clients of the Claimant under the same provisions of ECHR. The Court is therefore required by S. 6 of the Human Rights Act to hold such an agreement illegal.

Unless prevented by the Court, the other Defendants, will take the steps hereafter. The Claimant seeks an injunction to prevent the Second to Sixth Defendants taking such steps and/or requiring those Defendants to withdraw from the MoU.

Remedy

Damages

Your actions set out above set out above have caused the following losses and damages to the Claimant:

Fees spent completing the early parts of a course in psychodrama which the Claimant cannot complete by reason of unlawful discrimination: £10,000.

Loss of Professional Fees which he would have earned as a qualified therapist: £20,000.

Stress and Injury to Feeling: £5,000

Injunction

The Claimant will seek an injunction against the Second to Sixth Defendants to require the Second to Sixth Defendants to cease to be party to the MoU because the Claimant reasonably fears that without such an injunction one of the Defendants/signatories will cause him unlawful damage.

Declaration

The Claimant will also seek declaratory relief, which relief is important to him regardless of any compensation ordered to be paid.

Mandamus

The Claimant will seek an order of Mandamus to allow him to enrol on the said course, without further hinderance.

Costs

The Claimant will be seeking his reasonable legal costs.

Alternative Dispute Resolution

The Claimant is mindful of both parties' mutual responsibility to consider whether some form of ADR might enable settlement of this matter without proceedings being commenced and without the incurrance of significant costs; accordingly, they would welcome an opportunity to meet with you in ADR.

He would however want to know your client's position in relation to liability and pre-action disclosure of key material, in order that he may make an informed assessment of risk and quantum.

The Claimant is open in respect of the detail of discussions.

Pre-action disclosure

The Claimant seeks the following pre action disclosure:

1. Any correspondence (including emails, texts and WhatsApp messages) in relation to the applications between:
 - a) Any of your servants or agents.
 - b) Any of your servants or and agents and any of the other Defendants.
 - c) Stonewall.

2. Any documents and any correspondence (including emails, texts and WhatsApp messages) relating to the genesis of and adoption of (including your client's interpretation of) the Memorandum of Understanding, whether:
 - a. Between any of your servants or agents.
 - b. Between your servant or agents and any of the servants or agents of the other Defendants.
 - c. Between any of your clients' servants or agents and any of:
 - i. Stonewall
 - ii. the Government Equalities Office
 - iii. any government department

Please note that pursuant to our client's duty to avoid unnecessary litigation he will reconsider his decision to join you if disclosure or other correspondence makes clear that some other party is primarily responsible.

Pre-Action Protocol

Whilst it is clear that the majority of the detailed provisions of the pre-action protocol are not applicable, we are prepared to adopt the spirit of the protocol. We require a response within 2 weeks of this letter to notify us in writing as to:

- Whether or not liability is disputed including whether your client is willing to offer undertakings in lieu of the injunction sought
- If liability is disputed to provide us with an explanation as to why you have reached this conclusion together with a copy of all relevant documentation in your possession or your reasons for not disclosing them

Unless we receive a satisfactory response within 2 weeks, proceedings may be commenced without further notice.

We look forward to hearing from you and shall be grateful if you acknowledge safe receipt of this letter. Please feel free to respond to this letter before action by email to michael@andrewstorch.co.uk

Yours faithfully

A handwritten signature in black ink that reads "Andrew Storch". The signature is written in a cursive style with a large, stylized 'S' at the end.

Andrew Storch Solicitors