

Prescription Medicines Code of Practice Authority

Case report

Case number	Case/0440/01/25
Complaint received	16 January 2025
Case title	Allegations relating to a meeting venue
Complainant	Named, contactable complainant – role not specified
Respondent	CSL Vifor
Applicable ABPI Code	2021
Clauses raised	10.1, 5.1 and 2
Panel decision	20 November 2025
Appeal Board review	17 December 2025 [All completed cases are reviewed by the Appeal Board – see Paragraph 15.4 of the Constitution and Procedure]

Case summary

This complaint related to an advisory board held in Los Angeles and attended by a UK health professional.

The complainant alleged that the venue was “*lavish and luxurious*”.

The outcome under the 2021 Code was:

No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry
No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 10.1	Requirement that meeting venues must be appropriate and conducive to the main purpose of the event/meeting

**This summary should not be relied upon in isolation.
For full details, please see the full case report.**

Full case report

Case preparation	2
Panel ruling	2
Annex notes	6
Annex A – The complaint.....	7
Annex B – CSL Vifor's response	8
Further information from CSL Vifor	9

Case preparation

1. The PMCPA received a complaint about CSL Vifor from a contactable complainant.
2. The complaint is at [Annex A](#).
3. This complaint related to an advisory board held in Los Angeles and attended by a UK health professional.
4. The complainant alleged that the venue was "*lavish and luxurious*".
5. The PMCPA case preparation manager asked CSL Vifor to provide a complete response to the complaint and consider the requirements of Clauses 10.1, 5.1 and 2 of the 2024 Code. CSL Vifor queried the applicable Code year, given that the advisory board at issue took place on 3 June 2024 (before the 2024 Code came into operation) and was advised to refer to the same clauses in the 2021 Code. Although CSL Vifor referred to the 2024 Code in its response, the Panel considered that any difference in the wording of Clauses 10.1, 5.1 and 2 between the two versions of the Code was not significant in this case and therefore made its rulings under the 2021 Code.
6. The response from CSL Vifor is at [Annex B](#). This includes further information provided by CSL Vifor following a request by the case preparation manager. CSL Vifor disputed all allegations.
7. The case preparation manager referred the case to the Code of Practice Panel to consider and provide its ruling. The Panel considered the information provided by both parties in full.

Panel ruling

8. The Panel agreed with the case preparation manager's interpretation that the complainant had misspelt the name of the health professional by a single letter and considered that the complainant had provided sufficient information for CSL Vifor and the Panel to be clear as to what their complaint referred to. The Panel was disappointed that CSL Vifor did not initially respond in full to this complaint.
9. CSL Vifor submitted that a UK health professional flew to the USA on 2 June 2024 to chair an advisory board meeting titled "*Communicating the Risk of Hypophosphatemia with FCM*". CSL Vifor paid for one night of accommodation for the health professional at the meeting venue; the health professional returned home after the meeting.

10. The complainant alleged that the meeting venue was a “*lavish and luxurious*” hotel.
11. From the screenshot taken by the case preparation manager of the URL provided by the complainant, the Panel observed that the hotel at issue was part of a collection of independent hotels within the portfolio of a large hotel company and was described as:
 - a. Being “*just 3 miles away*” from Los Angeles International Airport
 - b. having “*elegant accommodation*”
 - c. being “*surrounded by a green Golf Club where guests can play*”
 - d. having “*an outdoor pool and a well-equipped gym*”.
12. The Panel did not have a screenshot of the webpage provided by CSL Vifor in its response to the request from the case preparation manager for further information. While conscious that the webpage may have changed in the intervening period, the Panel noted the following points from the content of the current live website:
 - a. “*A Lifestyle Hotel*”
 - b. “*...inviting and spacious meeting spaces ideal for infusing your most important events with a focused, sophisticated vibe*”
 - c. “*...a private 9-hole golf course across 26-acres*”
13. In its letters of response, CSL Vifor submitted that the meeting venue:
 - a. was a four-star hotel
 - b. was a convenient location for the attendees because of its proximity to LAX airport in Los Angeles
 - c. provided the appropriate meeting and conference facilities
 - d. was queried by one of its senior UK medical employees but subsequently approved by them.
14. CSL Vifor also provided the Panel with a copy of an email exchange between the senior UK medical employee and several Global colleagues regarding the approval of the arrangements for the UK health professional. The Panel took account of the following points:
 - a. The senior UK medical employee queried, among other things, the choice of venue: “*I note [named hotel]. And it seems a lavish venue and disproportionate to what is being held here. What is the reason we are flying [named health professional] to the US?*”
 - b. The initial response to this query explained the rationale for the meeting being held in the US but did not address the choice of the specific hotel.
 - c. The senior UK medical employee asked for their Global colleagues’ views on the meeting venue, stating: “*The greatest risk with the meeting is the venue [link to hotel website]. Because it is a beach hotel and has a golf course and in a*

complaint may or may not be a breach depending on interpretation." They cited some wording from Clause 10.1 of the Code and its supplementary information.

- d. One of the Global employees responded:
 - *It is not a beach hotel, but is a hotel (formerly [hotel brand]) which is 5 mins from LAX airport and is a part of a corporate office park. The golf course is an add-on for hosting corporate team building events.*
 - *The webpage of the hotel for obvious competitive reasons lists it the way it does.*
 - *The proximity to LAX airport as a matter of fact lends a risk to us that we will be close to the flight path, but we zeroed in on this in light of the fact that we wanted it close to the airport and a hotel with the least number of frills.*"
- e. The senior UK medical employee subsequently approved the arrangements for the UK health professional, including £175 for the overnight stay at the hotel. They included a comment on the approval system: "*there is a risk with venue chosen as already emailed to global team*".

15. The Panel did not have before it any information regarding the invitation to the UK health professional to participate in the meeting.

16. Clause 10.1 of the Code required, among other things, that the venue must be appropriate and conducive to the main purpose of the event/meeting; lavish, extravagant or deluxe venues must not be used.

17. The Panel considered that companies had to be mindful of the impression created by all the arrangements for a meeting, including the venue. A four-star hotel that included an on-site golf course and outdoor pool, such as the one at issue, would have to be carefully checked to ensure that its facilities were appropriate, bearing in mind the intended delegates, the nature of the meeting and the venue's reputation both locally and nationally.

18. In reaching its determination, the Panel relied upon the following:

- a. The UK health professional was accommodated for only one night at the same hotel as was used for the advisory board meeting the following day. The advisory board meeting ran from 08.30 to 16.00. The Panel did not have before it any information regarding the arrival and departure times of the UK health professional's flights.
- b. The complainant did not give any specific reasons to substantiate their allegation that the hotel was "*lavish and luxurious*".
- c. The hotel was not a "*beach hotel*": the word "*beach*" was included in the hotel name because it referred to the name of the city in which the hotel was located (within Los Angeles County).
- d. The hotel appeared to be located relatively near to an international airport and several of the meeting attendees were travelling from overseas.
- e. The complainant provided no evidence that the hospitality costs involved in the meeting exceeded the level which the recipient would normally adopt when paying for themselves.

- f. The agenda for the meeting ran from 08.30 to 16.00, including an hour for lunch, but did not appear to include any other leisure activities or hospitality.
- 19. The Panel queried whether consideration had been given to the use of technology to avoid international travel and considered, if an in-person meeting was deemed essential, that it would have been preferable if a venue without a golf course had been chosen.
- 20. The Panel noted that the complainant bore the burden of proving their complaint on the balance of probabilities and that all complaints were judged on the evidence provided by the parties. While the Panel had some concerns about the meeting venue, on balance, the Panel concluded that the complainant had not established that the venue was "*lavish and luxurious*" and inappropriate in relation to the requirements of Clause 10.1.
- 21. The Panel ruled **no breach of Clause 10.1**.
- 22. Noting its ruling of no breach of Clause 10.1, the Panel did not consider that the circumstances of this case indicated that high standards had not been maintained or that CSL Vifor had brought discredit upon, or reduced confidence in, the pharmaceutical industry.
- 23. The Panel ruled **no breach of Clause 5.1** and **no breach of Clause 2**.

Annex notes

The Panel used square brackets in Annex A and Annex B to anonymise and redact information in the complaint and response. This is for the purposes of:

- protecting the confidentiality of named individuals,
- protecting company information that is commercially sensitive or confidential,
- anonymising third parties that have not had a chance to comment on the case, and/or
- ensuring that material that may be a breach of the Code is not made publicly available when the case report is published.

For similar reasons, any attachments provided to the PMCPA with the complaint and response are not included in this case report.

The wording of the complaint (Annex A) and the company response (Annex B) is otherwise copied in full below.

Annex A – The complaint

"[Named health professional] attended advisory board in 3rd or 4th June in Los Angeles

Title of Ad board: Risk of Hypophosphataemia

Hotel: lavish and luxurious- [named hotel in Los Angeles]

[URL provided leading to the details of the named hotel on a hotel booking website]

This is against the ABPI code. luxurious venue and hotel"

Annex B – CSL Vifor’s response

“Thank you for your letter dated 17 January 2025 in which you raise a complaint from a contactable individual who does not describe themselves and simply provides the name of a hotel and describes it as lavish and luxurious and claiming that ‘this is against the ABPI Code’. We are unsure whether the individual has any interest or relationship with CSL or CSL Vifor UK and request that you confirm this.

We note that this is one of a number of complaints communicated to CSL Vifor UK from one or more individuals in a short period of time, and while we are committed to engage in self-regulation and in the complaints process with transparency and professionalism, we would like to highlight that the burden of proof for any complaint resides with the complainant and we hope that only cases where such proof has been provided are raised with us to respond to.

Furthermore, we fully support the need to accept concerns from complainants where this aligns with the objectives of the Code and the principles of the ABPI. However, we also recognise that complaints can be raised for other, negative, reasons and we rely on the robust application of the constitution and procedure of the Code to ensure all cases are dealt with fairly.

In your letter you have asked us to consider the requirements Clauses 10.1, 5.1 and 2 of the 2024 Code, but we are unsure as to what evidence you have received that suggests there are risks that these Clauses have been breached, other than a link to a 4 star hotel and the claim that this is lavish and luxurious and, therefore a breach of the ABPI Code.

Our concerns and uncertainties aside, we can confirm that CSL Vifor UK, including any linked CSL organization or subsidiary, did not send “[health professional named in the complaint]” to an advisory board in Los Angeles on 3 or 4 June 2024.

We hope that this assurance addresses your letter and we can consider this matter closed.

For completeness and full transparency, as per our response to Case 0434/12/24, we can confirm that [health professional with a surname with one letter different to that given by the complainant] was invited to participate in an advisory board on the 3rd June 2024 at [the hotel named by the complainant], Los Angeles, California by the Global Iron Therapy team to Chair the meeting titled: Communicating the Risk of Hypophosphatemia With FCM.

There were 11 international experts in attendance from across the world and [named health professional] flew out to the USA on the 2nd June and returned home after the meeting on the 3rd June (one night stay). [They were] accommodated for the one night at the meeting venue, the 4 star [named hotel], which served as a convenient location for the attendees and provided the appropriate meeting and conference facilities.

The meeting agenda and content were approved by [a global senior medical employee]. However, the meeting was also reviewed and approved by the then CSL Vifor [senior UK medical employee]. This approval was recorded within the meetings and expenses approval system, Vinci, and the attachments provided for review included the HCP contract, meeting arrangements, invite with approval certificate, agenda with approval certificate, attendees and content showreel with approval certificate. A question about the meeting venue appears to have been raised by the [senior UK medical employee], but the meeting was subsequently approved by [them], probably due to the fact that the hotel was appropriate in that it is a 4 star hotel, convenient in terms of location and appropriate in terms of the attendees and meeting facilities.

We do have documentation supporting our position but have not provided them given that the complaint is about a “[health professional named in the complaint]” and provides no evidence to require provision of counter evidence.

We, therefore, cannot see any grounds for breaches of the ABPI Code and refute any suggestion of breaches of Clauses 10.1, 5.1 and 2 of the 2024 Code.”

Further information from CSL Vifor

The case preparation manager requested further information from CSL Vifor on the basis that the complainant had misspelt the name of the health professional by one letter, and in line with the overriding objective and the spirit of the Code.

The response from CSL Vifor is copied in full below (with anonymisation and redactions as described in the Annex notes section above).

“Thank you for your email received 28 February 2025 in which you request documentation to support justification for the venue.

The Advisory Board included 11 advisors, including [named health professional], who served as the meeting chair. The review of the meeting included the agenda, objectives, and the venue, which was chosen for the following reasons:

1. The attendees were from across the globe, including Australia and included 5 who were North America based
2. The proximity of the venue to LAX airport
3. E mail discussion about the meeting venue more widely (than location)

The venue was assessed via the following link [URL provided] (as per the [senior UK medical employee’s] comment in Enclosure 1.

Based on the question raised by [the senior UK medical employee], the responses given and the subsequent approval by the [senior UK medical employee], we believe that the oversees [sic] engagement of a UK HCP, the meeting itself and the meeting venue underwent the review and approval required by the UK Code and there have not been breaches of Clauses 10.1, 5.1 and 2 of the 2024 Code.”
