

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 1: Client Care	Demonstrate knowledge and understanding of good practice in interviewing and advising
2. Evidence provided	
Email dated 31 August 2023 Telephone notes dated 31 August 2023	
3. How does this meet the outcome?	
<p>It is important to be able to interview clients successfully in order to understand what they wish to achieve in instructing me, what is important to them and the timescales that they wish or expect to achieve an outcome in.</p> <p>Different clients will require different advice and initial instruction meetings, calls or emails can help to establish what is required. I try to establish the level of the client's knowledge as early as possible which allows me to make a judgement call on how much guidance they will require throughout the transaction. I act for repeat business clients who regularly deal with taking and granting a lease of a property or buying and selling property so they understand the process and the terminology used. Therefore, they don't require me to set out the law for them or explain what certain terms mean. Other clients that I act for may never have dealt with property transactions before and so need a clear explanation of the process involved, timescales and what costs they can expect to incur.</p> <p>Whether a client interview is at the beginning of the transaction or throughout the conveyancing process it is key to understand the purpose of the interview by preparing for it in advance where possible. Whether or not the interview is expected, I try to establish as early in the interview as possible what the client's objectives are by listening to what they have to say and asking appropriate questions to obtain more information, taking appropriate notes as I go. If a client asks a question and it is not possible to deal with a point or question there and then I acknowledge that and advise the client that I need time to consider the point and that I will get back to them at a later date in order to keep the interview moving forward. Whether I answer a question during the interview or at a later time I make sure that my answer is clear and to the point.</p> <p>Different circumstances and different clients require different types of interviews and I am capable of dealing with interviews in person, by telephone and by written communication. For example, I have acted for an elderly client on a number of matters who prefers to have a face to face meeting regularly throughout a transaction as they have hearing difficulties and aren't familiar with emails and mobile phones. When carrying out a face to face meeting, whether with this client or another I ensure that I keep an accurate attendance note and follow up any important information or instructions by letter or email (as appropriate). This ensures that the client understood what was discussed and so that my file accurately reflects what took place and what advice or instructions were given.</p> <p>Regardless of how the interview takes place with a client it is essential to appropriately greet the client and end the meeting appropriately and remain professional and approachable throughout. After dealing with some repeat clients over a number of years, interviews may become more familiar whilst remaining professional but other clients, whether regular or not, prefer to keep matters strictly business. Having conducted many interviews throughout my career I feel that I am very capable of knowing what any given interview requires and conducting myself appropriately.</p> <p>Due to my experience, I am also able to deal with unexpected situations. As mentioned above, I have the confidence to be able to explain to a client when I do not know the answer to a question straight away but I can reassure the client that I will find the correct answer and get back to them as soon as possible. I have also experienced dealing with clients who may have arrived unexpectedly in person at the firm I work or called unexpectedly about a matter that they may be frustrated or upset about or have misunderstood something. Sometimes these are people that I or a colleague may be acting for or a potential new client or simply a third party who wants to speak to someone about an issue. In such situations I find that the person simply wants someone to listen to what they have to say, acknowledge their feelings and deal with them in a professional and fair way. First, I try to calm the person down and ask appropriate questions to</p>	

establish what it is that is causing the problem and then explain what I can (or sometimes cannot do) to try to resolve the matter. I also acknowledge when I am unable to deal with such situations and am comfortable referring the matter to either a partner or a different department, as the case may be.

I was instructed by a tenant in respect of the negotiation of a lease renewal. The lease was not being renewed under the Landlord and Tenant Act 1954 procedures and the parties had agreed that due to the age of the existing lease that a modern form of lease would be negotiated but without either party being subject to more material adverse obligations than they already were. My client was also carrying out some extensive refurbishment works and a licence for alterations was being negotiated at the same time.

The negotiation of the terms of the lease and licence was down to a handful of points that were left to agree but neither party was willing to concede. Time was becoming of the essence to complete the works due to internal matters within my client's business. I therefore arranged an all parties call with the landlord and their lawyer to discuss the outstanding issues with the intention of being able to agree the points on the call and swiftly move to completion.

My preparation for the meeting and my conduct throughout meant that my client was able to agree many of the points in their favour and the final copy documents were produced and agreed shortly after the meeting.

To prepare for this call I reviewed the latest draft documentation and sent copies of the latest drafts to my client and their solicitor showing the outstanding points highlighted so that everyone was clear in the meeting what needed to be discussed. On the day of the all parties call, which took place by a video conference, I spoke to my client to discuss the outstanding points to get an indication of what they were or were not willing to accept. We discussed and I made a note of the points that were more important to my client. This allowed me to prepare appropriately for the meeting and note down key arguments and counter arguments for those points that might be contentious.

At the beginning of the call I introduced myself and my client and I invited the landlord and their solicitor to do the same. I acted professionally throughout the meeting so that all parties were listened to and where appropriate I advised my client of their options and obligations in respect of a discussion point whilst remaining conscious that the landlord and their representative were on the call. I acknowledged the landlord and their lawyer's points where relevant but made appropriate counter arguments to maintain my client's confidence in my ability to act in their best interest. At points throughout the meeting I asked the landlord's solicitor to explain their reasoning for the stance that they were taking and I listened to their answer to understand what they were trying to achieve. Following this I explained to my client how the clause would affect them whilst being mindful that the landlord and their solicitor could hear the advice that was being given. Where I thought the landlord's point was reasonable I suggested compromises that were fair to both parties but made it clear that my suggestion was subject to my client's agreement. Due to the meeting that I had with my client prior to the all parties meeting I could offer alternatives or reject the other parties suggestions confidently without putting my client in a difficult position by springing something on them unexpectedly.

Once all points had been discussed and agreed I summarised the agreed action points and closed the meeting appropriately. For example, it was agreed that the landlord's solicitor would make the agreed amendments to the documents and send them to me for final approval.

I took a record of the agreed points and ensured I made a file note following the call to ensure I had a full and accurate record of the interview on file.

In summary, the interview was extremely productive and both parties negotiated the outstanding points in depth before coming to a mutual agreement. Throughout the interviews (the pre-meeting call and the all parties call) I communicated clearly and gave practical advice to my client on how the points that were being negotiated would affect them and where appropriate explained the advantages and disadvantages of options that were being presented.

4. Opportunities for further development (if any):

I can further develop my interviewing skills by learning from what went well or not in past interviews. I am confident in conducting effective interviews but there is always room for improvement.

5. Completion Date:

6. Signed (applicant):

Date:

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 1: Client Care	Demonstrate good practice in legal writing
2. Evidence provided	
Report on title dated 3 August 2023	
3. How does this meet the outcome?	
<p>My client was in the early stages of making a development plan for a large piece of land that they own. My client was considering making an application for planning permission to develop their land for a number of commercial uses. Prior to finalising their plan and marketing the land for sale they wanted to know whether there were any title issues or 'show stoppers' that would either affect the value of the land or prevent a potential purchaser buying the site.</p> <p>I obtained the relevant title documents from the Land Registry, obtained any pre-registration deeds from the client and requested appropriate searches that would allow me to prepare a report on title to my client.</p> <p>Although the report appears lengthy (due to the size and nature of the land this was unavoidable) I made sure that the information given was accurate, clear and complete. I used plain English throughout and structured the report in such a way that was logical and easy to follow. For example, I used an 'executive summary' to set out the main issues very early on so that if the client did not read the whole report, they could quickly and easily see the areas of concern. It would be easy to simply type the wording of easements and covenants as they appear in the deeds but the wording is often 'legal' or old fashioned. I made sure that I summarised the various matters in a way which was easy for the client to understand.</p> <p>The land was made up of a number of different titles and so I clearly set out in different sections what matters affected that particular title and where the same matter affected a number of different titles, I made it clear that the provisions for title 'x' were the same as for title 'y' so as not to repeat information unnecessarily.</p> <p>The report followed a logical order (i.e. the first title number discussed was at the north of the site and each title that followed was the next title down on the site) and all annexures were clearly referred to in the report and labelled for reference.</p> <p>As the report contained 57 annexures I have not attached these to the log book.</p> <p>The report clearly set out what issues might arise on the sale of the land and where appropriate made suggestions of what could be done before any proposed sale to mitigate any problems.</p>	
4. Opportunities for further development (if any):	
Providing clear and accurate information allows a client to make an informed decision on how they wish to proceed. This exercise stressed how important it is to bring the main issues to the forefront of a report as often a client will only read the first few pages of a report, especially if it is lengthy.	
5. Completion Date:	
6. Signed (applicant):	
Date:	

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 1: Client Care	Demonstrate knowledge and understanding of professional conduct issues arising in practice
2. Evidence provided	
Email dated 13 May 2021 Letter dated 17 June 2021	
3. How does this meet the outcome?	
<p>The firm I work for is regulated and authorised by the Solicitors Regulation Authority (SRA). The SRA has a Code of Conduct for Solicitors, RELs and RFLs. This can be found on the SRA website. The Code of Conduct describes the standards that the SRA expect of those who provide legal services. The Code of Conduct clearly sets out how a person who provides legal services should act and treat their clients and other parties that they deal with.</p> <p>There is also the CILEX Code of Conduct which sets out the principles which CILEX members, practitioners and authorised entities must adhere to in their conduct, practice and professional performance. It clearly sets out a number of outcomes which such parties must meet. The CILEX Code of Conduct can be found on the CILEX website and the CILEX Regulation website.</p> <p>By being a member of CILEX I have a number of privileges and responsibilities. They require me in my professional conduct and performance to develop and use my knowledge and skills for the benefit of my clients, to maintain good professional relationships and to act in such a way that promotes confidence and trust in me and the legal profession.</p> <p>My firm holds the Conveyancing Quality Scheme Accreditation from The Law Society. As I deal with residential conveyancing as well as commercial conveyancing I take part in the annual update courses provided by The Law Society as part of the scheme. The scheme sets out the standards of competence, risk management and client service levels expected in providing conveyancing services. By being a member of the scheme, it shows that me and my firm have the expertise to deliver quality residential conveyancing, can use standardised processes to reduce risks and make transactions more efficient and can educate clients about what to expect when paying fees for conveyancing services. The scheme also gives my firm wider access to lender panels as this is a prerequisite for some lenders. This means that my firm can act for a wider range of clients and their lenders.</p> <p>An ethical situation can arise where there is a conflict of interest or a significant risk of a conflict. Under the SRA Code of Conduct you cannot act for a client if there is a conflict of interest or a significant risk of a conflict. I was instructed by a landlord client who was granting a lease to a tenant. The tenant was unrepresented. I made it clear to the tenant when sending the documents to them for approval that I could not advise them in any way as I was acting for the landlord. I also reiterated this when sending the documents for signature. This is because there is a high risk of a conflict of interest acting for both parties in a transaction. The two parties do not have a substantial common interest as even though both have a common interest in completing the lease, they also have different interests as one is granting the lease and other is taking the benefit of the lease. In this situation I made sure that the lease was fairly drafted so as not to take unfair advantage of the tenant because they did not have legal representation. I also explained that the lease was to be contracted out of the Landlord and Tenant Act 1954. By doing so I complied with clause 1.2 of the SRA Code of Conduct.</p>	
4. Opportunities for further development (if any):	
It is important to keep up to date with professional conduct issues. I do so by taking part in the Conveyancing Quality Scheme's risk and compliance webinar and training. I also make sure that I carry out a conflict check at the beginning of a transaction and I carry out risk assessments throughout a transaction to ensure that no ethical or conduct issues have arisen or could arise.	
5. Completion Date:	
6. Signed (applicant):	
Date:	

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 1: Client Care	Demonstrate knowledge and understanding of the importance of client care in legal practice
2. Evidence provided	
Client Care Letter dated 12 September 2023	
3. How does this meet the outcome?	
<p>The firm I work for is regulated and authorised by the Solicitors Regulation Authority (SRA).</p> <p>It is important to provide information to a client about the services I am providing at the point of engagement with a client and as the matter progresses. The information must include the likely cost of providing the services and how the client can complain if things go wrong. In order to comply with my obligations (and my firm's obligations) in respect of client care I provide a client care letter that is clear about its purpose, simple and written in plain English, short but precise so that the client has all of the information they need in a form that is easy to read.</p> <p>Many complaints made to the Legal Services Ombudsman are about legal costs. Being clear on costs at the outset of a transaction in a client care letter and then as a matter progresses (for example if instructions change or something unexpected happens) can help prevent a potential complaint about costs.</p> <p>A good client care can help benefit the firm I work for by demonstrating the values and high service standards of the firm and reduce potential complaints by clearing setting out what I will be doing and how much it will cost. If a client is happy with the service that I provide they are more likely to instruct me again or even use the firm for a different service.</p> <p>Paragraph 8.6 to 8.8 of the SRA Code of Conduct and Rule 5.7 of the CILEx Code of Conduct states that you must explain and agree with a client the terms upon which services will be provided in a way that they can understand so that they can make an informed decision about the services they need. This includes the extent of the services provided, payment, and the likely or anticipated cost, outcomes and timescales for advice and services to be provided. I have provided a client care letter that meets these requirements as I clearly set out the scope of the transaction, our proposed costs and how the transaction would be dealt with. The letter was sent at the beginning of the transaction which meant my client was informed of the potential costs and extent of the work required from the earliest point possible.</p> <p>Rule 5.9 of the CILEX Regulation Code of Conduct and paragraph 8.3 of the SRA Code of Conduct (and my firm's internal policies) require that clients are informed of the complaints procedure and their right to complain to the Legal Ombudsman. In order to comply with the rules, I informed my client of my firm's complaints procedure and their right to complain to the Legal Ombudsman at the beginning of the transaction. The information regarding complaints, the complaints procedure and the right to complain to the Legal Ombudsman is set out in the terms of business which I sent with the client care letter.</p>	
4. Opportunities for further development (if any):	
I ensure that I send out a client care letter on every transaction where our services are not covered by a separate contract. As part of internal procedures, we carry out file reviews regularly to ensure that everyone is compliant with the rules surrounding client care. To further develop client care skills for me and other members of the team we could look at and discuss cases where complaints have been made either about this firm or others to see what we are doing right or what we could do better.	
5. Completion Date:	
6. Signed (applicant):	
Date:	