

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 5: Professional Conduct and Ethics	An awareness of and adherence to the professional conduct rules, relevant law and ethics relating to conveyancing practice
2. Evidence provided	
Client care letter dated 20 October 2023 Conflict search dated 20 October 2023 Draft undertaking dated 12 December 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>Paragraph 8.1 of the SRA Code of Conduct for Solicitors, RELs and RFLs requires that I identify who I am acting for in relation to any matter. Upon receiving a new instruction, I checked the identification held for that particular client on our case management systems and identified that the identification that we held for that client was out of date. I therefore requested up to date photographic ID and proof of address and verified this through a third party to comply with the relevant procedures. You will see the request for ID in the attached client care letter.</p> <p>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. 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. The client care letter that I have provided meets this rule 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> <p>Core Principle 5 of the CILEX Regulation Code of Conduct and paragraphs 6.1 to 6.2 of the SRA Code of Conduct require lawyers to act in the best interest of their clients and not to act or continue to act where there is a conflict of interest or if there is a significant risk of a conflict. I carried out a "conflict check" in accordance with my firm's internal policy at the beginning of the transaction. This ensured that there was no conflict of interest in acting for the borrower in this transaction. The lender was separately represented so there was no conflict of interest. Each transaction must be assessed on its own merits.</p> <p>Core Principle 5 of the CILEX code of conduct requires CILEX members to act competently in the best interests of their client and to respect client confidentiality. Rule 5.8 goes on to say that CILEX members are to provide prompt, clear and accurate information and advice to their client, advise them openly and honestly and keep them up to date with information they need about the work that you are performing for them within agreed timescales. Paragraph 3 of the SRA Code of Conduct contains provisions relating to service and competence. Throughout the transaction I updated my client regularly and also when information arrived that they needed to know about.</p> <p>As this was a loan transaction, I had to give a professional undertaking to the lawyer acting for the bank. Paragraph 1.3 of the SRA Code of Conduct requires that all undertakings given must be performed in the timescale agreed or if no timescale was given then within a reasonable amount of time. The bank's solicitor provided an initial draft undertaking that they wanted me to give prior to completion. I was aware that you should only undertake to do something within your control. A breach of an undertaking can be enforced against the individual giving it so it is essential that the undertaking is accurate and can be complied with to avoid any potential action in the future. I amended the draft undertaking so that it fit the facts of the transaction and so that it only contained confirmations that I could give and actions that I had control over.</p>	

4. Opportunities for further development (if any):	
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It is important to consider and advise clients in respect of how they intend to finance a transaction. I could further develop my knowledge by obtaining training on finance options and dealing with banking transactions that include non-standard loan documents and facility agreements.	
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5. Completion Date:	
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6. Signed (applicant):	
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Date:	
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