

<b>Logbook Sheet</b>	
<b>1. Skills Element:</b>	<b>Learning Outcome:</b>
Element 8: Negotiation	The ability to negotiate with other professionals at various stages of a conveyancing transaction and third parties on behalf of client, seller, buyer, tenant and landlord
<b>2. Evidence provided</b>	
<p>Telephone note dated 4 August 2023  Telephone note dated 28 September 2023  Telephone note dated 24 October 2023  Email dated 26 September 2023  Email dated 24 November 2023</p>	
<b>3. How does this meet the outcome?</b>	
<p>I can negotiate with other professionals and third parties at various stages of a conveyancing transaction on behalf of a client.</p> <p>In this particular matter I was acting on behalf of a client entering into a renewal lease under the Landlord and Tenant Act 1954. The draft lease was not based on the terms of the current lease and so I had made necessary amendments to ensure that my client was not in any worse position than they were currently. Many of my proposed amendments were accepted and the last point to agree (other than the level of rent which was being negotiated via surveyors) related to uninsured risks. I act for this client in a number of similar transaction and so am familiar with their standard requirements. I first made what I considered to be a standard tenant amendment to the lease to include provisions relating to uninsured risks. The point was accepted in general but the landlord's solicitor would not agree to limit my client's repair liability if damage was caused by an uninsured risk.</p> <p>I spoke to the landlord's solicitor to explain my reasoning for the amendment. He then went away to consider my points but still refused to accept them. I then emailed my client regarding the clause and following that email I spoke to my client to further explain the issues and to take their instruction on what was important for them and how they wished to proceed. I also explained to my client what would happen if the point was discussed in Court under the 1954 Act disputed terms. A copy of my telephone notes are attached as evidence. I have also attached a number of emails where the insurance point was being discussed and negotiated. In the end, we settled on a position that both the landlord and my client was comfortable with.</p> <p>I have also acted for another tenant who was taking a new lease of some office space. They needed to proceed very quickly as they were being evicted from their current property at the end of that week. My instructions were therefore to keep negotiations to a minimum and so I simply made amendments to those points that I believed were absolutely necessary. I have attached the email that I sent to my client advising on the terms of the lease, the amendments that I had made and the main points that they should be aware of.</p> <p>These two cases demonstrate my ability to use different negotiation styles and stances taking into account the client's needs and objectives.</p>	
<b>4. Opportunities for further development (if any):</b>	
<p>Negotiation can happen in a number of ways. I always try to develop my negotiation skills by keeping up to date with relevant case law and changes in statute. I believe that as a person develops in their career their negotiation skills develop and I am no different.</p>	