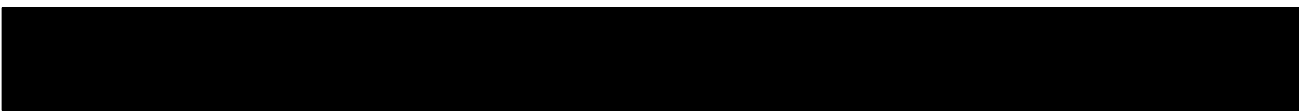


## WBL Logbook Sheet Template



Competency e.g. 1	Learning Outcome e.g. 1.1	Example Number
1	1.3	2
<b>Evidence provided</b>		
e.g. letter to client dated 01.01.2017, Telephone attendance note dated 01.01.2017		
<b>E-mails dated 13/04/2022, 14/04/2022 and 21/04/2022</b>		
<b>Explain how the example meets the learning Outcome and how the evidence shows this</b>		
<p>This was a contract that we had been negotiating for a long time with a large contractor client, who in turn was appointed to provide D&amp;B services to a large infrastructure body.</p> <p>Following the initial review of the contract, we undertook a readthrough prior to signature, and noted that it did not look like we had received one of the contract documents, which was a template form of collateral warranty. We needed to review this to resolve the issue that arose. We reverted to the client, and it became apparent that it had been reviewed but by one of my colleagues. The collateral warranty was missing a “no greater liability” clause, which is a key provision in these documents. Our client was unwilling to make an amendment on the basis that they were concerned on the impact such an amendment would have on their client relationship.</p> <p>In the end, although we have reiterated our need for a “no greater liability” clause, we redrafted the collateral warranty clause to allow for the form of warranty to be agreed in another form by both parties acting reasonably. The evidence provided shows the e-mails and advice that were given addressed the issue in respect of the collateral warranty.</p>		
<b>Reflection and evaluation</b>		
Describe what you learnt from the activity you undertook to meet the Learning Outcome. You may want to complete this section at a later date once you have had time to reflect on your practice and experience.		
<b>This learning experience taught me to read through engrossments prior to signature to ensure that all potential issues have been addressed.</b>		
<b>Date work completed: (i.e. evidence date)</b>	21/04/2022	
<b>Applicant's Name</b> <small>Please print name</small>	<b>Applicant's signature</b> <small>I confirm that the work within the evidence is my own work</small>	<b>Date</b>



	Click here to enter a date.
<b>Supervisor's signature</b> confirm that I supervised the applicant's work referred within the logbook sheet and the evidence	<b>Date</b>
	Click here to enter a date.

[REDACTED]

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**Sent:** 21 April 2022 17:31  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED] - Collateral Warranties  
**Attachments:** [REDACTED]

Hi [REDACTED],

Thank you for sending this collateral warranty through.

I can see that this looks to have been reviewed by one of my colleagues.

Just to confirm, there is no clause in this appointment which allows the parties to agree the form of collateral warranty at a later date. If this clause cannot be included, then we would need to make the following changes to the appointment and form of collateral warranty at this stage. These are as follows:

- In the collateral warranty there looks to be a missing amendment we failed to make to clause 2.2 b), which is the inclusion of a “no greater liability” clause and “equivalent rights of defence” clause which is a key clause that we require to ensure the same limitations on liability in the appointment apply equally to the collateral warranty. This is a standard clause which is included in collateral warranties, and I understand we agreed equivalent changes with [REDACTED] on [REDACTED], so should hopefully not be controversial for [REDACTED]. I’ve sent out the attached change in the collateral warranty, for agreement with yourselves and [REDACTED] as a next step.
- In our appointment, I think the reference to the form of collateral warranty to be used (i.e. the version attached to the e-mail) is recorded incorrectly. There are two places where collateral warranties are addressed:
  - Option X8 (see page 8) – this section states that the collateral warranties should be in “Z2.1 to Z2.5 Appendix B and Appendix B4 of the SCHEDULE OF AMENDMENTS AND Z CLAUSES, (ADDITIONAL CONDITIONS OF CONTRACT) Document named [REDACTED] Advanced works v1.” The collateral warranty we have reviewed is not titled as the aforementioned wording, and this does not state that the form of warranty is to be reasonably agreed, so it is unclear whether this clause actually references the form of warranty attached to this e-mail;
  - Clause Z17.2 (see page 18) – this clause states that the form of collateral warranty is “Annex 6”, and Annex 6 states that the form of warranty is “Consultants Warranty”. I don’t think this is very clear, and it does not say that the form of collateral warranty is to be reasonably agreed between the parties nor is in the form attached to the e-mail.
  - I think for both of these clauses, it would benefit if they both made reference to a warranty contained in Annex 6, and then in Annex 6 itself we include the form of collateral warranty, to ensure that the obligation to provide a particular form of warranty is recorded correctly.

I’m not in tomorrow, but I am more than happy to have a chat to discuss to get your thoughts, and to close out these remaining issues on Monday or early next week to suit you. Sorry to raise this at this late stage, but I think there is a route through here to get these final points agreed in the collaborative manner we have sought to address the other points of discussion we have looked at on this contract.

Kind Regards

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 14 April 2022 15:22  
**To:** [REDACTED]  
**Subject:** RE: [REDACTED] Collateral Warranties [Filed 14 Apr 2022 16:25]

Hi [REDACTED],

See attached your comments on the CW from Dec.

We then made alterations to X8 to include definitions of beneficiaries.

There are no other alterations to make to the contract.

[REDACTED]

[REDACTED]

We value our people and are actively working to improve Work/Life Balance. As such, whilst it suits me to send this e-mail now, I do not anticipate a response or action if it is outside of your normal working hours

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**From:** [REDACTED]  
**Sent:** 14 April 2022 15:07  
**To:** S [REDACTED]  
**Subject:** FW: [REDACTED] Collateral Warranties

[REDACTED]

I put your comments regarding the collateral warranty to [REDACTED] and he has provided the response in the email below. In short, it would appear the wording that you had expected under X8 allowing the later agreement of the warranty is missing.

To move this forwards there are no doubt a number of potential steps, two of which could be;

- A. Provide a clause under X8 and Z17 which would allow the later agreement of the collateral warranty
- B. Review the option E Collateral Warranties provide comments and agree revisions before incorporating into the contract.

We would prefer option A as this would appear to have been your original intent, should we propose some wording?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**Sent:** 13 April 2022 16:41

**To:** [REDACTED]

**Subject:** - Collateral Warranties

**Attachments:** - Collateral Warranties for [REDACTED] Option E Contract - Clauses [REDACTED]

Hi [REDACTED]

Just to follow up on our previous call, to pick up on the points raised by [REDACTED] in respect of the collateral warranty:

- I don't believe we have reviewed the collateral warranties for [REDACTED] and cannot find a copy or an e-mail with a review of such a collateral warranty. We have reviewed a warranty for [REDACTED], and I attach the e-mail with our review of that collateral warranty. I think the collateral warranties for [REDACTED] are contained in attached pdf titled "Option E contract", and I can provide comments on these, and for the most part the comments would be similar to those provided in respect of the [REDACTED] collateral warranty save for clause references. If I am mistaken, and I have reviewed the collateral warranty for [REDACTED], then if [REDACTED] could provide those comments to clarify that we have reviewed, we should be okay
- In respect of the point that in any regards our appointment states that we can reasonably agree the form of collateral warranty to be provided, I do not believe our appointment states this. I've attached the form of contract, and there are two places where collateral warranties are addressed:
  - Option X8 (see page 8) – this section states that the collateral warranties should be in "Z2.1 to Z2.5 Appendix B and Appendix B4 of the SCHEDULE OF AMENDMENTS AND Z CLAUSES, (ADDITIONAL CONDITIONS OF CONTRACT) Document named - [REDACTED] Advanced works v1." This does not state that the form of warranty is to be reasonably agreed
  - Clause Z17.2 (see page 18) – this clause states that the form of collateral warranty is "Annex 6", and Annex 6 states that the form of warranty is "Consultants Warranty" I don't think this is very clear, and it does not say that the form of collateral warranty is to be reasonably agreed between the parties. If the clauses were amended to allow us to agree the form of collateral warranty between the parties, I think we could get comfortable with this position.

Please do not hesitate to give me a call to discuss.

Kind Regards