

## WBL Logbook Sheet Template

<b>Name:</b> [REDACTED]		
Competency e.g. 1	Learning Outcome e.g. 1.1	Example Number
3	3.4	1
<b>Evidence provided</b> e.g. letter to client dated 01.01.2017, Telephone attendance note dated 01.01.2017 <b>Email dated 13.09.2022</b>		
<b>Explain how the example meets the learning Outcome and how the evidence shows this</b>		
<b>Identify a situation in which it was appropriate to consider alternative courses of action available to the client:</b> I reviewed terms and conditions for software for my client, and the contract negotiations had been ongoing for many months. One of the outstanding issues with the terms and conditions was the limit on liability for intellectual property rights. As the client was signing up to use software from the supplier, we would expect the supplier to indemnify the client against any third party intellectual property breach claims. Due to it being difficult to quantify the cost of a claim, our position is that we should have an uncapped indemnity. The supplier was reluctant to agree to an uncapped liability for intellectual property breaches. They wanted to cap liability at £100,000.		
<b>Evaluate and communicate the options (including the costs, risks and benefits of each option):</b> I explained the two options available to the client in relation to the issue about the capped intellectual property indemnity. I outlined the option along with the costs, risks and benefits associated with each option so that the client could make an informed decision.		
<ol style="list-style-type: none"> <li>1. Negotiate a cap on liability for general contract breaches, and an unlimited cap on liability for intellectual property breaches.           <ul style="list-style-type: none"> <li>- Cost: a financial loss if a loss under another head of liability exceeds the liability cap.</li> <li>- Risk: the supplier is reluctant to agree to unlimited liability for intellectual property breaches, so our bargaining power is weakened.</li> <li>- Benefit: [REDACTED] would be compensated by the supplier for any breaches that caused a loss to [REDACTED].</li> </ul> </li> <li>2. Accept a cap on liability under the contract.           <ul style="list-style-type: none"> <li>- Cost: the cost to [REDACTED] could be a potential financial loss. For example, if [REDACTED] limit their liability to £100,000 and the loss costs [REDACTED] £200,000, [REDACTED] would be at a loss of £100,000</li> <li>- Risks: only be compensated for a certain amount if there was a breach that caused loss, regardless of how much the breach cost [REDACTED]. Another risk is that it is difficult to assess the potential losses of a breach,</li> </ul> </li> </ol>		

meaning that it is difficult to know what level of cap would be reasonable to accept

- Benefit: it allows you to use the software and [REDACTED] may be willing to agree a higher cap than what they originally stated in the contract

My email to my client dated 13.09.2022 shows the options as mentioned above, and I elaborated on the evaluation of each of the costs, risks and benefits.

### Reflection and evaluation

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.

**To enable the client to make an informed decision, it is extremely useful to conduct a cost, risk, benefit analysis of the potential options. Breaking the available options down in this manner helps to aid the client's understanding of the effect of making a certain decision.**

<b>Date work completed: (i.e. evidence date)</b>	13/09/2022	
<b>Applicant's Name</b> Please print name	<b>Applicant's signature</b> I confirm that the work within the evidence is my own work	<b>Date</b>
[REDACTED]		Click here to enter a date.
<b>Supervisor's Name</b> Please print name	<b>Supervisor's signature</b> I confirm that I supervised the applicant's work referred to within the logbook sheet and the evidence	<b>Date</b>
[REDACTED]		Click here to enter a date.



Kind regards



**From:** [redacted] <[redacted]>  
**Sent:** 09 September 2022 17:08  
**To:** [redacted]  
[redacted]  
**Subject:** RE: Quick Follow up

Hi [redacted],

I hope you are well?

Thank you for the below. Enjoy your time off

Kind regards



**From:** [redacted]  
**Sent:** 08 September 2022 10:32  
**To:** [redacted] <[redacted]>  
**Cc:** [redacted] <[redacted]>  
**Subject:** RE: Quick Follow up

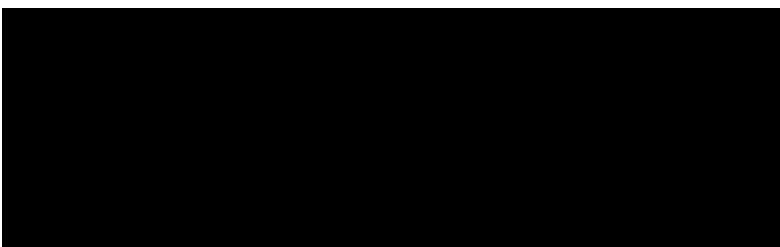
Hi [redacted]

Apologies for the late reply, I have been tied up with some urgent matters.

I will aim to review the document by close of play Wednesday next week, as I am on leave tomorrow and Thursday and Friday next week.

I'll let you know if anything changes.

Kind regards



**Sent:** 06 September 2022 09:35  
[redacted]  
[redacted]  
**Subject:** FW: Quick Follow up

Hi Both,

Please find the final copy of the contract to review from [REDACTED].

Kind regards

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]