

Logbook

Name: [REDACTED]

Membership no: [REDACTED]

1. Competency: 2

Learning Outcome: 2.5

Represent a client through effective use of communication and other skills.

2. Evidence provided:

Email to [REDACTED] HR Business Director of the company, setting out the amendments made by the other side and a subsequent email to the other side's representative following my instructions from the business.

3. Outline how the evidence demonstrates you meet the outcome

Identify the information needed from the client to represent them:

In the negotiation of a compromise agreement, the employee's legal representative has sent a letter amending certain terms of the agreement. I have advised on each of their proposed amendments to the business and asked them for clarity on whether we are able to accept/concede on these matters. Following confirmation from the business I then wrote to the other side on behalf of the business and confirmed our position on their amendments.

Represent your client using legal and professional skills:

The business was happy with my recommendations on each point that was being raised and therefore I set out my arguments in an email to the other side, ensuring that I provided reasoning's for each point.

4. Reflection and evaluation

I am fully aware that during the course of negotiation with the other side I need to communicate my case clearly and provide the arguments that I am relying on in an effective way. I also need to ensure that I have obtained the required authority from the business (my client) before responding to the other side.

5. Completion date: 20th August 2013

6. Signed (applicant)

Date: 20.08.2013

7. Signed (supervisor)

Date: 10/09/2013

From:
Sent:
To:
Subject:

S

From: [redacted]
Sent: 06 February 2013 17:36
To: [redacted]
Cc: [redacted]
Subject: RE: [redacted] - Compromise Agreement (privileged and confidential)

Dear all,

Good news [redacted] has accepted our offer and therefore I have responded with the attached email to the other side ensuring that they are happy with the revised terms of our Compromise Agreement.

Once they have confirmed this matter I shall pass onto yourselves to deal with the signatory and payment process, unless you need any further assistance from me at all.

Kind regards,

Subject: RE: [redacted] - Compromise Agreement (privileged and confidential)

I am comfortable with this – however we have not terminated this individual from our employment and therefore from the payroll as yet and therefore is the end date of the 31st January factually correct (it's fine if it is in your opinion) if not that needs to be amended to the 6th February 2013 on the basis that is the date we said we would remove the offer from the table.

This then leads to the next issue and that is I believe if the date is the 6th we need to revisit the [redacted] and Benefits element of the payment please let me know your advice on this

On that basis we haven't removed from the systems the payment can and will be paid through the payroll

The speed this will happen will be dependent upon the speed we receive the signed copy of the agreement to me in [redacted] would suggest in order for me to obtain the correct signature and issue instructions to the payroll

[Redacted]
From: [Redacted]
Sent: 06 February 2013 16:56
To: [Redacted]
Subject: RE: [Redacted] - without prejudice and subject to contract

Dear [Redacted]
Thanks for this. With reluctance and simply to see an early end to the matter, my client has instructed me she is prepared to proceed. I will ask her to call to the office tomorrow to arrange signature.

Yours sincerely

From: [Redacted]
Sent: 06 February 2013 15:45
To: [Redacted]
Subject: RE: [Redacted] - without prejudice and subject to contract

Dear [Redacted]

Apologies for the delay in responding on this matter.

We have reviewed the proposed amendments and would agree to most of the points raised by your client. We would not however concede on the following:

Clause 7: The payment terms are standard practice for our company and 14 days following execution of both signatures is a reasonable timeframe. We will, of course use reasonable endeavours to ensure that the Compromise Agreement is executed as soon as possible from our side. The most appropriate person to expedite signature our end would be [Redacted]

Clause 15 – disclosure of the terms of the Compromise Agreement to ‘immediate family’ is too wide and would be arguable as to whom was included within this definition and I have therefore amended to ‘spouse’ and added wording to ensure that they are also bound by confidentiality.

Clause 20 – I have not amended the wording to state any ‘reasonable’ requests given that this is our standard wording and we would expect any employee to comply with this clause. We do, however, accept your issue on expenses and have therefore inserted wording stating that we would be liable for any expenses in relation to this specific issue.

In light of the above comments I have amended the Compromise Agreement accordingly and attach a tracked and clean version of the agreement. I should therefore be grateful if you could provide me with any further comments or confirmation that this is now in agreed form.

As you will be aware, the deadline for a response on our offer is valid until 5pm today and therefore we look forward to hearing from you on this matter.

Yours sincerely,

[Redacted Signature Block]

Kind regards



Subject: Compromise Agreement (privileged and confidential)

Dear all,

As you are aware we recently made an ex-gratia offer of £[redacted] to [redacted] - we have not yet received a response on this. The deadline for a response is 5pm tomorrow and therefore I shall update you further tomorrow on this.

We have, however, received a response from [redacted]'s solicitor amending certain terms of the Compromise Agreement (please see attached letter). This would seem a good sign that the offer is being given a lot of consideration.

I have reviewed the proposed amendments and would agree to most of the points raised, given that they are rather trivial issues. We would not however concede on the following:

Clause 7: The payment terms are standard practice for our company and 14 days following execution of both signatures is a reasonable timeframe. We have found previously that 14 days following receipt of the employee's signature does not necessarily give us enough time to organise authorised signatories and payment our end. I would therefore advise that we do not concede on this point, but reiterate to the other side that we will use reasonable endeavours to ensure that the Compromise Agreement is executed as soon as possible from our side.

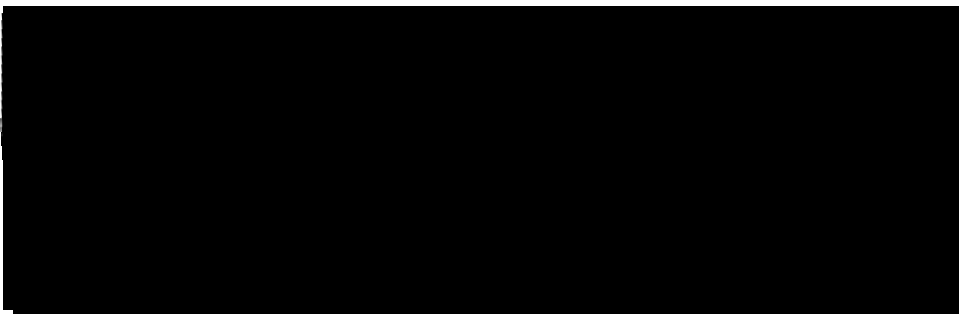
Clause 15 – disclosure of the terms of the Compromise Agreement to 'immediate family' is too wide and would be arguable as to whom was included within this definition and I have therefore amended to 'spouse' and added wording to ensure that they are also bound by confidentiality.

Clause 20 – I have not amended the wording to state any 'reasonable' requests given that this is our standard wording and we would expect any employee to comply with this clause. I do, however, agree with their issue on expenses and I have inserted wording stating that we would be liable for any expenses in relation to this specific issue.

In light of the above comments I have amended the Compromise Agreement accordingly and I should therefore be grateful if you could confirm that you are happy with the changes so that I may forward onto the other side for their final comments. I am hoping to do this tomorrow given the deadline for our offer.

I look forward to hearing from you on this matter.

Kind regards,



[Redacted]

From: [Redacted]
Sent: 06 February 2013 15:25
To: [Redacted]
Subject: RE: [Redacted] - without prejudice and subject to contract

Dear [Redacted]
I cannot trace that I have yet heard from you in response?
Yours sincerely

From: [Redacted]
Sent: 05 February 2013 09:47
To: [Redacted]
Subject: RE: [Redacted] - without prejudice and subject to contract

Dear [Redacted]
Many thanks for your letter, we shall provide you with a response on these issues today.
Yours sincerely,

[Redacted]

From: [Redacted]
Sent: 04 February 2013 14:45
To: [Redacted]
Subject: Mrs [Redacted] - without prejudice and subject to contract

Dear Madam
Please see attached letter.
Yours faithfully

This message, and any files transmitted with it, are intended only for the use of the intended recipient or organisation to whom it is addressed. It may contain information that is privileged and confidential. If you are not the intended recipient, no action may be taken on the information nor should it be copied or shown to a third party. If received in error please notify us on [Redacted] quoting the name of the sender and addressee and then delete it and any attachments.

No responsibility is accepted for viruses. It is the recipient's responsibility to take such steps as it deems appropriate to scan received messages and any attachments for viruses.

Any views expressed in this communication may not necessarily be the views held by the partners of

[Redacted]

[Redacted], is a limited liability partnership registered in England and Wales under number [Redacted]