

WBL Logbook Sheet Template



Learning Outcome and example number e.g. 1.1(1), 1.2(2), 1.2(1) 1.2(2) etc.	Page numbers from portfolio
3.1(1)	282-286

Evidence provided and date of evidence
e.g. Letter to client dated 01.01.2020
Telephone attendance note dated 01.01.2020

Telephone attendance note dated 27.04.2022;
Email to Client dated 27.04.2022 @14:05

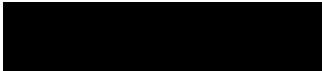
Explain how the example -meets the learning Outcome and how the evidence shows this

1. Identify the position of the client/service user
The client contacted us to instruct us on a few of her prospective matters. The client has dealt with some dubious companies before and therefore was extremely cautious. The client's objective was to find a firm she can trust, to understand what claims she may have and on what terms the relationship between the firm and her can be established (ie fee structure).

2. Demonstrate your understanding of the position of the client/service user
To meet the client's objective, I have carried out a detailed telephone conversation to cover all of the areas she needed clarification/assurance with and followed up with an email. This way I made sure that I understood the client's objective and have met it. If there'd be any confusion with the client's position, because the communication was both in writing and telephone - she could raise it with me to resolve it efficiently.

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.

I have learnt to communicate efficiently to understand the client's position. Understanding the client's position helped me assist the client appropriately and make sure that the client's needs and expectations are met.

Supervisor's Name	
Please print the full name of the supervisor that supervised the work referred to above within this logbook sheet and the supporting evidence.	





TELEPHONE NOTE

CLIENT : ██████████
RE : Arbitration Consultants claim + other TBC
DATE : 27 April 2022

New enquiry.

Telephone call in from ██████████ taking the call.

██████████ introducing herself and explaining that she has ██████████ timeshare and is interested in getting it terminated. ██████████ advising that the timeshare termination cases we deal with are twofold – a) cases that require termination only and b) cases where we can make a claim for the money lost by the Client. To advise which or both of the services would be required, we will need some further information. ██████████ was happy to provide whatever we need. ██████████ then followed by asking questions to which the answers are summarised below: -

- Client has 6 or 7 ██████████ timeshare agreements;
- She does not recall when they started but she believes the last one was taken out in 2013;
- Client confirmed that the timeshares were paid for via bank transfer or cash; she does not believe that any credit card facility was used.

██████████ explaining to ██████████ that there are two issues with the ██████████ case – limitation and lack of credit agreement. Generally, the Client has 6 years from the date of contract to bring a claim against another party. As ██████████ last agreement was in 2013, this would mean that the case is out of time. KA explaining that there are some exceptions to the rule but they would be directly linked with the payment facility used (ie loan agreement).

██████████ then briefly explained ██████████ the application of the Consumer Credit Act 1974 (CCA 1974). As ██████████ recalls there being only bank transfers used, CCA 1974 does not apply and we would not be able to bring a claim even if it was still in time with the exception application.

██████████ then explained that even if we cannot make a claim on ██████████ behalf, we can still terminate the timeshare. The fee for doing this would be £1,250.00 plus VAT and it is only payable after success. ██████████ advised that she is happy with this as her priority is to terminate the contract.

Other Cases

██████████ and ██████████ then spoke about other companies ██████████ as previously instructed to deal with termination. ██████████ advised that she instructed ITRA and Arbitration Consultants in Tenerife. Both companies have gone into liquidation without actually terminating the timeshare, therefore, ██████████ lost even more money. ██████████ asked ██████████ how did she pay for each of the contracts? ██████████ explained that if any credit facility was used, we may be able to investigate this and perhaps make a claim for the money lost. ██████████ explained to ██████████ that CCA 1974 would apply in the case where ██████████ used a credit facility to make a payment for services she never received (ie timeshare termination) due to company's liquidation. As the claim is against the credit provider (ie the bank), it does not matter if the company is not there anymore.

██████████ confirmed that the Arbitration Consultants were paid in part with a credit card. ██████████ advised that this is good news – upon receipt of papers we can investigate this further and may be able to recover some of ██████████ loss.

██████████ believes that ITRA was paid via bank transfer but she will double check this, in order to see whether we can recover something here too. ██████████ recalls that ITRA got bought out by some other company. ██████████ will send ██████████ the documents so that we could investigate.

█ explained our fees – we work on a no win no fee agreement @30% plus VAT. The fee is only payable if and when the settlement is received by the Client. If upon investigation we cannot successfully recover anything, there is no charge for the Client. There are no admin or other fees to pay.

█ and █ then briefly spoke about cold-calls █'s getting. █ explained that she is very frustrated about this. █ advised to be cautious and always do her research on who is calling. █ should not pay any upfront fees too.

Finally, █ asked for █ send her firm's documents to her. We agreed that this will be done via email to █ will do so straight after the phone call.

█ thanked █ for the call and the call was terminated.

[REDACTED]

Sent: 27 April 2022 14:05

To: [REDACTED]

Subject: [REDACTED]

Attachments: [REDACTED]

Dear [REDACTED],

Your [REDACTED]

Thank you very much for your call to our offices today – it was my pleasure to speak to you.

To summarise, we believe you may have two cases we could assist you with, in particular: -

[REDACTED]

[REDACTED]

We agreed that I will send you our client agreement for the timeshare termination services. Please find the agreement named "Timeshare Termination [REDACTED]" attached. The fee for this service, as agreed, is a fixed fee of £1,250.00 plus VAT.

If, however, you come across any credit card payments/loan agreements in relation to your [REDACTED] memberships, please share this with us. We may be able to look into making a claim for the money paid to [REDACTED] if this is the case.

Arbitration Consultants/ITRA

We discussed the possible claims for recovering your fee paid to Arbitration Consultants and or ITRA, as they both are now in liquidation. I attach the relevant client agreement named "[REDACTED]". As agreed, the fee for this service is based on a "no win no fee" basis and is 30% plus VAT.

Next steps: -

1. Please carefully read our firm's documents and raise any queries with me;
2. If you would like to instruct us and agree with the agreements' terms – please sign the relevant pages and return this to me;
3. Please gather and send the documents for your [REDACTED] Arbitration Consultants and ITRA case and send them to me.

You can return the documents to us electronically or via post (we do not need to see the originals). If you would like for our firm's documents to be posted to you – please let me know.

Should you have any other questions, or require any assistance – please do not hesitate to get in touch.

Kind regards,

[REDACTED]

