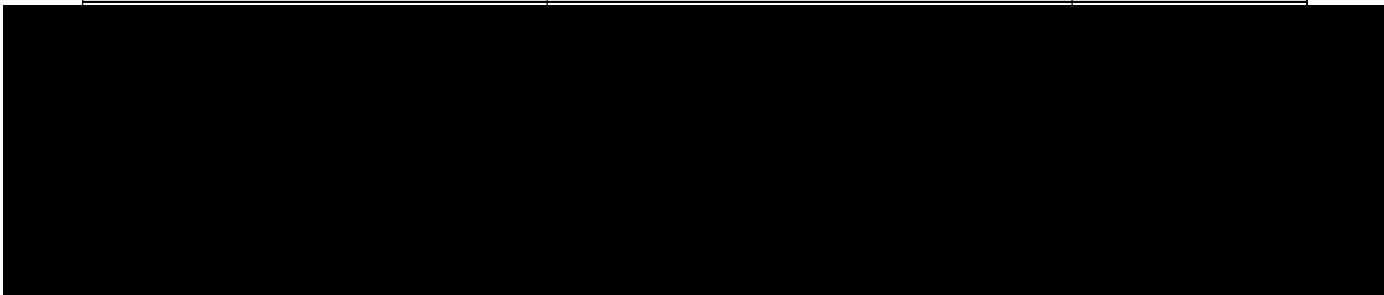


WBL Logbook Sheet Template

Competency e.g. 1	Learning Outcome e.g. 1.1	Example Number
2	2.2	1
Evidence provided e.g. letter to client dated 01.01.2017, Telephone attendance note dated 01.01.2017		
Letter to the Claimants direct access Barrister dated 8 March 2021		
Explain how the example meets the learning Outcome and how the evidence shows this		
<p>Use clear, concise, accurate and unambiguous language:</p> <p>I used clear language to ensure that I had explained my client's position accurately and clearly set out my points using numbered paragraphs where necessary. The Claimants had made an open offer to my client I therefore ensured that my correspondence also clearly set out that this offer had been fully considered and the reasons why my client was unable to accept the offer made.</p> <p>Demonstrate suitable professional practice, politeness and respect:</p> <p>I ensured that my letter remained professional and polite throughout. Whilst I disagreed with the Claimants position and the issues raised within their claim, I ensured that I stuck to the facts and that my client's position was clearly put across to them in a professional manner.</p> <p>Tailor the style of communication to suit the need of the recipient:</p> <p>I was writing to the Claimants direct access Barrister and it was therefore appropriate to use formal and 'legal' language to explain my client's position and my client's intentions on applying to strike out the Claimants claim, since a reasonable knowledge of the law could be assumed.</p> <p>Explain why the language used was suitable for the situation:</p> <p>As this matter was a litigated dispute and the Claimants were legally represented, it was suitable to ensure that the correct technical or legal terms were used as this helps to provide a professional and knowledgeable image to the other party.</p> <p>2.2 Example 1 – Logsheet</p>		
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.		
<p>Using the correct tone when writing to Solicitors / Barristers in relation to litigation disputes can be difficult. By practising writing such letters and listening to feedback from supervisors, I have greatly improved my ability to write an appropriate letter using persuasive but professional language.</p>		

Date work completed: (i.e. evidence date)	08/03/2021	
Applicant's Name Please print name	Applicant's signature I confirm that the work within the evidence is my own work	Date



[REDACTED]

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



Our ref [REDACTED]
Your ref [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

By E-mail only: [REDACTED]

Direct tel +44 ([REDACTED]) Date 8 March 2021
Direct fax +44 ([REDACTED]) Email [REDACTED] [REDACTED]

Dear Sirs

[REDACTED]

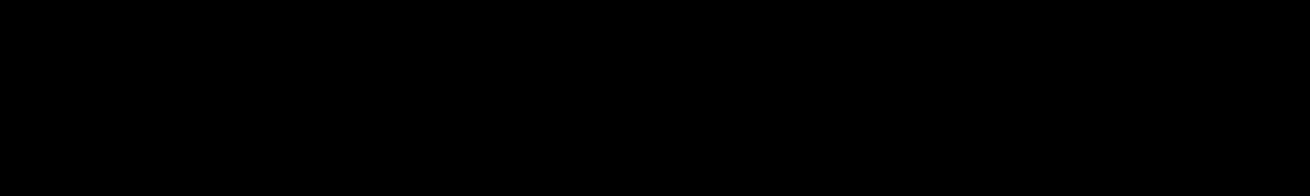
We write further to the above matter and to your letter dated 8 March 2021.

We note that your clients have made an open offer to our client to temporarily remove the marker registered against [REDACTED] for a period of four weeks, this is to allow [REDACTED] to obtain the necessary finance they require.

We note that this is purely a temporary measure for a period of four weeks only after which, you have confirmed our client can reinstate the marker. You have also confirmed that it is your clients' intention to proceed with their claim for an order to remove the marker completely.

We are now in receipt of our client's instructions and, after giving your clients' offer careful consideration we confirm that operationally, our client is unable to remove the marker temporarily for the reasons set out below:

1. When a marker is uploaded to [REDACTED] it remains registered for a period of six years from the date of the upload. In this case, our client uploaded the marker against [REDACTED] on [REDACTED] this means that the loading is due to expire / be removed from



██████ on ██████████ If our client agrees to remove the marker now and, re-instate the same in four weeks' time, the re-instated marker will remain registered with ████████ until 2027 which would wholly prejudice ██████████

2. Our client must also follow the ████████ guidance when registering markers / loadings. One of which is that a marker / loading must be made within 48 hours of completion of that lender's investigation. In this case, our client's investigations date back to ████████ and therefore they would be unable to re-instate the marker some three years after those investigations, since this would not be in line with ████████ rules / guidance.

We trust that the above clarifies our client's position and the reasons why it is unable to agree to remove the marker temporarily.

Declined Application for Credit

In the meantime, we thank you for providing a copy of your clients' e-mail received from their broker which states that "*With reference to your mortgage application, unfortunately ██████████ ████████ have declined the re-finance due to the ████████ marker listed against a person financial linked to you*".

We can confirm that our client has spoken with ██████████ who have confirmed that as part of their standard checks a credit search was carried out against ██████████ (as director of the Company) which brought up adverse data for ██████████ by way of a "financial association". ██████████ has confirmed that a "financial association" would not result in an automatic decline for credit and that each application is reviewed on a case by case basis.

For this reason we believe it is incorrect to say that the company's application for credit has been declined directly as a result of the marker / loading registered ██████████. Whilst the marker has been linked with ██████████ as a result of a financial association, ██████████ have reviewed the application on its own merits and made a decision not to approve the application which is entirely within their discretion to do.

Furthermore, from information obtained from Companies House, it would appear that following the loading on ██████████ the Company has successfully obtained credit elsewhere as follows:

1. On or around ██████████ the company obtained a secured loan facility from ██████████, a copy of the Legal Charge registered at Companies House is attached for your information; and
2. On ██████████ the company obtained a secured Loan Facility from ██████████ secured by way of a Legal Charge and a personal guarantee provided by ██████████, a copy of the Legal Charge is enclosed.

It is therefore clear that the marker registered by our client has not prevented the company from obtaining credit as alleged, since it has previously obtained lending facilities successfully after the marker against ██████████ was loaded by our client. This supports our client's case that lenders cannot decline an application for credit based solely on a marker / loading with ██████████.

Could you please confirm if the company has approached any other lenders, save for ██████████, to obtain the finance it requires?

For the reasons set out above and in previous correspondence our client remains intent on proceeding with an application to strike out your clients' claim. However, in the interest of saving costs, it would urge your clients to reconsider their position and withdraw their claim.

We look forward to hearing from you.

Yours faithfully

