

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 3: Interviewing, advising and communicating	INTERVIEWING An ability to conduct effective interviews with clients across a range of conveyancing matters
2. Evidence provided	
File note Telephone note dated 17 October 2023	
3. How does this meet the outcome?	
<p>I was instructed by a client who was refinancing a property. The client had advised me prior to my initial call with them that the instruction would be arriving in the near future. I therefore made a handwritten note in my notebook of information that I would need in order to give proper initial advice and a fee quote. In the initial interview with the client I greeted the client appropriately and then proceeded to ask the questions that I had prepared. Whilst the telephone conversation was taking place I made a note of the relevant information so that I had it to hand in the future and so that I had a record of the call for my file. I listened to the client's replies and asked further questions as needed.</p> <p>During the call the client advised that part of the refinance funds were to pay off a directors loan and that the money would then be used to redeem a mortgage held in the personal name of the director. I advised the client why I could not send funds directly to the director's account and that any surplus funds after the loan on the property being refinanced was paid would need to be paid into the company account. The client understood and accepted this.</p> <p>The client is well known to the firm and was concerned about other members of staff becoming aware of the refinance. I reassured the client about the confidentiality rules but that for their piece of mind I would 'lock' my electronic file so that only I and certain people working with me on the file had access to any sensitive information. The client was pleased about this.</p> <p>After I had obtained the information that I needed I checked whether my client had any further questions (they didn't). I agreed that I would put together a fee quote and send this to my client with our terms of business and client care letter. I explained that my initial fee quote would be subject to their new bank's requirements and the extent of information that they would ask for.</p>	
4. Opportunities for further development (if any):	
I can further develop my interviewing skills by learning from what went well or not in past interviews. I am confident in conducting effective interviews but there is always room for improvement.	
5. Completion Date:	
6. Signed (applicant):	
Date:	

Logbook Sheet	
1. Skills Element:	Learning Outcome:
Element 3: Interviewing, advising and communicating	ADVISING & COMMUNICATING To give and communicate clear accurate and practical advice both orally and in writing on matters relating to the to a conveyancing transaction to a client on the law, procedure and on the options available
2. Evidence provided	
Email dated 26 September 2023 Telephone note dated 28 September 2023	
3. How does this meet the outcome?	
<p>In this particular matter I was acting on behalf of a client entering into a renewal lease under the Landlord and Tenant Act 1954. The draft lease was not based on the terms of the current lease and so I had made necessary amendments to ensure that my client was not in any worse position than they were currently. Many of my proposed amendments were accepted and the last point to agree (other than the level of rent which was being negotiated via surveyors) related to uninsured risks. I act for this client in a number of similar transaction and so am familiar with their standard requirements. I first made what I considered to be a standard tenant amendment to the lease to include provisions relating to uninsured risks. The point was accepted in general but the landlord's solicitor would not agree to limit my client's repair liability if damage was caused by an uninsured risk.</p> <p>After a number of attempts to settle the point with the landlord's solicitor I emailed my client regarding the clause. My email clearly set out all of the matters that they needed to know and gave them a number of options on how we could proceed. Work for this client is carried out under a strict fee agreement and so regardless of the option taken our fee would not change. This is why my only comment to the client is in respect of any Court proceedings as that would not be covered under the fee agreement.</p> <p>Following the above mentioned email, I spoke to my client to further explain the issues and to take their instruction on what was important for them and how they wished to proceed. I also explained to my client what would happen if the point was discussed in Court under the 1954 Act disputed terms. A copy of my telephone note is attached as evidence.</p> <p>You will see from the evidence provided that that I obtained all relevant information to identify the client's objective, I gave clear advice on all relevant matters and explained what options were available with pros and cons for each. This allowed the client to make a decision that was best for them in this particular situation. Following the advice, I advised what the next steps were.</p>	
4. Opportunities for further development (if any):	
Providing clear and accurate legal advice allows clients to make an informed decision on how they wish to proceed. I could further develop my advising and communicating skills in my day to day work by reviewing and learning from other jobs I or my colleagues have dealt with and carrying out and applying research to the instructions I am dealing with.	
5. Completion Date:	
6. Signed (applicant):	
Date:	