

Logbook

Name: [Redacted]

Membership no: [Redacted]

1. Competency: 3

Learning Outcome: 3.6

Manage a client/service user's expectations.

2. Evidence provided:

Email to my client, K [Redacted] Market Research Analyst of the Company.

3. Outline how the evidence demonstrates you meet the outcome

Identify needs/objectives of client:

In this specific case the client wanted to terminate a fixed term contract early for commercial reasons, there were no issues with the other side's performance of the contract.

Identify situations in which the objectives may be unrealistic:

To terminate the contract during the fixed initial period would constitute a breach of contract unless a material breach, liquidation, change in control, any licences suspended or any regulatory standards or legislation had been breached. In this case such circumstances had not occurred to satisfy early termination. The client purely wished to terminate to deal with another service provider.

Reasonable steps to manage expectations:

I advised my client that the contract could not be terminated before the end of the initial period (unless certain circumstances had arisen) and any such termination would likely bring a claim for the remainder of the monies owed under the contract. I advised my client to discuss this matter with the supplier to ascertain whether they could negotiate early termination, to be mutually agreed by both parties.

4. Reflection and evaluation

I learnt that my early negotiations of a contract should be well documented to show that the fixed term had been discussed with my client at the time they enter into the contract. I also understand that I must advise on the correct legal position, which could well be a response that my client will not want to hear.

5. Completion date: 10th September 2013

6. Signed (applicant) [Redacted]

Date: 10/09/2013

7. Signed (supervisor)

Date:

[Redacted]

From: [Redacted]
Sent: 18 July 2013 09:26
To: A [Redacted], K [Redacted]
Subject: RE: Contract review
Attachments: contract - signed.pdf; RE: Research Contract

Hi K [Redacted]

I have picked up this matter as I was the legal contact that reviewed the agreement at the time of negotiation.

I understand that the company wish to terminate this agreement. However, under Clause 2.1 we are bound to contract with [Redacted] for a fixed term, up until 1st March 2014. We are only able to terminate during the initial period of 8th January 2013 – 1st March 2014 for a material/persistent breach, liquidation, change in control, any licences suspended or breached any regulatory standards or legislation.

Given that you have confirmed that the services provided by [Redacted] are meeting the standards of the service provisions within the contract we are unable to rely on a breach of contract. Furthermore, I have not been advised of any other circumstance that could terminate the agreement.

I specifically brought the fixed term duration to the attention of the business when we are reviewing this agreement, and queried whether the business would be happy to be tied down for this amount of time. This period was signed off by C [Redacted] (see my email attached).

Unfortunately, unless one of the above events occur we are bound by the terms of the agreement until 1st March 2014. I would recommend that you enter into discussions with [Redacted] to see if there is any scope for negotiation to get out of the contract early. Should we terminate the agreement now, then we would be in breach of contract and it is likely that [Redacted] will bring a claim for the remainder of the monies owed under the agreement.

Should you wish to discuss further then please do not hesitate to contact me.

Kind regards,

V [Redacted]

[Redacted]

[Redacted]

From: G [Redacted]
Sent: 17 July 2013 17:01
To: Group Legal Department
Cc: A [Redacted], K [Redacted]
Subject: FW: Contract review

Hi team

I have just had a chat with K [Redacted] and she needs some advice on what is the quickest option to terminate the attached contract. The agreement was set up as part of a project and the project is now being cut therefore they need to terminate the contract asap. There is no issue with the Service [Redacted] have been providing, however, the initial period within the contract does not end until March 2014. Is there a way in which we can try and terminate the contract early, would it be worth Marketing speaking direct with [Redacted] and attempting to agree to an earlier termination?

What do you suggest?

Kind regards

G [redacted]

[redacted]
[redacted]
[redacted]

From: [redacted]
Sent: 17 July 2013 14:37
To: G [redacted]
Subject: RE: Contract review

Oh really, where are you heading?

I have attached the contract for your info.

[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

From: G [redacted]
Sent: 17 July 2013 13:48
To: Ki [redacted]
Subject: RE: Contract review

Hi Ki [redacted]

Yes, sure no problem. What's the name of the contract? I may only have a few minutes to spare though as today is my last day at [redacted] and have lots of things to finish before I leave.

Kind regards

G [redacted]

From: Ki [redacted]
Sent: 17 July 2013 13:16

To: G [REDACTED]
Subject: Contract review

Hi G [REDACTED]

Could I pick your brain on a contract the research team have with our market research agency? Have you got 20 mins this afternoon at around half 4?

Many thanks

K [REDACTED]

[REDACTED]