

Name: [REDACTED]

Membership no: [REDACTED]

Learning Outcome: 5.1

1. Competency: 5

Demonstrate an understanding of the business environment of a legal practice/organisation.

2. Evidence provided:

Emails relating to the content of contract for services to the Local Authority

3. Outline how the evidence demonstrates you meet the outcome

Identify the business environment in which you work: I work for a Local Authority.

Identify and explain the aims and objectives of the company: As a local authority employee, we are responsible to the public for spending, as a result it is important to ensure that we get best value for money.

How I achieve this: The emails enclosed demonstrate that I ensure that the contracts, (in this case for training) cover all our needs for the price agreed.

4. Reflection and evaluation (what you learnt from the activity-you undertook to meet the outcome). Note: you may want to complete this section at a later date once you have had time to reflect on your practice and experience.

I understand the need to ensure that as our budget comes from public money, that we get the best value for money.

5. Completion date: 1.1.13

6. Signed (applicant) [REDACTED]

Date: 1.1.13

7. Signed (supervisor) [REDACTED]

Date: 1.1.13

[REDACTED]

From: [REDACTED]
Sent: 11 August 2010 16:59
To: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED]

Could you let me know the actual official name of the provider: is it a limited company, or a trading name for Mr [REDACTED] or what is it?

The service specification is also very unclear as to what level of training is to be provided. Is there a specific qualification that is to be taught to, or a length of course, or a specific curriculum or similar? Whilst there are monitoring processes in place, the outcomes do not appear to be, in fact, measurable, and there is no clear indication as to how it is to be determined whether a particular member of staff has, in fact, received the provided-for training, or determining whether the contracted-for [REDACTED] staff have actually been properly trained.

There is a total contract price of [REDACTED] paid in quarterly instalments, but if this is for the training of a set [REDACTED] staff does this mean that the provider gets £[REDACTED] per staff member completing the training. or how does this work? (If so, there is a problem that it is unclear from the service specification how it is determined whether a staff member has completed the course.)

I would suggest that, at minimum, somewhere in the contract should be a specification as to what the course provided entails in terms of the number of sessions in a course and their length, and specification of the content of the training in terms of areas covered etc

It may well be that the course is a set one, and all the above already exists, but if so, please let me have a copy as it should be attached to the agreement.

You do also need to think about what happens (in terms of payment and / or termination of the agreement) if the targets and service standards are not reached, and also whether there are sufficient monitoring arrangements where the standards set appear entirely subjective and are assessed by the training provider itself.

The problem with drafting the contract at present is that from a legal standpoint it needs to be possible to define what service is being provided in a way that it can be determined from the contract, for the purposes of determining whether payment is due, whether the service contracted for has actually been met, otherwise we will be contracting to pay without any guarantee we will get the services expected.

At the moment, I am wondering whether (given clause 1 of part II) what is really required is agreement to hire a .7 [REDACTED] temp for nine months on a salary, as the service standards seem to read like aspirational targets for the temp similar to performance targets for an employee, rather than an agreed service level with an external training provider.

I look forward to hearing from you.

Thanks

[REDACTED] Employment Litigator, Litigation Team, [REDACTED] of
[REDACTED] f 0 [REDACTED] e [REDACTED]
<[http://www/\[REDACTED\].website](http://www.[REDACTED].website)>

If you have received this message in error, I apologise for any inconvenience.
If so, please destroy this message and contact me to tell me about the error.

This message and any attachment are intended for the sole use of the person named in the address and it may contain privileged or confidential information, disclosure of which is prohibited by law. If you are not the addressee, you must not copy or deliver this message to anyone. Thank you for your co-operation

The Views and opinions given may not reflect those of the [REDACTED]
Unless this message states it, nothing in its contents should be taken as an
offer or acceptance, forming any contractual obligations.

We accept no liability for any damages, loss of costs resulting from any
reliance placed on the contents of this message.

Although we have taken every reasonable measure to ensure that this e-mail,
including any attachments, are free from viruses; we give no warranty that this
e-mail or any attachment is free from viruses and we recommend that you scan
any attachments for viruses before opening.