



HERBERT
SMITH
FREEHILLS

10 December 2019

CONFIDENTIAL SETTLEMENT DEED

Herbert Smith Freehills LLP

CONFIDENTIAL SETTLEMENT DEED

THIS SETTLEMENT DEED is made on **10** December 2019

BETWEEN:

- (A) The Claimants in the action *Alan Bates and others -v- Post Office Limited* (proceeding in the High Court under Claim Numbers HQ16X01238, HQ17X02637 and HQ17X04248) as described more fully in the Group Register served on 11 November 2019 and reproduced at Schedule 1 (each a "**Claimant**", and together the "**Claimants**");
- (B) Post Office Limited, a company incorporated in England and Wales (registered number 02154540) whose registered office is at Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ (the "**Defendant**");
- (C) Freeths LLP, a law firm whose registered office is at 80 Mount Street, Nottingham, Nottinghamshire, NG1 6HH (the "**Claimants' Solicitors**");

each of whom is referred to in this Deed as a "**Party**", or together the "**Parties**".

WHEREAS

- (1) The Claimants have brought proceedings against the Defendant in the High Court of England and Wales under claim numbers HQ16X01238, HQ17X02637 and HQ17X04248 in connection with alleged breaches by the Defendant arising out of the operation of the Claimants' electronic point of sale system, Horizon (the "**Action**"), as set out in the Claimants' Claims. The Defendant has counterclaimed against the Claimants.
- (2) The Action has been pursued under a Group Litigation Order made by Senior Master Fontaine on 22 March 2017.
- (3) To facilitate the pursuit of the Action, the Claimants have entered into certain financial arrangements with litigation funders, Therium and the Claimants' Solicitors.
- (4) On 15 March 2019 Fraser J gave judgment on certain common issues relating to the legal relationship between the Defendant and certain of the Claimants (the "**Common Issues Judgment**"). The Defendant was refused permission to appeal the order made (the "**PTA Application**").
- (5) Fraser J is expected to give judgment on certain issues relating to the robustness and other aspects of the Horizon System in the course of 2019 (the "**Horizon Issues Judgment**").
- (6) Trials dealing with questions of breach, causation and loss have not yet taken place.
- (7) Nothing in this Deed shall be construed as an admission by the Defendant of any liability or of the validity of any of the Claimants' Claims or of any facts or matters in relation to any Like Claim.
- (8) Notwithstanding the above, and without any admission of liability, the Claimants and the Defendant have agreed to settle the Claimants' Claims and the Defendant's Counterclaims and all Like Claims on the terms set out below.

IT IS AGREED**1. DEFINITIONS AND INTERPRETATION****1.1** In this Deed, unless the context otherwise requires

"**Claimants' Claims**" shall mean all and any of the claims or potential claims alleged by any of the Claimants in the Action and arising as a result of the PTA Application (including those made in the Generic Particulars of Claim, the Claimants' Schedules of Information, the lead Claimants' Individual Particulars of Claim (in each case including any amendments) and/or in any correspondence between the Parties in or relating to the facts and matters referred to in the Action including, without limitation, claims in respect of the losses and causes of action set out at Schedule 2. The Claimants' Claims shall also include all claims for interest, costs and expenses (including the costs of the PTA Application) and any Like Claims.

"Claimant Steering Committee" shall mean Alan Bates and Kay Linnell.

"Defendant's Counterclaims" shall mean any and all claims or potential claims alleged by the Defendant in its Counterclaim in the Action and/or in any correspondence between the Parties in or relating to the facts and matters referred to in the Action including, without limitation, claims in respect of the losses and causes of action set out at Schedule 2. The Defendant's Counterclaims shall also include all claims for interest, costs and expenses and any Like Claims.

"Effective Date" shall mean the date which is 3 Working Days from the date of this Deed.

"Support Fund" shall mean a fund to be established by the Claimant Steering Committee with the funding payable by the Defendant under clause 2.1.1(C) in order to deal with hardship cases.

"Like Claims" shall mean any and all actual, alleged, threatened, potential or derivative claims, defences, actions, causes of action, lawsuits, counterclaims, set-offs, disputes, demands, charges, liabilities, complaints and matters of whatsoever nature (including any claims for interest, fees, expenses or costs), save for Malicious Prosecution as set out in clause 4.2, that the Claimants or the Defendant or any of their Related Parties have or may have against any other party to the Action or Related Party whether actual, contingent, in relation to past, present or future losses, whether or not presently known to the Parties or any Related Party, whether or not arising from any other change of circumstance of any sort and whether arising out of negligent, wilful or intentional conduct or otherwise. For the avoidance of doubt, the definition of Like Claims is subject always to Clause 4.2.

"Malicious Prosecution" means claims by the Convicted Claimants against the Defendant for malicious prosecution.

"Potential Claimants" shall mean any and all persons, apart from the Claimants, who may seek to bring any actual, alleged, threatened, potential or derivative claim, lawsuit, demand, complaint or charge of whatsoever nature against the Defendant or its Related Parties in any way related to the matters set out in the Amended Generic Particulars of Claim signed on 6 July 2017, the Claimants' Schedules of Information, the lead Claimants' Individual Particulars of Claim and/or in correspondence in or related to the Action, including pre-action correspondence.

"Related Parties" shall mean: any natural or corporate person who has worked in (whether formally or informally) or been involved in any way in the operation or management of any branch (or branches) of the Defendant in respect of which a Claimant has brought a claim in the Action comprising:

- (a) any company in the control of a Claimant;
- (b) any relative of the Claimant (including step-relatives or relatives by marriage, but not including cousins beyond first cousins); and
- (c) any corporate or natural person who was jointly entitled to bring a claim with any claim brought by any Claimant.

"Settled Claims" shall have the meaning given to that term in clause 4.1.

"SPM" shall mean Sub-Postmistress, Sub-Postmaster, Operator, or Postmaster of a Network Branch of the Post Office (whether a natural or legal person) provided that person has entered into a contract with the Post Office.

"Working Day" shall mean any day except a Saturday, Sunday or bank or public holiday in England.

- 1.2 Any reference to this Deed includes the Schedules to it each of which forms part of this Deed for all purposes;
- 1.3 A reference to an enactment, EU instrument or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment, EU instrument or statutory provision and is a reference to that enactment, EU instrument, statutory provision or subordinate legislation as from time to time amended, modified, incorporated or reproduced

and to any enactment, EU instrument, statutory provision or subordinate legislation that from time to time (with or without modifications) re-enacts, replaces, consolidates, incorporates or reproduces it;

- 1.4 A reference to a person shall include a reference to a firm, body corporate, unincorporated association, partnership or to an individual's executors or administrators;
- 1.5 A reference to a clause, sub-clause, paragraph, Schedule (other than to a schedule to a statutory provision) shall be a reference to a clause, sub-clause, paragraph, Schedule (as the case may be) of or to this Deed;
- 1.6 If a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;
- 1.7 References to writing shall include any modes of reproducing words in any legible form and shall include email except where expressly stated otherwise; and
- 1.8 The headings in this Deed are for convenience only and shall not affect its interpretation.

2. SETTLEMENT PAYMENTS

- 2.1 On or by the Effective Date, the Defendant shall pay:

2.1.1 to the Claimants' Solicitors the aggregate sum of:

- (A) £9.5m (nine and a half million pounds sterling) (being £15m (the "**Legal Costs**") less the sum of £5.5m ordered to be paid in respect of the Common Issues Judgment) in respect of legal costs and disbursements;
- (B) £42m (forty-two million pounds sterling) by way of damages, litigation funding, ATE costs or other costs, or other relief claimed in the Action (the "**Settlement Payment**");
- (C) £0.75m (seven hundred and fifty thousand pounds sterling) in respect of the Support Fund (the "**Support Fund Costs**");

by electronic transfer to the client account of the Claimants' Solicitors, the details of which are:

Address:	Freeths Client Account
Sort Code:	GRO
Account No:	GRO
Ref:	GRO

2.1.2 The Legal Costs, the Settlement Payment and the Support Fund Costs are collectively referred to as the "**Cash Settlement Sum**".

- 2.2 The Defendant's obligation to pay the Cash Settlement Sum pursuant to this Deed shall be discharged in full by making the transfers referred to in clause 2.1 above.
- 2.3 Any dispute between the Claimants, the Claimants' Solicitors, the Claimant Steering Group, their litigation funders and/or ATE providers, as to the distribution or apportionment of the Cash Settlement Sum shall have no effect on the discharge to which the Defendant is entitled under clause 2.2 above.

3. NO LIABILITY

Nothing in this Deed shall be construed as an admission by the Defendant of any liability or of the validity of any of the Claimants' Claims or of any facts or matters in relation to any Like Claim.

4. RELEASES AND COVENANTS NOT TO SUE

- 4.1 Save as expressly set out in clause 4.2 below, this Agreement is in full and final settlement of the Action, the Claimants' Claims, the Defendant's Counterclaims and any further claims

which arise out of or are in any way connected to, whether directly or indirectly, the claims or counterclaims made or the facts and matters alleged by any party in the Action (the "Settled Claims").

- 4.2 The Settled Claims shall not include:
- 4.2.1 claims in contract between the Defendant and those Claimants who remain in post as postmasters as set out in Schedule 3 which (a) arise wholly out of facts and matters which took place after the Effective Date of this Deed; and (b) which could not have been brought in the Action; and
 - 4.2.2 claims against the Defendant for Malicious Prosecution.
- 4.3 Upon transfer by the Defendant of the Cash Settlement Sum pursuant to clause 2:
- 4.3.1 the Claimants shall for themselves and for any Related Party (insofar as they are able):
 - (A) fully and finally settle, release, acquit and forever discharge the Defendant from and against the Settled Claims; and
 - (B) covenant not to sue, pursue or proceed against the Defendant in relation to any claim, fact or matter arising from or connected to the Settled Claims; and
 - 4.3.2 the Defendant shall, on its own behalf and on behalf of any of the Defendant's Related Parties:
 - (A) fully and finally settle, release, acquit and forever discharge the Claimants from and against the Settled Claims; and
 - (B) covenant not to sue, pursue or proceed against the Claimants (or any of them) or their Related Parties in relation to any claim, fact or matter connected to the Settled Claims.
- 4.4 The agreement set out in this Deed supersedes and overrides any and all previous agreements between the Parties and any previous court orders relating to the Legal Costs and all other claims relating to other legal costs, expenses and disbursements, save to the extent that such agreements or orders have already been satisfied.
- 4.5 It is acknowledged and agreed that the compromise set out in this Deed was reached by the Parties acting in good faith and that no additional obligation to that effect shall be implied.

5. WARRANTIES AND INDEMNITIES

- 5.1 The Claimants and the Defendant warrant and represent that it has not sold, transferred, assigned or otherwise disposed of its interest in the Settled Claims which might give rise to separate claims.
- 5.2 The Claimants' Solicitors warrant that the Claimants are legally liable to pay the Legal Costs.
- 5.3 Should any Party (other than the Defendant) bring any actions, claims or proceedings against the Defendant or should the Defendant bring any such actions, claims or proceedings against any Party in respect of or in relation to the Settled Claims (for the avoidance of doubt, save in relation to compliance with this Deed), the Party bringing the action, claim or proceedings shall indemnify, and shall keep indemnified, the other Party in respect of any and all costs or liabilities (including any and all legal costs, whether or not those costs would be recoverable apart from the provisions of this clause) incurred in connection with the action, claim or proceedings.
- 5.4 The Claimants' Solicitors warrant that they have the authority and power to enter into this Deed on behalf of the named Claimants in Schedule 1 and to execute the agreement on their behalf. For the avoidance of doubt, the Claimants' Solicitors do not warrant their authority (or that of the Claimants) to bind any party other than the Claimants or the Claimants' Solicitors to the terms of this Deed.

- 5.5 The Claimants' Solicitors represent and warrant that they have provided independent advice to the Claimants (by so advising the Claimant Steering Committee) that they are satisfied that the decision reached to settle on the terms of this Deed was fair and appropriate in all the circumstances.
6. **TOMLIN ORDER**
- 6.1 As soon as is reasonably practicable after the Effective Date, the Claimants' Solicitors shall file the agreed Tomlin Order at Schedule 4, signed by both parties, staying all Settled Claims upon the terms of the schedules thereto, save for the purposes of enforcement of the terms in Part A Confidential Schedule II.
- 6.2 The Defendant shall ensure that it has taken all of the steps set out in Part B of Confidential Schedule II of the agreed Tomlin Order at Schedule 4 before 30 January 2020.
- 6.3 The Claimants shall apply to the Court to discharge the Group Litigation Order dated 22 March 2017 and discontinue all claims in these proceedings with no further order as to costs by no later than 4pm on 31 January 2020, upon compliance by the Defendant with the requirements in Part B of Confidential Schedule II of the agreed Tomlin Order at Schedule 4.
7. **CONVICTED CLAIMANTS**
- 7.1 The Parties acknowledge that:
- 7.1.1 amongst the Claimants are some individuals who have been convicted of criminal offences (the "**Convicted Claimants**") of which approximately 32 have referred their cases to the Criminal Complaints Review Commission (the "**CCRC**");
- 7.1.2 the Convicted Claimants cannot proceed with their claims in the Action for Malicious Prosecution, or with claims which would be barred by *res judicata* by reason of their conviction, unless those convictions are overturned;
- 7.1.3 as part of the settlement set out in this Deed, the Defendant has not made, or agreed to make, any payment to or for the benefit of any Convicted Claimant; and
- 7.1.4 if, for reasons of expediency and to facilitate the settlement of the Action as a whole, those Claimants who are not Convicted Claimants elect to share any part of the Cash Settlement Sum to which they may be entitled with any Convicted Claimant, though not giving either express or implicit approval to such a course, the Defendant acknowledges it is unable to prevent it.
- 7.2 Nothing in this clause 7 shall prevent the Convicted Claimants from pursuing the remedies available to them through the civil courts in relation to claims by them for Malicious Prosecution (but Malicious Prosecution only), or through the CCRC and/or the criminal appellate courts. The Defendant agrees that time will not start to run for the purpose of the Limitation Act 1980 until any conviction is overturned.
- 7.3 The Defendant undertakes that:
- 7.3.1 it shall take advice from leading counsel at the criminal Bar as to how it should proceed with regard to the Convicted Claimants and shall instruct him or her to consider its obligations to the CCRC, to the Crown Prosecution Service, to the Courts and to the public interest and administration of justice insofar as each is relevant in any given case, in relation to the cases of the Convicted Claimants;
- 7.3.2 it shall, at minimum, act upon and follow the legal advice it receives from leading counsel;
- 7.3.3 it shall take no steps to prevent the Horizon Issues Judgment from being handed down, and the Defendant acknowledges that the Convicted Claimants may rely upon it should they so wish;
- 7.3.4 if any Convicted Claimant obtains permission to appeal, the Defendant shall take advice from a leading criminal barrister as to what position the Defendant should

take in relation to the appeal, having due regard to the findings by Mr Justice Fraser in the Common Issues Judgment and in the Horizon Issues Judgment; and

- 7.3.5 in the event that any Convicted Claimant who was prosecuted by the Defendant has his or her conviction overturned in the criminal appellate courts as a result of:
- (A) actions or omissions by the Defendant; and
 - (B) findings or observations made in the Common Issues Judgment or Horizon Issues Judgment

the Defendant will provide that Convicted Claimant with an apology which reflects the basis upon which the conviction was overturned.

- 7.4 The terms of this clause 7 are not an admission of liability or an admission of wrongdoing on the part of the Defendant and, in particular, Royal Mail and the Crown Prosecution Service, neither of whom are parties hereto. Nor are they evidence that any settlement payment was made to any Convicted Claimant in respect of their specific cases.

8. SUPPORT FUND

- 8.1 The Defendant shall pay to the Claimants' Solicitors the Support Fund Costs to enable the Claimant Steering Committee to establish and administer the Support Fund to provide financial relief and assistance in hardship cases including immediate financial hardship as well as individuals suffering from mental health problems (for the avoidance of doubt, including addiction) and stress-related illnesses.
- 8.2 The Support Fund may be used beyond the purposes in clause 8.1 once the Claimant Steering Committee is satisfied that its primary purpose has been served.
- 8.3 The Support Fund shall not be used to fund claims against the Defendant.
- 8.4 Subject to clause 8.3 above, the Support Fund shall be managed and administered by the Claimant Steering Committee in accordance with such procedures that the Claimants and the Claimant Steering Committee shall in their sole discretion decide.
- 8.5 The Defendant shall have no control or oversight over, or responsibility for or liability in respect of, the funding, management, administration or any other aspect of the Support Fund once its obligation to pay the Support Fund Costs has been discharged.

9. SERVING SPMS

- 9.1 The Defendant acknowledges the criticisms that have been made in the Common Issues Judgment about certain of its dealings with its postmasters.
- 9.2 The Defendant is committed to improving its culture and has a new management team which intends to make fair, just and reasonable improvements in accordance with the plan at Schedule 5.
- 9.3 The Defendant agrees to meet with a group comprising 3 members of the Claimant Group on at least a quarterly basis for no less than the next 12 months in order to share, and obtain feedback on its future plans for the improvement of the relationship with postmasters and their customers and to listen to ideas which may facilitate that objective.
- 9.4 The Defendant shall establish an internal group (the "**Historic Shortfall Group**") to deal with shortfalls which arose between 2000 and the Effective Date of this Agreement ("**Historic Shortfalls**"). The purpose of the Historic Shortfall Group shall be to bring finality to all outstanding issues in respect of Historic Shortfalls and to determine, in light of the Common Issues Judgment and the Horizon Issues Judgment (once handed down) whether such shortfalls should be paid, repaid, written off or compromised. The Historic Shortfall Group shall operate in accordance with the terms of reference set out at Schedule 6.
- 9.5 For the purpose of the mediation provision in Schedule 6, the Defendant shall establish a cost-effective and accessible mediation scheme to the satisfaction of Charles Flint QC and Stephen Ruttle QC.

- 9.6 The Defendant shall use reasonable endeavours to resolve any outstanding issues with serving postmasters (including suspended postmasters) who are Claimants in the Action as swiftly as practicable following the identification of those issues by the Claimants and/or the Claimants' Solicitors.
- 9.7 In the event of any issue, difference or dispute arising between the Defendant and a serving Claimant, the Parties shall follow the dispute resolution procedure provided in clause 16.2 below. The Claimant Steering Committee will encourage SPMs who are not Claimants to make use of the dispute resolution procedure.
10. **FORMER SPM CLAIMANTS**
- 10.1 As part of the settlement of the Action, and notwithstanding that SPMs are agents and not employees, the Defendant agrees to consider, in good faith, any request made by any former SPM Claimant for a letter of reference. Any such letter which the Post Office agrees in good faith to provide shall:
- 10.1.1 confirm that the Claimant was appointed as a SPM; and
- 10.1.2 state the duration of his or her tenure.
- 10.2 The SPM concerned shall be entitled, but not obliged, to share with any person seeking a reference the Joint Press Statement (or as the case may be, any letter to be provided to a Convicted Claimant by the Defendant).
- 10.3 Nothing in the above provision precludes any Claimant from asking any individual for a personal reference, nor does it oblige any individual to provide a personal reference.
11. **INSOLVENCY, SECURITY AND CHARGES**
- 11.1 In the case of those Claimants who provide documentary evidence that they are subject to an ongoing bankruptcy or insolvency process, the Defendant agrees, without making any admissions as to the validity of the original claim or proof, and subject to confirmation from the relevant trustee or insolvency officeholder (the "**Officeholder**") that (a) the Officeholder agrees with the proposed course of action and (b) the Defendant shall incur no liability in respect of any fees or costs to either the Officeholder or the Claimant's estate by so doing, that it shall:
- 11.1.1 as soon as practicable following the provision of the name and contact details of the Officeholder, confirm to the Officeholder that it withdraws any claim or proof of debt in respect of unpaid shortfalls arising between 2000 and the Effective Date of this Deed or, alternatively, (but only if it would be permissible and practical to do so) agree to assign the claim or proof of debt to the Claimant in question; and agree, at the Claimant's election:
- (A) to withdraw any claim or proof of debt in respect of unpaid shortfalls arising between 2000 and the Effective Date of this Deed; or
- (B) to sign an appropriate deed of assignment prepared by the Claimant in question, to assign and so assign the claim or proof of debt to the Claimant in question and confirm to the Officeholder that it has so assigned the claim and give such notice of assignment required to give such assignment legal effect;
- 11.1.2 as soon as practicable following the provision of a copy of any charge or other security held by the Defendant and the appropriate paperwork, agree to assign to the Claimant in question (or at his or her election, release) any security it holds in respect of the aforesaid claim or proof.
- 11.2 The provisions of Clause 11.1.1(B) or 11.1.2 shall not oblige the Defendant to take any step unless the relevant Officeholder so agrees. Nor does it make any representation or give any warranty as to the legal effect thereof.
- 11.3 In the case of those Claimants who have been or are the subject of civil proceedings by the Defendant relating to the subject matter of the Action, and / or have charging orders made

against them in favour of the Defendant and / or any other cash or security taken by the Defendant in connection with those proceedings:

- 11.3.1 the Defendant shall take all necessary steps and cooperate in good faith with the Claimants (or any solicitors instructed by them) to expedite the resolution of any such proceedings on a basis consistent with the provisions of this Deed;
 - 11.3.2 in the event that a Claimant notifies the Defendant of any steps he or she requests that the Defendant take to bring about the discontinuance, variation, set aside, discharge or release of any such proceedings, judgment, order or related security, the Defendant shall respond within 14 days or as soon as is reasonably practicable, confirming whether it consents to the request made by the Claimant, such consent not to be unreasonably withheld.
 - 11.3.3 In the event of a dispute following a withholding of consent by the Defendant, the Claimant may elect to resolve that dispute using the dispute resolution procedure set out in Clause 16.2 below.
- 11.4 Any disputes arising out of the Parties' compliance with Clause 11.1 and / or Clause 11.2 shall be subject to the dispute resolution procedure set out at Clause 16.2 below.

12. **CONFIDENTIALITY**

- 12.1 On the Effective Date, the Parties shall jointly release the press statement in the form set out in Schedule 7 to this Deed to the public (the "**Joint Press Statement**").
- 12.2 Each Party undertakes to the other that (unless the prior written consent of the other Party shall first have been obtained) it shall, and shall procure that its officers, employees, advisers and agents shall, keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatever or terms of this Deed or the contents of the discussions and negotiations which have led up to this Deed, save for the contents of the Joint Press Statement (the "**Confidential Information**").
- 12.3 The consent referred to in clause 12.2 shall not be required for disclosure by a Party of any Confidential Information:
- 12.3.1 to its officers, employees, agents, shareholders, in each case, as may be contemplated by this Deed or to the extent required to enable such Party to carry out its obligations under this Deed, who shall in each case be made aware by such Party of its obligations under this clause and shall be required by such Party to observe the same restrictions on the use of the relevant information as are contained in this clause 12;
 - 12.3.2 to its professional advisers (including without limitation its auditors and other accounting advisers, financial advisers and legal advisers) who are bound to such Party by a duty of confidence which applies to any information disclosed;
 - 12.3.3 to the extent required by applicable law or by the regulations of any stock exchange or regulatory or supervisory authority to which such Party is or may become subject to or pursuant to any order of court or other competent authority or tribunal;
 - 12.3.4 in connection with the commencement, pursuit or defence by a Party of any legal proceedings to which any Confidential Information is relevant;
 - 12.3.5 by the Department of Business, Enterprise and Industrial Strategy to the extent its representatives consider such disclosure to be in the public interest;
 - 12.3.6 to the extent that the relevant Confidential Information is in the public domain otherwise than by breach of this Deed by such Party; and
 - 12.3.7 which is disclosed to such Party by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied, in each case:

- (A) in the case of disclosure by the Defendant, subject to written consent from the Claimants' Solicitors; or
 - (B) in the case of disclosure by Parties other than the Defendant, subject to written consent from the Defendant.
- 12.4 If a Party intends, in circumstances contemplated by clause 12.3.3 or 12.3.4, to disclose any Confidential Information such Party shall give to the other Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the other Party, having due regard to the other Party's views, and take such steps as the other Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.
- 12.5 If any Party intends, in circumstances contemplated by clause 12.3.7 to disclose any Confidential Information to a third party such Party shall seek the consent for disclosure of the relevant Party as soon as is practical in the circumstances, but not less than 3 Working Days. The consent of the Party whose consent is being sought shall not be unreasonably withheld.
- 12.6 This Deed shall not be used or referred to in any proceedings between the Parties save for the purposes of enforcing the terms of this Deed or establishing, should it be contested, the existence and/or terms of this Deed.
- 12.7 The Claimants, the Claimants' Solicitors and the Claimants' Steering Committee agree:
 - 12.7.1 not to contradict the Joint Press Statement; and
 - 12.7.2 not to make defamatory statements about the Post Office, in particular any individuals, directors or employees of the Post Office.
- 12.8 The Defendant agrees:
 - 12.8.1 not to contradict the Joint Press Statement; and
 - 12.8.2 not to make defamatory statements about the Claimants.
- 12.9 The Claimants' Solicitors will send an email to all Claimants including a fair-minded encouragement to comply with the obligation in clause 12.7 above and to give due credit to the Defendant for now having resolved this dispute and to make any comments in a moderate and fair-minded way.
- 12.10 Nothing in this clause shall prevent the Claimants' Solicitors from informing or advising the Claimants as to the terms and effect of this Deed or any document referred to therein and / or matters relating to the distribution of any settlement sums received under this Deed.
- 12.11 The Parties agree that the Claimants who attended the mediation are at liberty to disclose that they attended the mediation, that they met the CEO of the Defendant, that they gave their accounts of what had happened to them, and that he had listened attentively and that they were very pleased to have had this opportunity.
- 13. **CONTINUING LEGAL REPRESENTATION / FUNDING**
- 13.1 The Claimants' Solicitors agree:
 - 13.1.1 to inform the Defendant of any Potential Claimants who may agree to the Defendant being so informed, limited to those Potential Claimants of which they are aware on the Effective Date of this Agreement;
 - 13.1.2 not to solicit, advise, represent or fund any Potential Claimants, either directly or indirectly;
 - 13.1.3 not to share any information relevant to the Action that is confidential with any Potential Claimants or any other party;
 - 13.1.4 not to take any steps which might reasonably be expected to encourage Potential Claimants to bring claims based on facts similar to or arising out of those so as to undermine the obligation in the Action (whether in England and Wales or in any other jurisdiction) against the Defendant or its Related Parties; and

- 13.1.5 to make the following statement, and only the following statement or words to materially similar effect, if approached by any Potential Claimants in connection with a possible claim based on facts similar to or arising out of those in the Action:

"[I/we] acted for the Claimants in the Post Office Group Litigation but that litigation has come to an end and [I am/we are] not able to advise you or represent you in relation to any matters related to the subject matter of that litigation. If you are experiencing problems with Post Office or consider you have a claim against Post Office we would encourage you to contact Post Office directly at no cost to yourself, in order to be able to make use of the Dispute Resolution Scheme which Post Office has established to help existing SPMs. You are also free to seek legal advice. You can find a local solicitor via the Law Society website or you might wish to contact the Citizens Advice Bureau who may be able to advise you of some organisations who could assist you."

- 13.2 The Claimant Steering Committee agrees:
- 13.2.1 to take no steps at any stage in the future to solicit or encourage any group litigation by Potential Claimants against the Defendant;
 - 13.2.2 to take no steps at any stage in the future to solicit legal claims against the Defendant; and
 - 13.2.3 not to share any information relevant to the Action that is confidential with any Potential Claimants.

14. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 14.1 No Party may assign the benefit of this Deed at any time and the rights contained herein are personal to the Parties.
- 14.2 Save as expressly provided in this Deed, any person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of any person which exists or is available other than under that Act.
- 14.3 Notwithstanding any other provision of this Deed, the Parties intend that their Related Parties (or any of them) shall have rights to enforce any provision of this Deed in which reference is made to such Related Parties.

15. **SERVICE OF NOTICES**

- 15.1 Any notice to be served on the Defendant under this Agreement:
- 15.1.1 must be in writing and addressed to the Office of the General Counsel; and
 - 15.1.2 shall be served by post or personal delivery at the Defendant's registered address from time to time.
- 15.2 Any notice to be served on any other Party shall be in writing and shall be deemed to be effective if served by post or personal delivery at that Party's business or home address or if it comes to the attention of the party concerned by any other means.

16. **MISCELLANEOUS**

Governing Law

- 16.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

Dispute Resolution

- 16.2 Save as provided for in the agreed Tomlin Order in Schedule 4 (to be sought by the Parties under clause 6), the Parties agree that any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) (the "**Dispute**") shall be resolved as follows, to the exclusion of any other dispute resolution procedure:
- 16.2.1 **Notification**
- The aggrieved party shall notify the other party of the Dispute in writing, providing such reasonable detail as they are able to provide;
- 16.2.2 **Information**
- Within 14 days or as soon as is reasonably practicable, the parties shall provide each other with any obviously relevant information relating to the dispute and any information reasonably available that the other party may request – the parties shall cooperate in identifying such relevant information;
- 16.2.3 **Good Faith Meeting**
- Within 21 days or such longer period as may be agreed between the parties, the parties or their representatives shall meet in good faith with a view to resolving the Dispute amicably between them before any costs are incurred (the "**Good Faith Meeting**");
- 16.2.4 **Escalation Meeting**
- If the Dispute is not resolved as a result of the Good Faith Meeting, either party may within 21 days escalate the dispute to a member of the Defendant's senior management to be nominated by the CEO or the General Counsel who will meet with the parties to seek to resolve the Dispute (the "**Escalation Meeting**");
- 16.2.5 **Mediation**
- The parties to the Dispute shall consider whether to mediate and, if they both agree to do so, shall seek to resolve the Dispute by mediation on such terms as they may agree (the "**Mediation**");
- 16.2.6 **Small Disputes**
- All Disputes for sums totalling not more than £10,000 ("**Small Disputes**") which are not resolved at or as a result of the Escalation Meeting and / or Mediation, shall be resolved by recourse to civil proceedings in the County Court pursuant to the Small Claims Track and shall be subject to the fee scale applicable thereto, and the parties agree not to seek reallocation of the proceedings to the Fast Track or Multi Track;
- 16.2.7 **Larger Disputes**
- All Disputes other than those which are Small Disputes, which are not resolved at or as a result of the Escalation Meeting and / or Mediation, shall be referred to and finally determined by arbitration under the Arbitration Act 1996. The appointing authority shall be Charles Flint QC and Stephen Ruttle QC, the number of arbitrators shall be one, the seat of arbitration shall be London, England and the language of the arbitration shall be English.
- 16.3 For the avoidance of doubt, any Claimant entitled to bring an individual claim for Malicious Prosecution shall do so (whether or not they have attempted mediation to resolve such claim) in the Courts.

Further Matters

- 16.4 This Deed and its Schedules represents the entire understanding and constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.
- 16.5 Each Party confirms that:
- 16.5.1 in entering into this Deed it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Deed; and
- 16.5.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Deed are pursuant to this Deed, and for the avoidance of doubt and without limitation, neither party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, or in, this Deed).
- 16.6 If any provision or part of this Deed is found to be void or unenforceable, it shall be deemed to be deleted and the remaining provisions of this Deed shall continue in full force and effect.
- 16.7 This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 16.8 No variation of this Deed shall be effective unless it is in writing (which for this purpose, does not include email) signed by or on behalf of each of the Parties.
- 16.9 A failure or delay in exercising any right or remedy under this Deed shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Deed shall not constitute a waiver of any other breach.
- 16.10 The Parties acknowledge that damages would not be an adequate remedy for a breach of this Agreement and each Party is entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Deed.
- 16.11 Each of the Parties represents and warrants that they have the power and authority to enter into this Deed.

IN WITNESS whereof this Deed has been entered into on the date first above written.

Executed and delivered as a deed by
the **Claimants** acting by Freeths LLP
in the presence of

CHARLES FLINT QC
Name of witness:

GRO

Signature of witness:

GRO

Address:

Blackstone Chambers
London EC4Y 9BW

Occupation:

Barrister

GRO

Executed and delivered as a deed by
Post Office Limited acting by in the
presence of

Name of witness:

Roopica Williams

Signature of witness:

GRO

Address:

GRO

Occupation:

SOLICITOR

Executed and delivered as a deed by
Freeths LLP acting by in the presence of

CHARLES FLINT QC

Name of witness:

GRO

Signature of witness:

GRO

BLACKSTONE Chambers

Address:

London EC4Y 9BW

Barrister

Occupation:

SCHEDULE 1

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
1	Mr Haji Nadeem Abbas Choudry	GRO	23/02/2017
2	Ms Lesley Abbot	GRO	23/02/2017
3	Mr Naushad Abdulla	GRO	23/02/2017
4	Mrs Oyefju Omotara Adedayo	GRO	23/02/2017
5	Mrs Tabasam Ahmed	GRO	23/02/2017
6	Mr Mohammed Zubair Amir	GRO	23/02/2017
7	Miss Dionne Andre	GRO	23/02/2017
8	Ms Nichola Arch	GRO	23/02/2017
9	Mrs Isabella Armstrong-Wall	GRO	23/02/2017
10	Mr Kamran Ashraf	GRO	23/02/2017
11	Ms Shazia Saddiq (nee Azam)	GRO	23/02/2017
12	Mr Lawrence Glyn Bailey	GRO	23/02/2017
13	Mrs Carol Bains	GRO	23/02/2017
14	Mr Virendra Kumar Bajaj	GRO	23/02/2017
15	Mrs Cynthia Balakumar	GRO	23/02/2017
16	Ms Tracy Felstead (formerly Banks)	GRO	23/02/2017
17	Mrs Jasvinder Barang	GRO	23/02/2017
18	Ms Margaret Bateman	GRO	23/02/2017
19	Mr Alan Bates	GRO	23/02/2017
20	Mr Arun Bhanote	GRO	23/02/2017
21	Mr Revti Raman Bhanote	GRO	23/02/2017
22	Ms Neha Gautum (nee Bhardwaj)	GRO	23/02/2017
23	Ms Ram Pratap Bhardwaj	GRO	23/02/2017
24	Mr Harpreet Singh Bhondi	GRO	23/02/2017
25	Mr Rajinder Bilkhu	GRO	23/02/2017
26	Ms Amanda Julie Bissett	GRO	23/02/2017
27	Mrs Margaret Winifred Boston	GRO	23/02/2017
28	Mrs Evon Botoros	GRO	23/02/2017
29	Ms Janet Bradbury	GRO	23/02/2017
30	Mr Timothy Brentnall	GRO	23/02/2017

Claimant No.	Claimant's Full Name (including title)	Claimant's Home Address	Date of entry on Group Register
31	Ms Sharon Pauline Brown	GRO	23/02/2017
32	Mr Thomas George Brown	GRO	23/02/2017
33	Mr Gary Brown	GRO	23/02/2017
34	Mrs Wendy Vivian Buffrey	GRO	23/02/2017
35	Mr Nathan Vincent Bulch	GRO	23/02/2017
36	Mr Timothy Burgess	GRO	23/02/2017
37	Ms Sarah Burgess-Boyde	GRO	23/02/2017
38	Mr Alan Campbell	GRO	23/02/2017
39	Mr David Carney	GRO	23/02/2017
40	Ms Julie Carter	GRO	23/02/2017
42	Mr Ghazala Chishty	GRO	23/02/2017
43	Mr Bashir Choglay	GRO	23/02/2017
44	Ms Jillia Marian Climo	GRO	23/02/2017
45	Ms Deirdre Connolly	GRO	23/02/2017
46	Mr Adrian Corner	GRO	23/02/2017
47	Ms Wendy Cousins	GRO	23/02/2017
48	Mr Philip Cowan	GRO	23/02/2017
49	Ms Pauline Coyle	GRO	23/02/2017
50	Miss Zoe Dan	GRO	23/02/2017
51	Mr Scott Darlington	GRO	23/02/2017
52	Mr Philip John David Dauncey	GRO	23/02/2017
53	Mr John Dickson	GRO	23/02/2017
54	Mr Sukhwant Dosanjh	GRO	23/02/2017
55	Ms Marion Drydale	GRO	23/02/2017
56	Mr Sathiaselvan Easwarakumar	GRO	23/02/2017
57	Mr Thomas English	GRO	23/02/2017
58	Mrs Nimala Fatania	GRO	23/02/2017
59	Mr Stanley Fell	GRO	23/02/2017
60	Ms Joanne Foulger	GRO	23/02/2017
61	Mr Richard Fairfax Gates	GRO	23/02/2017
62	Mr Harkamel Ghag	GRO	23/02/2017
63	Mr David John Gilbert	GRO	23/02/2017
64	Ms Paula Jane Gorman	GRO	23/02/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
65	Ms Donna Lynn Gosney	GRO	23/02/2017
66	Mr Shamsudin Govani	GRO	23/02/2017
67	Ms Sally Graham	GRO	23/02/2017
68	Ms Alison Hall	GRO	23/02/2017
69	Ms Josephine Hamilton	GRO	23/02/2017
70	Mr Muhammad Haneef	GRO	23/02/2017
71	Mrs Susan Hazzleton	GRO	23/02/2017
72	Mr David Hedges	GRO	23/02/2017
73	Ms Allison Henderson	GRO	23/02/2017
74	Mr Peter Holloway	GRO	23/02/2017
76	Mr Frank Kershaw Holt	GRO	23/02/2017
77	Mrs Gillian Howard	GRO	23/02/2017
78	Mr Graham Howard	GRO	23/02/2017
79	Mrs Elaine Hughes	GRO	23/02/2017
80	Mrs Lynette Jane Hutchings	GRO	23/02/2017
81	Mrs Elaine Illidge	GRO	23/02/2017
82	Ms Colleen Ingham	GRO	23/02/2017
83	Mrs Veronica Dorothy Sheila Irvine	GRO	23/02/2017
84	Ms Karen James	GRO	23/02/2017
85	[Anonymous Order]	[Anonymous Order]	23/02/2017
87	Mr Cledwyn Pierce Jones	GRO	23/02/2017
88	Mr Keith Jones	GRO	23/02/2017
89	Mr Michael Ernest Jones	GRO	23/02/2017
90	Mr Harish Joshi	GRO	23/02/2017
91	Mrs Karen Judd	GRO	23/02/2017
92	Mr Parmod Kumar Kalia	GRO	23/02/2017
93	Mrs Seima Kamran	GRO	23/02/2017
94	Mr Anish Kavi	GRO	23/02/2017
95	Mr Mohammed Khalil	GRO	23/02/2017
96	Mr Antony Afzal Khan	GRO	23/02/2017
97	Mr Amir Khan	GRO	23/02/2017
98	Mrs Mamonah Khan	GRO	23/02/2017
99	Mr Darren James King	GRO	23/02/2017

Claimant No.	Claimant's Full Name (including title)	Claimant's Home Address	Date of entry on Group Register
100	Ms Lorraine Kirkman (nee Piner)	GRO	23/02/2017
102	Ms Susan Knight	GRO	23/02/2017
103	Mr Kamajit Kooner	GRO	23/02/2017
104	Mr Hitesh Korat	GRO	23/02/2017
105	Mr Kamaleswaran Kunabalasingam	GRO	23/02/2017
106	Mr Saifudin Nazarali Kutianawala	GRO	23/02/2017
107	Mr Adrees Latif	GRO	23/02/2017
108	Ms Denise Latrielle	GRO	23/02/2017
111	Mrs Susan Elizabeth Mansfield	GRO	23/02/2017
112	Ms Wendy Martin	GRO	23/02/2017
113	Mr Gary Massey	GRO	23/02/2017
114	Mr Francis Joseph Maye	GRO	23/02/2017
115	Ms Katherine McAlemy	GRO	23/02/2017
116	Mr Donald Roger Mclean	GRO	23/02/2017
117	Miss Tracey Anne Merritt	GRO	23/02/2017
118	Mr Asif Mirza	GRO	23/02/2017
119	Mrs Seema Misra	GRO	23/02/2017
120	Mr John Robert Moir	GRO	23/02/2017
121	Mr Arthur Modd	GRO	23/02/2017
122	Ms Enid Mummery (deceased)	GRO	23/02/2017
123	Mr Nahman Nisar	GRO	23/02/2017
124	Mr Jenny O'Dell	GRO	23/02/2017
125	Ms Mojisola Okuwoga	GRO	23/02/2017
126	Mr Ralph Oliver (a Protected Party by Terri Packwood, his Litigation Friend)	GRO	23/02/2017
127	Mrs Sarah Mary Picton Osolinski	GRO	23/02/2017
128	Mr Damian Peter Owen	GRO	23/02/2017
129	Ms Sandra Anne Owen	GRO	23/02/2017
130	Mrs Wendy Ann Owen (the personal representative of Mr John Owen (deceased))	GRO	23/02/2017
131	Mr Sivanesarajah Pakeerathan	GRO	23/02/2017
133	Mrs Jotika Patel	GRO	23/02/2017
134	Mr Upendra Kumar Patel	GRO	23/02/2017

Claimant No.	Claimant's Full Name (including title)	Claimant's Home Address	Date of entry on Group Register
135	Mr Vipinchandra Patel	GRO	23/02/2017
136	Mr Yogesh Jashbhai Patel	GRO	23/02/2017
137	Mr George Patterson	GRO	23/02/2017
138	Ms Tracy Ann Paynter	GRO	23/02/2017
139	[Anonymous Order]	[Anonymous Order]	23/02/2017
140	Mr Lee Phelps	GRO	23/02/2017
141	Mr Steve Bryan Phillips	GRO	23/02/2017
142	Mr Paul Popov	GRO	23/02/2017
143	Mr Kanagasundara Prince	GRO	23/02/2017
144	Mr Aslam Ramtoola	GRO	23/02/2017
145	Mrs Shahnaz Rashid	GRO	23/02/2017
146	Ms Shirley Rayner	GRO	23/02/2017
147	Mr Thomas Reed Morris	GRO	23/02/2017
148	Mr Mansef Kevin Rees	GRO	23/02/2017
149	Mr Karl Thomas Anthony Reid	GRO	23/02/2017
150	Mr Brian Richardson	GRO	23/02/2017
151	Mr James Richardson	GRO	23/02/2017
152	Mr Alan Riddell	GRO	23/02/2017
153	Mrs Carol Riddell	GRO	23/02/2017
154	Ms Della Robinson	GRO	23/02/2017
155	Ms Megan Robinson	GRO	23/02/2017
156	Mr Ernest Michael Rudkin	GRO	23/02/2017
157	Mr Mohammad Sabir	GRO	23/02/2017
158	Mr Mohammed-Azim Saleem	GRO	23/02/2017
159	Mr Kamal Deep Sandhu	GRO	23/02/2017
160	Ennosel Joseph Dominic Savio	GRO	23/02/2017
161	Ms Siobhan Sayer	GRO	23/02/2017
162	Mr Vinod Kumar Sharma	GRO	23/02/2017
163	Mr Christopher Michael Sharples	GRO	23/02/2017
164	Mr Jarnail Singh	GRO	23/02/2017
165	Mr Kuldip Singh	GRO	23/02/2017
166	Mr Setpal (Paul) Singh	GRO	23/02/2017
167	Mr Gurmit Singh-Gill	GRO	23/02/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
168	Mr Ravinder Pal Singh-Gill	GRO	23/02/2017
169	Miss Janet Skinner	GRO	23/02/2017
170	Mr Brian Skirrow	GRO	23/02/2017
171	Ms Julie Steward	GRO	23/02/2017
172	Ms Elizabeth Stockdale	GRO	23/02/2017
173	Ms Sally Mary Kathleen Stringer	GRO	23/02/2017
174	Ms Pamela Stubbs	GRO	23/02/2017
175	Mr Greg Suszczenia	GRO	23/02/2017
176	Ms Joy Karon Taylor	GRO	23/02/2017
178	Ms Pauline Thomson	GRO	23/02/2017
179	Mr Hardial Singh Tiyyur	GRO	23/02/2017
180	Ms Sandra Tizzard	GRO	23/02/2017
181	Mr Christopher Trousdale	GRO	23/02/2017
182	Ms Jasvinder Uppal	GRO	23/02/2017
183	Ms Lynne Veen	GRO	23/02/2017
184	Mr Guy Vinall	GRO	23/02/2017
185	Mr Terence Walters	GRO	23/02/2017
186	Mr Graham Ward	GRO	23/02/2017
187	Mr Ian Warren	GRO	23/02/2017
188	Mrs Susan Watson	GRO	23/02/2017
189	Mr Paul Thomas James Wavish	GRO	23/02/2017
190	Mr Alan White	GRO	23/02/2017
191	Mr Leslie Stephen Whitehead	GRO	23/02/2017
192	Ms Fiona Whybro	GRO	23/02/2017
193	Ms Rachel Anne Williams	GRO	23/02/2017
194	Ms Margery Lorraine Williams	GRO	23/02/2017
195	Mrs Karen Wilson (the personal representative of Julian Wilson (deceased))	GRO	23/02/2017
196	Mr Peter Edward George Worsfold	GRO	23/02/2017
197	Ms Kym Elizabeth Wyllie	GRO	23/02/2017
198	Mr David Yates	GRO	23/02/2017
199	Ms Kathryn Lois Aberdeen	GRO	25/07/2017
200	Mrs Janice Adams	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
201	Mrs Urvashi Ahluwalia	GRO	25/07/2017
202	Mr Taqeer Ahmed	GRO	25/07/2017
203	Ms Karina Aitchison	GRO	25/07/2017
204	Mrs Samina Ali	GRO	25/07/2017
205	Mr Grant Allen	GRO	25/07/2017
206	Mr Imran Alwarey	GRO	25/07/2017
207	Mr Mohammed Athaif	GRO	25/07/2017
208	Ms Janice Attwood	GRO	25/07/2017
209	Mrs Pritpal Atwal	GRO	25/07/2017
210	Mrs Joan Francis Bailey	GRO	25/07/2017
211	Mr Jatinder Pal Singh Bains	GRO	25/07/2017
212	Mrs Sarbjit Bains	GRO	25/07/2017
213	Mr Sukhwinder Singh Bains	GRO	25/07/2017
214	Bains & Hayre Limited, Related individuals: Claimants 13 and 213	GRO	25/07/2017
215	Mrs Jasvinder Barag the personal representative of Rajbinder Singh Barag (deceased)	GRO	25/07/2017
216	Mrs Penny Barc	GRO	25/07/2017
217	Bargain Booze (Porth) Limited, Related individual: Claimant 481	GRO	25/07/2017
218	Mr Cyril Barnes	GRO	25/07/2017
219	Miss Elizabeth Barnes	GRO	25/07/2017
220	Mrs Angela Vadivambigai Bartholomew	GRO	25/07/2017
221	Mrs Sharon Bennett	GRO	25/07/2017
222	Mr William Betteridge	GRO	25/07/2017
223	Ms Halima Bhamji	GRO	25/07/2017
224	B Joshi Limited, Related individual: Claimant 341	GRO	25/07/2017
226	Mrs Gillian Blakey	GRO	25/07/2017
228	Mr Kenneth Boustead	GRO	25/07/2017
230	Ms Elizabeth Brown	GRO	25/07/2017
231	Mrs Michelle Brown	GRO	25/07/2017
232	Ms Nicole Marie Brown	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
233	Mr Terence Burkitt	GRO	25/07/2017
234	Mrs Julie Byrne	GRO	25/07/2017
235	Mrs Susan Cain	GRO	25/07/2017
236	Mr Ronald Callaghan	GRO	25/07/2017
237	Mr Barry Capon	GRO	25/07/2017
238	Mrs Lynda Carr	GRO	25/07/2017
239	Ms Ana Paula Toniolo Carter	GRO	25/07/2017
240	Mr Lee Castleton	GRO	25/07/2017
241	Mr Jitender Singh Chahel	GRO	25/07/2017
242	Mrs Chantelle Chapman	GRO	25/07/2017
243	Mrs Nancy Chant	GRO	25/07/2017
245	Mr Kwok Keung Cheung	GRO	25/07/2017
246	Mr Ishfak Chohan	GRO	25/07/2017
247	Mr Ravinder Chohan	GRO	25/07/2017
248	Mr Nicholas James Clark	GRO	25/07/2017
249	Ms Julie Cleife	GRO	25/07/2017
250	Mr Christian Clement	GRO	25/07/2017
251	Mrs Pauline Anne Coates	GRO	25/07/2017
252	Convenience Store Limited, Related Individual: Claimant 471	GRO	25/07/2017
253	Mr Stuart Corbidge	GRO	25/07/2017
254	Mrs Christine Patricia Cosgrove	GRO	25/07/2017
255	Mr Derek James Cossey	GRO	25/07/2017
256	Mr Gordon Cowie	GRO	25/07/2017
257	Mrs Christine Creasey	GRO	25/07/2017
258	Mr Gary Crilly	GRO	25/07/2017
259	Mr Satish Dabhi	GRO	25/07/2017
260	[Anonymous Order]	[Anonymous Order]	25/07/2017
261	Ms Louise Dar	GRO	25/07/2017
262	Miss Anna Davies	GRO	25/07/2017
263	Ms Paula Davies	GRO	25/07/2017
264	Mrs Helena Jane Davis	GRO	25/07/2017
265	Mr Chris Dawson	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
266	Ms Mary Sutha Dayanandan	GRO	25/07/2017
267	Mr Richard John Dean	GRO	25/07/2017
268	Dean & Smedley, Limited, Related individual: Claimant 267	GRO	25/07/2017
269	Deckham Deli Ltd, Related individual: Claimant 123	GRO	25/07/2017
270	Miss Julie Dell	GRO	25/07/2017
271	Ms Parmjit Kaur Deo	GRO	25/07/2017
272	Miss Nisa Dhokia	GRO	25/07/2017
273	Mrs Mandy Dickson	GRO	25/07/2017
274	DSB Rangdaar t/a Bargain Booze, Related Individual: Claimant 464	GRO	25/07/2017
276	Mr John Dwyer	GRO	25/07/2017
277	Mr Paul Dyson	GRO	25/07/2017
278	[Anonymous Order]	[Anonymous Order]	25/07/2017
279	Mrs Carol Edmondson	GRO	25/07/2017
280	Mr Martin Charles Elbourn	GRO	25/07/2017
281	Mrs Ayesha Elvins	GRO	25/07/2017
283	Mr Gareth Etheridge	GRO	25/07/2017
284	Mrs Tracey Etheridge	GRO	25/07/2017
285	Mr Eamonn Andrew Evans	GRO	25/07/2017
286	Ms Susan Evans	GRO	25/07/2017
287	Mrs Wendy Anne Evason	GRO	25/07/2017
288	Mr Mujahid ul Aziz Faisal	GRO	25/07/2017
289	Mr David Farry	GRO	25/07/2017
290	Ms Beverley Lynne Fawcett	GRO	25/07/2017
291	[Anonymous Order]	[Anonymous Order]	25/07/2017
292	Mrs Carole Fielding	GRO	25/07/2017
294	Mr Michael Fogarty	GRO	25/07/2017
295	Mrs Jacqueline Foster	GRO	25/07/2017
297	Mrs Menna Garland-Ellis	GRO	25/07/2017
298	Mrs Joanne George	GRO	25/07/2017
299	[Anonymous Order]	[Anonymous Order]	25/07/2017
300	[Anonymous Order]	[Anonymous Order]	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
301	Mrs Christine Edna Goodwin	GRO	25/07/2017
302	Mr John Goodyear	GRO	25/07/2017
303	Mr Andrew Jamie Gordon	GRO	25/07/2017
304	Mr Kenneth John Graham	GRO	25/07/2017
305	Mr Thomas Robert Graham	GRO	25/07/2017
306	Mr William David Graham	GRO	25/07/2017
307	Mr Mahendra Raja Panditha Gunawardana	GRO	25/07/2017
308	Mr Paul William Hamill	GRO	25/07/2017
309	Mrs Suzanne Hare	GRO	25/07/2017
310	Mr Jamie Harries	GRO	25/07/2017
311	Ms Samantha Harrison	GRO	25/07/2017
312	Mr Paul Harry	GRO	25/07/2017
313	Mr Christopher Head	GRO	25/07/2017
314	Mr John Heath	GRO	25/07/2017
315	Mrs Joanne Patricia Hedger	GRO	25/07/2017
316	Miss Moira Hegarty	GRO	25/07/2017
317	Mr Charles Henderson	GRO	25/07/2017
318	Mrs Jeanette Hendrie	GRO	25/07/2017
319	Mrs Anthea Heron	GRO	25/07/2017
320	Mr Kevin Hewitt	GRO	25/07/2017
321	Mr Michael Hill	GRO	25/07/2017
322	Mr Alan Holmes	GRO	25/07/2017
323	Mr John R. Holt	GRO	25/07/2017
324	Mrs Patricia Holt	GRO	25/07/2017
326	Mrs Waheeda Hussain	GRO	25/07/2017
327	Mr Alan Hyam	GRO	25/07/2017
328	Mrs Isabella Hyndman	GRO	25/07/2017
329	Ibstock Community Enterprises Limited, Related individuals: Claimants 156 and 444	GRO	25/07/2017
330	Mr Zahid Iqbal	GRO	25/07/2017
331	Ms Rosalyn Isaac	GRO	25/07/2017
332	Mrs Tracey Irwin	GRO	25/07/2017
333	Mr Stuart James	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
334	Ms Rajpal Kaur	GRO	25/07/2017
335	Ms Sukhjot Jando	GRO	25/07/2017
336	J C Morrison LLP, Related individual: Claimant 392	GRO	25/07/2017
337	Mr Neil Johnson	GRO	25/07/2017
338	Mr Shane Johnson	GRO	25/07/2017
339	Mr Stephen Johnson	GRO	25/07/2017
340	Mr Emyr Jones	GRO	25/07/2017
341	Mr Deepak Joshi	GRO	25/07/2017
342	Mr David Anthony Judge	GRO	25/07/2017
343	Mr Dipek Kanda	GRO	25/07/2017
344	Mrs Baljinder Kaur	GRO	25/07/2017
345	Mrs Inderjit Kaur	GRO	25/07/2017
346	Mrs Kalwant Kaur	GRO	25/07/2017
347	Ms Lakhwinder Kaur	GRO	25/07/2017
349	Mrs Nachhatro Kaur	GRO	25/07/2017
350	Mrs Ravinder Kaur	GRO	25/07/2017
351	Mr Kashmir Kaur-Gill	GRO	25/07/2017
352	Mr Mark Francis Brian Kelly	GRO	25/07/2017
353	Mr Mohammed Asaf Khan	GRO	25/07/2017
354	Mr Mohammed Javid Khan	GRO	25/07/2017
355	Mrs Nisha Khan	GRO	25/07/2017
356	Mr Mailvaganam Kirupakaran	GRO	25/07/2017
357	Mr Satwant Kooner	GRO	25/07/2017
360	Mrs Gita Lawrence	GRO	25/07/2017
361	[Anonymous Order]	[Anonymous Order]	25/07/2017
362	Mr Martin Legat	GRO	25/07/2017
363	Ms Janet Little	GRO	25/07/2017
364	Ms Linda Little	GRO	25/07/2017
365	Ms Pamela Lock	GRO	25/07/2017
366	Mrs Maria Lockwood	GRO	25/07/2017
367	Mr Keith Lofthouse	GRO	25/07/2017
369	Mr Keith Macaldowie	GRO	25/07/2017

Claimant No.	Claimant's Full Name (including title)	Claimant's Home Address	Date of entry on Group Register
370	Mr Brian Macauley, (Claim of B.D.N. Kilmaurs Limited (Claimant Number 528) has been assigned to Mr Brian Macauley on 4 October 2019)	GRO	25/07/2017
371	Mr Davin Madhavji	GRO	25/07/2017
373	Mr Dean Joseph Martin	GRO	25/07/2017
374	Mr Gordon Eric Martin	GRO	25/07/2017
375	Martock Limited, Related individual: Claimant 303	GRO	25/07/2017
376	Mr Velummylum Mathiy	GRO	25/07/2017
377	Mrs Jacqueline McDonald	GRO	25/07/2017
379	Mrs Jacky McEwan	GRO	25/07/2017
380	Miss Tracy McFadden	GRO	25/07/2017
381	Mr Terence McGuinness	GRO	25/07/2017
382	Mr Paul McKay	GRO	25/07/2017
383	Mrs Susan McKnight	GRO	25/07/2017
384	Mrs Doreen McCulliam	GRO	25/07/2017
385	MH & N Services Limited, Related individual: Claimant 490	GRO	25/07/2017
386	Mrs Shamim Bano Mir	GRO	25/07/2017
387	Mr Ednan Mirza	GRO	25/07/2017
388	Mr Manharlal Mistry	GRO	25/07/2017
389	Mrs Fatima Rafique Mohammed	GRO	25/07/2017
391	Mohuns Limited, Related Individual: Claimant 476	GRO	25/07/2017
392	Mr William Robert Morrison	GRO	25/07/2017
393	Mr Alistair Murray	GRO	25/07/2017
394	Mr Colin Mustoe	GRO	25/07/2017
396	Mr Osman Naseem	GRO	25/07/2017
397	Mr Mohammed Nawaz	GRO	25/07/2017
398	Mrs Razia Nawaz	GRO	25/07/2017
399	Mr Alan Nicholas	GRO	25/07/2017
400	Mrs Sajida Noor	GRO	25/07/2017
401	Mrs Haydi O'Brien	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
402	Mrs Dawn Paula O'Connell	GRO	25/07/2017
403	Mr Mahesh Odedra	GRO	25/07/2017
404	Mrs Leona O'Donnell	GRO	25/07/2017
405	Mr Aidan O'Dwyer	GRO	25/07/2017
406	Mrs Amy O'Farrell	GRO	25/07/2017
407	Mr Iain Orr	GRO	25/07/2017
408	Mr Andrew Glenn Owen	GRO	25/07/2017
409	Mrs Wendy Owen	GRO	25/07/2017
411	Mr Kevin Palmer	GRO	25/07/2017
413	Mr Anil Pandit	GRO	25/07/2017
414	Mr Anilbhai Patel	GRO	25/07/2017
415	Mrs Chhaya Patel	GRO	25/07/2017
416	Mr Jagdish Patel	GRO	25/07/2017
417	Mr Jaymesh Patel	GRO	25/07/2017
419	Mr Nemesh Patel	GRO	25/07/2017
420	Anonymity Order	Anonymity Order	25/07/2017
421	Mrs Rasika Patel	GRO	25/07/2017
422	Mr Sanjay Patel	GRO	25/07/2017
423	Mr Viduyat Patel	GRO	25/07/2017
424	Mr Anup Kumar Patny	GRO	25/07/2017
425	Mr Stephen Pengelly-Hoskin	GRO	25/07/2017
426	Ms Yvonne Irene Phillips	GRO	25/07/2017
427	Ms Anna Piggott	GRO	25/07/2017
428	Mrs Barbara Valerie Poole	GRO	25/07/2017
430	Mr Geoffrey Pound	GRO	25/07/2017
431	Mrs Barbara Prescott	GRO	25/07/2017
432	Mr Victor Price	GRO	25/07/2017
433	Mr James Quinn	GRO	25/07/2017
434	Mrs Sharon Quinn	GRO	25/07/2017
435	Mrs Ifat Rahim	GRO	25/07/2017
436	Mr Povinder Singh Rai	GRO	25/07/2017
437	Rainbow Convenience Limited	GRO	25/07/2017
438	Mr Velummlun Rajkumar	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
439	Mrs Stephanie Reilly	GRO	25/07/2017
441	Mrs Sandra Richardson	GRO	25/07/2017
442	Mrs Marceline Rogan	GRO	25/07/2017
443	Mr Gary Rooke	GRO	25/07/2017
444	Mrs Susan Rudkin	GRO	25/07/2017
445	Mr Manjit Singh Rukar	GRO	25/07/2017
446	Mrs Hazel Ryder	GRO	25/07/2017
447	Mr Ashok Sagar	GRO	25/07/2017
448	Mr Mohammed Sajid	GRO	25/07/2017
449	Mr Burhan Fahd Saleem	GRO	25/07/2017
450	Mr Humayun Saleem	GRO	25/07/2017
451	Mr Baljeet Singh Sandhu	GRO	25/07/2017
453	Mr Sukhvinder Sandhu	GRO	25/07/2017
455	Mr Christopher Schnepf	GRO	25/07/2017
456	Mr Darell John Martin Sedgwick	GRO	25/07/2017
457	Mr Terrence Seeney	GRO	25/07/2017
458	Mrs Mary Semple	GRO	25/07/2017
459	Mr Gerald Shadbolt	GRO	25/07/2017
460	Mr Nayan Shah	GRO	25/07/2017
462	Mr Malcolm John Simpson	GRO	25/07/2017
463	Mr Ajmair Singh	GRO	25/07/2017
464	Mr Gurpreet Singh	GRO	25/07/2017
465	Mr Jaswinder Singh	GRO	25/07/2017
466	Mr Kuldeep Singh	GRO	25/07/2017
467	Mr Madan Mohan Singh	GRO	25/07/2017
468	Mr Nirmal Singh	GRO	25/07/2017
469	Mr Pal Singh	GRO	25/07/2017
470	Mr Parmjit Singh	GRO	25/07/2017
471	Mr Steve Sukhvinder Singh	GRO	25/07/2017
472	Anonymity Order	Anonymity Order	25/07/2017
473	Mr Balvinder Singh-Gill	GRO	25/07/2017
474	Mr Gumam Singh-Gill	GRO	25/07/2017
475	Mr Trevor Smedley	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
476	Mr Anthony Smith	GRO	25/07/2017
477	Mrs Janet Smith the personal representative of Mr David Smith (deceased)	GRO	25/07/2017
478	Mrs Bella Sood	GRO	25/07/2017
479	Mrs Fiona Sood	GRO	25/07/2017
480	Mr Jonathan Sowerby	GRO	25/07/2017
481	Mr Mark Spanswick	GRO	25/07/2017
482	Mr Graham George Stanley	GRO	25/07/2017
483	Mr John Edward Stephens	GRO	25/07/2017
484	Mr Andrew Coull Stewart	GRO	25/07/2017
485	Mr John George Stranger	GRO	25/07/2017
486	Mr Ian Straughan	GRO	25/07/2017
487	Mrs Sonya Sultman	GRO	25/07/2017
488	Mrs Sonya Sultman the personal representative of David Graham (deceased)	GRO	25/07/2017
489	Mr Thiagaraja Sumanoharan	GRO	25/07/2017
490	Mr Mark Sutherland	GRO	25/07/2017
491	Mrs Baljit Takher	GRO	25/07/2017
492	Mr Jayesh Tank	GRO	25/07/2017
493	Mrs Ann Tasker	GRO	25/07/2017
494	Mr Julian Taylor-Green	GRO	25/07/2017
495	Margaret Thompson	GRO	25/07/2017
496	Mrs Denise Thompson - Lunt	GRO	25/07/2017
497	Mr David Thornton the personal representative of Amy Thornton (deceased)	GRO	25/07/2017
499	Mrs Jill Trueman	GRO	25/07/2017
500	Mrs Jacqueline Tumber	GRO	25/07/2017
501	Mr Jason Turner	GRO	25/07/2017
502	Mrs Kerry Turner	GRO	25/07/2017
503	Mr John Valentine	GRO	25/07/2017
504	Mr Robert Alan Waite	GRO	25/07/2017
505	[Anonymous Order]	[Anonymous Order]	25/07/2017
506	Mrs Gail Lesley Ward	GRO	25/07/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
507	Mr David John Welch	GRO	25/07/2017
508	Mrs Gillian White	GRO	25/07/2017
509	Mrs Jacolyn Willcox	GRO	25/07/2017
510	Mrs Heather Sarah Williams	GRO	25/07/2017
512	Mr Jeffrey Wilson	GRO	25/07/2017
513	Mrs Paula Winwood	GRO	25/07/2017
514	Mr James Withers	GRO	25/07/2017
515	Mrs Allyson Wood	GRO	25/07/2017
516	Mrs Susan Wood	GRO	25/07/2017
517	Mr William Worton	GRO	25/07/2017
518	Mr William Leslie Wright	GRO	25/07/2017
519	Mr Mohammed Amir Yasin	GRO	25/07/2017
520	Yasin Retail Limited, Related individual: Claimant 519	GRO	25/07/2017
521	Ms Joanna Louise Young	GRO	25/07/2017
522	Mr Nasir Zamir	GRO	25/07/2017
523	Mr Shahzada Tamour Ahmed	GRO	07/12/2017
524	Mr Archie Antil, Related Company: 572	GRO	07/12/2017
525	Mr Brian Arris	GRO	07/12/2017
526	Mrs Sinduja Balasundaram	GRO	07/12/2017
527	Barca Investments UK Limited, Related Individual: Claimant 538	GRO	07/12/2017
528	B.D.N. Kilmaurs Limited, Related Individual: 370	GRO	07/12/2017
529	Mr Parmajit Singh Bhandal	GRO	07/12/2017
530	Mr David Charles Blakey, Previous Claimant Number: 225	GRO	07/12/2017
531	Mr John Anthony Bowman	GRO	07/12/2017
532	Mrs Lisa Margaret Brennan, Previous Claimant Number: 229	GRO	07/12/2017
533	Mr Edward Brown	GRO	07/12/2017
534	Brown's Convenience Ltd, Related Individual: 231	GRO	07/12/2017
535	Celestia Retail Limited	GRO	07/12/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
536	Mr Tariq Chishti, Related Company: 585	GRO	07/12/2017
537	Ms Geeta Choudry	GRO	07/12/2017
538	Mr Mitesh Chouhan, Related Company: 527	GRO	07/12/2017
540	[Anonymous Order]	[Anonymous Order]	07/12/2017
541	Mr Lakhjit Dhami	GRO	07/12/2017
542	Mrs Lesley Gaye Dunderdale, Previous Claimant Number: 275	GRO	07/12/2017
543	Ms Tracey Ann English, Previous Claimant Number: 282	GRO	07/12/2017
544	Mr Richard Andrew Finlow, Previous Claimant Number: 293	GRO	07/12/2017
545	Fortunefort Limited, Related Individual: 494	GRO	07/12/2017
546	Mrs Menna Garland- Ellis and Jonathan Garland the Personal Representatives of Michael Garland (deceased), Previous Claimant Number: 296	GRO	07/12/2017
547	Ms Debbie Hall	GRO	07/12/2017
548	Healthcare Republic Ltd, Related Individual: 207	GRO	07/12/2017
549	Mr Michael Robert Hibbs	GRO	07/12/2017
550	Mrs Marion Holmes in her capacity as the personal representative of Peter Holmes (deceased), Previous Claimant Number: 75	GRO	07/12/2017
551	Mrs Mary Horsley	GRO	07/12/2017
552	Ms Saima Iqbal	GRO	07/12/2017
553	Ms Christine Anne Johnson	GRO	07/12/2017
554	Ms Manjit Kaur, Previous Claimant Number: 348	GRO	07/12/2017
555	Mr Christopher Keast	GRO	07/12/2017
556	Lake Avenue Limited, Related Individual: 403	GRO	07/12/2017
557	Ms Donna Marie Lanaghan, Previous Claimant Number: 359	GRO	07/12/2017
558	Mr Gurdev Mahal	GRO	07/12/2017
559	Mr Tahir Mahmood	GRO	07/12/2017
560	Mrs Tracey Major	GRO	07/12/2017

Claimant No.	Claimant's Full Name (Including title)	Claimant's Home Address	Date of entry on Group Register
561	Ms Deborah Mann, Previous Claimant Number: 372	GRO	07/12/2017
563	Mrs Fiona McQuilliam - Jenkins	GRO	07/12/2017
564	Mr Senepathy Ponnampalam Narenthiran, Previous Claimant Number: 395	GRO	07/12/2017
565	Mr Malik Ansar Nazar	GRO	07/12/2017
566	Nerlux Limited, Related Individual: 376	GRO	07/12/2017
567	Mr Carl Page, Previous Claimant Number: 410	GRO	07/12/2017
568	Mr Divyesh Palana	GRO	07/12/2017
569	Mrs Suzanne Lesley Palmer, Previous Claimant Number: 412	GRO	07/12/2017
570	Mr Rakesh Patel	GRO	07/12/2017
571	Mr Harijayanthan Ponnaiahpillai	GRO	07/12/2017
572	Post & Pack Ltd, Related Individual: 524	GRO	07/12/2017
573	Ms Louisa Powell	GRO	07/12/2017
574	Ms Kathleen Preece	GRO	07/12/2017
575	Mr Ram Ranavaya	GRO	07/12/2017
576	Mr Mohammad Yaseen Rasul	GRO	07/12/2017
577	Mr James Richards, Previous Claimant Number: 440	GRO	07/12/2017
578	Mr James Alan Sanderson	GRO	07/12/2017
579	Sanghera Bros Limited, Related Individual: 454	GRO	07/12/2017
580	SRCC Stores Limited, Related Individual: 333	GRO	07/12/2017
581	Mr Kanapathipillai Sathyan	GRO	07/12/2017
582	Mrs Carole Statham	GRO	07/12/2017
583	Strathardle Trading Community Interest Company	GRO	07/12/2017
584	Sue Hill Limited	GRO	07/12/2017
585	TC Retail Limited, Linked Individual: 536	GRO	07/12/2017
586	Mr Hughie Noel Thomas, Previous Claimant Number: 177	GRO	07/12/2017
587	Mr Robert Thomson	GRO	07/12/2017

Claimant No.	Claimant's Full Name (including title)	Claimant's Home Address		Date of entry on Group Register
588	Mrs Rita Threlfall, Previous Claimant Number: 498	GRO		07/12/2017
589	Ms Nisha Vithlani	GRO		07/12/2017
590	Ms Helen Walker	GRO		07/12/2017
591	Ms Penelope Williams, Previous Claimant Number: 511	GRO		07/12/2017
592	Mr Abrar Yasin	GRO		07/12/2017

SCHEDULE 2

All claims howsoever arising, whether direct or indirect, relating to actual or alleged:

1. Shortfalls
2. Loss of investment and capital losses of any type whatsoever including without limitation losses linked to the purchase, fit-out, stocking, refit, improvement and resale of premises, equipment and stock including those relating to the Claimants' retail and residential premises and including those relating to goodwill
3. All claims for loss of earnings including those arising from suspensions, from failure to give notice, or adequate notice, and for loss of earnings post termination
4. Damage to reputation or stigma including loss of trade, prejudice to future employment or business prospects, loss of credit
5. All personal injuries including anxiety, distress and inconvenience and disappointed expectations
6. Any and all losses related to bankruptcy and all other insolvency procedures
7. Claims for aggravated and exemplary damages
8. Claims for business interruption losses
9. Claims for the cost of litigation funding
10. Claims for restitutionary damages and/or any account of profit or other equitable remedies.
11. All other consequential losses, whether direct or indirect
12. All other losses which could have been claimed in the Action
13. Interest, costs and expenses
14. The Defendant's Counterclaims

Nothing in this Schedule shall be construed or taken to mean that a claim for *Malicious Prosecution* has been settled or compromised in any way.

SCHEDULE 3
CLAIMANTS WHO REMAIN IN POST AS SPMS

Claimant Number	First name/company name	Surname
6	Mohammed Zubair	Amir
13	Carol	Bains
22	Neha	Gautum (nee Bhardwaj)
24	Harpeet Singh	Bhondi
26	Amanda Julie	Bissett
46	Adrian	Corner
49	Pauline	Coyle
54	Sukhwant Singh	Dosanjh
56	Sathiaseelan	Easwarakumar
62	Harkamel	Ghag
67	Sally	Graham
70	Mohammed	Haneef
87	Cledwyn Pierce	Jones
104	Hitesh	Korat
111	Susan Elizabeth	Mansfield
113	Gary	Massey
131	Sivanesarajah	Pakeerathan
133	Jotika	Patel
137	George	Patterson
138	Tracy Ann	Paynter
141	Steve Bryan	Phillips
147	Thomas	Reed Morris
150	Brian	Richardson
151	James	Richardson
173	Sally Mary Kathleen	Stringer
183	Lynne	Veen

Claimant Number	First name/company name	Surname
189	Paul Thomas James	Wavish
202	Tauqeer	Ahmed
209	Pritpal	Atwal
212	Sarbjit	Bains
217	Bargain Booze (Porth) Limited	
218	Cyril	Barnes
223	Halima	Bhamji
224	B Joshi Limited	
232	Nicole Marie	Brown
243	Nancy	Chant
250	Christian	Clement
252	Convenience Store Limited	
256	Gordon	Cowie
268	Dean & Smedley Limited	
271	Parmjit Kaur	Deo
288	Mujahid ul Aziz	Faisal
299	Anonymity Order	
300	Anonymity Order	
304	Kenneth	Graham
309	Suzanne	Hare
312	Paul	Harry
317	Charles	Henderson
319	Anthea	Heron
326	Waheeda	Hussain
329	Ibstock Community Enterprises Limited	
332	Tracey Jane	Irwin
336	JC Morrison LLP	
342	David	Judge
344	Baljinder	Kaur

Claimant Number	First name/company name	Surname
350	Ravinder	Kaur
355	Nisha	Khan
357	Satwant	Kooner
371	Davin	Madhavji
373	Dean Joseph	Martin
375	Martock Limited	
379	Jacky	McEwan
381	Terence	McGuinness
382	Paul Andrew	McKay
388	Manharlal	Mistry
392	William Robert	Morrison
400	Sajida	Noor
414	Anilbhai	Patel
417	Jaymesh	Patel
423	Viduyat	Patel
424	Anup Kumar	Patny
428	Barbara Valerie	Poole
433	James	Quinn
435	Iffat	Rahim
437	Rainbow Convenience Limited	
439	Stephanie	Reilly
443	Gary	Rooke
447	Ashok	Sagar
448	Mohammed	Sajid
460	Nayan	Shah
463	Ajmair	Singh (Singh Dulai)
465	Jaswinder	Singh
468	Nirmal	Singh
470	Parmjit	Singh

Claimant Number	First name/company name	Surname
478	Bella	Sood
491	Baljit	Takher
496	Denise	Thompson - Lunt
502	Kerry	Turner
504	Robert Alan	Waite
521	Joanna Louise	Young
524	Archie	Antil
525	Brian	Arris
527	Barca Investments UK Limited	
534	Brown's Convenience Ltd	
541	Lakh	Dhami
545	Fortunefort Limited	
552	Saima	Iqbal
556	Lake Avenue Limited	
568	Divyesh	Palana
578	James Alan	Sanderson
579	Sanghera Bros Limited	
580	SRCC Stores Limited	
589	Nisha	Vithlani

SCHEDULE 4

DRAFT TOMLIN ORDER

THE POST OFFICE GROUP LITIGATION

**Claim Nos. HQ16X01238, HQ17X02637
& HQ17X04248**

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BEFORE: The Hon. Mr Justice Fraser

B E T W E E N:-

ALAN BATES & OTHERS

Claimants

– and –

POST OFFICE LIMITED

Defendant

***[Draft]* TOMLIN ORDER**

UPON the parties reaching the terms of settlement set out in Confidential Schedule I to this Order in compromise of claims and counterclaims in these proceedings and related matters, save for claims referred to in paragraph 3 below

AND UPON the parties' joint application for grant of an order in the terms set out herein

AND UPON hearing Leading Counsel for the Claimants and Leading Counsel for the Defendant

BY CONSENT, IT IS ORDERED THAT:-

Stay of proceedings

1. Subject to paragraphs 2 to 3 of this Order, all proceedings in this action be stayed upon the terms set out in Confidential Schedule I to this Order, save for the purposes

of enforcement of those terms of settlement that are identified in Part A of Confidential Schedule II to this Order, for which purpose there be liberty to apply.

Discharge of Group Litigation Order and discontinuance of claims

2. The Claimants shall apply to discharge the Group Litigation Order dated 22 March 2017 and discontinue all claims in these proceedings with no further order as to costs by no later than 4pm on 31 January 2020, upon compliance with the requirements in Part B of Confidential Schedule II to this Order.

Malicious prosecution claims by Convicted Claimants

3. Neither the stay in paragraph 1 of this Order, nor the discontinuance provided for in paragraph 2 of this Order, shall prejudice the right of any convicted claimant to bring an individual claim for malicious prosecution which, for the avoidance of doubt, have not been compromised under the terms of Confidential Schedule I to this Order.

Court file

4. Confidential Schedules I and II to this Order shall not be available on the Court File for inspection.

Security for costs

5. The Claimants are released from any requirement under the Order for Security for Costs dated 27 September 2018 to give or maintain security for the Defendant's costs.
6. The Defendant's application dated 16 February 2018 to add Therium Litigation Funding IC as a party to this litigation and for security for costs pursuant to CPR r.25.14 is dismissed, with no order as to costs.

Costs

7. Save as previously ordered in these proceedings, there be no further order as to common or individual costs in these proceedings or as to any costs incurred prior to the date of this Order.

Date:

.....

Freeths LLP
West One, Floor 3
100 Wellington Street
Leeds
LS1 4LT
Ref: JXH/1684/2113818/1/KL

Womble Bond Dickinson (UK) LLP
Oceana House
34-49 Commercial Road
Southampton
SO16 1GA
Ref: AP6/364065.01369

Solicitors for the Claimants

Solicitors for the Defendant

THE POST OFFICE GROUP LITIGATION

**Claim Nos. HQ16X01238,
HQ17X02637 & HQ17X04248**

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

Before The Hon. Mr Justice Fraser

B E T W E E N:-

ALAN BATES & OTHERS

Claimants

– and –

POST OFFICE LIMITED

Defendant

**CONFIDENTIAL SCHEDULE I
TO TOMLIN ORDER**

Confidential Deed of Settlement between the parties dated [date]

THE POST OFFICE GROUP LITIGATION

**Claim Nos. HQ16X01238,
HQ17X02637 & HQ17X04248**

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

Before The Hon. Mr Justice Fraser

B E T W E E N:-

ALAN BATES & OTHERS

Claimants

– and –

POST OFFICE LIMITED

Defendant

**CONFIDENTIAL SCHEDULE II
TO TOMLIN ORDER**

PART A

**The following are the terms of settlement in the Confidential Deed of Settlement
which are enforceable by the Court under Paragraph 1 of this Order:**

1. Section 2 (Clauses 2.1 to 2.3);
2. Section 4 (Clauses 4.1 to 4.4);
3. Section 12 (Clauses 12.1 to 12.8); and
4. Section 13 (Clauses 13.1.2 and 13.1.3).

PART B

The requirements referred to in paragraph 2 of this Order are:

1. Receipt of the Cash Settlement Sum under Clause 2.1 of Confidential I to this Order;
2. Receipt by the Claimants' Solicitors of a letter from solicitors acting for the Defendant confirming that Leading Counsel has been instructed in accordance with Clause 7.3.1 of Confidential Schedule I to this Order;
3. Release of the Joint Press Statement referred to in Clause 12.1 of Confidential Schedule I to this Order;
4. Receipt by the Claimants' Solicitors of confirmation that the Defendant has established a mediation procedure for the purposes of Clause 9.5 of Confidential Schedule I to the satisfaction of Charles Flint QC and Stephen Ruttle QC.

SCHEDULE 5

PLAN FOR IMPROVEMENTS

A. New On-boarding processes:

1. **More Training** – in addition to on-site / in-branch training opportunities, classroom training is now available 5 days a week at 18 classroom sites across the country.
2. **More Trainers** – the investment in training has increased, with a team now comprising 18 classroom-based trainers and 40 on-site / in-branch trainers.
3. **New Training Modules** – new training modules have been introduced which target specific products (e.g. ATMs and Lottery), and branch accounting and balancing.
4. **New Business Support Managers** – this new role has been created so that each new SPM has a dedicated Business Support Manager available to assist them during their first 6 months of service, with the option of further support after that time if required. There are 20 Business Support Managers.
5. **New Handover Process** – Business Support Managers formally handover branch support activity to dedicated Area Managers once a capability assessment has been completed, which addresses matters including Horizon navigation, branch accounting and balancing, and cash declarations and management.

B. New Branch Support model:

6. **SPM Engagement** – new channels are being explored to increase the levels of engagement with SPMs which create opportunities to listen and share.
7. **New Area Managers** - 94 new Area Managers have been deployed to support SPMs' day to day activities, providing each and every SPM with a named individual allocated to their branch, who will visit the branch through the course of the year and can be called on to discuss matters concerning their specific branch.
8. **New Branch Support Tools** – a new set of tools is being developed to help SPMs with the health of their business as a whole (i.e. not just the Post Office), including P&L, customer experience and store design.
9. **Increased Agent Remuneration** – a further £20m has been invested in agents' remuneration for 2020/21, on top of the £17m p.a. increases for banking, fixed remuneration for community branches, Mailwork services and Mails products.
10. **Transaction Corrections** - new quality control has been implemented for clarity and accuracy in Transaction Corrections.
11. **Transaction Correction Disputes Team** – a dedicated team has been mobilised to help SPMs if they do not agree with a Transaction Correction.
12. **Tier 2 Branch Support** - dedicated Case Handlers have been appointed to investigate discrepancies if a Tier 1 call is unable to resolve the issue.
13. **Horizon Knowledge Based Faults (KBFs, formerly known as KELs)** – work has been undertaken jointly with IT and Fujitsu to identify known faults from Knowledge Based Articles (KBAs) and Knowledge Based Information (KBI).
14. **KBF Process** – a new process has been formalised which the Branch Support, Loss Prevention and Area Manager teams can use to help identify faults when a SPM reports a discrepancy.
15. **Branch Insight Tool** – operational performance information is now available to all Area Managers and Branch Support teams to facilitate supportive discussions with SPMs around operational activity.

C. **New approach to Branch Losses:**

16. **End-to-end process review** – we have re-baselined all processes relating to branch losses including changes to discrepancy letters, options to dispute discrepancies and discontinuance of practice of automatically deducting from remuneration.
17. **New Loss Prevention Function** – a new business function has been established which is dedicated to mitigating risks of branch losses.
18. **Loss Prevention Case Workers** – a new team has been mobilised to administer the end-to-end audit process and maintain clear, consolidated and consistent information for each individual case.
19. **Audit Attendance** - all audits are now attended by a minimum of two auditors to promote consistency and accuracy.
20. **Audit Rationale Document** – a new document explaining why an audit has been scheduled is now shared with the branch operator at the start of an audit.
21. **Telephone Quality Assurance** – a new process has been implemented to receive post-audit feedback from branches.
22. **Revised case management process** - new processes have been introduced to improve speed of resolution for suspension cases.
23. **Contract management restructure** – teams have been restructured to improve decision-making speed and consistency in suspension, termination and reinstatement cases.
24. **Loss Recovery Call Monitoring** - telephone calls are now being monitored for quality and consistency.
25. **Retail Crime Support** – increased support is being provided to SPMs to promote security compliance and reduce retail crime risks.

SCHEDULE 6

TERMS OF REFERENCE

The following shall be the key terms of reference of the Historic Shortfall Group which may be supplemented and/or amended by written and countersigned agreement between the parties:

1. Post Office shall establish a group led by the Post Office General Counsel and/or a senior manager to deal with any issues in respect of shortfalls which arose between 2000 and the Effective Date of this Agreement (the "**Historic Shortfall Group**");
2. The purpose of the Historic Shortfall Group shall be to set up a scheme (the "**Historic Shortfall Group Scheme**") to bring finality to SPMs in respect of all outstanding issues in respect of shortfalls incurred between 1 January 2000 and the Effective Date of this Agreement ("**Historic Shortfalls**") and to determine, in light of the Common Issues Judgment and the Horizon Issues Judgment (once handed down) whether such shortfalls should be paid, repaid or written off;
3. **Notification:** Within 3 months of the communication to SPMs of the Historic Shortfall Group Scheme, any person wishing to apply to join that scheme (the "**Applicant**") shall notify Post Office in writing of any outstanding issues in respect of historic shortfalls setting out the basis for the application with sufficient evidence. This should be addressed to the Office of the General Counsel and may be sent by post or personal delivery to Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ;
4. **Information:** Within 14 days or as soon as is reasonably practicable, the parties shall provide each other with any obviously relevant information relating to the dispute and any information reasonably available that the other party may request – the parties shall cooperate in identifying such relevant information;
5. **Evaluation and investigation:** The Historic Shortfall Group shall evaluate and investigate each case and establish a mechanism for the provision of further information if required;
6. **HSG Good Faith Meeting:** As soon as is practicable the Historic Shortfall Group shall meet with the Applicant and endeavour to resolve in good faith all issues regarding any outstanding shortfalls in good faith and in a manner that takes into account the legitimate interests of Post Office and the Applicant (the "**HSG Good Faith Meeting**");
7. **HSG Escalation Meeting:** If the dispute is not resolved as a result of the HSG Good Faith Meeting, either party may within 21 days escalate the dispute to a member of the Defendant's senior management to be nominated by the CEO or the General Counsel who will meet with the parties to seek to resolve the dispute (the "**HSG Escalation Meeting**");
8. **Mediation:** If the dispute is not resolved as a result of the HSG Escalation Meeting, the parties agree to seek to resolve the dispute under the cost-effective and accessible mediation scheme as established by the Defendant;
9. **HSG Small Disputes:** All Disputes for sums totalling not more than £10,000 which are not resolved at or as a result of the Mediation, shall be resolved by recourse to civil proceedings in the County Court pursuant to the Small Claims Track and shall be subject to the fee scale applicable thereto and the parties agree not to seek reallocation of the proceedings to the Fast Track or the Multi Track;
10. **HSG Larger Disputes:** All Disputes for sums totalling in excess of £10,000 which are not resolved at or as a result of the Mediation, shall be referred to and finally determined by arbitration under the Arbitration Act 1996. The appointing authority shall be Charles Flint QC and Stephen Ruttle QC, the number of arbitrators shall be one, the seat of arbitration shall be London, England and the language of the arbitration shall be English.

SCHEDULE 7

JOINT PRESS STATEMENT

The Parties to the Group Litigation in Bates v Post Office are pleased to report that they have reached a comprehensive resolution to their long-running litigation in the High Court, following several days of respectful, challenging, and ultimately successful mediation during which the parties engaged with each other in good faith.

The Post Office would like to express its gratitude to claimants, and particularly those who attended the mediation in person to share their experiences with us, for holding us to account in circumstances where, in the past, we have fallen short and we apologise to those affected.

The Post Office is committed to applying the lessons it has learnt. Its new Chief Executive Officer, who joined in September and led this drive to a mediated resolution, is undertaking an ambitious and sustained programme of changes to the Post Office's relationship with postmasters whose role we recognise as being core to our future success. We look forward to working in genuine partnership with postmasters to seize the opportunities ahead of us and to continue to serve communities across the country.

Post Office Chairman, Tim Parker, said:

"We are grateful to the claimants for taking part in this mediation and agreeing a settlement, bringing the Group Litigation to a close. I am grateful to Nick Read for his important engagement in the mediation process. We accept that, in the past, we got things wrong in our dealings with a number of postmasters and we look forward to moving ahead now, with our new CEO currently leading a major overhaul of our engagement and relationship with postmasters."

Nick Read commented:

"I am very pleased we have been able to find a resolution to this longstanding dispute. Our business needs to take on board some important lessons about the way we work with postmasters, and I am determined that it will do so."

We are committed to a reset in our relationship with postmasters, placing them alongside our customers at the centre of our business. As we agree to close this difficult chapter, we look forward to continuing the hard work ahead of us in shaping a modern and dynamic Post Office, serving customers in a genuine commercial partnership with postmasters, for the benefit of communities across the UK."

Alan Bates commented:

"The Steering Committee would like to thank Nick Read, the new CEO of Post Office, for his leadership, engagement and determination in helping to reach a settlement of this long running dispute. During the mediation, it became clear that he intends to reset the relationship between the Post Office and its Subpostmasters and put in place new processes and support for them, as part of a wider programme of improvements."

It would seem that from the positive discussions with Post Office's new CEO, Nick Read, that there is a genuine desire to move on from these legacy issues and learn lessons from the past."