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**From:** Calum Greenhow [GRO]  
**Sent:** Tue 03/10/2023 8:36:11 AM (UTC)  
**To:** Calum Greenhow [GRO]  
**Subject:** FW: Threats

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**From:** Ian Park [GRO]  
**Sent:** Thursday, November 24, 2016 4:14 PM  
**To:** Jenna khalfan [GRO]  
**Cc:** George Thomson [GRO]; Philip Bloor [GRO]  
**Subject:** Threats

Hi Jen,

I took some notes as we went today, thought they might help. They are preceded by some notes from the last NC meet when we discussed the topic

Regards,

Ian

Threats

No solution offices

- Loss of CTP
- Loss of compensation
- Reduced general remuneration
- Reduced capacity to assist transformation

Locals

- Reduced general remuneration
- Reduced profile- how important to Spmr,
  - How important can to POL
  - How important and how perceived by public

Mains

- Reduced general remuneration
- Loss of enhanced rates
- Transfer to alternate site, or to "local" contract without compensation

All

- Loss of support function as POL retract centrally
- Pressure to extend hours or maintain extended but non viable hours.
- Uncontrolled extension of the Network

Consideration

- Did POL mis-sell offices especially mains
- Were Spmr's over promised on new work and retained work
- Were offices convinced to convert on unrealistic terms and /or without retail.
- Any legal redress as individuals or class action

Has NT money been mis used? Would National Audit office be interested  
Are smaller offices entitled to minimum wages  
Press campaign  
Public campaign

Meeting BWB 24/11

Hope for best ,prepare for worst.

3 main issues

PV talk of 2000 new

Rates of pay (profit forecast)

NT 2

Internal challenge where possible. External has implications. What are boundaries.

Keeping payments up to date - agreement says 30 days after request, unless disputed. Need to agree quarterly in advance. Up to date now except for retail team. That contract needs to be dependent on our payments from POL.

Judicial review of NT.

Review of restrictions policy

National audit office review of expenditure on branches.

Mis-selling based on pay rates and FOoG

Residual value of old style contracts

Worker status in smaller offices. Living wage, hols, sick pay.

No consultation on possible changes. What are the obligations under the Grant? Do we ask for consultation?

Ideally need Auto enrolment before fall out. Lever is Retail Team. But cannot run on too long or we lose timeframe.

GT had meeting with BIS and Callard, thinks some of the press stuff is aspiration, also that NSP will continue at lower rate for some time.

Will NT2 allow no solution offices to leave? E.g. A mobile for a bricks & mortar Will they guarantee office A if new office B takes away business?

Julian

PO Act says it must be public or mutual, not private, mutual would include agents and their representatives. Thinks statute would have to be changed to privatise.

Expansion. Compare intent of NT to actuality. Contracts required individuals to make decisions based on premise of NT and POL consistency. If that changes could be a challenge, but not certain. Previous pressure worked, maintain position. NT was predicated on maintaining about 11500 offices. Is there an obligation to discuss plans with NFSP? **5.1 says have to discuss anything likely to create tension.**

NFSP are recognised as representative body and entitled to sufficient time to consider.

Want a letter regarding late payments.

Need advice on internal/external issues.

Contradiction between 5.2 & 5.3. Beware of clawback event. Letters should say we are in 5.2, if you break agreement that is wrong and build up record. Preempt claims of being in breach of 5.3.

Be positive about the benefits of the agreement for us to represent Postmasters.

Contractual right to represent.

Both parties have responsibilities to identify points of tension and try to resolve.

Legal action is specifically a point for breaking agreement.

Can invoke escalation clause.

Have rights to represent Postmasters under individual contracts if not under Grant Agreement.

Mains contract reads like a franchise agreement, not employment. May also be agency rights. For some could also have employee rights despite contract terms.

Restrictions policy allows for overall coverage, but premise is no competition between offices, expansion creates direct competition. NFSP can support expansion into genuine deserts but not in competition with existing offices.

No dispute resolution process in Postmasters contract, so only recourse is NFSP.

Miss selling issues. Especially for on site conversions of mains who put in 5 year plan based on POL predictions. Also smaller offices on traditional contract and some community offices.

Any issues with mis-use of public money. Relatively easy to find and FOI could help. Business decision can be good or bad but negligence is different.

Want ammunition prepared, on what basis? Consider options in a little more depth and also advise on which to use and when all at once or individually. What are our substantive concerns including likely short timeframes, prepare responses so we can respond quickly.

Judicial review very difficult to do, easy to defend

Sent from my iPad