

[TO GO ON POST OFFICE HEADED PAPER]

Ron Warmington & Ian Henderson  
Second Sight Support Services Limited  
Tythe Farm  
Maugersbury  
Cheltenham  
Gloucestershire  
GL54 1HR

[Insert date]

Dear Ron and Ian

**Engagement Letter in relation to the Initial Complaint Review & Mediation Scheme (the "Scheme")**

Thank you for agreeing to be part of the Scheme and for the work you have undertaken to date.

2. **BACKGROUND**

- 2.1. The Scheme has been set up to try to achieve the mutual and final resolution of a Subpostmaster's concerns about Horizon and any associated issues.
- 2.2. Second Sight Support Services Limited ("**Second Sight**" or "**you**") has agreed to be a member of the "**Working Group**" whose role it is to oversee the Scheme and to assist in investigating individual Subpostmaster complaints.
- 2.3. This letter and its schedules will form the basis of instructions and the terms of Second Sight's appointment by Post Office Limited ("**Post Office**") to provide Services to the Working Group in relation to the Scheme.

3. **DEFINITIONS**

In this letter:

- 3.1. "**Confidential Information**" means the POL Information, the Scheme Information, this letter and any and all information relating to the Services which has been, is now or is at any time after the date of this letter disclosed or made available by Post Office, its Representatives or a third party to Second Sight, its Representatives or any other person at the request of Second Sight but shall not include information which is accessible from public sources other than as a result of disclosure in breach of this letter by Second Sight or its Representatives.
- 3.2. "**Data**" means any POL Information or Scheme Information which constitutes Personal Data and which Second Sight is processing as part of its Services.
- 3.3. "**Personal Data**", "**processing**", "**Data Controller**", "**Data Processor**" and "**Data Subject**" have the same meanings as they have in the Data Protection Act 1998 ("**the Act**").
- 3.4. "**POL Information**" means all data and information belonging or licensed to Post Office; and all other proprietary or confidential information relating to the POL Software; and all other proprietary or confidential information relating to Post Office's business, operations, technology and processes which is owned by, licensed to or in the possession of Post Office.

- 3.5. **"POL Software"** means the IT system and software known as Horizon, along with its operating practices, which is used by Post Office.
- 3.6. **"Regulator"** means any competent authority that may regulate the use or processing of Data including without limitation the Information Commissioner's Office.
- 3.7. **"Representative"** means in relation to any party, any professional adviser including legal adviser, director, officer, permanent employee of it, contractor engaged by it or consultant to it.
- 3.8. **"Scheme Information"** means any information relating to the Scheme disclosed by Post Office, a Subpostmaster or a third party, including but not limited to, the applications submitted by Subpostmasters and Post Office's investigation findings concerning the applications submitted by Subpostmasters.
- 3.9. **"SS Directors"** means, jointly and severally, Mr Ronald Warmington and Mr Ian Henderson.
- 3.10. **"SS Personnel"** means any firm, company, person, entity or third party who SS has engaged to provide the Services including without limitation its directors (including the SS Directors), officers, employees, workers, agents, contractors, sub-contractors and representatives.
- 3.11. **"Subpostmaster"** means any agent/franchisee operating on a contract for services with Post Office or a counter clerk employed directly by Post Office whose applications to the Scheme has been accepted.

#### 4. **SERVICES TO BE PROVIDED**

- 4.1. Details of the Services you will provide are set out in the Scope of Services Schedule attached to this letter.
- 4.2. Second Sight shall provide the Services until Post Office gives written notice to Second Sight to cease providing the Services.

#### 5. **FEES AND INVOICING**

- 5.1. Post Office agrees to pay Second Sight the fees set out in the Fee Schedule to this letter.
- 5.2. Second Sight will send invoices and a breakdown of the fees and disbursements it has incurred on a monthly basis to Belinda Crowe at Post Office.
- 5.3. Post Office shall pay Second Sight's invoices within 45 days of receipt.

#### 6. **CONFIDENTIALITY**

- 6.1. Second Sight and the SS Directors shall:
  - 6.1.1. keep secret all Confidential Information (unless prior written consent is given by Post Office, such consent being in Post Office's absolute discretion);
  - 6.1.2. use the Confidential Information only for the Services (unless prior written consent is given by Post Office, such consent being in Post Office's absolute discretion);

- 6.1.3. not copy, adapt or otherwise reproduce the Confidential Information except as is strictly necessary for the purposes of undertaking the Services or as required by law; and
  - 6.1.4. upon demand procure the destruction and/or return to Post Office of all copies of any documents and material held by Second Sight and/or SS Personnel which incorporate any Confidential Information (except such documents or material that Second Sight is required by law to retain).
- 6.2. Second Sight and the SS Directors acknowledge that as a result of undertaking the Services, they will be privy to the Confidential Information and that (absent prior written consent from Post Office, such consent being in Post Office's absolute discretion) it would be a breach of the obligations at 6.1 if at any time during and after the conclusion of the Scheme, Second Sight and/or the SS Directors were to act, directly or indirectly, in any capacity (whether for any former or current Subpostmaster or a competitor of Post Office or otherwise) against Post Office or any of its officers, directors or employees.

## 7. **DATA PROTECTION**

- 7.1. The parties acknowledge that Post Office is the Data Controller of the Data and Second Sight is a Data Processor of the Data.
- 7.2. Second Sight shall not transfer any Data outside of the UK without the prior written consent of Post Office.
- 7.3. If Second Sight receives any complaint, notice or communication from a Data Subject or a Regulator which relates directly or indirectly to the Data, it shall immediately notify this fact to Post Office in writing and it shall provide Post Office with full co-operation and assistance in relation to any such complaint, notice or communication.
- 7.4. Second Sight shall immediately notify Post Office in writing of any unlawful or unauthorised processing of the Data or if any Data is disclosed in breach of this Agreement or if any Data is lost or damaged; and shall provide Post Office with full co-operation and assistance in investigating and/or remedying any of the aforementioned situations.
- 7.5. Second Sight shall at all times only use the Data in compliance with all applicable laws, enactments and regulations including without limitation the Act.
- 7.6. Second Sight shall put in place and maintain appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of the Data or the accidental loss or destruction of, or damage to, the Data including without limitation ensuring that:
  - 7.6.1. technical (eg. automatic data encryption controls for portable devices and removable media) or procedural (eg. policies and user awareness) controls are in place for all portable devices (e.g. laptops, tablets, etc.) and removable media (e.g. CDs, DVDs, USB data keys, back-up tapes) that contain Data; and
  - 7.6.2. appropriate and adequate physical access control mechanisms are in place to prevent unauthorised access to the Data.
- 7.7. Second Sight shall be responsible for the cost, implementation, change management, support and maintenance of any physical property and/or information technology systems needed by Second Sight in order to comply with its obligations under this clause.
- 7.8. Second Sight shall procure that all Second Sight Personnel comply with, and are bound by the terms of a written contract with Second Sight to comply with, the obligations in this clause 7.\_

8. **PUBLICITY**

- 8.1. Without the prior written consent of Post Office (such consent being in Post Office's absolute discretion) Second Sight and the SS Directors agree not to:
- 8.1.1. publicly discuss the Scheme, its Fees or its Services (including but not limited to any discussions with the media) during or after its engagement and involvement in the Scheme.
- 8.1.2. refer or publicise to third parties Second Sight's or the SS Directors' involvement in the Scheme, for example in publicity material, newsletters or briefings.
- 8.2. The requirements under this, clause 6, will continue in force after the conclusion of the Scheme and the termination of Second Sight's appointment.

9. **GENERAL**

- 9.1. This agreement is governed by English law.
- 9.2. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 9.3. The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 9.4. Any variation of this agreement shall be in writing and signed under hand by or on behalf of each party.
- 9.5. The obligations under clauses 6, 7 and 8 will continue in force after the conclusion of the Scheme and the termination of Second Sight's appointment to provide the Services.

10. **AGREEMENT**

- 10.1. Please sign and return the enclosed copy letter to confirm your agreement to proceed on the basis outlined in this letter.
- 10.2. If we do not receive a signed copy of this letter but you continue to carry out any of the Services, you are deemed to have accepted the terms of this letter.

Yours sincerely

**Chris Aujard**

**For and on behalf of Post Office Limited**

We confirm that we accept the terms of this letter and its schedules.

Signed:

Date:

Ron Warmington, in his personal capacity and for an on behalf of Second Sight Support Services Limited

Signed:

Date:

Ian Henderson, in his personal capacity and for an on behalf of Second Sight Support Services Limited

### **SCOPE OF SERVICES SCHEDULE**

1. Post Office wishes to appoint, and Second Sight agrees to be appointed, as an independent forensic accountant whose role shall be to:
  - 1.1. attend on the Working Group as and when required;
  - 1.2. to advise on the format, style and content of the documents which are submitted by Post Office and/or Subpostmasters during the Scheme with a view to achieving the objectives of the Scheme;
  - 1.3. to investigate Subpostmaster's complaints that have been accepted into the Scheme with the aim of providing:
    - 1.1.1. an assessment of points of common ground between Post Office and a Subpostmaster;
    - 1.1.2. an assessment of points of disagreement between Post Office and a Subpostmaster;
    - 1.1.3. where there is disagreement, a logical and fully evidenced opinion on the merits of a Subpostmaster's complaint where it is possible to do so;
    - 1.1.4. a summary of any points on which it is not possible to offer a fully evidenced opinion due to a lack of evidence / information;
    - 1.1.5. a view on whether a case is suitable for mediation;
  - 1.4. to assist with any reasonable requests made by the Working Group and/or Post Office.  
(together "**the Services**")
2. For the avoidance of doubt, the Services do not include:
  - 2.1. investigating or opining on:
    - 2.1.1. matters that have not be directly raised by a Subpostmaster;
    - 2.1.2. the efficacy or safety of any criminal investigation, prosecution or conviction of a Subpostmaster;
    - 2.1.3. Post Office's prosecution policies or strategies;
    - 2.1.4. the terms of any Subpostmaster's contract with Post Office or Post Office's contract management processes;
    - 2.1.5. the merit or quantum of any consequential losses suffered by a Subpostmaster;
    - 2.1.6. any settlement that has been or could be reached between Post Office and a Subpostmaster;
    - 2.1.7. any legal liability that Post Office may have to a Subpostmaster or vice versa.
  - 2.2. attending, or assisting in the preparation for, any mediation; or
  - 2.3. rendering a report or opinion on the general suitability or integrity of the Horizon system.

3. It is recognised that the Services need to be provided within the cost and time constraints of the Scheme as a whole and that therefore Second Sight is not required to definitively determine every issue raised by a Subpostmaster but rather is required to reasonably investigate and, where appropriate, offer an opinion on the key issues in dispute between a Subpostmaster and Post Office.
4. Although Post Office is engaging Second Sight, Second Sight is to act independently in providing the Service and any assessment or opinion given by Second Sight shall be neutral and without bias.
5. In providing the Services, Second Sight shall:
  - 5.1. act with the skill and care expected of qualified accountants experienced in investigating the type of matters raised through the Scheme;
  - 5.2. conduct the Services in an efficient manner and with a view to ensuring that the costs of the Scheme are reasonable;
  - 5.3. use its reasonable endeavours to comply with any deadlines or timeframes set by the Working Group; and
  - 5.4. not sub-contract any part of the Services without Post Office's prior written consent (not to be unreasonably withheld or delayed).

**FEE SCHEDULE**

***[TO BE AGREED]***

**I will follow with the latest invoice which sets out the hourly rate. If possible we should confine this to investigative work (admin work to be completed by PO)**

**Reasonable expenses to attend WG meetings**