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INITIAL COMPLAINT REVIEW AND MEDIATION SCHEME SETTLEMENT ANALYSIS

Background Information

Applicant details	Claim no.	M067
	Name	Mr Guy Vinall
	Branch	Funtington
Loss position	Branch loss	£27,991.21
	Date of loss	Not stated by Applicant but indications from the Applicant are that losses began accruing after the Applicant's accident in 2005 meaning the period of loss is 2005 to 2009.
	Debt position	The Applicant's father repaid the figure revealed by the audit which was conducted on 14 October 2009 (i.e. £28,298.00) but was later refunded a sum of £306.79 following a later audit of the branch meaning the total debt paid was £27,991.21.
	Consequential losses claimed	The Applicant has referenced the following consequential losses but has not detailed any sum in respect of the alleged losses: 1. Lost contract; 2. POL remuneration; 3. Closure of the Post Office; and 4. Lost footfall for the Applicant's shop.
Contract / termination position	SPMR / employee / other	SPMR
	Former or current SPMR?	Former
	Termination route	Summarily Terminated
	Termination date	5 January 2010
Applicant position	Bankrupt / IVA?	No
	Prosecuted?	No
	Outcome of criminal prosecution	N/a
	Civil proceedings?	No
	High profile media / MP case?	Not known
	Professional advisor?	MS RISK

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Bond Dickinson Legal Analysis

Legal risk adjusted claim value

£0

Legal analysis of branch losses

Legal factor	Legal risk deduction (0% = no risk to POL)	Legal risk adjusted claim value
Claim value £27,991.21 of branch losses		£27,991.21
Claim already determined? No	100%	£27,991.21
Responsibility for loss No evidence of failure in Horizon. Exact cause of loss not determined. However, Applicant did admit to committing false accounting and therefore is liable for the loss. POL conclusion is that loss was most likely to have been caused by human action (for example user errors, poor controls in the branch and/or theft).	20%	£5,98.35

Legal analysis of consequential losses resulting from termination

Legal factor	Legal risk deduction (0% = no risk to POL)	Legal risk adjusted claim value
Value of claim based on Applicant's figures The Applicant has not provided details of the value of his claim. He has merely set out in his CQR that he is seeking the following in terms of compensation: 1. Repayment of the £27,991.21 his father paid to Post Office in respect of the shortage at the branch 2. Lost contract; 3. POL remuneration; 4. Closure of the Post Office; and 5. Lost footfall for the Applicant's shop.		Not known
Are the claimed consequential losses recoverable at law? Following losses claimed by the Applicant are not recoverable: 1. Lost footfall for the Applicant's shop.	Not known	Not known

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Has the claim already been barred / determined so that legal proceedings cannot be brought against POL? No	100%	Not known
Is there the possibility of an unlawful termination claim because the Applicant's contract was not terminated on proper notice? Yes	100%	Not known
Was contract termination unlawful? The Applicant admitted to false accounting so there is no evidence that the termination was unlawful	0%	£0
Has evidence been provided that Applicant could have "sold" branch as a going concern if given proper notice? Not known	n/a	£0

Suitability for mediation

All indications point to the losses being a result of user error, mismanagement and/or theft. There is no evidence to suggest that the losses in the branch were caused by Horizon. Therefore, we do not consider this case suitable for mediation.

Bond Dickinson contact

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Advice qualifications

1 This advice has been produced by applying the principles set out in the Advice from Linklaters dated 20 March 2014.

2 No further legal analysis of the underlying legal principles has been carried out, in particular we have not considered any other possible legal bases for the Applicant's claims including without limitation malicious prosecution, defamation, malicious falsehood, breach of confidence, tortious causes of action or privacy law.

3 We have not analysed the possibility that failures by Post Office in training or supporting the Applicant, or subsequently investigating losses, may have contributed to the Applicant's ability to prevent losses in branch.

4 Our advice is based on only the information in the Applicant's Case Questionnaire Response, the Post Office Investigation Report and Second Sight's Case Review Report. Our advice does not factor in the possibility of further information being available at a later date that may change our analysis.

5 We have not considered the Applicant's appetite or capacity to bring proceedings against POL or any of the "other" factors set out in the settlement mandate.

6 We have not considered any criminal law issues or whether any conviction / sentence may be unsafe. We have assumed that there are no criminal law risks.

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7 We have applied a de minimis threshold to legal risk. Where the legal risk is very small (less than 20%) we have recorded this as 0% in our analysis.

8 If this matter was to proceed to Court there is a risk that a judge, without the appropriate expertise or knowledge, may find it persuasive that the discrepancies stopped when the telephone line was disconnected. This is an inherent risk with any litigation.

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Post Office Settlement Mandate**Legal risk adjusted claim value****£0****Other settlement factors**

Factor	Adjustment	Adjusted settlement threshold
Legal risk adjusted claim value		£0
Actual cost of settlement to POL To settle this claim, would require a positive payment of cash to the Applicant as the Applicant's father has previously repaid the losses.		
Other admissions of fault by POL None known		
PR / media implications None as far as we are aware		
Applicant expectations / experience from any previous negotiations Unknown		
Criminal case – need to protect safety of convictions No		
Risk of future litigation / court costs		
Cost savings through early settlement None as mediation is not recommended.		
Other factors		

Mandated financial settlement range**Alternative / additional non-financial settlement proposals that can be offered****Other matters****Approved for mediation**

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Post Office Approval

Name:

Date: