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Phase of roll out	Contracting with Agents
Document description	BM3 - PREFACE - MAIN POST OFFICE® AGREEMENT (ON SITE) BY A NEW OPERATOR AT EXISTING BRANCH PREMISES This document is only for use where a new operator is being appointed to operate an existing MAIN format Post Office branch as a result of a commercial transfer. IMPORTANT: It is only for use in branches where a combi counter will be installed. It is not for use for: (i) an existing agent converting their existing branch to the MAIN format; or (ii) a new operator appointed to operate a MAIN branch at existing premises where branch was operated as a SPSO prior to the appointment.
Document list	Contracts list
ON SITE / OFF SITE	ON SITE (Second Generation)
Mains/Locals	Main
Version No.	23
Status	CLEARED FOR USE BY Legal
Date	01 October 2020
Comments	06 October 2016 – additional FS regulatory wording requiring the operator to provide a certificate of its regulatory status on an annual basis.

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ON SITE MAIN POST OFFICE® AGREEMENT**PREFACE****PART A**

All capitalised terms not defined in this Preface have the meanings given to them in the Standard Conditions for the Operation of a Main Post Office® Branch (On Site, Post Office Limited Cash) (the **Standard Conditions**).

This Preface is part of an Agreement between Post Office Limited and the Operator for the operation of a Main Post Office Branch (as defined in the Standard Conditions) at the Branch Premises (as defined below).

The **Agreement** consists of the following documents:

- This Preface and the following Appendices to it:
 - Appendix 1 – Equipment
 - Appendix 2 – Conditions of Appointment
 - Appendix 3 – Plan of Branch Premises
- The Standard Conditions
- The Manual (as defined in the Standard Conditions)
- The Fees Booklet (as defined in the Standard Conditions)
- The Outreach Services Conditions «Outreach Addendum required»
- The Outreach Operations Manual (as defined in the Outreach Services Conditions)

1. The Agreement is between:

- (a) **Post Office Limited** **GRO**, whose registered office address is at **GRO**; and

Note: where the Operator is a company use the following version of paragraph (b), otherwise it should be deleted.

- (b) «Full_company_name_of_operator_Name_of_P» (Company No. «Company_Registration_Number») of «Business_Registered_Address_1», «Business_Registered_Address_2», «Business_Registered_Address_3», «Business_Registered_Address_4», «Business_Registered_Post_Code» (the Operator).

Note: where the Operator is a partnership use the following version of paragraph (b), otherwise it should be deleted.

- (b) «Full_company_name_of_operator_Name_of_P» (a partnership) of «Business_Registered_Address_1», «Business_Registered_Address_2», «Business_Registered_Address_3», «Business_Registered_Address_4», «Business_Registered_Address_5» «Business_Registered_Post_Code» (the Operator).

Note: where the Operator is an individual use the following version of paragraph (b), otherwise it should be deleted.

- (b) «Proposed_New_Operator_Salutation»
«Proposed_New_Operator_First_Name»
«Proposed_New_Operator_Last_Name» of

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«New_Operator_Mailing_Address_Line_1»,
 «New_Operator_Mailing_Address_Line_2»,
 «New_Operator_Mailing_Address_Line_3»,
 «New_Operator_Mailing_Address_Postcode» (the Operator).

2. The Branch Premises are the premises at: «Branch_Address_1», «Branch_Address_2», «Branch_Address_3», «Branch_Address_4», «Branch_Address_5», «Branch_Post_Code».
3. The Branch will have the following numbers of Combined Retail Counter Positions «Proposed_Combi_positions_Number» and Dedicated Post Office Counter Positions («Proposed_Open_Plan_positions_Number»+«Proposed_Fortress_positions_Number») at the Start Date.
4. **Opening Times:** The Operator shall operate the Branch at the Branch Premises from:
 - 4.1 the Dedicated Post Office Counter Positions (as defined in Part 1 of the Standard Conditions), during at least the hours of 9am to 5.30pm Monday to Saturday (inclusive) but excluding public or statutory holidays; and
 - 4.2 the Combined Retail Counter Positions (as defined in Part 1 of the Standard Conditions), during the opening hours of the Basic Business which will be at least:

Monday «Proposed_Retail_Monday_Opening_Time»
 to «Proposed_Retail_Monday_Closing_Time»

Tuesday «Proposed_Retail_Tuesday_Opening_Time»
 to «Proposed_Retail_Tuesday_Closing_Time»

Wednesday
 «Proposed_Retail_Wednesday_Opening_Time» to
 «Proposed_Retail_Wednesday_Closing_Time»

Thursday
 «Proposed_Retail_Thursday_Opening_Time» to
 «Proposed_Retail_Thursday_Closing_Time»

Friday «Proposed_Retail_Friday_Opening_Time» to
 «Proposed_Retail_Friday_Closing_Time»

Saturday «Proposed_Retail_Saturday_Opening_Time»
 to «Proposed_Retail_Saturday_Closing_Time»

Sunday «NTM1NTLP1__DP8_Sunday_closed1»
 «NTM1NTLP1__DP8_Sunday_closed2»

including on any public or statutory holidays on which the Basic Business is open to the public. The Parties acknowledge that the Products and Services offered from the Combined Retail Counter Positions will be a reduced set of Products and Services from those available at the Dedicated Post Office Counter Positions, as determined and notified to the Operator in writing by Post Office Ltd from time to time.

The opening hours of the Dedicated Post Office Counter Positions and those of the Combined Retail Counter Positions, detailed in this clause 4 (as varied from time to time in accordance with the Agreement), are referred to as the **Minimum Hours** for each type of Counter Position.

5. The **Commencement Date** of the Agreement is the date on which this Preface is signed by Post Office Ltd (as set out below).
6. **Note: If Part B of the Preface is NOT included, use this version of clause 6. Otherwise it should be deleted.** The **Start Date** on which the Operator will begin the operation of the Branch at the Branch Premises will be the date notified in writing by Post Office Ltd to the Operator (such notice to be given at least 21 days prior to the Start Date) and will not be earlier than **insert date (Earliest Start Date)** or later than **insert date (Latest Start Date)**. If Post Office Ltd fails to notify the Operator of the Start Date then the Latest Start Date shall be deemed to be the Start Date. Any of the

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Earliest Start Date, the Start Date and the Latest Start Date may be amended at any time by written agreement between the Parties. Where the Operator has not complied with any of the terms of the Agreement, including any Conditions of Appointment which are required to be completed before the Start Date, the Start Date may also be amended or deferred by Post Office Ltd in its absolute discretion and notified in writing to the Operator at any time.

6. **Note: If Part B of the Preface is included, then use this version of clause 6. Otherwise, it should be deleted.** The **Start Date** on which the Operator will begin the operation of the Branch at the Branch Premises will be as determined in accordance with Part B of this Preface or such other date as may either be agreed in writing between the Parties at any time or (where the Operator has not complied with any of the terms of the Agreement, including any Conditions of Appointment which are required to be completed before the Start Date) be determined by Post Office Ltd in its absolute discretion and notified in writing to the Operator at any time.
7. The **Basic Business** at the Branch Premises is **«Primary_retail_offer»**.
8. **Note: Delete this clause, if in the first two Accounting Periods, the Operator will receive variable fees rather than advanced payments from POL.** The Fees payable by Post Office Ltd to the Operator from the Start Date for the first and second Accounting Periods (as defined in Part 1 of the Standard Conditions) (calculated with effect from the Accounting Period within which the Start Date falls), shall be:
- First Accounting Period: **Variable Fees** (pro-rated in the same proportion as the number of days from the Start Date to the end of the Accounting Period bears to the total number of days in that Accounting Period);
- Second Accounting Period: **Variable Fees**,
- (the **First Fees Payments**) and thereafter shall be calculated on a strictly "per Transaction" basis only in accordance with clauses 1.4.1 and 1.4.2 of Part 3 of the Standard Conditions. Where the Start Date falls within an Accounting Period after Post Office Ltd's payment cut-off date, the Operator shall not receive the First Fees Payment for the First Accounting Period until the end of the following Accounting Period.
- Note: Delete if the Operator will receive fixed fees for the first two accounting periods.**
- The Fees payable by Post Office Ltd to the Operator from the Start Date and thereafter shall be calculated on a strictly "per Transaction" basis only in accordance with clauses 1.4.1 and 1.4.2 of Part 3 of the Standard Conditions.
9. **VAT**
- Note: Delete this clause if the Operator is not registered for VAT.** The Operator's VAT number is **«Registered_VAT_number»**.
10. **Set Up Costs and Original Conversion Date**
- For the purposes of clause 3 of Part 3 of the Standard Conditions:
- The Set Up Costs are: **N/A**
- The Original Conversion Date is: **N/A**
11. **Termination of the Agreement**
- Post Office Ltd may terminate the Agreement in accordance with Part B of this Preface if the condition referred to in that Part is not fulfilled.
12. **«Proposed_Operator_continued_mailwork»Mailwork** – The Operator shall provide Mailwork services from the Branch Premises in accordance with the Mailwork Specification, which forms part of the Manual.

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12. The performance of the Operator's obligations under the Agreement must be guaranteed by two guarantors acceptable to Post Office Ltd. The Each guarantor will usually be a director or shareholder of the Operator.
13. **Warranty and undertaking on third party obligations**
- 13.1 The Operator warrants and represents that on and from the Commencement Date, it shall have no contractual or other obligations to any third party which would or may be breached by entering into and/or performing any of its obligations under this Agreement.
- 13.2 As a condition of this Agreement, the Operator undertakes to ensure that the warranties and representations at clause 14.1 are and shall remain true throughout the term.
14. **Regulatory Status**
- 14.1 The Operator warrants and represents that on the Commencement Date, it is not authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority or an appointed representative or introducer appointed representative of a firm authorised and regulated by the Financial Conduct Authority or Prudential Regulation Authority and is not an exempt person within the meaning of the Financial Services and Markets Act 2000 (**FSMA**).
- 14.2 The Operator undertakes to inform Post Office Ltd in accordance with clause 3.6.7 of Part 2 of the Standard Conditions if it proposes to change its regulatory status, or if its regulatory status does change, at any time during the term of this Agreement. The Operator must provide the notice required by this clause at least:
- 14.2.1 three (3) months before it submits an application for authorisation or variation of permission, if it intends to become authorised or vary or cancel its permissions; or
- 14.2.2 one (1) month before its name appears on the Financial Services Register, if it intends to become an appointed representative or introducer appointed representative of another authorised firm.
- 14.3 On the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the term of this Agreement, the Operator shall provide Post Office Ltd with a certificate, signed on behalf of the Operator by a duly authorised signatory, in which the Operator warrants that the Operator's regulatory status has not changed:
- 14.3.1 since the Commencement Date; or,
- 14.3.2 if the Operator has served Post Office Ltd with a notice of a change in its regulatory status in accordance with clause 14.2 above, since the date such notice was received by Post Office Ltd.

The certificate shall be sent to the address set out in clause 22.1.1 of Part 2 of the Standard Conditions.

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PART B

Precondition

- 1.1 The Agreement is conditional upon Post Office Ltd confirming to the Operator in writing in accordance with clause 1.2 below that it is satisfied (following the provision by the Operator of evidence acceptable to Post Office Ltd) that the Operator has, not later than 4 weeks after the Commencement Date (or by such other date as may be agreed in writing by the Parties), obtained a Valid Property Interest (as defined in the Standard Conditions) in the Branch Premises (the **Precondition**).
- 1.2 If Post Office Ltd is, at its absolute discretion, satisfied that the Operator has fulfilled the Precondition, it shall give a written notice to the Operator confirming that the Operator has fulfilled the Precondition and, subject to clause 6 of Part A of this Preface, specifying the Start Date. Providing Post Office Ltd does so at least 7 (seven) days in advance of the Start Date originally notified, Post Office Ltd may postpone the Start Date by giving written notice to the Operator.
- 1.3 If Post Office Ltd is not, at its absolute discretion, satisfied that the Operator has fulfilled the Precondition, Post Office Ltd may terminate the Agreement immediately on written notice to the Operator.

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The Operator and Post Office Ltd hereby agree to enter into the Agreement as defined above.

OPERATOR

Either: Signature of Operator (if an individual)
OR: Signature of Director or partner if a company or partnership

Second Signature (not required if Operator is an individual or where the Operator is a single director company with no separate company secretary)
Signature of Director/Company Secretary or partner if a company or partnership

Typed or Printed Name

Typed or Printed Name

Title: Operator/Partner/Director

Title: Director/Company Secretary/Partner

Date

Date

Signed by for and on behalf of the Operator

Title: An authorised signatory

Date

POST OFFICE LTD

An authorised signatory

Typed or Printed Name

Title

Date

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APPENDIX 1 – EQUIPMENT

Item of Equipment to be loaned by Post Office Ltd to the Operator	Who is responsible for maintenance of the Equipment?	
	Post Office Ltd	The Operator
Signage (including internal signage)	X	
Safes (Main safe)	X	
Electronic Scales	X	
Alarms (monitoring and maintenance will be provided by, or on behalf of, Post Office Ltd during the term of the Agreement only.)	X	
Bureau de Change Rate Board	X	
Counter Desking		X
Cash Funding Unit (Rollercash/Bidi)	X	
Horizon	X	
Secure Counters (including anti-bandit screens and parcel hatches)		X
Secure Doors (where required at the Branch Premises)		X
Drop bag Fittings		X
Post & Go (small footprint)	X	
Coin Cabinets	X	
A1 point of sale frames		X
Self inking date stamp		X
Retention Units		X
Branch Consumables (subject to reasonable use) printer rolls and cartridges.	X	
Name Badges	X	
Coin Hoppers		X
Note Counters		X
Pedestals		X
Test Weights	X	

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UV Lights	X	
Hearing Loops		X
Flip Top Tills		X
Visi-Frames (one per office)	X	
A Frames		X
Paystation™ Consumables	X	
Paystation™ terminal	X	
ATM	X	

APPENDIX 2 – Conditions of Appointment

- 1 The Operator shall comply (and in the case of ongoing obligations shall continue to comply for the duration of the Agreement) at its own expense with the following conditions of appointment and shall ensure that any works/actions that it is required to carry out or perform in order to achieve compliance with the relevant condition of appointment are carried out or performed by the date specified below for the relevant condition.
- 2 POL to insert any conditions of appointment that apply below.
- 3 The Operator shall not be in breach of the Agreement, nor liable for any failure or delay in complying with any condition of appointment by the date specified above, if the Operator is prevented or delayed from complying with such condition of appointment by a Force Majeure Event, provided that the Operator must:
 - 3.1 promptly notify Post Office Ltd in writing of the nature and extent of the Force Majeure Event together with any additional information as Post Office Ltd may reasonably require; and
 - 3.2 use its best efforts to remove or overcome the effects of such Force Majeure Event.
- 4 Following any notice from the Operator in accordance with paragraph 3.1, the Parties shall discuss the effect of the Force Majeure Event on the relevant condition(s) of appointment, and use all reasonable endeavours to agree any changes to the condition(s) of appointment that may be required as a result, which may include agreeing a revised date for the Operator to achieve compliance with the relevant condition(s) of appointment.
- 5 For the purposes of paragraph 3 above, **Force Majeure Event** shall mean the occurrence of any:
 - 5.1 acts of God, fire, explosion, flood, earthquake or other natural disaster;
 - 5.2 war, riot, civil commotion or terrorist attack;
 - 5.3 interruption or failure of utility service, including electric power, gas or water;
 - 5.4 law or government order, rule, regulation or direction, or any action taken by a government or public authority, including failing to grant a necessary licence or consent (provided that the Operator has used its best endeavours to obtain such licence or consent); and
 - 5.5 refusal by the landlord and/or owner of the Branch Premises to grant any necessary permission or consent (provided that the Operator has used its best endeavours to obtain such licence or consent),

which directly causes the Operator to be unable to comply with the relevant condition of appointment by the date specified, provided that such event does not arise from the negligence of the Operator.
- 6 **ATM«Post_Office_ATM»«If the branch has an ATM is it Post_Off»**
Note: Delete if no existing POL/BOI ATM at the premises.

The Operator agrees to enter into an ATM Agreement with the Bank of Ireland in the form enclosed with this Preface prior to the Start Date for the operation of the ATM at the Branch Premises **Note: Include the following where POL has agreed that the term of the ATM Agreement with the new operator shall be no longer than the unexpired portion of the Agreement with the previous operator. Otherwise it should be deleted.** The term of the ATM Agreement shall not be longer than the unexpired portion of the existing agreement between Post Office Ltd and the previous operator of the Branch for the operation of the ATM from the Branch Premises, unless otherwise agreed between Post Office Ltd and the Operator. **Note:**

Where a new ATM Agreement is required due to a change in the agent, it will be sent out with this Preface for signing by the Operator.

APPENDIX 3
PLAN OF BRANCH PREMISES
Not Applicable

PART A – GENERAL CONDITIONS OF APPOINTMENT

ACCESSIBILITY CONDITIONS OF APPOINTMENT - GENERAL		
	Condition of Appointment	Date for Completion
EA18	Operator will install and maintain lighting to ensure that the entrance is at all times when the branch is open well-lit	Branch Opening Date
EA19	Operator will remove all obstructions from the doorway and ensure that the doorway is at all times kept free from obstructions (e.g. photo booth, A-frame signs, bins, stock etc)	Branch Opening Date
EA26	Operator will ensure that door mats are secured and flush fitting, and made of materials that do not significantly impede the progress of a wheelchair or other mobility aids	Branch Opening Date
EA31	The Operator shall ensure that floors or floor coverings are level, clean, free of spills and free of tripping hazards	Branch Opening Date
EA32	The Operator shall ensure that the premises are well-lit	Branch Opening Date
EA33	The Operator will remove all obstructions from the aisles and ensure that aisles are kept free of obstructions (e.g. boxes, display/promotion stands, fire extinguishers) so as to ensure that aisle width is not reduced and that it is not otherwise awkward for a customer in a wheelchair or with mobility difficulties to manoeuvre through the aisles	Branch Opening Date
EA41	Operator will ensure that the queuing area, including any seating area, is kept free of obstructions (e.g. boxes, display/promotion stands, fire extinguishers) where these reduce the width of the area or otherwise make it awkward for a customer in a wheelchair or with mobility difficulties to manoeuvre	Branch Opening Date
EA45	Operator will install, maintain and keep charged and available for customers at all times an induction loop system	Branch Opening Date
EA46	Operator will ensure that signs are installed in the counter area to clearly indicate to the customers that an induction loop is available	Branch Opening Date
EA47	Operator will ensure that any signs provided by Post Office Ltd to indicate which materials can be provided in alternative formats to assist those with visual impairments are clearly displayed in the counter area	Branch Opening Date
EA48	Operator will ensure that its staff are aware of the ways in which it may be possible to change materials on the spot within the branch so as to be visible or usable by	Branch Opening Date

	customers with visual impairments, e.g. free use of any photocopier to enlarge documents, free use of magnifying glass etc	
EA53	Operator will ensure that all people providing services to customers at the branch will undertake Post Office Ltd - approved training covering: - the obligations on service providers under the Equality Act 2010 - the approach to be taken by those providing Post Office services in order to ensure compliance with legislation and generally to maximise the accessibility of Post Office Services	Branch Opening Date

PART B – SITE SPECIFIC CONDITIONS OF APPOINTMENT

RETAIL STANDARDS CONDITIONS OF APPOINTMENT – SITE SPECIFIC		
	Condition of Appointment	Date for Completion
1		Branch Opening Date
2		Branch Opening Date
3		Branch Opening Date
4		Branch Opening Date
5		Branch Opening Date
6		Branch Opening Date
7		Branch Opening Date

ACCESSIBILITY CONDITIONS OF APPOINTMENT SITE SPECIFIC		
	Condition of Appointment	Date for Completion
EA39	Operator will ensure that the additional aisle width is created to enable wheelchair customers to manoeuvre through the aisles in compliance with the standards in Post Office Ltd's Accessibility Guide.	Branch Opening Date

EA40	Operator will ensure that adequate turning space is created in compliance with the standards in Post Office Ltd's Accessibility Guide.	Branch Opening Date
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