

From: Angela Van-Den-Bogerd [/O=MMS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ANGELA.VAN DEN BOGE1C5FCFE7-2672-42D9-B324-4EA8D2814853]
Sent: Thur 04/09/2014 9:22:29 AM (UTC)
To: Parsons, Andrew [GRO] Belinda Crowe [GRO]
Cc: Rodric Williams [GRO]
Subject: RE: Griffiths letter [BD-4A.FID25887477]
Attachment: _LETTER_29209030(6)_Griffiths_ Death in service discretionary payment letter 3 sept 2014.docx AVDB comments.docx

Andy,

I'm still not comfortable with how this is set out. I have redrafted the letter to reflect how I would like the agreement to work – would you review please and let me have your thoughts. I haven't carried these changes through to the reply slip. If what I'm suggesting is workable would you make the necessary amendments to the reply slip.

Thanks,
Angela

Angela Van Den Bogerd | Head of Partnerships



148 Old Street, LONDON, EC1V 9HQ



GRO

Mobex

GRO



GRO



[Post Office stories](#)



[@postofficenews](#)

POST
OFFICE

Confidential Information:

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorised review, use, disclosure or distribution is prohibited. If you are not the intended recipient please contact me by reply email and destroy all copies of the original message.

From: Parsons, Andrew [GRO]
Sent: 03 September 2014 15:43
To: Angela Van-Den-Bogerd; Belinda Crowe
Cc: Rodric Williams
Subject: Griffiths letter [BD-4A.FID25887477]

Angela, Belinda

Please find attached the draft letter to Gina Griffiths for your review. Having given this some thought, the proposal we discussed is actually a bit tricky from a legal perspective.

Under a normal NT payment, the SPMR signs the offer letter and enters into a binding contract to transfer their branch. That letter puts various obligations on the SPMR. When the branch transfers, the NT payment is made.

In Griffiths' case we are putting no obligations on Gina (she is not obliged to sell the branch and is not obliged to waive her claims). The law therefore sees POL's offer to make a payment as a gratuitous promise as POL is getting nothing in return. The effect of this is that although the offer in the attached letter is stated to remain open for 6 months, that is not binding on Post Office and, as a matter of law, Post Office could revoke this offer at any time. To make the offer legally irrevocable either:

1. The agreement needs drawing up by way of formal legal deed; or
2. Some obligation needs to be placed on Gina (thereby making the offer not gratuitous as POL will be immediately getting something in return).

To be clear, although the offer can be revoked by POL, if Gina fulfils all the conditions in the letter before the offer is revoked, a binding contract will then be formed (as in fulfilling the conditions, Gina will have agreed to waive her claims which makes the offer not gratuitous) and POL will be legally obliged to pay the NT payment.

I appreciate that in practice POL would not withdraw the offer but if Gina has a sharp lawyer they may spot the fact that the offer can be revoked at any time. Nevertheless, the attached is best solution I can create without going down route 1 or 2 above.

I've cc'd Rodric given that this one raises a few techy legal points.

Kind regards
Andy

Andrew Parsons

Senior Associate

for and on behalf of Bond Dickinson LLP

Bond Dickinson

Direct:
Mobile:
Fax:

GRO

Follow Bond Dickinson:



www.bonddickinson.com

Please consider the environment! Do you need to print this email?

The information in this e-mail and any attachments is confidential and may be legally privileged and protected by law. angela.van-den-bogerd **GRO** only is authorised to access this e-mail and any attachments. If you are not angela.van-den-bogerd **GRO** please notify andrew.parsons **GRO** as soon as possible and delete any copies. Unauthorised use, dissemination, distribution, publication or copying of this communication or attachments is prohibited and may be unlawful.

Any files attached to this e-mail will have been checked by us with virus detection software before transmission. Bond Dickinson LLP accepts no liability for any loss or damage which may be caused by software viruses and you should carry out your own virus checks before opening any attachment.

Content of this email which does not relate to the official business of Bond Dickinson LLP, is neither given nor endorsed by it.

This email is sent for and on behalf of Bond Dickinson LLP which is a limited liability partnership registered in England and Wales under number OC317661. Our registered office is St Ann's Wharf, 112 Quayside, Newcastle Upon Tyne, NE1 3DX, where a list of members' names is open to inspection. We use the term partner to refer to a member of the LLP, or an employee or consultant who is of equivalent standing. Our VAT registration number is GB123393627.

Bond Dickinson LLP is authorised and regulated by the Solicitors Regulation Authority.