

**From:** Angela Van-Den-Bogerd[/O=MMS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ANGELA.VAN DEN BOGE1C5FCF7-2672-42D9-B324-4EA8D2814853]  
**Sent:** Thur 04/09/2014 9:22:29 AM (UTC)  
**To:** Parsons, Andrew [REDACTED] GRO [REDACTED] Belinda Crowe [REDACTED] GRO [REDACTED]  
**Cc:** Rodric Williams [REDACTED] GRO [REDACTED]  
**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 [REDACTED] Mobex [REDACTED] GRO [REDACTED]



[REDACTED] GRO [REDACTED]



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**From:** Parsons, Andrew [REDACTED] GRO [REDACTED]  
**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: [REDACTED]  
Mobile: [REDACTED]  
Fax: [REDACTED]

**GRO**

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