

LEGAL LETTER PACK

Letters set out in chronological order of release.

Letter	Release date	Service method
1. SS termination notice	At SS meeting	Hand delivery
2. Closure of Scheme letter - SS	At SS meeting	Hand delivery
3. Closure of Scheme letter – SAH	Send during SS meeting	Email and post
4. Closure of Scheme letter – JFSA	Send during SS meeting	Email and post
5. Kay Linnell fees letter	Send during SS meeting but after JFSA letter	Email and post
6. SS Work Plan letter	Preferably handed over at SS meeting but could be later that day.	Email and post

Note:

The WG has power to compel SS to undertake work during SS' notice period. The WG therefore needs to be closed at the same time SS is terminated. This is best done by a formal letter so that there is no ambiguity.

TERMINATION NOTICE

[TO BE HANDED TO SECOND SIGHT AT MEETING WITH SECOND SIGHT]

[On POL notepaper]

By hand delivery and email to: rjw [GRO] and irh [GRO]

Second Sight Support Services Limited
7 Canon Grove
Yarm
Teeside
TS15 9XE
[THIS IS THE REGISTERED ADDRESS OF SECOND SIGHT]

10 March 2015

Dear Sirs

**Notice to cease providing Services
Initial Complaint Review and Mediation Scheme**

I refer to the engagement of Second Sight Support Services Limited ("**Second Sight**") by Post Office Limited ("**Post Office**") pursuant to the '*Engagement Letter in relation to the Initial Complaint Review and Mediation Scheme*' dated 1 July 2014' (the "**Engagement Letter**"). A copy of the Engagement Letter is enclosed.

By this letter, Post Office exercises its right under clause 4.1 of the Engagement Letter and gives written notice to Second Sight to cease providing "Services" (as defined in the Engagement Letter). The last day on which Second Sight will provide Services is 10 April 2015.

[NOTE: 10 April 2015 has been chosen because (i) it is a Friday which is convenient and (ii) this is 30 clear days after 10 March which removes any argument about counting days]

All of Post Office Limited's rights and remedies, including those rights under the Engagement Letter that continue after the cessation of the Services, remain fully reserved.

Yours faithfully

Jane MacLeod
General Counsel
For and on behalf of Post Office Limited

Enclosures:

1. Engagement letter

LETTER TO SECOND SIGHT RE CLOSURE OF THE WORKING GROUP

[TO BE HANDED TO SECOND SIGHT WITH THE TERMINATION NOTICE]

[On POL notepaper]

By hand delivery and email to: rjw[] GRO] and irh[] GRO]

Second Sight Support Services Limited
7 Cannon Grove
Yarn
Teeside
TS15 9XE
[THIS IS THE REGISTERED ADDRESS OF SECOND SIGHT]

[DATE]

Dear Sirs

**Initial Complaint Review and Mediation Scheme ("the Scheme")
Closure of the Working Group**

The current status of the Scheme is that all Applicants have submitted their Case Questionnaire Responses and Post Office has finished all its Investigation Reports.

In terms of ongoing work, Second Sight is still producing its Case Review Reports ("**CRR**") and the Working Group is continuing to decide whether to recommend cases for mediation (although the Working Group has decided that it has no role in managing cases through the mediation process; this being the responsibility of CEDR).

Post Office has decided to make some changes to the way this work is organised going forward.

First, as per my other letter to you today, Post Office has decided to cease its engagement of Second Sight. It will however be making additional funding available to Applicants who have not received a CRR from Second Sight. An Applicant may, if they wish, engage Second Sight directly to produce a CRR using this extra funding.

Second, Post Office has adopted a presumption that it will mediate in all cases except those that involve a person subject to a criminal conviction. Having now completed its investigations into all cases in the Scheme, it is confident that the convictions of any Applicants are safe and that there are no grounds to mediate those cases.

In light of these changes, Post Office has decided to close the Working Group with immediate effect.

I have sent similar letters to both Sir Anthony Hooper and JFSA notifying them of these changes.

Yours faithfully

Jane MacLeod
General Counsel
For and on behalf of Post Office Limited

LETTER TO SAH RE CLOSURE OF THE WORKING GROUP

[TO BE SENT DURING THE TERMINATION MEETING WITH SECOND SIGHT]

[On POL notepaper]

By special delivery and email to AnthonyHooper{ **GRO** }

Sir Anthony Hooper
Matrix Chambers
Griffin Buildings
London
WC1R 5LN

[DATE]

Dear Sir Anthony

**Initial Complaint Review and Mediation Scheme ("the Scheme")
Closure of the Working Group**

The current status of the Scheme is that all Applicants have submitted their Case Questionnaire Responses and Post Office has finished all its Investigation Reports.

In terms of ongoing work, Second Sight is still producing its Case Review Reports ("**CRR**") and the Working Group is continuing to decide whether to recommend cases for mediation (although the Working Group has decided that it has no role in managing cases through the mediation process; this being the responsibility of CEDR).

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In light of these changes, Post Office has decided to close the Working Group with immediate effect.

I have sent similar letters to both Second Sight and JFSA notifying them of these changes.

Thank you for accepting the appointment as Chair of the Working Group. Your stewardship of the Scheme has been highly valued by Post Office.

Yours sincerely

Jane MacLeod
General Counsel
For and on behalf of Post Office Limited

LETTER TO JFSA RE CLOSURE OF THE WORKING GROUP

[TO BE SENT DURING THE TERMINATION MEETING WITH SECOND SIGHT]

[On POL notepaper]

By special delivery and email to alan.bates[

For the attention of Mr Alan Bates
Justice for Subpostmasters Alliance
[INSERT ADDRESS]

[DATE]

Dear Mr Bates

**Initial Complaint Review and Mediation Scheme ("the Scheme")
Closure of the Working Group**

The current status of the Scheme is that all Applicants have submitted their Case Questionnaire Responses and Post Office has finished all its Investigation Reports.

In terms of ongoing work, Second Sight is still producing its Case Review Reports ("**CRR**") and the Working Group is continuing to decide whether to recommend cases for mediation (although the Working Group has decided that it has no role in managing cases through the mediation process; this being the responsibility of CEDR).

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Second, Post Office has adopted a presumption that it will mediate in all cases except those that involve a person subject to a criminal conviction. Having now completed its investigations into all cases in the Scheme, it is confident that the convictions of any Applicants are safe and that there are no grounds to mediate those cases.

In light of these changes, Post Office has decided to close the Working Group with immediate effect.

I have sent similar letters to both Second Sight and Sir Anthony Hooper notifying them of these changes.

Yours sincerely

Jane MacLeod
General Counsel
For and on behalf of Post Office Limited

LETTER TO KAY LINNELL

[TO BE SENT AT THE SAME TIME AS THE SCHEME CLOSURE LETTERS]

[On POL notepaper]

By special delivery and email: kay[] GRO

Ms K Linnell
Brick Kiln Cottage
The Avenue
Herriard
Basingstoke
Hampshire
RG25 2PR

[DATE]

Dear Ms Linnell

**Complaint Review and Mediation Scheme ("the Scheme")
Closure of the Working Group**

We refer to our letter today to Mr Alan Bates confirming that the Working Group is to be closed.

Please could you send to Post Office a final invoice for any services you have provided to JFSA this month in relation to the Scheme, up to the limit of £2,000 + VAT.

For the avoidance of doubt, there is no contractual arrangement in place, or obligation on Post Office, in relation to the payment of your fees. Post Office will however pay your final invoice but no further payments will be made after that.

[POL – please confirm that all Kay's other invoices have already been paid. If not, the final sentence needs tweaking.]

Yours faithfully

Jane MacLeod
General Counsel
For and on behalf of Post Office Limited

WORK PLAN LETTER

[TO BE SENT AFTER TERMINATION MEETING WITH SECOND SIGHT]

WORK PLAN LETTER TO SECOND SIGHT

[On POL notepaper]

By special delivery and email: rjv [GRO] and irh [GRO]

Second Sight Support Services Limited

7 Canon Grove

Yarm

Teeside

TS15 9XE

[THIS IS THE REGISTERED ADDRESS OF SECOND SIGHT]

[DATE]

Dear Sirs

**Initial Complaint Review and Mediation Scheme ("the Scheme")
Work Plan**

We refer to the letter from Post Office Limited ("**Post Office**") dated 10 March 2015 giving you notice of cessation of your Services in relation to the Scheme.

This letter sets out the scope of work for Second Sight Support Services Limited ("**Second Sight**") during the notice period, the last day of which is 10 April 2015 ("**the Notice Period**") and the future role of Second Sight after the Notice Period has ended.

Your engagement terms

Pursuant to clause 2.3 of your '*Engagement Letter in relation to the Initial Complaint Review and Mediation Scheme*' of 1 July 2014, ("**the Engagement Letter**") you were engaged by Post Office to "*provide Services to the Working Group in relation to the Scheme*".

The Services are exclusively and exhaustively set out in the Scope of Services Schedule to the Engagement Letter and, in summary, those Service lines were:

1. Serving on the Working Group;
2. Advising on documents produced by Post Office and Applicants to the Scheme;
3. Investigating the specific complaints of Applicants; and
4. Assisting with any other reasonable requests made by the Working Group and/or Post Office.

Work plan for the Notice Period

As you will have seen in our letter to you of 10 March 2015, the Working Group has been closed. Also, Post Office and Applicants have now submitted all their Case Questionnaire Reports and Post Office Investigation Reports respectively. There is therefore no further work required from Second Sight in these respects.

However, enclosed with this letter is a schedule of the cases on which you planned to submit either a Draft Case Review Report ("**CRR**") or a Final CRR by 10 April 2015, according to the last information you submitted to the Working Group. You are asked to complete this work during the Notice Period. Please produce the Draft CRRs as Final CRRs as there will not be time to obtain comments from Applicants / Post Office on a Draft CRR and then produce a Final CRR before 10 April 2015.

Before the Working Group was closed it commissioned you to produce a revised version of your Part Two Report for its consideration. In your email of 3 March 2015, you confirmed that a first draft of your revised Part Two Report was to be made available on 11 March 2015.

Post Office wishes for you to continue with this work during the Notice Period. Please can you provide the draft Part Two Report to Post Office on 11 March 2015 as per your previous commitment. We will then work with you during the Notice Period to ensure that the Part Two Report is accurate, logical and fully evidenced.

If, due to work on your Part Two Report, you are unable to complete any the CRRs set out in the Schedule to this letter by the end of the Notice Period, please let me know immediately so that Post Office may notify the affected Applicants.

Post Office will pay you for any work done in accordance with this letter as per the payment terms in the Engagement Letter.

Save as otherwise set out in this letter, Post Office instructs you (pursuant to paragraph 1.4 of the Scope of Services schedule to the Engagement Letter) to cease any other work during the Notice Period in relation to the Scheme, Post Office, the Horizon system or complaints by Applicants, as commissioned by the Working Group or otherwise.

For the avoidance of doubt, at the end of the Notice Period, Second Sight shall cease all Services and will no longer be engaged or commissioned by Post Office to carry out any work.

Future role of Second Sight

Although Post Office is ceasing Second Sight's direct engagement, it is proposing that you continue to have a role in helping resolve the concerns of Applicants.

For those Applicants that have not been provided with a Second Sight CRR by the end of the Notice Period, Post Office will be increasing the funding support available to them so that they may, if they so wish, be able to directly engage Second Sight to produce a CRR.

Post Office will expect such CRRs to still be logical and fully evidenced and any opinion therein to be produced without bias and based on the facts and evidence available (as was the standard for this work under the Engagement Letter).

The CRRs should also only comment on topics where Second Sight has sufficient knowledge and experience. This would not include matters relating to any

Subpostmaster's contract or the prosecution of any Subpostmaster. These are areas where Second Sight does not have expertise, as I explained to you in my letter of 24 February 2015 and discussed at our meeting on 4 March 2015. To offer inexpert opinions in these areas risks misleading Applicants.

[THE ABOVE TWO PARAGRAPHS SET OUT POL'S EXPECTATION BUT THIS IS NOT A ENFORCEABLE OBLIGATION ON SS WHO WILL BE DRIVEN BY THE INSTRUCTIONS FROM THE APPLICANT.]

To be clear, any work you perform after the Notice Period has ended will be on the basis that you are directly engaged by an Applicant. It will be for you to agree your engagement terms with an Applicant and to secure from that Applicant whatever information you need to produce a CRR. Post Office will have no liability to Second Sight for any work undertaken in these circumstances although Second Sight must continue to comply with the enduring terms of the Engagement Letter as summarised below.

Confidential Information

In performing the Services, Second Sight has taken possession of a significant amount of Confidential Information (as defined in the Engagement Letter) about Post Office and Applicants. The use of this Confidential Information is regulated by the Engagement Letter:

- Confidential Information is to be kept secret (clause 6.1.1).
- Confidential Information is to be used only for the Services (clause 6.1.2).
- Confidential Information held by Second Sight is to be destroyed or returned to Post Office on demand (clause 6.1.4).
- Post Office is the data controller of any personal data in the Confidential Information (clause 7.1).

These obligations extend to the individuals acting for Second Sight including Ron Warmington, Ian Henderson, Chris Holyoak and Kim Evans, all of whom have agreed to personal non-disclosure agreements with Post Office [Rod – can we discuss as I haven't seen the NDAs for Ian, Ron and Chris].

These obligations apply during and after the Notice Period (clause 9.5 of the Engagement Letter).

Once the Services come to an end, Post Office has an obligation to ensure that no personal data about Applicants or its staff is used by Second Sight in order to protect the privacy of those individuals.

Post Office therefore demands that, by no later than 17 April 2015, Second Sight:

1. Delivers up to Post Office all Confidential Information in its original format, including all copies of the same information in any different formats; and
2. Permanently and securely destroys any copies of the Confidential Information provided to Post Office under 1 above but retained by Second Sight.

For the sake of clarity, but without limitation, the following classes of documents are Confidential Information:

- Information regarding or referencing (including any information produced using information regarding or referencing):
 - Applicant's cases;
 - Post Office's processes and practices;
 - Horizon;
 - the Scheme; and/or
 - the Services.

- Communications (including letters, emails and voicemails) about the above information with:
 - Applicants;
 - Professional Advisors;
 - JFSA;
 - The Working Group;
 - Post Office;
 - Members of Parliament or Government departments / ministers; and/or
 - Any other third party.

- Information in any format including paper copies and electronic copies.

- Information meeting the above criteria that existed before the Engagement Letter and/or before the Scheme.

[NOTE: There may be some scope for SS to contest the above categories depending on the specifics of the information.]

Post Office takes the privacy of Applicants and its staff very seriously. We will take all necessary action, including if required legal action, to ensure that Confidential Information held by Second Sight is returned to Post Office without delay. Should Second Sight encounter any difficulties in complying with this demand, it should notify me immediately.

Publicity

Pursuant to clause 8.1 of the Engagement Letter, Second Sight is prohibited from making any public statements about the Scheme and/or its Services unless Post Office has given its consent to those statements.

By way of a side letter dated 1 July 2014, Post Office gave consent for Second Sight to speak to the Rt Hon James Arbuthnot MP about the Scheme. This consent is hereby revoked. [IN LEGAL TERMS, IT IS QUESTIONABLE WHETHER POL CAN ACTUALLY REVOKE THIS CONSENT BUT FROM A LEGAL POINT OF VIEW WE LOSE NOTHING BY SAYING THIS]

We note that Ian Henderson and Kim Evans have been tweeting about the Scheme and Second Sight's engagement using the twitter handles @forensicgod and @SistahInLaw. This is a breach of clause 8.1 which expressly prohibits the use of social media and also a breach of the confidentiality obligations described above. Please immediately procure that the offending statements are removed from twitter and immediately cease and desist making further such statements.

We remind you that this restriction on making public statements continues to bind Second Sight during and after the Notice Period and Post Office will take action to enforce this restriction if necessary.

Restrictive Covenant

Under clause 6.2 of the Engagement Letter, Second Sight and the Second Sight Directors, Ron Warmington and Ian Henderson, are restricted for acting another person against Post Office's interests for a period of 15 months from the end of the Notice Period (expiring on 10 July 2016).

Post Office will not enforce this restriction in respect of Second Sight producing a CRR for an Applicant after the Notice Period in the manner described above. In all other respects, this restriction remains in full effect and will be enforced by Post Office.

Yours sincerely

Jane MacLeod
General Counsel
For and on behalf of Post Office Limited

Enclosures:

1. Schedule of CRRs

