



Department for Business & Trade

Department for Business and Trade
Old Admiralty Building
Admiralty Place
Whitehall
London SW1A 2DY

www.gov.uk

<Date>

Our ref:

<Claimant's full name>
C/O <Claimant legal representative>

Dear <name>

Ex gratia Group Litigation Order Compensation Scheme (the “Scheme”): Offer Letter

Thank you for your application to the Scheme.

Following the assessment of your claim, the Department for Business and Trade (the “**Department**”) makes you an offer of compensation, made on *ex gratia* basis, in the sum of **xxx** (the “**Offer**”). The Offer is comprised of damages payable in respect of a number of heads of loss less the applicable deductions, which are set out in **Table 1** below. A more detailed breakdown and explanation of the Offer is set out in **Annex 2** enclosed with this letter.

The Offer is based on the assessment of your claim by the Department with the assistance of its legal representatives Addleshaw Goddard LLP. As part of this assessment, the Department considered all available evidence, including that provided by you or your lawyers via the Dentons Direct platform or provided by HM Revenue & Customs and Post Office Limited. It also applied relevant principles set out in the GLO Compensation Scheme Guidance and Principles (published on 23 March 2023 and updated on 29 November 2023)¹. These principles state, amongst other things, that in addition to the application of the established legal principles and findings made in *Alan Bates and Others v Post Office Limited* [2019] EWHC 606 (QB) (known as the “Common Issues” judgment) and [2019] EWHC 3408 (QB) (known as the “Horizon Issues” judgment), the Scheme will be guided by considerations of fairness. It is the Department’s view that the Offer is fair.

An index of the key documentation considered by the Department as part of the assessment of your claim is set out in **Annex 1** enclosed with this letter. These documents should be available via the Dentons’ Direct platform. If they are not available, please let the Department know, so that they get uploaded.

Table 1 – Offer Details

Head of Loss	Sum offered
Shortfalls paid to POL	
Interest on shortfalls	
Loss of earnings during suspension	
Interest on loss of earnings during suspension	
Loss of earnings due to failure to give notice	
Interest on loss of earnings due to failure to give notice	

¹

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1145098/glo-guidance-principles.pdf

Loss of earnings post termination:	
Interest on past loss of net earnings	
Loss of property / other assets	
Interest on loss of property / other assets	
Loss of opportunity / chance	
Interest on loss of opportunity / chance	
Increased cost of financing	
Legal and professional fees	
Personal Injury	
Interest on personal injury	
Harassment	
Malicious Prosecution	
Other Losses: CBT Therapy	
Other Losses: Distress and Inconvenience	
Other Losses: Third Party Loss	
Interest on third party loss	
SUBTOTAL	
Less: GLO settlement	
Less: DBT Interim payment	
TOTAL OFFER	

You may wish to take financial advice in relation to spending and investing the compensation you receive. Money Helper – moneyhelper.org.uk/en – brings together the support and services of three government-backed financial guidance providers: the Money Advice Service, the Pensions Advisory Service and Pension Wise.

How to accept the Offer

To accept the Offer, please sign the enclosed Offer Acceptance Form and Terms and return it to your Solicitor. **Please do not make any changes to the acceptance form.**

Should you accept the Offer, the Department will aim to make a payment within 21 days of receipt of the signed Offer Acceptance Form and Terms.

Considering the Offer

The Offer is subject to the terms set out in the “Offer Acceptance Form and Terms” enclosed with this letter. If you accept the Offer, it will bring your claim to an end and conclude your participation in the Scheme.

This means that you will be unable to make any further application to the Scheme.

What if I do not agree with the Offer?

The Department hopes you agree that the Offer is fair and reasonable. The Department encourages you to contact it if you require any clarification or have any questions.

If you do not accept the Offer and we fail to reach an agreement, your claim will then enter the first facilitation period, during which a claims facilitator appointed by Dentons will aim to help reaching an agreement between the parties. If you wish to enter this process, please notify the Department by sending an email to GLO Facilitators GRO within 28 days after the date of this letter setting out reasons as to why it is your view that the Offer is unfair and should be reconsidered. Dentons will then be in touch with you as soon as possible to discuss the next steps.

The procedure designed for reaching an agreement with the Department is set out in more detail in paragraph 3.5 of the Scheme Guidance and Principles.

What happens if I do not respond to this letter?

The Department encourages you to respond to the Offer set out in this letter within 28 days after the date of this letter. If you do not respond to this letter, the Offer will remain open until 6 September 2024, being 6 months from the date of this offer letter.

Whatever you decide, the Department would like to thank you for participating in the Scheme. The Post Office Horizon scandal has had a devastating impact on the lives of many sub-postmasters and sub-postmistresses. The GLO litigation exposed the scandal and has led to a public inquiry, and the setting up of three compensation schemes. Your role as part of the GLO litigation has been central to that and the Department hopes that this Offer goes some way in providing you with closure.

Yours sincerely,

The Department for Business and Trade



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Offer Acceptance Form and Terms

If you wish to accept the Offer (as defined in the accompanying Offer letter dated 6 March 2024 (the "**Offer Letter**")), please return **all pages** of this Offer Acceptance Form and Terms, with your signature and date of your signature on the final page, by forwarding a copy of your Acceptance Form to your solicitor, together with other documents requested in the Offer Letter above.

Please do not make any amendments to the Offer Acceptance Form and Terms.

GLO-<reference number and claimant's surname>

I/We confirm that I/we have understood the accompanying Offer Letter and wish to accept the Offer (made on *ex gratia* basis) on the terms set out therein and in this Offer Acceptance Form and Terms (the "**Agreement**").

I/We confirm that I/we understand and agree that this Agreement is entered into in connection with failings of Horizon IT system and the Agreement shall not be represented or construed by me/us as an admission of liability or wrongdoing on the part of the Department for Business and Trade (the "**Department**").

I/We confirm that I/we am/are not bankrupt or insolvent.

I/We confirm that my/our claim does not involve or relate to any Horizon-related criminal convictions.

I/We confirm that I/we understand that the Department has highlighted the importance of receiving independent legal advice to help me/us understand the Offer and its terms and the consequences of its acceptance, and has confirmed that it will bear my/our reasonable legal costs in accordance with the Tariff of Reasonable Legal Costs as well as its own legal costs.

I/We request that the sum of xxxx be paid to <claimant's legal representative> for onwards transmission to me.

I/We confirm that I/we understand and agree that as soon as that payment has been made to me/us, that concludes my/our participation in the *ex gratia* GLO Compensation Scheme (the "**Scheme**"). I/We confirm that I/we understand and agree that following this I/we will not have a right to bring and will be precluded from bringing any further claim within the Scheme.

I/we confirm that I/we understand and agree that this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, formation, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter, existence, formation, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).

I/We confirm that I/we have not sold, transferred, assigned or otherwise disposed of my/our interest in the application in Scheme and that I/we have the full right, power and authority to execute, deliver and perform this Agreement.

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

The payment due under this Agreement shall be made in full without any deduction other than any deductions detailed in the Offer Letter.

As set out in the Offer Letter, the Department will aim to make payment within 21 days of receipt of the signed Offer Acceptance Form and Terms. In the event that payment is made outside that period, the Department will recalculate the interest due in accordance with the Scheme Guidance and Principles.

Government has enacted secondary legislation, the legal effect of which is that no income tax, capital gains tax, national insurance contributions or VAT will be payable at law by any party in respect of any payment (or any part of a payment). Legislation has also been enacted to relieve payments from inheritance tax. HM Revenue and Customs will not collect any income tax, capital gains tax, national insurance contributions, inheritance tax or VAT which may have been due in respect of any payment (or any part of a payment).

Signed by<claimant's full name>

Date:



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Checklist

When accepting the Offer we have made in this Offer Letter, please ensure you have provided the following:

- A signed and dated copy of the Offer Acceptance Form and Terms.



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Annex 1

Index of Key Documents

Index of Supporting Documents Relevant to Claim	
Document name /description	Date
GLO Compensation Scheme Application Form	
Signed Schedule of Claimant Information	
Appendix 1 – Net loss of past earnings	
Appendix 1 copy using ONS	
Appendix 2 – Actual Earnings	
Appendix 3 – UK House Price Index; Cornwall Area	
Appendix 4 – Comparable Freehold Property	
Appendix 5 – Loss of opportunity – Business Development	
Appendix 5 copy using ONS	
Appendix 6 – Interest on past losses	
Milsted Langdon – Schedule of Loss	
Bundle	
Letter from Phil Tanswell	
Letter to AG 16.1.24 – response to RFI	



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Annex 2

Breakdown and Explanation of Offer

Head of Loss	Amount Claimed	DBT Offer	Assessment Comments
Shortfalls paid to POL			
Interest on shortfalls paid to POL			
Loss of earnings during suspension			
Interest			
Loss of earnings due to failure to give notice			
Interest			
Loss of earnings post termination			
Interest on Loss of earnings post termination			
Loss of Property / Other Assets			
Interest on Loss of Property / Other Assets			
Loss of opportunity / chance			
Interest on Loss of Opportunity / chance			
Increased cost of financing			
Legal and Professional fees			
Stigma / Reputation			

damage			
Personal Injury			
Interest on Personal Injury			
Harassment			
Malicious Prosecution			
Other Losses (CBT Therapy)			
Other Losses (Distress and Inconvenience)			
Third Party Losses			
Interest on third party losses			