

# **Postmaster support policy**

## **Contract termination**

**Version 5.0**



Post Office is determined to reset its relationship with postmasters and has introduced policies that set out guidelines on how Post Office should support postmasters, specifically for use across twelve areas.

The policies stand on their own but should be reviewed in conjunction with each other. Support teams should have an awareness of all twelve policies and how they link together.

The twelve Postmaster Support Policies are listed in section 3.2 of this policy and can be found [on the hub, here.](#)

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# 1 Definitions

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## 1.1 Definitions

1. **Postmaster Contract Termination Decision Committee ("Committee")** - The purpose of Committee is to take and authorise all decisions taken in respect of postmaster contract terminations and reinstatements ensuring that any decision taken is done so within a legally and procedurally compliant and ethical framework.
2. **Review** – A review into the matter that may give rise to Post Office exercising its termination rights undertaken by the Contract Advisor.
3. **Postmaster or postmaster**– this refers to a limited company, partnership, limited liability partnership, other entity or individual that contracts with Post Office for the operation of a Post Office® branch
4. **Repudiatory Breach** – A breach of the postmaster's contract/agreement that is so serious and fundamental that the contract cannot continue.
5. **Contract Termination Decision Rationale** (see appendix 8.2) – A rationale completed by the Contract Advisor which captures the facts and findings of the investigation into the matter and sets out the rationale outlining the recommendation for review by the Postmaster Contract Termination Decision Committee.

## 2 Overview

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### 2.1 Introduction

The Retail Engagement Director has overall accountability to the Board of Directors for the design and implementation of controls to manage risk in the network<sup>1</sup>. Risk in the network is an agenda item for the Risk Committee and the Post Office<sup>2</sup> board is updated as required.

This policy is a non-contractual document provided for information. It does not form part of a contract between any postmaster<sup>3</sup> and Post Office.

This policy forms part of a suite of policies designed to deal with the management of postmaster contracts and for those teams deploying any aspect of this policy it should be read together with the Postmaster Contract Performance and Postmaster Contract Suspension policies. These policies can be found [on the hub, here](#).

### 2.2 Purpose

This policy is part of a framework that has been established to set the minimum operating policies relating to the management of contracts with postmasters.

Post Office recognises that there may be occasions where it is necessary to terminate the contractual relationship with a postmaster. The purpose of this policy is to identify the circumstances in which termination should be considered and the criteria which must be met before a decision to terminate is made. It will also outline the procedures to be followed in the case of termination. Wherever possible Post Office will seek alternatives to termination as outlined later in this policy.

This policy covers termination by Post Office; it does not cover termination or resignation by the postmaster.

This policy is one of a number of policies which provide a clear risk and governance framework and an effective system of internal control for the management of risk across the Group. Compliance with these policies supports the Group in meeting its business objectives and to balance the needs of postmasters, customers, shareholders, employees, other stakeholders (such as the government departments) and third party commercial partners including Royal Mail.

### 2.3 Core principles

Under agreements between postmasters and Post Office, postmasters provide products and services to customers on behalf of Post Office and in doing so are asked to meet contractual obligations as set out in the agreements.

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<sup>1</sup> In this policy, "network" means branches not directly managed by Post Office.

<sup>2</sup> In this policy, "Post Office" and "Group" means Post Office Limited.

<sup>3</sup> In this Policy "postmaster" refers to a limited company, partnership, limited liability partnership, other entity or individual that contracts with Post Office for the operation of a Post Office® branch.

On occasion these obligations may not be met by a postmaster and, in certain circumstances, Post Office may need to terminate its agreement with a postmaster. Termination is a serious step and it is therefore vital that the termination process is as clear as reasonably possible so misunderstandings between postmasters and Post Office can be avoided.

This policy, and its linked policies, sets out clear and consistent guidelines to ensure that:

- a review is carried out to establish the applicable facts before Post Office exercises any termination rights, to provide the postmaster with the opportunity to identify and address any issues of concern and to determine whether Post Office has the right to terminate;
- consideration is given to the postmaster's particular circumstances before deciding, acting in good faith, that Post Office should terminate the contract;
- termination only happens when it is necessary and alternatives have been considered; and
- termination only happens where Post Office has reasonable and proper cause and Post Office itself is not in material breach of duty in respect of matters that give Post Office the right to terminate.

Post Office will handle these situations in good faith and apply the principles of fairness, transparency, and professionalism (being the underpinning behaviours of Post Office).

## 2.4 Application

This policy is applicable to all Post Office employees<sup>4</sup> who manage postmaster contracts on behalf of Post Office and defines the minimum standards to control financial loss, postmaster impact, regulatory breaches and reputational damage in line with the Post Office's Risk Appetite.

## 2.5 The risk

In taking any decision to terminate a postmaster Post Office needs to:

- ensure that any decisions taken in respect of a postmaster contract are not exercised arbitrarily, capriciously or unreasonably;
- exercise any contractual power (including the right to terminate) honestly and in good faith for the purpose for which it was conferred on Post Office; and
- exercise any discretion in accordance with the obligations of good faith, fair dealing, transparency, co-operation and trust and confidence.

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<sup>4</sup> In this policy "employee" means permanent staff, temporary staff including agency staff, contractors, consultants and anyone else working for or on behalf of Post Office and, for clarity, does not include postmasters or postmasters' staff.

The decision to terminate a postmaster's agreement creates risk to Post Office and postmasters both through how the decision is reached and by not terminating when it is appropriate to do so. These risks include (but are not limited to):

- Post Office is not able to terminate the agreement without reasonable and proper cause. If Post Office itself is in material breach of duty in respect of matters which Post Office considers give it the right to terminate, i.e. if Post Office has not complied with its own material obligations, relating to the matters that Post Office considers give it the right to terminate, Post Office is not able to terminate the agreement. If a termination decision is taken without reasonable and proper cause it could:
  - cause distress and financial detriment to the postmaster;
  - Post Office may be perceived as not acting in good faith; and
  - lead to a possible legal challenge from the terminated postmaster;
- a reduction in confidence across the postmaster network in how Post Office manages the contractual relationship with postmasters;
- stakeholders having reduced confidence in Post Office's ability to effectively manage postmaster contracts and deal with compliance issues; and
- Post Office may suffer financial and reputational damage.

Section 3.5 sets out the minimum control standards that the Post Office has implemented to control these risks.

## 3 Risk appetite

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### 3.1 Risk appetite

Risk appetite is the extent to which the Post Office will accept that a risk might happen in pursuit of day-to-day business transactions. It therefore defines the boundaries of activity and levels of exposure that Post Office is willing and able to tolerate.

Post Office takes its legal and regulatory responsibilities seriously and consequently has:

- **Averse risk appetite** to risks around service and support provided to postmasters.
- **Averse risk appetite** towards risks around our core operational processes that impact postmasters.
- **Averse risk appetite** to being non-compliant with our statutory and regulatory obligations.
- **Averse risk appetite** for financial crime to occur within any part of the Post Office or the network.
- **Averse risk appetite** in relation to unethical behaviour by Post Office employees.
- **Averse risk appetite** to risks around disputes and litigation.
- **Cautious risk appetite** towards the risk of service interruptions that would considerably reduce branch availability across the network resulting in the inability to serve customers.

Post Office acknowledges however that in certain scenarios even after extensive controls have been implemented a risk may still sit outside the agreed Risk Appetite/Risk Tolerance. Risks outside of Appetite/Tolerance may be presented to the relevant governance forums for escalation/agreement of the risk position.

If a risk is identified which is outside of agreed policy a risk exception note will be required, details of which can be found [here](#).

### 3.2 Policy framework

This Policy is part of a framework that has been established to set the minimum operating policies relating to the management of postmaster contract risks throughout the business and network in line with Post Office's risk appetite. The framework includes the following policies:

- Postmaster Onboarding
- Postmaster Training
- Postmaster Complaint Handling
- Network Monitoring and Branch Assurance Support
- Network Cash and Stock Management
- Network Transaction Corrections

- Postmaster Account Support
- Postmaster Accounting Dispute Resolution
- Postmaster Contract Performance
- Postmaster Contract Suspension
- Postmaster Contract Termination (this policy)
- Postmaster Contract Termination Decision Review

### 3.3 Who must comply?

Compliance with this policy is mandatory for all Post Office employees who manage postmaster contracts on behalf of Post Office.

Where non-compliance with this policy by Post Office employees is identified by Post Office, Post Office will carry out an investigation. Where it is identified that an instance of non-compliance is caused through wilful disregard or negligence, this will be investigated in accordance with the Group Investigations Policy.

### 3.4 Roles and responsibilities

- **Audit, Risk and Compliance Committee** – is the Committee of the Post Office Limited Board which reviews and approves Postmaster Support policies.
- **Risk and Compliance Committee** - is the standing committee of the Group Executive who review and approve Postmaster Support policies for recommendation to the Audit, Risk and Compliance Committee.
- **Retail Engagement Director** – is the policy owner, who must comply with the governance responsibilities set out at section 6.1.
- **Head of Contract Management & Deployment** - is accountable for the deployment of this policy, for supporting Post Office personnel who carry out actions under this policy and for regularly reviewing the effectiveness of this policy and for drafting any amendments to it that may be required.
- **Contract Advisor(s)** – is (are) responsible for deploying the procedures set out in this policy. The Contract Advisor(s) form part of the **Contracts Team**.

The **Contract Advisor** must:

- apply the Post Office's underpinning behaviours of fairness, transparency and professionalism;
- be conversant with this policy and linked policies;
- gather as much preliminary information as possible relating to the issue which has caused termination to be considered, liaising as appropriate with the postmaster and other Post Office teams;

- complete the Contract Termination Decision Rationale document before recommending the termination of a postmaster's contract;
- consult with the Head of Contract Management & Deployment before recommending the termination of a postmaster's contract;
- consider the options available as an alternative to termination;
- ensure any decision is made in line with all other linked Post Office policies;
- ensure this termination policy is adhered to and the postmaster treated with fairness, transparency and professionalism throughout the termination procedure and any previous procedures (such as suspension);
- make the postmaster aware of the support available to them, including from the National Federation of Sub Postmasters;
- deal with any contact (written or otherwise) from the postmaster, in a timely manner; and
- if a meeting is required, be flexible, within reason, over the availability of the postmaster.

- **Postmaster Contract Termination Decision Committee** – A committee whose role it is to review and authorise termination decisions in line with the procedures set out in this policy.
- **National Federation of Sub Postmasters (NFSP)** – is a professional trade association which exists to support postmasters.
- **Postmaster** – refers to a limited company, partnership, limited liability partnership, other entity or individual that contracts with Post Office for the operation of a Post Office® branch.

As many postmasters are limited companies or partnerships (and as individual postmasters may appoint managers to operate a branch on their behalf) any steps that need to be taken by a postmaster under this policy can be taken by someone authorised to act on that postmaster's behalf (such as a director or partner).

In relation to this policy, the **postmaster** is expected to:

- be transparent and open towards Post Office;
- ensure they respond to written correspondence and telephone calls in a timely manner in order to assist the Contract Advisor in reaching a decision; and
- be flexible and available for meetings with the Contract Advisor if one is required.

In relation to this policy, the postmaster may:

- contact their NFSP representative to support them through the process;

- arrange legal representation or other support for any written correspondence or meetings with Post Office;
- let their NFSP representative, legal representation or other support talk on their behalf during any meeting with Post Office Ltd
- request information and evidence from Post Office in connection with their potential or actual termination, including in relation to the review process; and
- contact their nominated Contract Advisor at any time regarding potential or actual termination.

### 3.5 Minimum control standards

A minimum control standard is an activity which must be in place in order to manage the risks, so they remain within the defined risk appetite statements (as set out at section 3.1). There must be mechanisms in place within each business unit to demonstrate compliance. The minimum control standards can cover a range of control types, i.e. directive, detective, corrective and preventive which are required to ensure risks are managed to an acceptable level and within the defined risk appetite.

The table below sets out the relationships between identified risks and the required minimum control standards in consideration of Post Office's risk appetite.

Risk area	Description of risk	Minimum control standards	Who is responsible	When
Reaching a decision to terminate	<p>Post Office is not able to terminate the agreement without reasonable and proper cause. If Post Office itself has not complied with its material obligations, relating to the matters that Post Office considers give it the right to terminate, Post Office is not able to terminate the agreement and if the decision is made incorrectly it could lead to:</p> <ul style="list-style-type: none"> <li>unnecessary distress and financial detriment to the postmaster;</li> </ul>	<p>A Termination Decision Rationale will be completed to support any termination decision setting out the factors to support the termination and will be reviewed by legal services who will provide assurance on the decision recommended by the Contract Advisor. All decisions will be signed off by the Postmaster Contract Termination Decision Committee</p> <p>As part of the Branch Control Assurance Framework, rationale documents, methodologies, and evidential evaluations will be sampled on a monthly basis by the Branch Control Assurance Framework.</p>	<p>Head of Contract Management &amp; Deployment</p> <p>Head of Assurance &amp; Complex Investigations</p>	<p>As required</p> <p>Monthly</p>

	<ul style="list-style-type: none"> <li>Post Office may be perceived as not acting in good faith; and</li> <li>possible legal challenge from the terminated postmaster.</li> </ul>			
Loss of confidence and possible financial & reputational damage	<p>If Post Office are not making the correct decisions by either:</p> <ul style="list-style-type: none"> <li>terminating when it does not have proper grounds to do so; or</li> <li>not terminating when it should,</li> </ul> <p>it may lead to a loss of confidence both across the network and with Post Office's stakeholders in how Post Office manages the contractual relationship with its postmasters. In addition, incorrect decisions may lead to financial loss and reputational damage.</p>	<p>All decisions to terminate shall undergo a sign off process with review by the Postmaster Contract Termination Decision Committee with assurance being provided by Post Office legal services in advance of the committee review.</p> <p>As part of the Branch Control Assurance Framework, rationale documents, methodologies, and evidential evaluations will be sampled on a monthly basis by the Branch Control Assurance Framework.</p> <p>A postmaster has the right to request that any decision to terminate their contract is reviewed. As set out in the Postmaster Contract Termination Decision Review Policy<sup>5</sup> this review will be undertaken by a panel consisting of both independent and external members.</p>	<p>Head of Contract Management &amp; Deployment</p> <p>Head of Assurance &amp; Complex Investigations</p> <p>Head of Contract Management &amp; Deployment</p>	<p>Monthly</p> <p>Monthly</p> <p>As required</p>

<sup>5</sup> The Postmaster Termination Decision Review Policy (Postmaster Support Policy) can be found in the Postmaster Support Policies on The Hub  
<https://poluk.sharepoint.com/sites/thehub/SitePages/Postmaster-Policies.aspx>

		<p>The Postmaster Contract Performance policy sets out the required steps as to how potential contractual issues across the network should be dealt with, providing a solid framework to ensure that the contractual relationship with postmasters is managed consistently. The relevant stakeholders are provided with training on the Postmaster Contract Performance policy annually.</p>	Head of Contract Management & Deployment	Annually
Policy non-adherence	<p>Non adherence to the Policy could result in legal and regulatory risk as well as reputational damage to Post Office and the relationship with postmasters.</p>	<p>All members of the Contracts Team, the wider Retail Operations Team and any teams who may be involved in the decisions being taken will be provided with training on this Policy.</p> <p>The Head of Contract Management &amp; Deployment is accountable for ensuring that they and their team adhere to the Policy, as it applies to their area.</p> <p>The Policy should be reviewed, and if necessary updated.</p>	<p>Head of Contract Management &amp; Deployment</p> <p>Head of Contract Management &amp; Deployment</p>	<p>Once approved and annually thereafter (or sooner in the event of material changes to the Policy)</p> <p>Daily</p> <p>As required (but reviewed at least annually)</p>

## 4 Procedure

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### 4.1 Termination rights

Post Office can, in certain circumstances, terminate a postmaster's contract:

- immediately, without notice (see 4.5); or
- by giving the postmaster a period of notice (see 4.8).

The contract may also be terminated by mutual agreement between Post Office and the postmaster. This is not covered by this policy.

### 4.2 Review

Post Office will carry out a thorough review before exercising any termination rights.

Any review will be a fair and unbiased method of considering issues identified. The process of review allows Post Office to establish facts and gives the postmaster the opportunity to identify and answer any issues of concern.

In the review process, the Contract Advisor will seek further information from the postmaster through written correspondence, telephone conversation(s) or face to face meetings (either in person or by electronic means).

Post Office will ensure that complete records are kept of all reviews and that any decisions taken in relation to a review are documented in rationale documents. Records will be retained in accordance with Post Office's document retention policy.

Details of the review and the relevant supporting records and information will be shared with the postmaster unless the material is subject to a restriction on disclosure such as:

- legal privilege;
- data protection law; and
- material relating to a criminal investigation.

The Contract Advisor should make an assessment of whether any restrictions on disclosure apply in advance of sharing material with the postmaster and seek advice from Post Office's Data Protection and Information Rights Team if required.

The Contract Advisor will inform the postmaster of the grounds on which it is being reviewed and its rights to access information and records relating to the review.

A process map detailing the contract termination process can be found in appendix 8.3.

### 4.3 Contract Decision Termination Rationale

Whenever termination of a postmaster's contract is considered, the Contract Termination Decision Rationale document must be completed by the Contract Advisor. This captures the background of the case, review undertaken and rationale behind the decision to be taken. The document will be used by Post Office legal services and the Postmaster Contract Termination Decision Committee as a basis for establishing:

- whether Post Office has the right to terminate the contract; and
- if so, whether Post Office considers, acting in good faith, that it should terminate the contract or not.

Post Office must not terminate the contract unless it has the legal right to do so and cannot terminate when Post Office is itself in material breach of duty in respect of matters which the Post Office considers give it the right to terminate (although this does not restrict Post Office Ltd.'s ability to terminate for a repudiatory breach).

### 4.4 Alternatives to termination

Termination will only happen when it is necessary, and the alternatives have been considered.

Alternative options to termination may include:

- (If the postmaster's contract has been suspended) Reinstatement with or without continued monitoring – continued monitoring of the issues identified over a defined period of time, with any further or escalating issues being flagged to the Contract Advisor to reconsider suspension and/or termination.
- Other contractual performance measures contained in the contract performance policy.

Alternatives to termination should be documented in the same way as a decision to terminate a postmaster's contract and Post Office should ensure that records of these decisions are also kept, in accordance with Post Office's document retention policy<sup>6</sup>.

### 4.5 Immediate termination (without notice)

Post Office may only terminate a contract immediately without notice where:

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<sup>6</sup> The Document Retention and Disposal Policy (Group Policy) can be found in the Group Key Policies on The Hub <https://poluk.sharepoint.com/sites/thehub/Policies/Forms/AllItems.aspx?id=%2Fsites%2Fthehub%2FPolicies%2FDocuments%20Retention%20and%20Disposal%20Policy%20v1%2E3%2Epdf&parent=%2Fsites%2Fthehub%2FPolicies>

- There is an immediate termination right in the contract for a specific event (see 4.7); or
- There is a repudiatory breach of the contract by the postmaster (see 4.6).

Post Office must check the postmaster's contract and ascertain all the relevant facts before taking any action to terminate immediately.

Any decision by the Post Office to terminate a contract immediately without notice must be given in writing (see 4.13).

## 4.6 Repudiatory breach

A repudiatory breach is one that is so serious and fundamental to the contract that it cannot continue. Generally, these breaches are not capable of being remedied.

Examples of a repudiatory breach may include:

- Where the postmaster is bankrupt or insolvent;
- Where the postmaster is no longer operating the basic business;
- Where the postmaster has been charged on with a criminal offence (other than a road traffic offence not involving imprisonment);
- Where the postmaster has admitted theft of Post Office funds;
- Where discrepancies of a significant value have been caused by the negligence, carelessness or error of the postmaster, resulting in a loss to Post Office, and which have been fully investigated by Post Office;
- Sustained non-compliance by the postmaster following the issuing of written directions by Post Office (refer to the Postmaster Contractual Performance Policy<sup>7</sup> in relation to written directions);
- Loss of a valid property interest.

Some or all of these may also give rise to express termination rights (see 4.7) in the contract.

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<sup>7</sup> The Postmaster Contract Performance Policy (Postmaster Support Policy) can be found in the Postmaster Support Policies on The Hub <https://poluk.sharepoint.com/sites/thehub/SitePages/Postmaster-Policies.aspx>

## 4.7 Other immediate termination rights

Locals and Mains contracts contain express rights for Post Office to terminate immediately on the occurrence of particular events. Some examples of these rights are detailed in Appendix 1. This is not an exhaustive list.

Post Office must check the express rights set out in the postmaster's contract as these may differ from the ones listed in Appendix 1, before taking any action to terminate the contract.

## 4.8 Termination on notice

Post Office must check the postmaster's contract before taking any action to terminate on notice, to ascertain that the contract contains a right to terminate on notice.

Post Office may only terminate the postmaster's contract on notice where:

- It has knowledge of and has considered the applicable facts, so as not to act arbitrarily, irrationally and capriciously (see 4.9);
- It has reasonable and proper cause to terminate (see 4.10);
- It is not itself in material breach in respect of the matters giving rise to the right to terminate (see 4.11); and
- It has considered what the appropriate duration of the notice period should be in the individual circumstances (see 4.12).

Notice of termination must be given in writing (see 4.13).

## 4.9 Consideration of all the applicable facts

Post Office must obtain and consider all of the applicable facts before making any decision to terminate. This will include following the review process correctly (see 4.2) and completing the Contract Termination Decision Rationale document (see 4.3).

Post Office must not make a decision arbitrarily, irrationally or capriciously, and therefore must carefully follow all of the steps set out in this policy.

## 4.10 Reasonable and proper cause

Depending on the termination on notice wording in the contract, examples of reasonable and proper cause might include:

- breach or breaches by the postmaster of its duties which do not amount to a repudiatory breach;
- Post Office considers that the relationship with the postmaster is no longer working;

- where Post Office no longer requires the branch to be operational for commercial reasons; or
- where Post Office wishes to remodel or restructure the branch and the postmaster does not wish to run a remodelled or restructured branch.

Determining whether Post Office has reasonable and proper cause to terminate will be done following the investigation and documented in the Termination Rational Document (see 4.2 and 4.3).

## 4.11 No material breach by Post Office

Post Office will need to consider whether it has complied with its own contractual duties in relation to matters relevant to the reason for termination. This should be done at the Contract Termination Decision Rationale stage (see 4.3). If Post Office has materially failed to comply with its own contractual duties in relation to the matters relevant to the reason for termination, it is not entitled to terminate on notice. A minor or trivial breach of Post Office's obligations would not be deemed as a material breach for these purposes.

The Contract Advisor must inform themselves of the surrounding circumstances and wider events within the Post Office business as far as possible in order to minimise the risk of terminating a postmaster where Post Office is itself in material breach.

Relevant matters will depend on the reason for termination but might include:

- whether Post Office has complied with its duty to provide adequate training and support to the postmaster;
- whether Post Office has complied with its duty to investigate shortfalls; and/or checking if there were any known issues with Horizon (in the case of shortfalls).

## 4.12 Notice period

Where Post Office decides to terminate a postmaster's contract on notice, it will need to consider what period of notice is appropriate to give the postmaster.

The upper limit (the maximum notice Post Office will be expected to give to a postmaster) for notice periods is typically 12 months.

The lower limit (the minimum notice Post Office will need to give a postmaster) varies by contract type. Typically, these minimum notice periods are as follows, but Post Office must check the relevant clause in the postmaster's contract before proceeding as some termination rights may be subject to different minimum notice periods:

- Mains contract: 12 months;
- Locals contract: 6 months;
- Subpostmaster (SPSO) / Modified Subpostmaster / Community Subpostmaster contract: 3 months;

- Other contract types: minimum notice period specified in the contract.

It is important to remember that these are minimum notice periods, and that an assessment needs to be undertaken to determine the appropriate notice period in each case.

The factors that Post Office will take into account when considering what notice period to give postmasters include:

- The length of service of the postmaster;
- The level of investment made by the postmaster in purchasing the Post Office branch;
- Whether the postmaster lives in residential accommodation that is part of the business premises;
- The reasons why Post Office want to bring the contract to an end.

Post Office will not take into account irrelevant factors when determining the notice period, such as:

- Whether the postmaster has made any complaint to Post Office about any matter; or
- Whether the postmaster is making a claim against Post Office.

Post Office and the postmaster may mutually agree a shorter notice period than stated in the contract. This will need to be formally documented in writing.

Post Office will also be bound by any minimum term in the postmaster's contract. Post Office will not be able to terminate before this minimum term has come to an end, except as permitted in the contract or if there was a repudiatory breach. Post Office will not generally offer payment in lieu of notice (PILON) to a postmaster unless this is requested by the postmaster, in which case, Post Office will consider the request.

#### 4.13 Postmaster Contract Termination Decisions Committee

The purpose of the Committee is to sit on a monthly basis and:

- Review all recommendations to terminate a Postmaster's Agreement and, if the decision has been taken in line with the relevant contract and Post Office policies, approve; or
- Review all recommendations to reinstate a Postmaster's Agreement and, if the decision has been taken in line with the relevant contract and Post Office policies, approve; and
- Ensure that the relevant team has been engaged with and there is a clear line of sight on the actions required; and
- Ensure the lessons learnt from the Committee are shared with the appropriate team(s) and monitor progress to completion.

#### **4.14 Informing a postmaster of termination**

The postmaster will be informed by the Contract Advisor as soon as practicable after the decision is made to terminate their contract. The Contract Advisor will make every effort to inform the postmaster in a clear and professional manner. The decision, and the rationale for the decision, will be put into a termination letter, which will be sent to the postmaster.

When informing the postmaster of the termination of their contract, the Contract Advisor should outline the following to the postmaster (subject to any restrictions on disclosure (see 4.2 above)):

- The reason(s) for the termination, including the factual circumstances and contractual basis;
- That their contract is being terminated in accordance with their contract and Post Office's termination policy, a copy of which can be made available to the postmaster on request;
- That a review into the circumstances giving rise to the right to terminate has been carried out and that the information and records relating to the review have been/will be made available to the postmaster;
- Whether the termination is immediate or with notice;
- If the termination is with notice, how much notice is being given; and
- Any other relevant information and practicalities that should be shared with the postmaster.

#### **4.15 Decision review**

Post Office recognises that if a decision is taken to terminate a contract, the postmaster may not agree with the decision taken. In these circumstances a postmaster may challenge this decision in which case a panel, consisting of independent and external members who have had no material prior involvement in the circumstances that led to the termination, will review the decision.

The Postmaster Contract Termination Decision Review Policy sets out the procedures to be followed should a postmaster wish to challenge the decision to terminate the agreement and clarifies who will be involved in the process.

#### **4.16 Business improvement opportunities**

As part of the investigation process the Contract Advisor may identify improvement opportunities or business issues outside of the decisions being reviewed (for example have avenues of support not offered to the postmaster been identified). In these instances, the Contract Advisor will capture opportunities on the Contract Termination Decision Rationale document.

It is the role of the Head of Contract Management & Deployment to follow up on any business improvement opportunities identified. These will be monitored and tracked.

## 5 Where to go for help

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### 5.1 Additional policies

This Policy is one of a set of policies. The full set of policies can be found on the SharePoint Hub under [Postmaster Support Policies](#).

### 5.2 How to raise a concern

Any postmaster, any postmaster's staff or any Post Office employee who suspects that there is a breach of this Policy should report this without any undue delay.

If a postmaster or any postmaster's staff are unable to raise the matter with the area manager of the relevant branch or if a Post Office employee is unable to speak to her or his line manager, any person can bring it to Post Office's attention independently and can use the Speak Up channels for this purpose. Any person can raise concerns anonymously, although disclosing as much information as possible helps ensure Post Office can conduct a thorough investigation.

For more details about how and where to raise concerns, please refer to the current Whistleblowing Policy which can be found on The Hub under Post Office Key Policies, [accessed here](#), or report online at: <http://speakup.postoffice.co.uk> or call the Speak Up Line on [GRO](#)

Please note that a postmaster may also contact the National Federation of Sub-Postmasters (NFSP) for help and support.

### 5.3 Who to contact for more information

If you need further information about this policy or wish to report an issue in relation to this Policy, please contact Tracy Marshall, Retail Engagement Director at [GRO](#) [GRO](#)

## 6 Governance

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### 6.1 Governance responsibilities

The Policy sponsor, the Group Chief Retail Officer of Post Office, takes responsibility at Group Executive level for policies covering their areas.

The Policy Owner is the Retail Engagement Director who is responsible for ensuring that the content is up to date and is capable of being executed. As part of the review process, they need to ensure that the minimum controls articulated in the policy are working or to identify any gaps and provide an action plan for remediation

Additionally, the Retail Engagement Director and the Head of Contract Management & Deployment are responsible for providing appropriate and timely reporting to the Risk and Compliance Committee and the Audit, Risk and Compliance Committee as required.

The Audit, Risk and Compliance Committee are responsible for approving the Policy and overseeing compliance.

The Board is responsible for setting Post Office's risk appetite.

## 7 Document control

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### 7.1 Document control record

#### Summary

GE Policy sponsor	Standard owner	Standard implementer	Standard approver
Martin Roberts (Group Chief Retail Officer)	Tracy Marshall (Retail Engagement Director)	David Southall (Head of Contract Management and Deployment)	R&CC/ARC
Version	Document Review Period	Policy – effective date	Policy location
5.0	Annual	12/2023	Postmaster Support Policies on SharePoint Hub

#### Revision history

Version	Date	Changes	Updated by
1.1	2nd March 2020	Draft Version	Tim Perkins
1.3	6th March 2020	Legal Review	Tim Perkins
1.4	17th March 2020	For working group review	Tim Perkins
1.5	9th April 2020	Final Draft with working group revision	Tim Perkins
1.6	14th May 2020	Final draft following further legal review	Tim Perkins
2.0	6th April 2021	Annual review – initial draft changes	David Southall, Head of Contract Management & Deployment
2.1	14th April 2021	Initial legal review	David Southall, Head of Contract Management & Deployment
2.2	26th April 2021	Second legal review Addition of process map Alignment with other postmaster support policies	David Southall, Head of Contract Management & Deployment
2.3	4th May 2021	Risk appetite amendment	Jo Milton
3.0	23rd May 2021	Updated following ARC feedback including: Updated to V3.0 Addition of definitions Addition of Contract Performance Rationale Added linked policy statement to front page	David Southall Head of Contract Management & Deployment

		<p>Added reference to the Group Investigations Policy to section 3.3 Who Must Comply?</p> <p>Updated link to section 5.1</p> <p>Added footnotes to link to other policies referred to in this policy.</p>	
3.1	16 November 2021	<p><b>Annual review</b></p> <p>3.1 Updated risk appetite statements to include Operational statements</p> <p>1.1 Definition, 3.4 Roles and Responsibilities – amendment to make up of Contract Termination Decision Review Group</p> <p>3.5 Minimum Control Standards and 4.3 Termination Rationale – updated to reflect legal services review the Termination Rationale Document</p> <p>4.15 New section – Business Improvement Opportunities</p> <p>8.2 Updated Termination Rationale Document</p>	David Southall Head of Contract Management & Deployment
3.2	18 February 2022	<p>Updates made to reflect legal review of Decision Review Policy and changes relevant to this policy.</p> <p>NFSP review</p>	David Southall, Head of Contract Management & Deployment
4.0	1 <sup>st</sup> April 2022	Amended version number following approval	Jo Milton
4.1	5 <sup>th</sup> July 2022	2.1, 3.4, 3.5, 5.3, 6.1, 7.1 – updated owner and sponsor Font updated to Nunito Sans	Jo Milton
4.2	10 <sup>th</sup> October 2023	<p><b>Annual Review</b></p> <p>1.1(and throughout) - Contract Decision Review Group replaced with the Contract Termination Decision Committee</p> <p>1.1 (and throughout) - Definition of 'Investigation' changed to 'Review' to better reflect what the Contract Advisors do in reviewing the situation and determining any necessary action</p> <p>1.1 (and throughout) - Termination Rationale renamed Contract Termination Decision Rationale (plus associated changes throughout)</p> <p>2.1 Policy owner changed to Retail Engagement Director (and associated changes throughout)</p> <p>3.4 RCC and ARC added</p> <p>3.4 Addition of a note to say that the NFSP representative, legal representation or other support talk on a postmaster's behalf during any meeting with Post Office Ltd</p> <p>3.5 Assurance review now undertaken by Assurance &amp; Complex Investigation Team</p> <p>4.13 Additional section outlining the responsibilities of the Postmaster Contract Termination Decisions Committee</p> <p>5.2 Added Speak Up contact details</p> <p>8.2 Added latest decision rationale document</p>	David Southall
5.0	15 <sup>th</sup> December 2023	Amended version number following approval Rebranded	Jo Milton

## 7.2 Oversight committee

**Oversight Committee:** Risk and Compliance Committee and Audit, Risk and Compliance Committee

Committee	Date Approved
POL R&CC	10 NOV 2023
POL ARC	27 NOV 2023

**Next review:** 30 NOV 2024

## 7.3 Company details

Post Office Limited and Post Office Management Services Limited are registered in England and Wales. Registered numbers 2154540 and 08459718 respectively. Registered Office: Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ.

Post Office Management Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), FRN 630318. Its Information Commissioners Office registration number is ZA090585.

Post Office Limited is authorised and regulated by Her Majesty's Revenue and Customs (HMRC), REF 12137104. Its Information Commissioners Office registration number is Z4866081.

VAT registration number GB 172 6705 02. Registered office: Finsbury Dials, 20 Finsbury Street, London, England EC2Y 9AQ

## 8 Appendices

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### 8.1 Examples of immediate termination rights

#### **Examples of immediate termination rights in Locals and Mains contracts**

This is illustrative only. Post Office must check the postmaster's contract (as interpreted following Bates & Others vs Post Office [2019] EWHC 606) which may differ.

Part / Clause ref	Description
Part 2, Clause 16.2.2	A repudiatory failure to provide Products or Services to the required standards
Part 2, Clause 16.2.3	Ceasing to operate the Basic Business
Part 2, Clause 16.2.4	Provision of false or misleading information or omission of any material fact prior to entering the Agreement
Part 2, Clauses 16.2.5 – 16.2.9	Insolvency events
Part 2, Clause 16.2.10	Failure to acquire or enter into a Valid Property Interest prior to taking up occupation of the Branch Premises
Part 2, Clause 16.2.11	Changes to the use of the Branch Premises in contravention of the terms of the Valid Property Interest
Part 2, Clause 16.2.12	Breach of the terms of the Valid Property Interest and/or breach of tenancy, lease or freehold interest which could result in that interest being terminated or the postmaster being unable to comply with its contractual obligations
Part 2, Clause 16.2.13	Criminal charges (other than a road traffic offence not involving imprisonment)
Part 2, Clause 16.2.14	A repudiatory challenge of Post Office's intellectual property rights
Part 2, Clause 16.2.15	A repudiatory failure to properly account for any money due to, or stock of, Post Office or its clients

Part 2, Clause 16.2.16	A repudiatory failure to pay any sum due to Post Office under the Agreement by the due date
Part / Clause ref	Description
Part 2, Clause 16.2.17	A repudiatory failure to inform Post Office of certain FSMA regulatory matters under clause 3.6.7 of Part 2 of the contract
Part 2, Clause 16.2.18	Unacceptable change or proposed change in the Operator's regulatory status under FSMA that repudiates the contract
Part 1, Clause 1.8/1.9	Changes to the nature of the Basic Business which Post Office reasonably regard as bringing Post Office, the Branch or its business into disrepute

## 8.2 Contract Termination Decision Rationale

<b>Branch Details</b>	
<b>Branch Name</b>	
<b>Branch Code</b>	
<b>Contract Type and Code (i.e., Local NT1)</b>	
<b>Operator Name</b>	
<b>Named individual (any reference made to this individual within this document is as representative of the Operator)</b>	
<b>Is the Operator an absentee</b> (i.e., managing from a distance)?	YES/NO*  *delete as applicable
If so, please explain the situation with the Operator's involvement.	
<b>If the Operator is an absentee please name the person in charge of the branch</b> (including details of the person present at the time of the Branch Assurance visit (if applicable)).	
<b>Appointment date</b>	
<b>Original appointment date</b> (If not same as above, for example if the branch converted under Network Transformation)	
<b>Is the contract with a Limited Company?</b>	YES/NO*  *delete as applicable
If so, please list the Director's names:	
<b>Date Contract Signed</b>	
<b>Date Contract Countersigned</b>	
<b>Fees over last twelve months</b> (or since opening if less than twelve months – please note time)	
<b>Associated Retail</b> (please refer to Preface and explain any difference with the Agreement)	
<b>Details of registered assistants</b>	

Does the Operator hold a Post Office Agreement at other branches? If so, please list the branch name(s) and branch code(s).	
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<b>Background to Decision Being Considered</b>	
<b>Background Details</b>	

<b>Meeting(s)</b>	
<b>Notes from any meeting(s) held with the Operator during the course of the review.</b>	
<b>Detail any areas coming from the meeting(s) held with the Operator that warrant further review</b>	

<b>Case Review</b>	
<b>Onboarding Application Review – relevant details</b>	
<b>Details of Onboarding training</b> <ul style="list-style-type: none"><li>• e-learning</li><li>• classroom</li></ul> <b>onsite (including first balance)</b>	
<b>Details of early days support</b>	
<b>Details of formal training intervention</b>	
<b>Details of any branch visits</b>	
<b>Review of inbound branch support call logs for anything relevant to the matter being reviewed (12 month review)</b>	

<b>Review of outbound branch support call logs for anything relevant to the matter being reviewed (12 month review)</b>	
<b>Relevant supporting branch transaction data (which could include cash declarations, trading statement details and any other pertinent information).</b>	
<b>Was a Network Support &amp; Resolution Team discrepancy review report requested? If not, please explain why.</b>	
<b>If completed, summary of findings from the Network Support &amp; Resolution Team discrepancy review report</b>	
<b>Any changes to the Central Postmaster Account since suspension (if applicable).</b>	
<b>Record of any performance history in branch over the past 12 months:</b>  Record any relevant details from the Operator's history in the past 12 months prior to this issue (for example service length and record, any previous or ongoing written directions or warnings and how Post Office followed up on any warning and direction and provided necessary support and training during/afterwards). If required, the review can go back further than 12 months.	
<b>Notes of contact with any other stakeholder (detailing who they are, what is their role and why they have been contacted)</b>	

<b>Are there any other relevant areas of review, not already recorded above?</b>	
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<b>Breaches Of Agreement</b>
<p><b>Detail information identified from the review against each breach of the Contract/manual identified as a result of the review (provide clause details and section and clause numbers). If appropriate, reference to appropriate sections of the manuals that have been breached.</b></p> <p><b>It is important to be clear why the breach is repudiatory and in the analysis why something is not capable of remedy. It is important to be relevant in the commentary against the suggested breaches</b></p> <p><b>(Enter the contractual breach/es identified and provide a narrative against each breach.)</b></p>
Write what the breaches are – what is the evidence - nothing new in this section –

<b>Considerations</b>	
<b><u>Criteria for Consideration</u></b>	
a) <b>What is the impact on the Operator, were we to terminate, and how has this impacted the decision you have made?</b>	
b) <b>What is the direct involvement or responsibility of the Operator in the actions that led to the breach, and can this be mitigated? For instance, is the Operator posing the risk or have they been unaware of events caused by assistants?</b>	
c) <b>Risk to POL funds</b>	
d) <b>Risk to POL brand or reputation of the Operator continuing to operate the Branch</b>	

e) <b>What is the impact of the decision on customers and suppliers?</b>	
f) <b>Has someone suffered loss or damage as a result of the breach?</b> This could be the Operator, Customer, POL themselves or suppliers. Please detail who and how.	
g) <b>Please note any relevant information provided by the Operator. This can include any material issues or concerns raised by the Postmaster that need to be considered.</b> (It is for the Contract Advisor to exert their judgement in each individual case to ascertain whether the circumstances and reasons given are pertinent to the decision taken.)	
h) <b>Operator's history i.e. service length and record, any previous written directions or warnings and how POL followed up on any warning and direction and provided necessary support and training during/afterward</b>	
i) <b>Has Post Office Ltd.'s actions (or inaction) contributed to the issue?</b> (For termination considerations only where the material breach by Post Office is connected to the basis on which it is relying to terminate)	
j) Any other comments to support the recommended decision	

**Factors for or against in determining whether to recommend contract termination or contract reinstatement**

(This is not a numerical analysis, and the importance of each item must be considered).

Factors supporting not terminating	Factors supporting termination

## Decision Rationale

### Recommended Decision:

### Rationale to support recommended decision (only refer to the reasons which were relied upon to terminate)

[i.e., why have you recommended this course of action and excluded the alternative options above, based on the balance of probabilities. Include your consideration of the Operator's interests in light of this decision]

The following factors must be considered (where applicable):

- a) the duty of good faith, which is "The duty of good faith means POL cannot terminate (i) arbitrarily, irrationally or capriciously (ii) without reasonable and proper cause and / or (iii) in circumstances where POL is itself in breach of material duty in respect of the matters which POL considers give it the right to terminate".
- b) whether post Office has complied with its own contractual duties in relation to matters relevant to the reason for termination (in line with section 4.13 of the Operator Contract Termination Policy).
- c) If termination is being considered in addition to demonstrating the contractual grounds for termination it is also very important to demonstrate why we should terminate
- d) if termination on notice is being considered whether consideration has been given to the appropriate period of notice (in line with section 4.13 of the Operator Contract Termination Policy)

## Contract Advisor Detail

Name of Contract Advisor making recommendation	
Date submitted	

## Head of Contract Management & Deployment Review

Name	
Date reviewed	

### Legal Assurance

Date submitted	
Feedback	
Date provided	

### Decision Making Authority

Name(s)	
Rationale for decision	
Date completed	

### Appendix 1 – Operator Contact

Notes from contact with Operator, through the course of the review (not including details of any meetings with the Operator):	
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### Appendix 2 – Improvements Opportunities Identified

Note: This section is to note any potential business improvements which have been raised through the review.

### Appendix 3 – Relevant Documents

Number	
1	
2	
3	
4	
5	

POL00447951  
POL00447951

