

Claimant
E M Cottam
Second
Exhibits "-"
Dated : August 2004

CLAIM NO CR101947

IN THE BLACKPOOL COUNTY COURT

B E T W E E N

POST OFFICE COUNTERS LIMITED

AND

MRS JULIE WOLSTENHOLME

Claimant

Defendant

SECOND WITNESS STATEMENT OF ELAINE MARY COTTAM

I, ELAINE MARY COTTAM (NEE TAGG) of Area Intervention Office, 27 Hargreaves Street, Burnley, BB11 1DU **STATE AS FOLLOWS:**

- 1 I refer to my first Witness Statement dated 16 October 2003 which sets out details of my position with Post Office Limited ("the Post Office") as a Retail Line Manager and my responsibilities in that position. I confirm that I am still employed by the Post Office as a Retail Line Manager.
- 2 The facts and matters deposed to in this statement are within my own knowledge unless I say so. In so far as they are within my own knowledge, they are true. In so far as they are derived from information provided to me by others, they are true to the best of my knowledge and belief.
- 3 The Post Office Counter services which are supplied by all Postmasters/Sub-Postmasters, which therefore would have been supplied by the Defendant ("Mrs

Wolstenholme") during the period of her engagement as Sub Postmaster of Cleveleys Post Office include the following:

- i) Postal services including the provision of various stamps;
- ii) The provision of Motor Vehicle Licensing discs;
- iii) The arrangement of Postal Orders;
- iv) National Savings Banks deposits and withdrawals;
- v) Recorded Delivery services;
- vi) Special Delivery Services;
- vii) Procedures for dealing with standard parcels;
- viii) Dealing with Pensions and Allowances which amongst others would consist of:
 - a) Child Benefits,
 - b) War Pensions,
 - c) Disability Pensions,
 - d) Income Support,
 - e) Retirement Pensions,
 - f) Invalidity Benefits,
 - g) Industrial Injury benefits;
- ix) Renewal of Television Licences;
- x) Processing and dealing with Pre-Ordered Bureau De Change Currency;
- xi) Processing and dealing with Pre-Ordered Travellers Cheques;
- xii) Dealing with and supplying Post Office phone cards;
- xiii) Taking deposits for the Alliance & Leicester Building Society;

- 4 It is important to note that the products and services supplied by the Postmasters on behalf of the Post Office are supplied at fixed prices and there is no ability on the part of the individual Postmaster/Sub Postmaster to negotiate the fixed price.
- 5 In particular, all services supplied by the Postmasters are supplied at fixed prices determined by the Post Office and there can be no difference in such prices between individual Post Offices or between different customers.
- 6 By way of example, in the case of first and second class postal services, recorded and special delivery services, and standard parcel services, there are fixed prices which cannot under any circumstances be varied.

- 7 By way of further example, in the case Bureau De Change, the individual Postmaster is given a set of rates by the Post Office and that Postmaster can only buy and sell currency at those set rates.

- 8 Further, in the case of postal orders the Postmaster must charge the cost of the postal order and the "poundage" which is a fee fixed by the Post Office and is not in any way negotiable. In the case of payments of bills at the Post Office, there is fixed fee payable by the customer and the individual Postmaster cannot increase or reduce this fee.

- 9 In the case of all Postmaster/Sub-Postmaster Contracts, the Post Office has absolute control in relation to the Post Office's products and services supplied by the Postmaster/Sub Postmaster to the customer.

STATEMENT OF TRUTH

I believe the facts stated in this witness statement are true.

Signed :

Elaine Cottam

Dated :

...11th August 2004