

From: Swil, Jonathan
Sent: 11 March 2014 18:44
To: David Oliver [mailto:]; GRO
Cc: Chris Aujard [mailto:]; GRO; Belinda Crowe
[mailto:]; Band, Christa
Subject: RE: Following discussions at Post Office

David

We have considered your question below.

We agree that insofar as a SPMR's claim is for loss suffered as a result of the wrongful termination of his contract, the maximum damages he could claim are likely limited to the pay to which he would otherwise have been entitled during the three month notice period.

Section 1, clause 10 of the contract entitles Post Office to determine the contract on giving a SPMR three months' notice. It also entitles termination for breach of a condition of the contract or non-performance of obligations or services under it. Accordingly, it does not matter for what reason the SPMR's contract is terminated, provided three months' notice is given. If no or less than three months' notice is given, then Post Office would need to establish that the SPMR had breached a condition or not performed an obligation or services. If Post Office cannot do that, then it will be in breach to the extent of the insufficient notice and the losses flowing from that breach would likely only be the pay lost during the or the remainder of the notice period. In some cases, such damages may well be less than three months pay because of the general duty to mitigate loss (i.e. in this case, to find a new source of income) and/or any savings of costs that would otherwise ordinarily be incurred by the SPMR in his Post Office business if his contract had not been terminated prematurely.

The claims in respect of other categories of alleged liability and loss e.g., wrongful "loss recovery" by Post Office, are a separate matter.

Kind regards

Jonathan

From: David Oliver [mailto:]; GRO
Sent: 11 March 2014 12:33
To: Swil, Jonathan
Cc: Chris Aujard; Band, Christa; Belinda Crowe
Subject: RE: Following discussions at Post Office

Jonathan,

Thanks. Following up our conversation:

- Yes on the structure please stick to our revised structure.
- On timing Chris would like a review meeting on Monday and then a draft on Wednesday.
- On Second Sight as discussed please focus on any legal risk and forward looking not an analysis of how we engaged them.

Separately grateful for an urgent answer to the question – is there anything you have seen to call into question Bond Dickinson's advice that Post Office's liability with respect to a SPMR who has been summarily dismissed is framed by the contractual notice period? Please let us know asap if you have a different view. In other words are the claims for consequential loss completely out of court?

Regards

david

David Oliver
Programme Manager
Initial Complaint and Mediation Scheme

GRO
Mobile GRO

From: Swil, Jonathan [mailto:GRO]
Sent: 10 March 2014 18:44
To: David Oliver
Cc: Chris Aujard; Band, Christa; Belinda Crowe
Subject: RE: Following discussions at Post Office

David

Thanks for this. I'm generally free to discuss anytime tomorrow morning after 9.30am. Let me know what time suits you.

Kind regards

Jonathan

From: David Oliver [mailto:GRO]
Sent: 10 March 2014 18:35
To: Swil, Jonathan
Cc: Chris Aujard; Band, Christa; Belinda Crowe
Subject: Following discussions at Post Office

Jonathan,

Thanks for the paper. We have cut down further and reshaped to fit house style. Can we discuss tomorrow morning once you have had a chance to review?

Thanks

David

David Oliver
Programme Manager
Initial Complaint and Mediation Scheme

GRO
Mobile GRO

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