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POST OFFICE COUNTERS LTD

SECTION 1

SUBPOSTMASTERS' CONTRACT AND STATUS

**CONTRACT**

1. The contract is a contract for services and consequently the Subpostmaster is an agent and not an employee of Post Office Counters Ltd.
2. All references to Subpostmasters are to be construed as including Subpostmistresses unless otherwise stated or implied from the context.
3. The Subpostmaster must provide and maintain, at his own expense, reasonable office accommodation required by Post Office Counters Ltd, and pay also at his own expense, any assistants he may need to carry on Post Office Counters business.
4. The hours of attendance (liable to variation) are:-

to		to	
to		to	on Sundays
to		to	
to		to	on Bank Holidays
to	on week days	to	
		to	on Public Holidays
to	on	days, except when registered items or parcels are on hand	
		for despatch, when it may be necessary to attend at	PM.

5. The Subpostmaster is not obliged to attend the sub-office personally but he is required, whether he is there or not, to accept full responsibility for the proper running of his sub-office and the efficient provision of those Post Office services which are required to be provided there. Retention of the appointment as Subpostmaster is dependent on the sub-office being well managed and the work performed properly to the satisfaction of Post Office Counters Ltd.

6. The Subpostmaster is informed at the time of his appointment of the classes of business he is required to provide. He must also undertake, if called upon to do so later, any other class of business not required at the time of his appointment but which Post Office Counters Ltd may subsequently and reasonably require him to do, except that Post Office Counters Ltd may not require him to undertake Mailwork where the Subpostmaster did not undertake to do so as part of the terms of his appointment.
7. If Post Office Counters Ltd alters the services to be provided or withdraws a service the Subpostmaster has no claim to compensation for any disappointment which may result from the change.
8. The terms of the appointment of Subpostmaster do not entitle the holder to be paid sick or annual leave, pension or to compensation for loss of office.
9. If on resignation of his appointment the Subpostmaster disposes of his private business and/or premises in which the sub-office is situated, the person acquiring the private business and/or the premises or exchanging contracts in connection with the purchase of the private business and/or premises will not be entitled to preferential consideration for appointment as Subpostmaster.
10. Should the Subpostmaster desire to resign his office he must give three calendar months notice in writing failing which he shall be liable to bear any expense incurred by Post Office Counters Ltd in consequence. The Agreement may be determined by Post Office Counters Ltd at any time in case of Breach of Condition by him, or non-performance of his obligation or non-provision of Post Office Services, but otherwise may be determined by Post Office Counters Ltd on not less than three months notice.
11. The Subpostmaster will display a vacancy notice in the Sub-Post Office window at the time of his resignation if so required by the Regional General Manager.
12. The Subpostmasters' initial remuneration will be in accordance with the official figures of business found to be warranted at the last revision.

## PO RULES & POSTAL INSTRUCTIONS

13. SECTIONS 1-23 contain the general terms of a Subpostmasters' appointment. Post Office Counters Ltd issues the Subpostmaster with rules and Postal Instructions which deal with the various classes of Post Office Business to be transacted at his sub-office.
14. The rules provided for the instruction and guidance of Subpostmasters must be kept up to date. They must be carefully studied and applied. No breach of rules will be excused on the grounds of ignorance.
15. Operational rules are intended for the instruction an guidance of both the Subpostmaster and the staff which he employs at his sub-office. The Subpostmaster must ensure that his Sub-Office Assistants carry out their duties in accordance with the rules and instructions affecting their respective duties.
16. Certain Postal Instructions are supplied to Mailwork offices for the use of the postmen employed there and should be kept in a position where they are readily available for reference. These particular instructions and rules do not apply to Subpostmasters.
17. Duties - The principal duties at present required have been marked on the following list:-

Sale of Postage Stamps. Filling and clearing of Stamp-Selling Machines. Treatment of Postal Packets, including Overseas Parcels, Despatch and receipt of Mails.

Business connected with:

Postal Orders	Telephone Accounts
Pension Allowances	Telephone Saving Stamps
Saving Certificates	National Insurance
Savings Bank, Government Stock and Annuities	Premium Savings Bonds
Television Licences	Local Taxation Licences
Television Licence Savings Stamps	Girobank
Motor Vehicle Licence Saving Stamps	Community Charge.

**CONTRACT - CHANGES AND AMENDMENTS**

18. Changes in conditions of service and operational instructions, including those which are agreed with the National Federation of Sub-Postmasters, will appear from time to time in Counter News or by amendment to the Contract. Such changes and instructions are deemed to form part of the Subpostmaster's contract.

**REGIONAL GENERAL MANAGER**

19. All instructions received from the Regional General Manager should be carried out as promptly as possible.

END

POST OFFICE COUNTERS LTD

SECTION 2

REMUNERATION

**GENERAL**

1. A Subpostmaster is paid according to the amount of work which is transacted at his sub-office.

**FREQUENCY OF PAYMENT**

2. Remuneration is paid monthly, in arrears, normally at the rate of 1/12 of the annual remuneration, by bank credit transfer.
3. The amount of work undertaken at a sub-office is assessed periodically. The Subpostmaster's remuneration may be increased or decreased accordingly, except that if the work done is below a specified level, a fixed minimum payment will be made.

**REVISIONS**

4. The assessment of work done for the purpose of a periodic revision of remuneration is undertaken in the following way.
5. Every major item of work undertaken in sub-offices has been assigned a "unit credit" e.g. the unit credit for the payment of a pension is 3. The amount of the unit credit assigned to a particular transaction is intended to reflect the amount of time required to complete the transaction and any associated accounting work. A list of the items of work to which unit credits have been assigned and the current amount of those unit credits, which is applied uniformly for all sub-offices, is at APPENDIX 1. The amount of any unit credit may be increased or decreased, after negotiations with the National Federation of Sub-Postmasters a new unit credit or cash allowance will similarly be introduced when Subpostmasters are required to undertake any major new item of business.

6. Information about the number of transactions for those items of work listed at APPENDIX 1 undertaken at the sub-office, over the 12 month period of which the revision is being prepared, are extracted from accounting records.
7. The number of transactions of each item of work which has been performed is multiplied by the unit credit assigned to that item of work. Total unit credits are so determined for every item of work, at APPENDIX 1. They are totalled and increased by 3% to allow for other minor items of business which do not justify a specific unit credit. The figure which results is the final total of unit credits applicable to the office concerned.
8. The annual amount of remuneration to be paid in respect of the sub-office is determined by reading from a table which lists the annual amount of remuneration payable in respect of any final total of unit credits. This table, called a unit scale, is published (as a supplement to Counter News. The cash figure given by the unit scale is called the "scale payment").
9. In addition to the scale payment determined according to paragraphs 5 to 8 above, certain cash allowances may also be paid. The circumstances in which such allowances are paid, and their value, are also set out in a supplement to Counter News.
10. The scale payment is in respect of the provision of Post Office Counter services during the hours of opening.

#### **FREQUENCY WITH WHICH REVISIONS ARE UNDERTAKEN**

11. The Procedure described at paragraphs 5 to 9 is normally undertaken at every sub-office, and the Subpostmaster's remuneration adjusted accordingly, at yearly intervals (the "annual revision").

**DATES ON WHICH ANNUAL REVISIONS ARE DUE**

12. Annual revisions in the area controlled by The Regional General Manager are carried out according to a rota. Every office occupies a particular place in that rota and the date when revision is due is fixed accordingly. It does not depend upon the date when the Subpostmaster was appointed, and may not be altered, except that: the Regional General Manager may bring forward the date of an annual revision by not more than 3 months. If he does so, and the revision results in a reduction in the Subpostmaster's remuneration, this reduction will not be made until the "old" revision date, unless the appointment has become vacant in the meantime.

**INFORMATION ON WHICH REVISIONS ARE BASED**

13. The dates on which revisions may be due, and the corresponding period from which records of work done will be used are:

DATE ON WHICH REVISION DUE:	PERIOD FROM WHICH RECORDS USED:
1 January	Year Ended the preceding 30 September
1 February	Year Ended the preceding 30 September
1 March	Year Ended the preceding 31 December
1 April	Year Ended the preceding 31 December
1 May	Year Ended the preceding 31 December
1 June	Year Ended the preceding 31 March
1 July	Year Ended the preceding 31 March
1 August	Year Ended the preceding 31 March
1 September	Year Ended the preceding 30 June
1 October	Year Ended the preceding 30 June
1 November	Year Ended the preceding 30 June
1 December	Year Ended the preceding 30 September

14. Normally the actual record of transactions carried out in the sub-office over the appropriate 12 month period is used in assessing remuneration, and the Subpostmaster must supply certain information for use in the revision. However, certain adjustments may be made to the figures actually recorded.

15. Where a type of work (e.g. savings bank work) has been entirely withdrawn in the course of the year covered by the returns of work or subsequently, but before the due date of the revision, no unit credits for this work will be included in the final total of unit credits used for determining the future scale payment. However, unit credits based on the annual equivalent of the work performed up to the date of withdrawal will be included in the final total of unit credits used in calculating any arrears of remuneration which may be due.
16. Where there has been a temporary increase in the work undertaken at a sub-office for whatever reason, the increase in the work will be included in the figures of business used at the time of the next revision.
17. When a sub-office is temporarily closed (except to allow the Subpostmaster to take a holiday) or a particular type of work is suspended for a period falling within the year covered by the returns of work, the actual figures of work done in the 12 month period will be increased proportionately in order to cover the temporary closure or suspension of business.
18. Where a Subpostmaster receives unit credits for scheduled attendance between 6am and 9am, attendances during the revision period will be averaged when assessing remuneration.
19. Details of the figures on which an annual revision has been based are given to the Subpostmaster before any adjustment is made to his remuneration.

#### **BACK-DATING OF RESULTS OF REVISIONS**

20. If following an annual revision the Subpostmaster's remuneration is to be increased, then this increase is backdated to a date 6 months before the date on which the revision was due. Arrears of remuneration are paid accordingly.
21. If following an annual revision the Subpostmaster's remuneration is to be decreased, the reduction will come into effect only from a current date, i.e. the date on which the revision is finalised and implemented.

## **INTERMEDIATE REVISIONS**

22. A Subpostmaster will not normally be allowed to claim a revision of remuneration between annual revisions. However, where he can demonstrate exceptional circumstances, which cause a major change to the volume of business transacted (e.g. closure of a neighbouring office or other clearly identifiable change) the claim should be submitted via the Regional General Manager to Post Office Counters Business Headquarters who will have sole discretion to decide whether an abnormal change in business has occurred. Where Post Office Counters Ltd is satisfied that such a case exists any intermediate revision will attract arrears to the date of the increase in work, which must not be before the date of the figures of business for the previous revision.

## **ADJUSTMENT OF REMUNERATION FOR NEW TYPES OF BUSINESS**

23. If a new class of business is required to be undertaken at a sub-office, except at minimum payment sub-offices (see paragraph 3), an estimate is made of the additional amount by which the new work is likely to increase the Subpostmaster's annual remuneration. The estimate is arrived at by taking the figures for the new business transacted during the month following its introduction and multiplying appropriately to produce an annual figure. Two-thirds of the estimated increase in remuneration should be paid as soon as possible after the introduction of the new work. The increase is adjusted as appropriate when figures of business for a full year are available.
24. No change is made at minimum payment sub-offices except where the new class of business warrants a higher minimum payment. This higher rate is paid from the date of introduction of the new business.

## **SEASON SUB-OFFICES**

25. Where a sub-office is regularly open for part of the year only, remuneration will be paid for the period of opening only. The minimum payment for the class of office or half the estimated remuneration, whichever is the greater, will be paid provisionally and, at the end of the season, the remuneration will be revised on the basis of the actual work performed.

#### **SUBPOSTMASTER'S PERSONAL BUSINESS**

26. Full credit is normally allowed for the personal Post Office business of a Subpostmaster and members of his household, but Post Office Counters Ltd reserves the right to withhold credit for part of such business at its discretion.

#### **RETURNS COMPLETED BY SUBPOSTMASTERS FOR REVISION PURPOSES**

27. Subpostmasters will be notified by the Regional General Manager of the periods during which counts of items for revision purposes are to be undertaken. It is essential that Subpostmasters complete and return these records without delay failure to do so may adversely affect calculation of the Subpostmaster's remuneration.

#### **CANVASSING**

28. Canvassing of persons, firms or companies or any action having the object of inducing the transaction at a sub-office business of persons, firms or companies residing at or carrying on a business at a place nearer to another Post Office, or the delivery of stamps or postal orders at the premises of persons, firms or companies is forbidden. Remuneration may be withheld in respect of any business obtained by a Subpostmaster in breach of this rule.

#### **QUESTIONS ABOUT REMUNERATION**

29. If a Subpostmaster considers that the foregoing rules have not been correctly applied in the case of his office he should make any representations to the Regional General Manager.

(APPENDIX 1 FOLLOWS)

APPENDIX 1

Description	Unit Credit	Remarks
1 Letter posted across the counters. These items of business are now formed into a baseline traffic figure comprising of traffic for the following posted items, taken from four quarterly counts of traffic recorded on forms P2313 in 1986, or a subsequent weeks count, whichever is the later.		The base line traffic figures were formulated from an estimate of the yearly traffic based on a weeks traffic taken 4 times in 1986 to secure a fair average. The multiplier was then applied to give an annual figure, including an allowance of 4 additional weeks for Christmas pressure. Subsequent to 1986 Subpostmasters/District Managers were able to undertake a special one weeks traffic count.
Inland Letter Packets		
(a) Unbundled adhesive stamped items above the minimum weigh step tendered for individual weighing (as for inland letter packets (b)).	.75	Multiplier of 10.5 applied to bring it to an annual equivalent (i.e. $0.75 \times 14$ )
(b) Unbundled adhesive stamped items within the minimum tariff weight step tendered for individual weighing at the request of the customers and accepted across the counter for transmission by letter post.	7.5 per 20 items	Multiplier of 5.25 applied to bring it to an annual equivalent (i.e. $7.5 \times 14$ )
(c) Adhesive stamped items, irrespective of weight, presented for posting at the counter in bundles tied with string or held with rubber bands which do not require individual treatment by the Subpostmaster.	1.5	Multiplier of 21 applied to bring it to an annual equivalent (i.e. $1.5 \times 14$ )
Overseas Letter Packets		
(a) Unbundled adhesive stamped items, bearing a customs declaration, tendered for individual weighing as for inland letter packets (b).	3.25	Multiplier of 45.5 applied to bring it to an annual equivalent (i.e. $3.25 \times 14$ )
(b) Unbundled adhesive stamped items not bearing a customs declaration form, excluding postcards and officially approved air letter forms, tendered for individual weighing as for inland letter packets (b).	1.5	Multiplier of 21 applied to bring it to an annual equivalent (i.e. $1.5 \times 21$ )
(c) Adhesive stamped items, irrespective of weight (presented as for Inland letter packets (c))	1.5	Multiplier of 21 applied to bring it to an annual equivalent (i.e. $1.5 \times 21$ )
Meter Franked Correspondence handed in over the counter		The yearly traffic is calculated as for letter packets.

APPENDIX 1

	Description	Unit Credit	Remarks
	(a) Bundles	0.5	Multiplier of 7 applied to bring it to an annual equivalent (i.e. 0.5 x 14)
	(b) Pouches	3	Multiplier of 42 applied to bring it to an annual equivalent (i.e. 3 x 14)
	Recorded Delivery Items posted	1.25	The yearly traffic is calculated as for letter packets. A multiplier of 17.5 is applied to give an annual figure (i.e. 1.25 x 14)
	Reply Paid Postage Packets posted	5.25 per 20 items	Multiplier of 21 is applied to bring 4 weeks traffic to an annual equivalent
2	Compensation Fee Parcels	2.5	
3	International Parcels	5.5	
4	Personal Account Cheque deposits	1	
5	Discount wholesale stamp books	10	
6	Registered letter posted	3.25	
7	Ulster Savings Certificates repaid	9.5	
8	Postage stamps sold	16.4 per £10	This credit covers postage stamp, stamped stationery sales and philatelic items as well as stamps supplied for vending machines.
9	Milk Tokens issued	7 per 10	
10	Citizen Band Radio Licence stamps sold	4	Annual traffic based on number of licence fee stamps sold.
11	National Insurance stamps sold	5.5 per £10	Sales rounded up to next £10.
12	No of pensions paid	3	
13	Allowance paid	2.5	
14	PSB warrants repaid	6.25	
15	Savings bank deposits and withdrawals	6.5	
16	No of DNS Dividend Warrants cashed	4	
17	DNS Other Stock and Bond payments	6.5	
18	Savings Certificates repaid	9.5	
19	Premium Savings Bond repaid and each prize repaid	1.5	
20	Motor Vehicle Licence stamps supplied (less returns)	2.75 per £10	Sales rounded up to next £10.

APPENDIX 1

	Description	Unit Credit	Remarks
22	Television Licence savings stamps supplied (less returns)	6.5 per £10	Sales rounded up to next £10.
23	Local Taxation licences sold	5.75	
24	Televisions licences sold	6	
25	Motor Vehicle licences issued	13	
26	Thomas Cook's/Visa Travellers cheques supplied (less returns)	3.75 per £156	
27	International Money Orders	4.5	
28	Postal Orders supplied (less number returned)	1.5	
29	Postal Orders paid	1	
30	Postal Orders in excess of 5,000 paid in batches where a docket is used	0.5	
31	Cashing other Bank Cheques	4	
32	Girobank deposits, inpayments and Transcash transactions	4.25	Number of transactions.
33	Girobank deposits, inpayments and Transcash transactions aggregate value	1 per 115	This credit is in addition to the normal Girobank deposit, inpayment and Transcash credit of 4.25 units and Girobank rent/rates voucher and card credit of 4 units.
34	Girobank coloured social security payment orders	3.5	
35	Girobank outpayments and withdrawals	4.5	
36	Girobank rent/rate voucher and card payments	4	
37	Phonecards	7 per £10	
38	No of Telephone Subscribers' accounts paid	3.5	
39	Telephone Saving stamps supplied (less returns)	6.5 per £10	Sales rounded up to next £10
40	RMSD items accepted	1.5	
44	NHS Prescription Charge Refunds	5	
45	Refunds on Mono TV Licences	7	

APPENDIX 1

	Description	Unit Credit	Remarks
	<b>Mailwork Offices</b>		
42	Mailwork:  Posted  No of unregistered letters etc. for one week which are subject to a sorting office process (plus 6% to cover "Christmas Pressure").  Delivered  Average number of unregistered letters etc. for one week (plus 6% to cover "Christmas Pressure").  Average number of registered parcels registered weekly (from Irish Republic) x 11  Average number of inland COD items weekly x 18.  Average number of telephone directories weekly x 3.	5.75	
43	Scheduled day attendance between 0600 and 0900 hours weekly	700	No separate attendance on a weekday counts as less than half an hour where it is contiguous with the standard hours of attendance, e.g. 0845-0900. (More than one attendance within any half hour counts as one half hour only).  Early morning attendance, broken by a period of one hour or less will be regarded as continuous for purposes of payment.
46	Custody of Posting Pouches	10	
47	E111 Certificates issued	4.5	
48	British Gas Meter Tokens	2.5	
49	Inland Stamped/Metered Parcels	2	
53	Number of Girobank High Withdrawals	2.5	
59	Council Tax Cards/Vouchers	4	

POST OFFICE COUNTERS LTD

SECTION 3

SUBPOSTMASTERS' ABSENCE FROM OFFICE

**GENERAL**

A Subpostmaster, under the terms of his contract, is not obliged to render personal service and is therefore free to absent himself from the office, provided he makes suitable arrangements for the conduct of the office during his absence.

He should notify the Regional General Manager on form P2593 when he will be away for a period of more than 3 days and give the name of the person substituting for him.

A Subpostmaster's responsibility for the proper conduct of the office, or for any losses occurring during his absence, is in no way diminished by his absence from the Sub-Office. He must make proper provision, at his own expense, for the conduct of the office while he is away, but assistance towards the cost of his own substitution is provided, in respect of certain absences, under the terms outlined in other relative sections listed below:-

SECTION 4      Absence on holiday

SECTION 5      Absence on Territorial Training

SECTION 6      Absence for Jury Service

SECTION 7      Sick Absence Scheme

END

POST OFFICE COUNTERS LTD

SECTION 4

**ABSENCE ON HOLIDAY - HOLIDAY SUBSTITUTION ALLOWANCE**

1. A Subpostmaster is not entitled to annual leave as such, but subject to the following conditions he may claim for reimbursement of the necessary cost of his substitution when taking a holiday. To qualify for reimbursement, the Subpostmaster must be able to certify that he renders on average not less than 18 hours personal services each week.
2. The reimbursement of the costs of substitution is paid as Holiday Substitution Allowance and the maxima payable are published annually in Counter News. The sum reimbursable is the net additional cost necessarily incurred by the Subpostmaster in providing during his own absence for the Post Office duties which he normally performs.
3. To assist Subpostmasters to overcome the difficulties sometimes experienced in obtaining suitable substitutes in a particular year the holiday substitution allowance extends over a period of 2 years. The holiday periods for which the costs of substitution are payable are:-
4. For a Subpostmaster with less than 10 years service; a total not exceeding 7 weeks in a period of 24 months beginning 1 April in every odd year; 7 weeks for this purpose consist of 42 weekdays plus not more than 7 associated Sundays.
5. For a Subpostmaster with 10 years or more aggregated service; a total not exceeding 8 weeks in a period of 24 months beginning 1 April in every odd year; 8 weeks for this purpose consists of 48 weekdays plus not more than 8 associated Sundays.

NOTE: Subject to the above limits on holiday periods, Subpostmasters may claim reimbursement of substitution costs for absences of less than 3 days, provided that claims are aggregated and made quarterly.

6. Proportionate adjustments will be made to the period for which reimbursement can be claimed when a Subpostmaster qualifies for the higher allowance during the 2 year cycle.
7. Subject to the limits in paragraphs 3,4 & 5, a Subpostmaster is free to take up to the maximum of the period for which he may claim holiday substitution allowance at any time during the 2 year cycle provided that he makes suitable arrangements for the conduct of the office during his absence. A further cycle will recur in every odd year.
8. The Subpostmaster must do his best to find his own substitute and make all necessary arrangements for his absence, which should be notified to the Regional General Manager on form P2593. In cases of difficulty the Regional General Manager or the Secretary of the local branch of the National Federation of Sub-Postmasters may be able to give the names and addresses of local people known to be willing to offer their services as holiday relief's to Subpostmasters. Responsibility for concluding arrangements with such people remains with the Subpostmaster concerned.

#### **CLAIMS FOR REIMBURSEMENT**

9. The Subpostmaster must submit a formal claim for reimbursement of the holiday substitution allowance on forms P2340 and P2340(A) (obtainable from the Regional General Manager) within three months of the end of the period of substitution to which the claim relates, except in the cases as in paragraph 10 where claims should be submitted quarterly. He must certify:-
  - 9.1 that he has taken a holiday both from the Sub Post Office and from his private business during the whole period covered by the claim; and
  - 9.2 that in respect of the services he provided as subpostmaster, he has actually and necessarily incurred additional expenditure equating to the amount claimed, in respect of a paid substitute or substitutes, payment will not be made in respect of substitution by family members who work in the Sub-Post Office unless their involvement is occasional or, if regular, minimal.

10. Claims for refundment of substitution costs for absences of less than 3 days (see Note at paragraph 5) should be submitted on form P2340 and P2340(A) at the quarter end, showing the separate dates of absence and the costs of substitution incurred.  
In addition to the arrangement quoted above, with effect from January 1990 all claims for reimbursement of the cost of employing a substitute for periods longer than 2 days in the event of holiday or sickness, should be submitted for payment to the Regional Office no later than six months following the date the claim is made.
11. Where a Subpostmaster is employed by the Post Office either on a full or part-time basis, e.g. Auxiliary Postman, it is essential, in view of the terms of the certificate required as a condition of refundment of the cost of his substitution as Subpostmaster, that he should be absent from all Post Office work during his holiday as Subpostmaster.
12. A Subpostmaster who holds more than one sub-office appointment and who satisfies the general conditions entitling him to claim reimbursement must also satisfy the further condition that he is absent from all his sub-offices at the same time, i.e. irrespective of the number of sub-office appointments held, he shall only be entitled to claim reimbursement for a total period of:-
  - 12.1 not more than 7 weeks in the 24 months beginning 1 April in every odd year, if he has less than 10 years service;
  - 12.2 not more than 8 weeks in the 24 months beginning 1 April in every odd year, if he has 10 years or more aggregated service.
13. Only one claim for reimbursement is admissible and not one claim per office held.
14. Reimbursement of the cost of annual holiday warranted under the foregoing rules will be suitable restricted in respect of a Subpostmaster's first and last 2 years of appointment to amounts proportionate to the actual periods of appointment during those years; any overpayments which may thus occur will be recovered subsequently.

#### 4.2.PREPARATION OF CASH ACCOUNTS DURING ABSENCE ON HOLIDAY

15. A Subpostmaster is allowed to dispense with the preparation of cash accounts on up to 3 occasions in each accounting/financial year during his own absence on holiday. On one occasion a cash account may cover up to 3 weeks transactions, and on two additional occasions 2 weeks transactions. Alternatively, on two occasions a cash account may cover up to 3 weeks transactions. In no circumstances may two occasions be consecutive.
16. Applications to dispense with cash accounts should be made on form P2639, to Regional General Managers at least 2 weeks before the date of absence, but they can only be allowed when the 2 or 3 weeks involved fall within the same accounting period. (The accounting periods are shown in front of the cash book).
17. "Despatch of Accounts" instructions to cover the period concerned will be supplied by FC4.3/CAG Chesterfield and for Scotland, Scottish Accounting Office AD1.
18. It will not be possible to dispense with 2 consecutive cash accounts when one or both of them, or the next account that would be due, is for longer than a normal cash account week, e.g. Christmas and New Year. However, applications to dispense with one account at such times will be considered.
19. Where a cash account is prepared during the Subpostmaster's absence on holiday and is signed by a substitute on his behalf, a note to this effect should be made on the Account.

END

POST OFFICE COUNTERS LTD

SECTION 5

ABSENCE - TO ATTEND TERRITORIAL, FORCES RESERVE, ETC., TRAINING

1. A Subpostmaster who renders an average not less than 18 hours personal services each week may be reimbursed with the cost of providing a substitute, up to the maximum of the appropriate Holiday Substitution Allowance in force, for an additional period of absence of up to 12 working days and 2 associated Sundays in each year, to attend for training at a Territorial, etc., camp.
2. Claims should be made on form P2340 and P2340(A) on which the Subpostmaster must certify that he has spent the whole period covered by the claim in full-time training with the force concerned and that he has actually and necessarily incurred additional expenditure to the amount claimed. In all other aspects, the conditions relating to the payment of Holiday Substitution Allowance apply (see Section 4).
3. A Subpostmaster who enlists for whole time service in HM Forces is required to resign his appointment.
4. Territorial, etc. forces which are recognised for the purposes of reimbursement of additional substitution costs are:-

**ARMY**

Regular Army Reserve of Officers

Army Reserve - Section D

Territorial Army

## **5.2.ROYAL NAVY**

Royal Navy Reserve

Royal Naval Auxiliary Services

Royal Naval Retired and Emergency List Officers

Royal Marines Reserve

Royal Fleet Reserve

Women's Royal and Naval Reserve

Queen Alexandra's Royal Naval Nursing Services Reserve.

## **ROYAL AIR FORCE**

Royal Auxiliary Air Force

Royal Air Force Volunteer Reserve

Royal Air Force Reserve of Officers

Royal Air Force Reserve - Class E

Princess Mary's Nursing Service Reserve

Royal Observer Corps

END

POST OFFICE COUNTERS LTD

SECTION 6

ABSENCE FOR JURY SERVICE

1. A Subpostmaster who receives a summons to serve on a jury should notify his Regional General Manager immediately, and should inform him of the arrangements which he proposes to make for the conduct of the work of the sub-office in his absence.
2. Where exceptionally the Subpostmaster is unable to find a substitute and the Sub-Office is temporarily closed on account of the absence of the Subpostmaster on jury service, the scale payment for the period of the closure will be withheld.
3. Subpostmasters attending for jury service should claim from the court any allowances for which they are eligible in respect of travelling and subsistence and, where appropriate, compensation for loss of remuneration. If a Subpostmaster is in need of advice of the allowances to which he will be entitled, he should seek it from the official responsible for the issue of the summons.

END

POST OFFICE COUNTERS LTD

SECTION 7

**SUBPOSTMASTER'S SICK ABSENCE SCHEME - SUBSTITUTION ALLOWANCE**

1. A Subpostmaster is not required to give personal service and is not entitled to sick leave as such. However, subject to certain conditions and limitations described below, he is entitled to claim sick absence substitution allowance, in respect of the costs of substitution necessarily incurred, when he is absent from his sub-office through illness.

**CONDITIONS AND LIMITATIONS**

2. With the exception of women over 65 and men over 70 years of age, all Subpostmasters who give 18 hours or more personal service a week, who are absent from their sub-office through illness, are eligible to claim Sick Absence Substitution Allowance. The maxima rates payable are published from time to time in Counter News. The allowance is payable subject to, and in accordance with, the following conditions:-
3. The allowance will be payable when the period of any continuous sick absence amounts to three weeks (21 days including Sundays) or more and it will be paid retrospectively for all but the first week (seven days including Sunday) of absence.
4. Payment of the allowance will be limited to an aggregated period of 13 weeks (91 days including not more than 13 associated Sundays) in any consecutive period of 12 months.
5. Where a Subpostmaster is incapacitated by an accident or illness which results, or is likely to result, in a continuous absence beyond 13 weeks, Regional General Managers may authorise payment of the allowance to be extended up to a maximum period of 26 weeks (182 days including not more than 26 associated Sundays) in any one period of 12 months. Where a Subpostmaster has already received up to 12 weeks of the Sick Absence Substitution Allowance entitlement in the previous 12 months he may, because of an absence resulting from an extended illness, be entitled to an allowance up to a maximum of 26 weeks in any one period of 12 months.

6. Where a Subpostmaster's period of reimbursement of sick absence substitution costs is extended beyond 13 continuous weeks, such extension will be reviewed periodically. Under no circumstances will a Subpostmaster be allowed to aggregate separate periods of sick absence beyond 13 weeks in any one period of 12 months.
7. The maximum allowance payable will be the total amount calculated by applying the Subpostmaster's appropriate Holiday Substitution Allowance rate for the period for which sick absence allowance is payable, or the actual additional costs of substitution incurred for the same period, whichever is less.
8. The maximum amount of the allowance for the period of absence for which an allowance is payable will be abated, where applicable, by the statutory national insurance sickness benefit or maternity allowance and earnings related supplement received by the claimant in respect of the same period. Details of these are recorded on DSS forms BS12 and BF168 which should accompany the Subpostmaster's claim for the substitution allowance (see paragraph 10). Where however, a Subpostmistress receives a NHS Maternity Grant, the substitution allowance should not be reduced by the amount of that grant.

(NOTE: Statutory national insurance sickness benefit means that benefit which is payable to a person otherwise than in respect of another person who is a child or an adult dependent.) Where a Subpostmaster is not eligible for DSS benefits, a medical certificate should accompany the claim for payment of the substitution allowance.

9. Subpostmasters holding more than one Sub-Office appointment will be entitled to claim the allowance in respect of only one appointment.
10. Any Subpostmaster who qualifies for the sick absence substitution allowance and can produce evidence to show that substitution costs were incurred should submit a claim to the Regional General Manager after he has been absent for three weeks. Thereafter he should claim the allowance at the end of each subsequent period of absence of four weeks (or at the end of the period of absence if that is reached earlier). Claim forms will be supplied by the Regional General Manager on request.

**PERIODS OF SICK ABSENCE OF LESS THAN 3 WEEKS**

11. Where an eligible Subpostmaster as defined above is absent sick for a period of less than three weeks, and does not qualify for payment of the sick absence substitution allowance, he will be free to claim, in respect of any substitute for him, Holiday Substitution Allowance for the period of absence up to the limit of any outstanding balance of his HSA entitlement. Form P2340 and P2340(A) should be used by Subpostmasters when making these claims. The amounts payable will not be the subject to abatement of any national insurance sickness benefit received. Any period of sick absence for which HSA (as distinct from Sick Absence Substitution Allowance) is paid will count against HSA entitlement.

END

POST OFFICE COUNTERS LTD

SECTION 8

STATUTORY SICK PAY SCHEME

**INTRODUCTION**

1. Under the terms of the Social Security and Housing Benefits Act 1982 employers are responsible for statutory sick pay arrangements in respect of their employees. An employee is interpreted as including office holders who receive emoluments liable for income tax under Schedule E. Subpostmasters come within this category and consequently Post Office Counters Ltd is obliged to comply with the conditions of the Act.
2. The use of the words "employee" and "employer" are used in the context of this particular piece of legislation and do not in any way alter the Subpostmaster's status as an independent contractor.

**GENERAL**

3. Under the terms of the Scheme most Subpostmasters will not get State sickness benefit for their first twenty eight weeks of sickness in each tax year. Instead they will get Statutory Sick Pay, known as SSP, from Post Office Counters Ltd. SSP is paid at a flat rate. There are 2 weekly rates and eligibility depends on an employee's average earnings over a specified period. There are no allowances for dependants. SSP is taxable and subject to NI contributions.

## EXCLUSIONS

4. A Subpostmaster will not get statutory sick pay if he comes within one of the following groups. If a Subpostmaster falls within one of these groups he should still notify his Regional General Manager about his sickness.

A Subpostmaster reaches the end of his entitlement to SSP from Post Office Counters when:

- (a) Subpostmasters who already had twenty eight weeks of SSP from Post Office Counters Ltd in a tax year in any one period of incapacity for work (referred to as PIW)(linked or unlinked);
- (b) his linked PIW with Post Office Counters Ltd has run for 3 years;
- (c) she is pregnant and reaches the "disqualifying period";
- (d) his contract for service ends;
- (e) Subpostmasters who fall sick in a country outside the EEC;
- (f) he is no longer incapable of work, i.e. he returns to work or stops sending certificates of incapacity;
- (g) he is taken into legal custody.

## QUALIFYING CONDITIONS

5. Statutory Sick Pay can only be paid for qualifying days. It has been agreed with the National Federation of Sub-Postmasters that qualifying days for Subpostmasters will be those days they are normally required to provide the services detailed in Section 1 of this contract. Where Subpostmasters are required to give services for only part of the day, that day will count in full for statutory sick pay purposes. For the majority of Subpostmasters there will be six qualifying days in each week (Monday to Saturday). if a Subpostmaster is in doubt about which days are regarded as qualifying days he should seek confirmation from his Regional General Manager.

6. The entitlement of a Subpostmaster to SSP, rests on 6 qualifying conditions, all of which must be fulfilled.
- (a) The Subpostmaster must have notified his Regional General Manager of his absence;
  - (b) Days sickness must be days of incapacity;
  - (c) The Subpostmaster must provide evidence of incapacity;
  - (d) Period of incapacity for work (PIW) must be formed and PIW consist of 4 or more consecutive days, including Saturdays, Sundays and Public Holidays, when a Subpostmaster is incapacitated for work. It is immaterial for this purpose whether or not the Subpostmaster would normally have worked on those days. PIW's which are separated by 8 weeks (56 calendar days) or less are linked and count together as a single PIW;
  - (e) When a Subpostmaster falls into one or more of the categories listed below he will be excluded from receiving SSP;
    - (i) he is excluded from receiving SSP. A Subpostmaster who has been excluded cannot return to SSP entitlement during the course of a PIW, nor at the start of a PIW which links with a previous one during which he was excluded even though he ceases to be a member of an excluded group.
    - (ii) Over State pension age;

A Subpostmaster who is over State pension age (65 for a man, 60 for a woman) is excluded from SSP. However, if when a Subpostmaster reaches State pension age he has a PIW which links with a previous one, he will be entitled to SSP for as long as his PIW's continue to link.

(iii) Short contract workers;

A Subpostmaster whose contract of employment is for a specified period of 3 calendar months or less is excluded from SSP. However, if the contract does not at first exceed 3 months, but a Subpostmaster works past the time stated in the contract so that the total period worked becomes more than 3 calendar months the employee becomes entitled to SSP as soon as it is known that the total period will be more than 3 calendar months.

(iv) Low average earnings;

A Subpostmaster whose average earnings are less than the lower earnings limit for NI contribution liability is not entitled to SSP. When one PIW links with a previous one, the first day in the earlier PIW is used for calculating an employee's average earnings.

(v) Recent State benefit entitlement;

A Subpostmaster who has received, or in some cases claimed but not received, certain State benefits within the 8 weeks period before the first day of a PIW is not entitled to SSP. The benefits are:

- Sickness Benefit;
- Invalidity Benefit;
- Severe Disablement Allowance;
- State Maternity Allowance (but not Statutory Maternity Pay);
- Unemployment Benefit, but only in very limited circumstances.

(vi) No work done;

A Subpostmaster who has done no work under a contract of employment is not entitled to SSP under that contract. If he is a new employee and he reports sick before he takes up duty, he is not entitled to SSP. However, if he reports for work on his first day of service, but goes sick on the second, he is entitled to SSP if he fulfils the other qualifying conditions.

(vii) Trade dispute;

If a Subpostmaster is participating in a stoppage of work due to a trade dispute, he may be excluded from SSP.

(viii) Pregnancy;

There is a "disqualifying period" during which the Subpostmistress is not entitled to SSP. The "disqualifying period" begins with the 11th week before the expected week of confinement and runs for 18 weeks. This is the same as the period for entitlement to state or statutory maternity pay to which the Subpostmistress is entitled provided she fulfils the appropriate conditions.

(ix) Already been due 28 weeks SSP from former employer(s);

A Subpostmaster is excluded from SSP if he gives his Regional General Manager a leaver's statement (SSP 1(L)) showing that he has been due 28 weeks SSP from his former employer(s) and the gap between the first day of the PIW (with the new employer) and the last day of SSP shown on the leaver's statement is 8 weeks or less.

(x) Abroad outside the EEC;

A Subpostmaster who is abroad outside the EEC at the start of a PIW is not entitled to SSP. He is excluded even if the PIW links with a previous one when he was in the UK.

(xi) Legal custody.

A Subpostmaster who is in legal custody on the first day of a PIW is not entitled to SSP. "Legal custody" means that the person concerned is detained, usually arrested and/or in prison. A person who is voluntarily helping Police with their enquiries is not excluded. A Subpostmaster in legal custody is not entitled to SSP even if his PIW links with a previous one when he was not in legal custody.

- (f) Days of incapacity to be a qualifying day.

If a Subpostmaster becomes incapable of work part way through a day, that day cannot count as a qualifying day unless he has not commenced work on that day.

#### **NOTIFICATION OF SICKNESS**

- 7. A Subpostmaster or his representative must inform his Regional General Manager by telephone of his incapacity for work on or before his first working day of sickness irrespective of whether he is entitled to statutory sick pay.
- 8. Subpostmasters, including those nominated by limited companies, who hold more than one appointment, must notify the appropriate Regional General Manager who is responsible for the collection of primary National Insurance contributions in respect of his appointments. (See section 10, paragraph 1)
- 9. If a Subpostmaster is late in giving notification of sickness, he should advise the Regional General Manager of the reason for the delay. If the Regional General Manager is not satisfied with the reason given for the delay, any period of sickness prior to the date of notification will not count for the purposes of statutory sick pay. If a Subpostmaster is not satisfied with the Regional General Manager's decision on this matter he may apply to the Department of Social Security for a ruling. If a Subpostmaster does not qualify for statutory sick pay, he will on notification of sickness be sent a form SSP1 (E) by his Regional General Manager.

#### **EVIDENCE OF SICKNESS**

- 10. Subpostmasters must provide Post Office Counters Ltd with evidence of incapacity for work by means of either a doctor's medical certificate or by a self certificate if the incapacity is less than eight days. A proforma to be used for self certification can be obtained from the Regional General Manager.
- 11. Subpostmasters must notify their Regional General Manager when they cease to be sick.

#### **END OF ENTITLEMENT TO STATUTORY SICK PAY**

12. When a Subpostmaster has exhausted his entitlement to statutory sick pay he will be sent a form SSP1(T), on which, if he is still sick, he can claim state sickness benefit from the Department of Social Security.

#### **RULES OF PAYMENT**

13. In accordance with the Act, Post Office Counters Ltd is obliged to abate any remuneration due by the appropriate amount of statutory sick pay. The effect of this will mean that for the first eight weeks of sickness, remuneration will be paid in full and that statutory sick pay will be regarded as "notional". Consequently although statutory sick pay will be regarded as "notional" the total remuneration paid the Subpostmaster will continue to attract income tax and National Insurance contributions in full.

#### **DUAL EMPLOYMENT**

14. If a Subpostmaster who is sick is also employed either by the Post Office (e.g. as an Auxiliary Postman) or another employer, and provided National Insurance contributions are paid separately for each employment and all other conditions are met, he must claim statutory sick pay in respect of both his Subpostmaster services and other employment(s).

#### **SICK ABSENCE SUBSTITUTION SCHEME**

15. The provisions of this Scheme, which are set out in Section 5, remain except that no claim will be entertained unless the Regional General Manager has been properly notified of the Subpostmaster's sickness. Claims for reimbursement for up to 28 weeks' sick absence will not be subject to abatement in respect of Statutory Sick Pay. Claims for reimbursement for a period of sickness which does not attract statutory sick pay will continue to be subject to abatement.

END

POST OFFICE COUNTERS LTD

SECTION 9

RESIGNATION AND RETIREMENT

**RESIGNATION**

1. A Subpostmaster who wishes to resign his appointment must give 3 calendar month's notice in writing. If he does not give such notice Post Office Counters Ltd may require him to pay any expense which it incurs in providing temporary arrangements to cater for the business which would normally be expected to be transacted at the sub-office during any part of the 3 month notice period.

**RETIREMENT**

2. There is no specific age limit for the retirement of a Subpostmaster.
3. Unless indicated otherwise by the Regional General Manager, a vacancy will be advertised at the existing sub-office premises.
4. Subpostmasters at offices earning 125,050 units or more are required to make an introductory payment to Post Office Counters Ltd as a condition of appointment.

END

POST OFFICE COUNTERS LTD

SECTION 10

NATIONAL INSURANCE

**CLASSIFICATION**

1. For National Insurance purposes, a Subpostmaster is regarded as an office holder with emoluments chargeable to Income Tax under Schedule E. As such, all Subpostmasters are liable to make National Insurance contributions in accordance with the provisions of Class 1.

Class 1 contributions comprise 2 parts:-

- (a) the Primary contribution which is generally known as the employee's contribution;
- (b) the Secondary contribution which is generally known as the employer's contribution.

**PERSONS TAKING UP APPOINTMENT AS A SUBPOSTMASTER**

2. All persons taking up an appointment as a Subpostmaster should supply the Regional General Manager with their National Insurance number by means of a NI number card, form P45 and/or P60 (see leaflet NI217) and also any current certificate of Earner's non/reduced rate liability that they have. Where for one reason or another a new Subpostmaster does not supply a NI number the action outlined in the Employer's Guide to National Insurance Contributions (NP15) will be followed.

### CONTRACTING OUT

3. Under the Social Security Act 1975, pensions for retirement, widowhood and invalidity consist of 2 parts:-
  - (a) basic pension;
  - (b) and additional pension related to an employee's reckonable earnings between the lower earnings limit and the upper earnings limit.
  
4. An employer may contract his employees out of that part of the State Scheme which provides an additional pension if the Occupational Pensions Board is satisfied that his occupational pensions scheme meets the conditions required by the Act. As Subpostmasters are not employees of Post Office Counters Ltd they are ineligible to belong to the Post Office Staff Superannuation Scheme and therefore are not contracted out of the State Scheme.

### CONTRIBUTIONS

5. DSS leaflet NP15 "Employer's Guide to National Insurance Contributions" gives a guide to the contribution arrangements.
  
6. Provided that earnings reach or exceed the lower earnings limit, a Subpostmaster will be liable to pay primary contributions on all earnings up to the upper earnings limit at:-
  - (a) the standard rate; or
  - (b) the reduced rate (see paragraph 8); or
  - (c) is not liable for contributions because he/she is over pension age or has made other arrangements (see paragraph 9).

## MARRIED WOMEN AND WIDOWS

7. There is no longer a right to choose to pay reduced rate contributions. However, a woman entitled to pay at the reduced rate for the 1977-78 tax year continues to be able to do so for subsequent years unless:-
- (a) she revokes her election;
  - (b) as a married woman her marriage ends in divorce or annulment;
  - (c) she becomes a widow and after the initial period becomes entitled to widow's benefit;
  - (d) during 2 consecutive tax years which fall after 5 April 1978 she was neither liable to pay a Class 1 contribution nor was self-employed.

DSS will provide a certificate authorising deductions of a Class 1 contributor's contribution at the reduced rate. As Post Office Counters Ltd will be held responsible for any deficiencies in contribution, deductions will be made at the standard rate unless the Subpostmistress produces a valid certificate.

## NON LIABLE SUBPOSTMASTERS

8. No contributions are payable by men over 65 or women over 60 and in such circumstances DSS will normally issue a certificate of age contribution. However, if some other definite evidence is being held to show that a Subpostmaster has reached age 65 (60 for a woman) his/her deductions may be ceased even though a certificate of age exception has not been produced.
9. The Secondary contribution (see paragraph 2) is due at the same rate regardless of the Subpostmaster's rate of contribution or even where he is non liable.

#### **ARREARS OF REMUNERATION**

10. Arrears of remuneration resulting from a revision or other payments made to adjust remuneration paid in an earlier month, will be treated as part of the total remuneration in the month in which the payment is made, regardless of the period for which they are proper to. This applies whether or not the additional payments are made regularly.
11. Where arrears of remuneration are due to a former Subpostmaster national insurance contributions will be calculated from the weekly contributions table published by DSS.

#### **DEATH OF SUBPOSTMASTERS**

12. Contributions are not payable on any remuneration that might be due to a Subpostmaster's estate after his death.

#### **HOLIDAY AND SICK ABSENCE PAYMENTS**

13. Contributions are not due on any payments made under the holiday substitution or Sick Absence Substitution schemes because all payments are made in respect of specific costs incurred.

#### **SICKNESS BENEFITS**

14. NI Contributions continue to be payable when a Subpostmaster who is sick continues to receive his scale payment. NI sickness/industrial injury benefits received are not assessable for NI contribution.

#### **SUBPOSTMASTERS WITH MORE THAN ONE EMPLOYMENT**

15. Primary Class 1 contributions are normally payable in respect of each job including other Sub-Office appointments for which earnings exceed the lower earnings limit, unless a current form RD950 has been received from DSS. Even where a form RD950 is held, POCL is obliged to collect Secondary Class contributions.

**SUBPOSTMASTERS SUSPENDED FROM OFFICE AND THEIR SUBSEQUENT REINSTATEMENT**

16. Any payment withheld during suspension and subsequently paid upon reinstatement should be treated as part of the total remuneration in the earnings period in which it is paid regardless of the periods to which it relates. The NI contribution rate current at the time of payment should be applied.

**CHANGES IN NATIONAL INSURANCE STATUS**

17. In the event of a change or impending change in national insurance status, a Subpostmaster should consult his local DSS office as soon as possible.
18. The following are regarded as changes in status:

(a) WOMEN:

Divorce	In these circumstances the Subpostmistress must advise
Annulment	DSS and Post Office Counters Ltd
Marriage	
Widowhood	See paragraph 8
Re-marriage	
Retirement age	Towards the beginning of the tax year in which a woman reaches age 60 and again at the approach of the 60th birthday, a Subpostmistress will be asked to consult DSS so that a certificate of age exception may be issued if appropriate (see also paragraph 9).

(a) MEN:

Retirement age	At the approach of the 65th birthday the Subpostmaster will be asked to consult DSS so that a certificate of age exception may be issued if necessary (see also paragraph 9).
----------------	---

#### **DEFERMENT OF NORMAL RETIREMENT DATE**

19. In all cases where a Subpostmaster seeks to enhance his retirement pension by a deferment of NI retirement date (normally the 60th birthday for women, the 65th birthday for men) see DSS leaflet NI92 - or where he wishes to cancel his deferment, the Subpostmaster should be asked to consult his local DSS office so that the necessary arrangements can be made and certificates of age exception obtained.

#### **RESIGNATION/TERMINATION OF APPOINTMENT**

20. When a Subpostmaster resigns or has his contract terminated the Guaranteed Minimum Pension will be preserved by DSS.

#### **MARRIED WOMEN AND WIDOWS**

21. There will be no Guaranteed Minimum Pension (GMP) for a married woman or a widow who has retained the right to pay the reduced rate of NI contribution.

#### **CANCELLATION OF ELECTION TO PAY AT REDUCED RATE**

22. When a married woman or widow revokes her election to pay NI contributions at the reduced rate the GMP will accrue only on the contributions she pays after revoking her election.

#### **ACTUAL EXPENSES INCURRED**

23. Subpostmasters who are asked by their Regional General Manager to give details of the expenditure which they incur in providing Post Office services should do so with all haste. Such information will be restricted to Post Office Counters Ltd and Department of Social Security.

END

POST OFFICE COUNTERS LTD

SECTION 11

INJURY RESULTING FROM CRIMINAL ATTACK

**REPORTS**

1. If a Subpostmaster or one of his Assistants is injured in an attempted robbery of Post Office property a report should be made at once to the Regional General Manager however slight these injuries may appear to be. In addition, in order that entitlement to National Insurance (Industrial Injury) benefit may be preserved it is important that the DSS should be informed without delay.,

**POST OFFICE COUNTERS LTD PERSONNEL CRIMINAL INJURY COMPENSATION SCHEME**

2. The scheme has application to Subpostmasters and their registered Sub-office Assistants and reliefs and substitutes who sustain permanent physical injury during the theft/attempted theft of Post Office property on the premises, in or out of normal business hours; or whilst travelling to/from the bank on Post Office business.
3. For the purpose of the scheme, registered Sub-Office Assistants are those:-
  - (a) whose commencement of employment has been reported to the Regional General Manager on form P250 and thereafter recorded on form P356W at 1 April each year as being employed on Post Office work full-time, part-time, occasionally, or
  - (b) whose employment as a temporary Assistant or Subpostmaster's substitute has been reported to the Regional Office on form P250.

Also covered is DISAPPEARANCE, if any of the categories of the people in (2) above is missing as a result of criminal activity, and is presumed dead, a claim can be made subject to:

- (a) satisfactory evidence supporting the disappearance being supplied.
- (b) there is no reason to believe otherwise and
- (c) a period of 3 years has elapsed.

Any payment thus made will be refunded if subsequently the person concerned is found to be alive.

## EXCLUSIONS

4. The policy does not cover:-
- (a) Bodily injury sustained whilst under the influence of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for treatment of drug addiction;
  - (b) any consequence of pregnancy or childbirth;
  - (c) any pre-existing physical or mental defect or infirmity;
  - (d) war risks.

## CONDITIONS

The maximum benefit payable to one individual in one insurance year is £60,000 irrespective of the number of incident/claims which may have occurred. If the maximum benefit is paid to one individual in one insurance year no further liability rests with POCL. POCL's liability for a series of claims in any insurance period for the same person, shall not exceed the maximum benefit (£60,000).

- 5.1 Any benefits payable under Parts 2 and 3 of the Schedule of Benefits, will only be paid on receipt of a DSS Medical Assessment, confirming permanent disablement Data to be supplied to Post Office Group Treasury, Risk Management at the address shown in part 6. Payment under Part 2 will not be made before the expiry of 90 consecutive days of disablement. Fifty percent of the value of the medical assessment of benefit may be paid on receipt of a 2 year provisional assessment. Any balance will be paid if a life assessment is given. Benefits payable are subject to the overriding maximum of £60,000.
- 5.2 Benefits may be paid for more than one disability listed in Part 3 of the schedule of benefits, provided that the total amount received does not exceed the maximum benefit of £60,000.

- 5.3 Any benefit Payable under Part 3 and/or 4 of the Schedule of Benefits will be deducted from the maximum benefit (£60,000), if the individual concerned subsequently dies, or suffers permanent total disablement as a result of the injuries received in the incident(s).
- 5.4 Any payment made under Part 4 of the Schedule of Benefits, can be made in advance of the settlement of a claim under Parts 1, 2 or 3 of the schedule but is subject to an overriding maximum benefit of (£60,000).

Benefits under Section 4 may be paid up to, but not exceeding 104 weeks, for total disablement arising from a criminal attack while collecting cash from the bank for authorised Post Office business.

Payments may be made:-

- (a) at the end of the period(s) of total disablement; or
- (b) at the injured persons request, at the end of at least four weeks total disablement and thereafter at four weekly intervals, if requested.

Payments are subject to the provision of medical and any other relevant information as requested by POCL.

- 5.5 Disablement or Partial loss not specified in the schedule of benefits.

The percentage benefit will be in accordance with the DSS medical assessment.

## CLAIMS PROCEDURE

6. Claims must be made by the injured person (or his personal representative) within 3 months of the date of the incident(s) direct to the insurer, Post Office Counters' Ltd Agent, (Group Treasury) Chetwynd House, Chesterfield, S49 1PF. Claim forms are available from the Regional General Manager or the Headquarters of the National Federation of Sub-Postmasters, Evelyn House, 22 Windlesham Gardens, SHOREHAM BY SEA, West Sussex, BN34 5AZ.

## EVIDENCE

7. All certificates and information shall be sent to POCL's agent (Group Treasury) as and when requested. If a Second opinion is required, an appointment will be made at a time and date mutually acceptable. the cost will be met by the scheme. The injured person will as often as required, submit to medical examination in respect of any alleged bodily injury.
8. In the event of any dispute, POCL reserves the right to take such disputes to an independent insurance broker for arbitration.
9. Income Tax is not payable on any benefits under the scheme.

## THE GOVERNMENT'S SCHEME

10. Compensating victims for crimes of violence is administered by the Criminal Injuries Compensation Board, whose address for ENGLAND and WALES is Whittington House, 19 Alfred Place, LONDON WC1E 7EA, and for SCOTLAND is Blythswood House, 200 West Regent Street, GLASGOW G2 4SW Details of scheme can be obtained from the Board, Office of the Department of Social Security, Department of Employment and Productivity and Citizens Advice Bureaux. Injuries which occur in Northern Ireland, the Channel Islands and the Isle of Man are outside the scope of the government scheme.

(APPENDIX 1 FOLLOWS)

**APPENDIX 1**

SCHEDULE OF BENEFITS

1.	Death	£60,000
2.	Permanent total Disablement resulting in inability to follow any occupation	£60,000
3.	Loss of/loss of use of limb(s) etc. and permanent disability in accordance with the following permanent disabilities:-	expressed as a percentage of £60,000

**PERMANENT TOTAL DISABLEMENT**

Total loss of sight of both eyes	100%
Total incurable insanity	
Loss of both arms or both hands	
Complete deafness of both ears of traumatic origin	
Removal of lower jaw	
Loss of speech	100%
Loss of one arm and one leg	
Loss of one arm and one foot	
Loss of one hand and one foot	
Loss of one hand and one leg	
Loss of both legs	
Loss of both feet	
Loss of one eye	30-40%
Complete Deafness of one ear	20%

**UPPER LIMBS**

**LEFT/RIGHT**

Loss of one arm or hand	60%
Total loss of thumb	30%
Partial loss of thumb (ungual phalanx)	10%

**APPENDIX 1**

Total amputation of forefinger	14%
Amputation of two phalanges of forefinger	11%
Amputation of ungual phalanx of forefinger	9%
Simultaneous amputation of thumb and forefinger	35%
Amputation of thumb and finger other than thumb and forefinger	30%
Amputation of two fingers other than thumb and forefinger	12%
Amputation of three fingers other than thumb and forefinger	30%
Amputation of three fingers and thumb	45%
Amputation of four fingers excluding thumb	50%
Amputation of the median finger	12%
Amputation of a finger other than thumb, forefinger and median	7%

**LOWER LIMBS**

**expressed as a  
percentage  
of £60,000**

Amputation of thigh (upper half)	80%
Amputation of thigh (lower half) and leg	70%
Total loss of foot (tibio-tarsal disarticulation)	30%
Partial loss of foot (sub-ankle-bone disarticulation)	30%
Partial loss of foot (medio-tarsal disarticulation)	30%

**APPENDIX 1**

Partial loss of foot) (tarso-metatarsal disarticulation)	20%
Shortening of the lower limb by at least 5cm	40%
Shortening of the lower limb by at least 3 to 5cm	40%
Shortening of the lower limb by 1 to 3cm	40%
Total amputation of all toes	20%
Amputation of four toes including big toe	14%
Amputation of four toes	9%
Amputation of big toe	14%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Benefit from other injuries will be paid according to DSS assessment all occurring within 24 months of bodily injury or incident giving rise to a claim.

Total disablement arising from criminal attack whilst collecting Post Office cash from the Bank, entirely preventing the injured person from engaging in, or giving attention to his/her usual occupation - £200 per week, for each full week (one week = 7 days).

END

POST OFFICE COUNTERS LTD

SECTION 12

RESPONSIBILITY FOR POST OFFICE STOCK AND CASH

**CREDIT STOCK OF STAMPS ETC.**

1. The Subpostmaster on taking up his appointment is supplied with suitable Post Office stock, the amount of which is fixed by the Regional General Manager.

**CASH BALANCE**

2. The Subpostmaster is permitted to hold Post Office Counters Ltd cash normal to meet payments at his sub-office after due allowance has been made for expected receipts and in accordance with official accounting and security instructions.
3. The Subpostmaster is expressly forbidden to make use of the balance due to Post Office Counters Ltd for any purpose other than the requirements of the Post Office service; and he must, on no account apply to his own private use, for however short a period, any portion of Post Office Counters Ltd funds entrusted to him. He must also be careful to keep the Post Office money separate from any other monies. Misuse of Post Office Counters Ltd cash may render the offender liable to prosecution and, or, the termination of his Contract of Appointment.

**ACCOUNTS**

4. The Subpostmaster must ensure that accounts of all stock and cash entrusted to him by Post Office Counters Ltd are kept in the form prescribed by Post Office Counters Ltd. He must immediately produce these accounts, and the whole of his sub-office cash and stock for inspection whenever so requested by a person duly authorised by the Regional General Manager.

**SECURITY OF CASH, STAMPS ETC.**

5. The Subpostmaster is held strictly responsible for the safe custody of cash, stock of all kinds and other Post Office Counters Ltd property, papers and documents, whether held by himself or by his Assistants, and should keep them in a place of security, especially at night.
6. The Subpostmaster is responsible for maintaining a standard of security sufficient to enable him to meet the obligations laid on him by paragraph 5 for the safe keeping of Post Office Counters Ltd cash and stock placed in his care. If any circumstances arise which lead him to doubt whether he can do so he should immediately consult the Regional General Manager.
7. In deciding the standard of security which it would be reasonable to require under paragraph 6 Post Office Counters Ltd will have regard to (a) the circumstances in which the Subpostmaster was appointed, and in particular the standard of security then accepted; (b) the length of time since his appointment; and (c) any particular circumstances affecting the sub-office which appear to be relevant.
8. All vouchers for payments e.g. Postal Orders, Allowance Dockets etc., should be placed in a suitable receptacle (cardboard box or strong envelope), labelled "Paid Vouchers" and at the close of business kept separately from cash and stock in another secure place, such as a locked drawer or cupboard.
9. The Subpostmaster must be careful to keep his stocks of all kinds in such a manner that they remain in good condition. The stocks must be protected against damp and dust.
10. Datestamps used for authenticating documents (e.g. Postal Orders) or stamping correspondence must be kept in a position on the counter where they are out of reach of members of the public. When not needed for work they must be locked away.
11. Precautions should be taken to guard against the risk of fire.

#### LOSSES

12. The Subpostmaster is responsible for all losses caused through his own negligence, carelessness or error, and also for losses of all kinds caused by his Assistants. Deficiencies due to such losses must be made good without delay.
13. The financial responsibility of the Subpostmaster does not cease when he relinquishes his appointment and he will be required to make good any losses incurred during his term of office which may subsequently come to light.

#### GAINS

14. Surpluses may be withdrawn provided that any subsequent charge up to the amount withdrawn is made good immediately.

#### THEFT OR BURGLARY

15. If a theft or burglary is committed or attempted at a sub-office, whether or not official cash or stock is stolen, the facts must be reported at once to the Police and to the Regional General Manager by the person who first makes the discovery.

#### MISSING OR STOLEN STOCK

16. If a Subpostmaster considers that any stock items have been accidentally lost, or stolen he should make a report, in accordance with Appendix 1, as quickly as possible to the Regional General Manager.

**RELIEF**

17. COUNTER LOSSES A Subpostmaster may exceptionally not be required to make good the full amount of certain losses at his office. If he feels entitled to relief in making good a loss he should apply to the Retail Network Manager.
  
18. THEFT OR BURGLARY The question of granting relief will depend upon whether the Subpostmaster has taken reasonable precautions to safeguard the official cash and property.
  
19. FRAUD All cases of fraud or attempted fraud should be reported immediately to the Regional General Manager.

(APPENDIX 1 FOLLOWS)

## APPENDIX 1

### ACCIDENTAL LOSS

If at any time any items of stock (including stock of no intrinsic value such as motor vehicle licences) is found to be missing. Steps must be taken at once to ascertain what has happened to the missing items. The serial numbers must be ascertained (see 2(a)) and verified by examination of items in stock, and the requisition forms examined to discover whether or not any of the items purport to have been issued out of sequence. All the requisition forms for the previous 3 months must at the same time be impounded and held for instructions. If, after careful search, the missing items cannot be found and are thought to have been mislaid only, or inadvertently destroyed, a preliminary report of the loss giving the serial numbers of the items in question must be sent to the Regional General Manager.

### STOLEN ITEMS

1. If as a result of burglary, break in, theft, or suspected theft any items of stocks are missing the facts should be reported as quickly as possible to the Regional General Manager.
2. The further details which will be required, and which should be obtained and submitted to the Regional General Manager at the earliest opportunity, are as follows:
  - (a) The denominations, total values and serial numbers of missing or stolen items, so far as they are known, with serial numbers of any remaining stocks.
  - (b) A statement as to whether the date stamp of the sub-office has been stolen, and if so, particulars of the type in it when stolen. If the date stamp has not been stolen a statement should be given which should intimate whether there is a reason to believe that it has been used upon the stolen items.
  - (c) A specimen impression of the date stamp and, if it was stolen, particulars of the type in it when stolen.

- (d) A statement of the circumstances which are thought to show that a theft has been committed and of the supposed date, time and method of commission. It should include, if possible, written report from the person who last saw the missing items and the person who first discovered the loss. The former should say when the items were last seen, in what place and in what kind of receptacle (locked or unlocked) they then were. The latter should state how and when the loss was discovered and describe exactly the condition of the place and of the receptacle from which the items were apparently taken.
  
- (e) Particulars of any cheques, including the transaction for which they were accepted.

END

POST OFFICE COUNTERS LTD

SECTION 13

PREMISES

1. The Subpostmaster must, at his own expense, provide premises in which such reasonable office accommodation and fittings as Post Office Counters Ltd may require are made available for carrying on the Post Office Counters business.

TENANCY

2. The Subpostmaster must hold the premises either as owner or on a tenancy subject to at least one quarter's notice. Exceptions are sometimes allowed as to tenancy where the premises are owned or held on a suitable tenancy by the spouse of the Subpostmaster or where the sub-office is transferred to a near relative of a Subpostmaster of long service who holds the premises on a suitable tenancy.
3. The Subpostmaster must also at his own expense:-
  - clean, decorate and maintain the sub-office premises inside and out to a good standard;
  - light and heat the sub-office premises;
  - exhibit the sub-office title (i.e. ". . . POST OFFICE") in large painted letters in a prominent position outside the building.
  - in Wales exhibit an external bi-lingual sign "Syddfa'r Post/Post Office";
  - if required, provide convenient space for a letter box;
  - if required, provide, where no security screen of a type approved by Post Office Counters Ltd already exists, for the installation of such a screen. Post Office Counters Ltd will provide and pay for the components of the screen and the Subpostmaster will be responsible for its erection to the satisfaction of the Regional General Manager and for its maintenance. On installation the screen will become the property of the Subpostmaster.

#### ALTERATIONS TO SUB-OFFICE PREMISES, ACCOMMODATION

4. The Subpostmaster must not, without the prior agreement of the Regional General Manager:-
- move the sub-office to premises other than those in which it was situated at the time of his appointment;
  - alter the accommodation for carrying on the work of the sub-office from that agreed at the time of his appointment.

#### NOTICES, PUBLICITY ETC.

5. The Subpostmaster must display in a position visible to the public at all times:
- an up-to-date window notice indicating hours of opening which is supplied by the Regional General Manager; other notices and leaflets, as required by Post Office Counters Ltd.
6. The Subpostmaster must permit Post Office Counters Ltd to provide (in addition to a security screen - paragraph 3) any improvements in the standard of security which it decides to be necessary and for which it is prepared to pay.

#### RESITING OF POST OFFICE SECURITY EQUIPMENT

7. Where any agreed re-arrangement of the sub-office accommodation and/or fittings - see paragraph 4 - involves the moving of Post Office security equipment the Subpostmaster's contribution to the cost of doing so will be decided as follows:-

NATURE OF ALTERATION	CONTRIBUTION REQUIRED OF SUBPOSTMASTER
(a) Subpostmaster wishes to improve Post Office accommodation and Regional General Manager agrees improvement is desirable.	NIL

- |  |     |
|--|-----|
| (b) Subpostmaster has no alternative but to move his premises or alter them to meet requirements beyond his control.   | NIL |
| (c) Subpostmaster wishes to re-arrange his private accommodation, which will neither increase nor improve the Post Office accommodation, but will require security equipment to be moved.  | 50% |
| (d) Subpostmaster wishes to re-arrange his private accommodation, which will reduce Post Office accommodation, though not to a level unacceptable to the Regional General Manager, but security equipment will need to be moved. | 80% |

The above scale is intended as a rough guide only and Regional General Managers have discretion to fix the level of contribution according to the circumstances of each particular case.

#### **RESIDENCE**

8. A Subpostmaster who does not reside on the premises must satisfy his Regional General Manger that he has made proper provision for the safety of Post Office Counters cash and stock entrusted to his care. If residential accommodation is associated with the sub-office the Subpostmaster must inform the Regional General Manager if he does not occupy it himself, or if he ceases to do so, and must immediately inform the Regional General Manager if at any time it becomes vacant.

## MAILWORK OFFICES

9. At Mailwork sub-offices where Post Office employees work on the premises, the Subpostmaster will in addition be required to provide at his own expense:-
- Access to lavatory facilities;
  - Facilities for washing, including a supply of hot water, e.g. a kettle of hot water where running hot water is not available;
  - Hat and coat pegs;
  - Facilities for making tea, if required;
  - Adequate lighting and ventilation;
  - Adequate heating in winter.
10. The Subpostmaster as occupier of the premises, is required to provide most of the above facilities under the provisions of the Offices, Shops and Railways Act 1963. It is likely that the presence of postmen on the premises will require the Subpostmaster, as occupier, to comply with other provisions of this Act. In addition duties are laid down in Sections 3 and 4 of the Health and Safety at Work Act 1974, as regards persons not in his employment. Bearing in mind that the responsibility is his, it is in the Subpostmaster's best interest to be aware of the various requirements of these Acts.

## ADVERTISEMENTS

11. A title, which might suggest that Post Office Counters Ltd is concerned in the management of the Subpostmaster's private business, such as "Post Office Stores", must not be used.

12. No advertisement may be exhibited in the part of the premises used for Post Office Counters business which relates to:-
- alcoholic liquors (for or against);
  - betting, gambling and football pools;
  - any illegal business or matter;
  - any controversial matter, an advertisement for which might suggest the Post Office supported on side or the other;
  - any commercial business which operates services of a kind conducted by the Post Office.
13. Otherwise Post Office Counters Ltd is not concerned with the display of commercial advertisements in the sub-office providing that they are not placed in such position as to impair the security or the facilities for transacting Post Office Counter business. In cases of doubt the matter should be referred to the Regional General Manger.

END

POST OFFICE COUNTERS LTD

SECTION 14

HOURS OF BUSINESS

**INTRODUCTION**

1. The actual hours of opening of any individual sub-office are set by the Regional General Manager in accordance with the following rules.

The Subpostmaster must not without permission vary the hours of public business set by the Regional General Manager.

**STANDARD COUNTER HOURS OF SERVICE**

2. The standard hours during which the Subpostmaster may be required to open his office in order to transact all kinds of counter business appropriate to his office are:

Monday - Friday 0900-1730

Saturday 0900-1230 or 1300 (depending on local circumstances)

**LUNCH TIME AND HALF DAY CLOSURE (MONDAY TO FRIDAY)**

3. At the Subpostmaster's request the Regional General Manager may authorise the closure of an office within the times stated in paragraph 2:-
  - 3.1. For up to 1 hour at lunch times, at times agreed between the Regional General Manager and Subpostmaster.
  - 3.2. On 1 afternoon per week (normally Tuesday, Wednesday or Thursday but, in exceptional circumstances Monday to Friday) from 1300 onwards.

#### **14.4.EXTENDED HOURS**

4. Where a Subpostmaster wishes to conduct Post Office business outside standard hours, Regional General Managers will consider such requests taking into account the normal shopping pattern in the locality and the proximity of other Post Offices.
5. Where a Regional General Manager considers non standard hours may be more appropriate for a particular office but the Subpostmaster disagrees, the Subpostmaster may if he wishes trial a rearrangement of the opening hours. A trial period should not extend beyond three months.

#### **SUSPENSION OF MID-WEEK HALF-DAY CLOSING DURING THE CHRISTMAS AND NEW YEAR PERIOD AND (WHERE APPLICABLE) ON THE THURSDAY PRECEDING GOOD FRIDAY**

6. The Regional General Manager may, on his own initiative or at the request of the Subpostmaster, suspend any mid-week early closing on any day or days between 18 and 31 December (Christmas Day and Boxing Day excluded) and on the Thursday before Good Friday. Additional payment will be made by Post Office Counters Ltd for such opening.

#### **LOCAL HOLIDAYS AND TUESDAYS AFTER BANK HOLIDAYS**

7. Regional General Managers will review the concession under which some offices close on Local Holidays or on Tuesdays after Bank Holidays. Where this no longer matches customer needs the concession will be withdrawn.

#### **ADVERTISING OF HOLIDAYS**

8. The times at which a sub-office is closed for National or Local holidays should be prominently advertised at the office concerned.

**PAYMENT FOR THOSE PERIODS OUTSIDE THOSE MENTIONED IN PARAGRAPH 2  
ABOVE - NON MAILWORK OFFICES**

No additional payment will be made by Post Office Counters Ltd for any opening outside standard Counters' hours other than that attracted by extra business transacted.

END

POST OFFICE COUNTERS LTD

SECTION 15

ASSISTANTS

**GENERAL**

1. A Subpostmaster must provide, at his own expense, any assistance which he may need to carry out the work in his sub-office.
2. Assistants are employees of the Subpostmaster. A Subpostmaster will be held wholly responsible for any failure, on the part of his Assistants, to apply Post Office rules, or to provide a proper standard of service to the public. He will also be required to make good any deficiency, of cash or stock, which may result from his assistants' actions.

**ASSISTANTS' CONDITIONS OF SERVICE**

3. Wages, hours, holidays etc., are a matter to be settled between Subpostmaster and the assistants concerned. However, they should be no less favourable than those enjoyed by shop assistants generally in the same district. Post Office Counters Ltd reserves the right to intervene if such conditions are considered inequitable.
4. The Subpostmaster is responsible, as employer of his assistants, for complying with the provisions of any legislation which imposes obligations on employers.

**AGE**

5. As a general guide no person under 16 years of age should be employed on Sub-Office work, or have access to mails, unless however there is no reasonable alternative to the part-time employment of an Assistant under 16 years of age.

**SUITABILITY OF APPLICANTS - REFERENCES**

6. In the light of the Subpostmaster's responsibilities, set out in paragraph 2 above, he is strongly recommended to satisfy himself of the character and suitability of an applicant for employment as an Assistant before a firm offer of employment is made. Generally the Subpostmaster should:-
- (a) obtain proof of the identity of the applicant, e.g. birth or marriage certificate, unless the applicant is known;
  - (b) seek information from the applicant about any conviction or finding of guilt for any offence in a Court of Law (including Juvenile Court or Court Martial). In this connection the Subpostmaster should be aware of the Rehabilitation of Offenders Act 1974 which restricts the information that needs be given;
  - (c) enquire whether the applicant has ever been employed by the Post Office, worked for another Subpostmaster or held sub-office appointment. If the former then details of such employment should be entered on form P250 (see paragraph 8) and a reference waited from the Regional General Manager. If previously the applicant has worked at another Sub-Post Office, including as a Subpostmaster, details should be given on form P250 and a reference in respect of that employment sought from the Subpostmaster concerned;
  - (d) obtain references from all previous employers or schools attended over the last 3 years or from the last employer where the applicant has been employed during the whole of that period.
7. When seeking references the Subpostmaster is advised to enquire if the applicant had found to be completely trustworthy and ask the reason for his leaving that employment. In some instances a Subpostmaster might have to employ an Assistant before the procedures suggested above are completed. Bearing in mind the complexities of current employment legislation a Subpostmaster in such a situation is recommended to offer initially only short term employment pending receipt of satisfactory references etc.
8. The Subpostmaster must notify the Regional General Manager of his intention to employ a new Assistant on Post Office Counters Ltd work or when an Assistant ceases to be employed in the sub-office.

## PERSONAL DECLARATION

9. Before any person (including a member of the Subpostmaster's family) is allowed to have access to mails or to perform, either temporarily or permanently, any Post Office work, he/she must make a personal declaration on form P13 (see section 16, appendix 2).

The declaration of the Subpostmaster's Assistants and of any members of his family who perform Post Office duties should be signed in the Subpostmaster's presence in circumstances which will help to fix the occasion and the declaration in the memory of the signatory. The declaration should be made with proper deliberation and the Subpostmaster should stress its importance and witness the signature. A signed and witnessed copy of the form should be given to the signatory at the time and he should be advised to preserve it carefully.

Forms P13 can be obtained from the Regional General Manager as required and must be returned to him when signed.

## SUB-OFFICE ASSISTANT ACCUSED OR SUSPECTED OF DISHONESTY ETC.

10. In cases where an Assistant is accused or suspected of dishonesty or any other offence such as wilfully delaying postal packets, the Subpostmaster must report the particulars to the Regional General Manager as soon as possible and await instructions. If the report is made by telephone it must be confirmed in writing as a matter of urgency.
11. In cases where a person employed by the Subpostmaster is guilty of misappropriating Post Office Counters Ltd money, any sum which may be tendered by, or on behalf of, the offender may be accepted but a receipt must be given showing that the money is held pending possible investigation and without prejudice to any action that Post Office Counters Ltd may be advised to take. The Subpostmaster should be careful not to take any action which may be liable to prejudice the question of legal proceedings. A copy of any receipt must be kept for reference.

## UNSUITABLE PERSONS

12. In order to help prevent the employment of unsuitable or dishonest persons on Post Office work, a Subpostmaster must notify the Regional General Manager if he dismisses an employee on these grounds, or if his enquiries about an applicant for employment give him reason to believe that the applicant is an unsuitable person. Brief particulars of the evidence should be forwarded to the Regional General Manager who will decide what steps should be taken to prevent the applicant obtaining employment elsewhere in the Post Office or at another sub-office.
  
13. Where Post Office Counters Ltd has good reason to believe that it would not be in its best interests for a particular person to have access to Post Office Counters Ltd cash and stock as a Sub-Office Assistant it may call upon the Subpostmaster to:
  - (a) refrain from offering that person a post if not already employed;
  - (b) ensure that the person is not further employed on Post Office business if employed.

## OUTDOOR POSTAL WORK

14. For any outdoor postal work required, provision is made either by the employment of staff in the direct employ of the Post Office or by a special allowance to the Subpostmaster for the engagement of casual labour.

END

POST OFFICE COUNTERS LTD

SECTION 16

DIVULGENCE OF OFFICIAL INFORMATION, CORRESPONDENCE AND  
INTERVIEWS

**DIVULGENCE OF OFFICIAL INFORMATION**

1. The unauthorised disclosure, or use directly, of any information or document which has come to the knowledge of a Subpostmaster or Sub-Office Assistant through the work of his Sub-Office is forbidden. Any such disclosure may render the offender liable to prosecution under Post Office legislation or the Official Secrets Act (see paragraph 3)
2. Subpostmasters and their employees must not disclose any information regarding postal packets passing through the post except to the person(s) to whom such packets are addressed; nor may they make known information that may come to them officially concerning the character, standing, or responsibility of individuals or firms, or the private affairs of any person.

**PERSONAL DECLARATIONS**

3. (a) All Subpostmasters on taking up appointment and newly recruited Sub-Office Assistants are required to sign a Personal Declaration (form P13) which reminds them of the duty of the Post Office to ensure that all communications and items entrusted to it reach the people for whom they are intended promptly and safely, and that the information in them reaches no one not entitled to it. The Personal Declaration also brings to the notice of newly appointed Subpostmasters and Sub-Office Assistants on taking up employment their obligations under the Official Secrets Acts and various Post Office and Telegraph Acts. Extracts from these Acts are reproduced at Appendices 1 and 3. A copy of form P13 is at Appendix 2.
- (b) A Subpostmaster on termination of his appointment is required to sign a Declaration (P301) as a reminder that the provisions of the Official Secrets Acts continue to apply to him after he has left in respect of all the information which he has acquired or to which he has had access by virtue of his appointed position as Subpostmaster. A copy of form P301 is at Appendix 3.

- (c) Subpostmasters and Sub-Office Assistants are given a copy of their P13 and Subpostmasters on termination of their appointment, additionally of form P301 for retention as a reminder of their importance and of the message they contain. The duty not to disclose information is imposed by the relevant Acts, not by the Personal Declarations. Consequently no Subpostmaster or Sub-Office Assistant can avoid these legal obligations by refusing to sign form P13 (also for Subpostmasters form P301) or attempting to revoke or disclaim his signature on the form(s).
4. Any request made by the Police or any other authority or by a private person for information which may be confidential, or may concern matters connected with the duties of another Subpostmaster or a Post Office employee, or with regard to the address of a person who resides, in the neighbourhood should be referred immediately to the Regional General Manager.

#### **CONTACT WITH THE PUBLIC NEWS MEDIA**

5. The Post Office has a duty to safeguard its own interests and those of its employees and sub-office personnel in relation to material which is published in the news media. The Public Relations Department of the Post Office is primarily responsible for deciding whether the Post Office should enter into public correspondence and for ensuring fair and accurate presentation of facts about the Post Office and its services; comment by other persons is undesirable and in particular, untrue, ill-informed or reckless comment will not be allowed to go unchallenged. While recognising the right of any individual to comment publicly on matters of general interest therefore, the Post Office expects Subpostmasters and their employees who wish to comment upon matters affecting the Post Office to exercise those right in a responsible manner. Subpostmasters must ensure, when communicating with the press or offering comment which may be broadcast on radio or television, that their comments do not go beyond the accepted bounds of propriety and are not likely to cause embarrassment or to mislead the public. The Regional General Manager should be asked to advise in cases of doubt.

6. A Subpostmaster wishing to communicate with the public news media should be guided by the following:-
  - (a) there must be no unauthorised disclosure of official information (see paragraph 1);
  - (b) views and opinions expressed publicly must not bring the Post Office or its employees or any other Subpostmaster into disrepute;
  - (c) a Subpostmaster offering unauthorised public comment must make it clear that he is commenting in his private capacity and not on behalf of the Post Office.
  
7. A Senior Representative (as defined in the national agreement on facilities for recognised unions) may wish from time to time to represent the view of the National Federation of Sub-Postmasters, particularly on matters affecting his Branch/Committee/Federation. In doing so he must indicate his position as a Federation spokesman and give his own name.
  
8. Particular care is necessary when offering spontaneous comment to press or broadcasting reporters or interviewers.

#### **PUBLICATION OF OFFICIAL INFORMATION**

9. No Subpostmaster may, without the Regional General Manager's permission, use information derived from official records or experience for the purpose of publishing any document, book, play or article, broadcasting on radio or television, producing or exhibiting a film or photographs, giving a talk or lecture or taking part in a public discussion.

#### **CORRESPONDENCE WITH THE PUBLIC**

10. A Subpostmaster should not, without the permission of the Regional General Manager, write to or interview members of the public on Post Office matters other than for the purpose of correcting an error committed at his own sub-office.

#### **OFFICIAL DOCUMENTS AND LEGAL PROCEEDINGS**

11. No Subpostmaster may, without permission, make an official document or a letter from the public, or any other document which may come into his hands officially, the subject of legal proceedings.

#### **USE OF OFFICIAL INFORMATION OR POSITION FOR PRIVATE PURPOSES**

12. No Subpostmaster may use his position to further his private interests, or act in any way which might give rise to the suspicion that he has used, for private purposes, information available to him in his capacity as Subpostmaster.

#### **BREACHES TO BE REPORTED**

13. A Subpostmaster must report to the Regional General Manager any case in which there appears to have been a breach of the above rules by anyone employed by him on Post Office duties at the sub-office.

(APPENDICES 1-3 FOLLOW)

**APPENDIX 1**

**SUMMARY OF EXTRACTS FROM ACTS OF PARLIAMENT**

**POST OFFICE ACT, 1953**

**(SECTION 57) as amended;**

1. IN ENGLAND, WALES AND NORTHERN IRELAND if any person engaged in the business of the Post Office secretes a postal packet in course of transmission by post, he shall be guilty of a misdemeanour and be liable to imprisonment for a term not exceeding seven years.

(The offences of theft or destruction of a postal packet are covered by the Theft Act, 1968 or the Criminal Damage Act, 1971. Persons convicted on indictment for such offences are liable under the relevant sections of those Acts to imprisonment for a term not exceeding ten years or in some cases for life.)

2. IN SCOTLAND If any person engaged in the business of the Post Office steals, or for any purpose whatever embezzles or secretes a postal packet in course of transmission by post, he shall be guilty of a misdemeanour and be liable to imprisonment for a term not exceeding seven years.

**(SECTION 58(1))**

3. If any person engaged in the business of the Post Office, contrary to his duty, opens, or procures or suffers to be opened, any postal packet in course of transmission by post, or wilfully detains or delays, or procures or suffers to be detained or delayed, any such postal packet, he shall be guilty of a misdemeanour, and be liable to imprisonment for a term not exceeding two years or to a fine, or to both.

**APPENDIX 1**

**(SECTION 59)**

4. If any person employed to convey or deliver a mail bag, or a postal packet in course of transmission by post, or to perform any other duty in respect of a mail bag or such a postal packet:-

- (a) Without authority whilst so employed, or, whilst the mail bag or postal packet is in his custody or possession, leaves it, or suffers any person, not being the person in charge thereof, to ride in the place appointed for the person in charge thereof in or upon any vehicle used for the conveyance thereof or to ride in or upon a vehicle so used and not licensed to carry passengers, or upon a horse used for the conveyance on horseback thereof;
- (b) Is guilty of any act of drunkenness whilst so employed;
- (c) Is guilty of carelessness, negligence or other misconduct whereby the safety of the mail bag or postal packet is endangered;
- (d) Without authority collects, receives, conveys or delivers a postal packet otherwise than in the ordinary course of post;
- (e) Gives any false information of an assault or attempt at robbery upon him; or
- (f) Loiters on the road or passage, or wilfully misspends his time so as to retard the progress or delay the arrival of a mail bag or postal packet in the course of transmission by post, or does not use due care and diligence safely to convey a mail bag or postal packet at the due rate of speed;

He shall be liable on summary conviction to a fine not exceeding fifty pounds (twenty pounds in Northern Ireland).

**(SECTION 87)**

5. "Postal packet" means a letter, postcard, newspaper, printed packet, sample packet, or parcel, and every packet or article transmissible by post, and includes a telegram.

(APPENDICES 2 AND 3 FOLLOW)

**APPENDIX 2**

**PERSONAL DECLARATION (P13)**

To be made by all persons on entering employment in the Post Office.

**DUTY OF THE POST OFFICE** The first duty of the Post Office is to ensure that letters, parcels, and all other communications or items entrusted to it reach the people for whom they are intended promptly and safely, and that the information in them reaches no one not entitled to it.

To help the Post Office to render this essential service to the community, the Law makes certain provisions of which the more important are stated overleaf. It is important for you to know and understand those provisions, not only for your own sake, but also in order that you should not, through any fault or omission on your part, enable or tempt others to break them.

**NON-DISCLOSURE OF OFFICIAL INFORMATION** It is illegal to disclose official information without authority. A person engaged in Post Office work must not disclose any information which he/she obtains as a result of that work, unless he/she has written permission to do so.

You shall neither during you employment with the Post Office nor for a period of 1 year after that employment ceases, disclose to any other person, firm, or company, or publish or broadcast or use for your own benefit any confidential information relating in any way to the activities, operations or business methods of the Post Office, except as previously authorised in writing by the Post Office.

**YOU SHOULD READ CAREFULLY THIS STATEMENT AND THE ONE OVERLEAF AND THEN SIGN YOUR NAME TO THE DECLARATION BELOW.**

---

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In the presence of

Signature \_\_\_\_\_

Rank \_\_\_\_\_

Note: The person signing this form should sign with his ordinary signature in the presence of a Supervising Officer. The Subpostmaster should witness the signature of persons employed at a Scale Payment Sub-Office.

APPENDIX 2

PERSONAL DECLARATION (P13)

SAFETY OF POSTAL PACKET	<p>It is an offence to STEAL, SECRETE or DESTROY a letter, parcel or any other postal packet in course of transmission by post, and heavy penalties, including terms of imprisonment are provided for such offences.</p> <p>It is also an offence to OPEN or DELAY (without proper authority) a letter, parcel or any other postal packet in course of transmission by post, and penalties of fine or imprisonment are provided for such offences.</p> <p>CARELESSNESS, NEGLIGENCE or other mis-conduct which endangers the safety of a mailbag or postal packet is likewise a punishable offence.</p>
SECURITY	<p>Under the Official Secrets Act 1989, it is an offence of a Government contractor (including an employee of a Government Contractor) to make a damaging disclosure relating to security or intelligence. A damaging disclosure may relate to defence, international relations or information received in confidence from another state or international organisation, or which results or is likely to result in the commission of offences, or which is of information which relates to or was obtained by special investigation powers. It is also an offence for Government contractors (and their employees) to fail to safeguard or improperly to retain or provide access to documents or articles containing information which it would be an offence under the Act to disclose. A Government contractor means any person or body who is employed in the provision of goods or services for the Crown.</p> <p>When a person transfers from one post to another, he must surrender all documents connected with the post he is leaving, except those issued to him for his personal retention. When he leaves the Post Office all official documents must be given up, with the exception of those which he has been authorised to retain.</p> <p>All the above conditions apply to all persons with access to any official information, not only while the access continues, but also after it ceases, and by termination of employment.</p> <p>Any person who handles information about identifiable living people which is processed automatically (e.g. on a computer or word processor) may also commit an offence under the Data Protection Act, 1984, if he/she improperly obtains, holds or discloses any such information, or if he/she improperly transfers it outside the United Kingdom.</p>

(APPENDIX 3 FOLLOWS)

**APPENDIX 3**

**DECLARATION TO BE SIGNED BY ALL PERSONS CEASING TO BE EMPLOYED ON  
POST OFFICE WORK, ALSO BY OTHER PERSONS ON CEASING TO HAVE ACCESS  
TO SECRET INFORMATION.**

My attention has been drawn to the provisions of the Official Secrets Act 1989 which is set out on the back of this document, and I am fully aware that serious consequences may follow any breach of those provisions.

I understand:

1. that the provisions of the Official Secrets Act 1989 may apply to me after my appointment has ceased;
2. that information which I have acquired owing to my official position may be information which is covered in Sections 1-8 of the Official Secrets Act 1989.

For a period of one year after my appointment with the Post Office ceases I shall not disclose to any other person, firm or company, or publish or broadcast or use for my own benefit any confidential information relating in any way to the activities, operations or business methods of the Post Office, except as previously authorised in writing by the Post Office.

I hereby declare that I have surrendered any document made or acquired by me owing to my official position save such as I have written Post Office authority to retain.

Signed \_\_\_\_\_ Rank \_\_\_\_\_

\_\_\_\_\_  
Permanent Home Address (inc. postcode)

\_\_\_\_\_ Date \_\_\_\_\_

Official Address

Signed in The Presence Of

\_\_\_\_\_ Rank \_\_\_\_\_

**APPENDIX 3**

Surname \_\_\_\_\_  
(BLOCK LETTERS)

Forename(s) \_\_\_\_\_  
(BLOCK LETTERS)

Date of Birth \_\_\_\_\_ Date of Leaving \_\_\_\_\_

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Regd No of Appt Papers

Keep Until

**APPENDIX 3**

THE OFFICIAL SECRETS ACT 1989

Under the Official Secrets Act 1989, it is an offence of a Government contractor (including an employee of a Government Contractor) to make a damaging disclosure relating to security or intelligence. A damaging disclosure may relate to defence, international relations or information received in confidence from another state or international organisation, or which results or is likely to result in the commission of offences, or which is of information which relates to or was obtained by special investigation powers. It is also an offence for Government contractors (and their employees) to fail to safeguard or improperly to retain or provide access to documents or articles containing information which it would be an offence under the Act to disclose. A Government contractor means any person or body who is employed in the provision of goods or services for the Crown.

END

POST OFFICE COUNTERS LTD

SECTION 17

SUBPOSTMASTERS' PRIVATE BUSINESS ACTIVITIES; BETTING AND GAMBLING;  
POLITICAL ACTIVITIES

**"PRIVATE BUSINESS ACTIVITIES"**

1. The appointment of a Subpostmaster confers on the individual concerned the right to transact, and to receive payment for, certain items of business of behalf of Post Office Counters Ltd at the premises specified. The conditions of the appointment also involve such restrictions on the private activities of the Subpostmaster as are necessary to ensure the continued viability of Post Office Counters nation-wide network.
2. It is, therefore, in the interests of all Subpostmasters that Post Office Counters Ltd should be able to seek, negotiate and manage retail business in the market place without the risk that it will find any Subpostmaster competing against it for the same business, and accordingly a Subpostmaster must not undertake in a private capacity any business, or allow anyone else to undertake on the premises in which a sub-office is situated, business of the kind which Post Office Counters Ltd requires him to provide for itself or its clients.
3. The current restrictions on private business activities on the premises in which the sub-post office is situated are as follows:
  - i. collection of payments, or sale of prepayment meter tokens on behalf of any public utility - water, gas, telephone or electricity company;
  - ii. collection of payment, on behalf of cable or satellite television companies, collection of revenue whether by sale of stamps or other means on behalf of local authorities;
  - iii. sale of "unbooked" travel tickets or passes on behalf of any transport company or local authority;

- iv. sale of National Lottery tickets, or similar nationally available lottery products, unless POCL is unable to secure this business because of legal restraints;
  - v. commercial change giving service;
  - vi. phone card sales on behalf of BT, Mercury or any future phone card operator with whom POCL obtains or seeks to obtain a contract for the sale of such cards;
  - vii. business concerned with the provision of services relating to the conveyance of letters, parcels and other postal packets (“collectively called postal packets” in this paragraph) including without prejudice to the generality of the foregoing the sale of stamps, the acceptance of postal packets for conveyance and delivery and the acceptance of payment for services relating to the collection, conveyance and delivery of Postal Packets;
  - viii. provisions of private box and poste restante facilities;
  - ix. business which is connected with the acceptance or delivery of parcels;
  - x. collection/delivery or return of undeliverable packets and parcels;
  - xi. Banking, Building, Provident or Friendly Society business.
4. The above categories of business constitute the current restrictions but Post Office Counters Ltd reserves the right to review these restrictions in the light of changing Business requirements, varying them if necessary. All Subpostmasters will be informed of any such changes.
5. If an opportunity for new business occurs to a Subpostmaster, or if a Subpostmaster receives any communication from a third party which amounts, or may amount, to an offer to the Subpostmaster to undertake the work, which come within the current restrictions specified in paragraph 3 above the Subpostmaster should not accept such work. Instead he should, at once, inform Post Office Counters Ltd of the circumstances and seek advice as to whether the work concerned falls within the restrictions described above.

## 17.2.BETTING AND GAMBLING

6. A Subpostmaster or Sub-Office Assistant should not:
  - (a) bet or gamble by means of post (betting by private telephone off the Post Office part of the premises is permissible);
  - (b) take part in racing etc. pool or competitions or betting at "fixed odds" on football matches (there is no objection to participation in ordinary football pool competition).
  
7. A Subpostmaster should not on the premises in which the sub-office is situated;
  - (a) allow or provide for gambling;
  - (b) conduct any business with a turf commission agency or a football or turf pool agency.
  
8. Notwithstanding the conditions of Paragraphs 3 (iv), 5 and 7 above, a Subpostmaster or a Sub-Office Assistant may in a private capacity take part in or act as a promoter of such local lotteries as are permitted under the Lotteries and Amusements Act 1976 (Northern Ireland in part III of the Betting and Lotteries Act (Northern Ireland) 1957). The onus of ensuring that the law is complied with rests with the person concerned in the promotion and conducting of the lottery and the sale of tickets. Tickets for such lotteries must not be sold over the sub-office counter nor must the Post Office be used in any way for advertising purposes, e.g. in giving addresses at which tickets are available, nor must advertisements include the words Post Office, Sub-Post Office or Subpostmaster.

## LICENSED PREMISES

9. A sub-office may not be situated in premises for which an "on" licence allowing for the sale of drinks, other than a restaurant, has been granted, unless the premises have been clearly divided so that Post Office customers do not need to go through the licensed premises. There is no objection to the Subpostmaster holding and "off" licence provided the liquor is sold in closed vessels.

## **POLITICAL ACTIVITIES**

10. A Subpostmaster is free to take part in any national and local political activities subject to the following conditions:-
- (a) he must not engage in or allow his assistants to engage in political activities whilst engaged on Post Office business or on the sub-office premises;
  - (b) he must not exhibit any notice soliciting votes for any particular candidate or with any party or political object either in the sub-office or on any vehicle under the control of the Post Office; and no leaflet or address with a party or political object may lie or be exhibited within the sub-office.
11. A Subpostmaster who intends to stand for Parliament must notify the Regional General Manger accordingly at the earliest opportunity. He must cease to have connection with the running of the sub-office from the day he is nominated when the office will be placed "in charge". On receipt of the notification the Regional General Manger will inform him of arrangements whereby he may name a deputy to act as Subpostmaster should he be elected. If he is elected he will be able to resume office when he ceases to be a Member of Parliament, provided he has complied with the arrangements for naming a deputy and the sub-office has not been closed through normal changes during his absence; should he fail to comply with these arrangements he will be regarded as having resigned on the day he is elected. If he is not elected he may resume office after the election result has been declared. A Subpostmaster who is elected retains the right to resume office after he ceases to be a Member of Parliament, provided the break in his service does not exceed 5 years.

## **USE OF THE NAME "POST OFFICE"**

12. A Subpostmaster must not use the name "Post Office" in connection with any of his private business activities or in such a way as to imply that the Post Office is in any way connected with these activities.

### **CANVASSING**

13. A Subpostmaster must not canvass persons, firms or companies who reside or carry on business at a place nearer to another Post Office, to transact Post Office business at his sub-office. Nor must he deliver items of Post Office business to customer's premises.

### **EMPLOYMENT IN THE POST OFFICE OR THE CIVIL SERVICE**

14. A Subpostmaster or a Sub-Office Assistant may not be employed in the Post Office if his duties would bring him into contact with the work of the sub-office.

### **BORROWING AND LENDING MONEY**

15. A Subpostmaster must not borrow from or lend money to any Post Office employee. Nor should he become security for any Post Office employee in raising a loan. The loaning of money to persons drawing pensions or allowances on the security of their order books is also strictly forbidden.

### **USE OF POST OFFICE EMPLOYEES IN PRIVATE BUSINESS**

16. A Subpostmaster must not engage Post Office employees to undertake any work whatsoever connected with the Subpostmaster's private business at anytime when they are employed in Post Office duties.

NOTE: In view of the implications of the Restrictive Trade Practices Act 1976 the agreement of the National Federation of Sub-Postmasters has not been sought in the terms of this section.

END

POST OFFICE COUNTERS LTD

SECTION 18

**NON-OBSERVANCE OF RULES: APPEALS PROCEDURE**

**ALLEGATIONS OF NON-COMPLIANCE OR NON-OBSERVANCE OF RULES**

1. Although there may be instances where civil or criminal proceedings are contemplated in which it would serve no useful purpose to call for a written explanation, in all other instances, and without prejudice to any subsequent proceedings, any Subpostmaster will be afforded an opportunity of giving a written explanation of allegations of non-compliance or non-observance of the rules which are made against him.
2. At the discretion of the Retail Network Manager which will not normally be withheld, the Subpostmaster may, if he wishes, meet the Retail Network Manager to discuss the allegations. he may be accompanied by a friend while doing so. The friend must be aged 18 or over and cannot be someone involved in the enquiry. The friend must be a Subpostmaster, sub-office Assistant or Post Office employee - and can be the local NFSP representative.
3. As repeated breaches of the rules, even if minor in themselves, may lead to the determination, without further warning or appeal, of the contract by means of the giving of three months notice, it is strongly recommended that Subpostmasters take the opportunity to make such written and verbal explanations of their actions at the time of the alleged breach of rules. A record will be kept by the Retail Network Manager of any such discussions and of any written warnings issued to the Subpostmaster.

**REPRESENTATIONS ON POST OFFICE MATTERS**

4. Without prejudice to the above a Subpostmaster may address at any time the Regional General Manager and representation he may wish to make having reference to his duties, remuneration or any other Post Office matter. The decision of the Regional General Manager as to his response to such representations is final.

## APPEALS

5. If the Subpostmaster wishes to appeal against a decision to summarily terminate his contract for services, he may do so either in writing or by personal interview and will be allowed ten (10) working days from the date of the termination letter to make application, to a member of the Post Office Counters Ltd "Appeals Authority" whose decision will be final. There is no formal appeal against three months notice of contract termination or against termination with pay in lieu of notice. Appeals on all other issues (e.g. recovery of losses caused by the Subpostmasters negligence) are heard by the Regional General Manager whose decision is final.

## APPROACHES TO PERSONS OUTSIDE THE POST OFFICE

6. Until the Subpostmaster has exercised his final right of appeal, he should not ask persons outside the Post Office to take up the case on his behalf although this does not prevent a Subpostmaster from obtaining such advice and support from the NFSP or any other outside person as may help him to present his case effectively. The Subpostmaster should not detain Post Office papers or allow them out of his custody for the purpose of such consultation without the permission of the Retail Network Manager.

END

POST OFFICE COUNTERS LTD

SECTION 19

OFFENCES: SUSPENSION: ENQUIRIES BY OFFICERS OF THE INVESTIGATION

DIVISION

1. Dishonesty is viewed most seriously and any Subpostmaster or Sub-Office Assistant believed to have carried, or taken part in, an act of dishonesty against Post Office Counters Ltd may be prosecuted. Furthermore, any Subpostmaster so involved renders himself liable to summary termination of his contract. The case of an Assistant Post Office Counters Ltd may recommend to the Subpostmaster that the Assistant should no longer remain in his employ on Post Office Counters business.

**ARRESTS AND CONVICTIONS**

2. A Subpostmaster must report to his Regional General Manager if he is arrested and refused bail, or if he is convicted by a Court of any criminal offence (except a traffic offence for which the penalty has not included imprisonment).

**IMMORALITY AND OTHER MATTERS OF PERSONAL CONDUCT**

3. It is the aim and practice of Post Office Counters Ltd to maintain, to the maximum extent compatible with needs of service to the public, an attitude of non-interference in the private lives of Subpostmasters. However, where facts come to light calculated to cause public scandal or grave embarrassment to the Post Office in connection with a Subpostmaster's private conduct, the question of his fitness for retention in office may have to be considered.

**SUSPENSION FROM OFFICE**

4. A Subpostmaster may be suspended from office at any time if that course is considered desirable in the interest of Post Office Counters Ltd in consequence of his: (a) being arrested, (b) having civil or criminal proceedings brought or made against him, (c) where irregularities or misconduct at the office(s) where he holds appointment(s) have been established to the satisfaction of Post Office Counters Ltd, or are admitted, or are suspected and are being investigated.

5. Where a Subpostmaster is suspended his remuneration in respect of any period of suspension will be withheld so long as such suspension continues.
6. On the termination of the period of suspension whether by termination of contract or reinstatement, the Subpostmaster's remuneration in respect of the period may, after consideration of the whole of the circumstances of the case, be forfeited wholly or in part. If remuneration is paid any rent or other expenses which may have been paid to him in respect of the continued use of his premises for Post Office purposes during the period of suspension will be deducted.

#### **CRIMINAL CONDUCT: REPORTING**

7. If a Subpostmaster has knowledge or suspicion of dishonesty or other criminal conduct affecting the Post Office on the part of any person including a Sub-Office Assistant or a Post Office employee he must, if there is any apparent need for immediate action, at once tell the Regional General Manager confidentially of his knowledge or suspicion.

#### **INDUCEMENT TO ACT CONTRARY TO RULES**

8. If any person should try to induce a Subpostmaster or a member of his staff to act contrary to the rules (if, for example, he should be asked to datestamp covers irregularly with a view to either himself or the offender afterwards enclosing therein betting slips or other communications relating to the result of some race, game or sport) he should, while avoiding compliance (save in the case described in paragraph 9, also avoid putting that person upon his guard by definite refusal). The Subpostmaster should as soon as possible tell the Regional General Manager what has happened giving a full report and description of the person so that an immediate report can be made to POID and instructions sought.
9. A Subpostmaster or Sub-Office Assistant who is asked irregularly to put in course of post for despatch or delivery from his own office a cover already date-stamped, addressed to a betting agent, and presumably already containing a betting slip or other communication respecting the result of some race, game or sport, should accept it and with it any bribe offered for compliance. He should at once initial the cover and hand it and the bribe to the Regional General Manager, to whom he should report as provided in the last sentence of paragraph 8.

### **THEFTS BY STRANGERS**

10. A Subpostmaster or Sub-Office Assistant who sees a theft of Post Office Property committed by a stranger should inform the Police of the facts and then report the matter to his Regional General Manager as soon as possible.

### **FAILURE TO REPORT DISHONESTY**

11. In line with any employee of the Post Office a Subpostmaster or Sub-Office Assistant is expected to report immediately any suspicion of dishonesty or criminal intent which may in any way affect the Post Office, whether the likely offender be connected with the Post Office or not. He is similarly enjoined to render all possible assistance to officers of the Investigation Division (see below).

### **ENQUIRIES BY OFFICERS OF THE POST OFFICE INVESTIGATION DIVISION**

12. The main job of the Investigation Division is to investigate, or help the Police to investigate, criminal offences against the Post Office, British Telecommunications and the Department of National Savings. the Investigation Division does NOT enquire into matters where crime is not suspected.
13. Most of the crimes dealt with by the Investigation Division are committed by outsiders. It follows that a common reason for Investigation Division officers seeking interviews with persons employed on Post Office business is to get help in clearing up such offences. Usually the help takes the form of a witness statement that provides evidence about a particular act or acts that the witness has carried out in the course of his or her duty.

14. Although they comprise the minority of all Investigation Division crime investigations, there are many cases where the possibility (or even direct suspicion) arises that persons employed on Post Office business may be involved. Officers of the Investigation Division conduct interviews about these suspected offences and they are required to observe the same code of conduct when obtaining evidence as that laid down for Police Officers. This provides for an officer investigating a criminal offence to question any person, whether suspected or not, from whom he thinks that useful information may be obtained. As soon as the Investigation Division officer has evidence which would afford reasonable ground for suspecting that a person has committed an offence, he must caution him before asking any questions about that offence. The caution must be in terms which make it clear that the suspected person is not obliged to say anything unless he wishes to do so and that what he says will be put into writing and given in evidence.
  
15. If a Subpostmaster or Sub-Office Assistant is questioned as a suspected person by an officer of the Investigation Division, on statements made by a third person, and expresses a desire to be confronted by that person, such confrontation will, if practicable, be arranged. At the confrontation, the suspect will be at liberty to question the third person on his evidence and the questions and replies will be recorded by the Investigation Division officer.

#### **FRIENDS AT INVESTIGATION INTERVIEWS**

16. At all interviews between Investigation Division Officers and a Subpostmaster or Sub-Office Assistant, the interviewing officer will first introduce himself, explain the nature of the enquiry, the ask the person to be interviewed if he wishes to have a friend present. The introduction and explanation are necessary first steps so the person to be interviewed knows what is involved when he makes his free personal choice whether to ask for a friend to be present at the interview or not.

17. A friend invited to attend an Investigation Division interview must be aged 18 or over and cannot be someone involved in the inquiry. The friend must be a Subpostmaster, Sub-Office Assistant or Post Office employee - and can be the local NFSP representative. To avoid unreasonable delay and to ensure that interviews will not commence until a friend, if requested, is present, the person being interviewed will be asked to nominate alternative friends if the one first (or subsequently) chosen is not available or may be involved in the enquiry.
18. If a person being interviewed declines to have a friend present when asked but changes his mind later, he may ask for a friend to be called at that stage. If he is not questioned as a suspected person at the outset (i.e. not under caution), but fresh evidence emerges during the interview which gives reasonable grounds for suspicion, the Investigation Division officer will make this clear and explain that he proposes to continue his questions after caution. Before the caution is given the Investigation Division officer will ask if the presence of a friend is desired during the remainder of the interview.
19. A friend may only attend and listen to questions and answers. He must not interrupt in any way, either by word or signal; if he does interrupt he will be required to leave at once and the interview will proceed without him. Whatever is said at the interview is to be treated as in strictest confidence. The friend may take notes of the interview but he must keep the notes in the strictest confidence. The only communication the friend is entitled to make on behalf of the person who has been questioned will be in the form of a written "in strictest confidence" statement which may be submitted by the latter, in support of any official appeal which the person questioned may desire to make in connection with the methods followed at the enquiry. No other communication about the interview is allowed (unless made by permission of the Post Office) as it might constitute a breach of the Official Secrets Acts. The questioned officer may, however, if he so desires, communicate the friend's statement to the National Federation of Sub-Postmasters in strictest confidence.

#### 19.10.SEARCHES

20. If a person agrees to his property or house being searched by Investigation Division staff the Investigation Division officer will ask, before the search is carried out, if he wishes to have a friend present.
  
21. Investigation Division officers have no authority to search a Subpostmaster or Sub-Office Assistant or their homes unless they have first obtained the agreement of the person concerned or they have obtained a warrant to do so. In practice Investigation Division officers only seek authority or permission to search when it is deemed absolutely necessary or in the interests of the person involved (e.g. as a pointer to their innocence). If search by consent is carried out during the course of enquiries which do not substantiate any suspicion that may have been directed at a Subpostmaster or Sub-Office Assistant, he will be handed at a later stage a written apology for any inconvenience caused, coupled with a statement that he readily agreed to the search and that nothing which would cast any doubt on his honesty was found.

END

POST OFFICE COUNTERS LTD

SECTION 20

**INFECTIOUS (INCLUDING CONTAGIOUS) DISEASES**

1. Subpostmasters, are expected to act on the advice given by their general practitioners or hospital specialists, and to refrain from providing "Personal Service", by taking leave of absence, through sickness if advised to do so. This is both for their own good and that of others.
2. Contact with a person suffering from such a disease will only rarely exempt a Subpostmaster from providing Post Office services, nevertheless the advice in Par. 1 may apply if the medical practitioner so advises.
3. "Open cases" of Pulmonary tuberculosis must receive clearance from the Post Office, before a Subpostmaster will be allowed to resume the provision of "Personal Service".
4. If the local Public Health Department should require the temporary closing of the office, the Regional General Manager will issue instructions as to the stock, etc. In such cases the question of continuing payment of the subpostmaster's emoluments subject to a deduction in respect of any saving in expenses, will be considered on its merits.
5. These conditions apply equally to any assistants employed by a subpostmaster on Post Office duties. Also, in such cases the question of meeting any loss sustained by the Subpostmaster or Sub-Office Assistant in consequence of the latter's enforced absence will be considered on its merits. It should, however, be understood that the object of any payment that may be made by Post Office Counters Ltd in these cases is to prevent there being any inducement to the sub-office Assistant to come on duty when his presence would be a source of danger to the public or the Post Office employees with whom they might come in contact in his Post Office work. Post Office Counter recognises no other obligation in the matter.

END

POST OFFICE COUNTERS LTD

SECTION 21

**TELEPHONE FACILITIES AT SCALE PAYMENT SUB-POST OFFICES**

**PROVISION OF TELEPHONE FACILITIES**

1. A Subpostmaster must, in connection with official business of Post Office Counter Ltd, and in the interests of security, arrange for the provision of telephone facilities at his sub-post office. The following facilities are required by Post Office Counters Ltd:-
  - (a) a direct exchange line; or
  - (b) an extension plan installation comprising a portable telephone and two sockets: one to be installed in the sub-post office and the other in the Subpostmaster's bedroom. (This type of installation is only required where the Regional General Manager considers it is desirable, as a security measure, and where the Subpostmaster resides on the premises. However, Post Office Counters Ltd will not require this type of system to be installed at island and small rural offices where the Regional General Manager considers that the risk of criminal attack is clearly negligible).

**REIMBURSEMENT OF INSTALLATIONS COSTS**

2. Post Office Counters Ltd will reimburse the Subpostmaster for costs incurred in the installation of the required telephone facility provided that excessive expenditure is not involved. However in the event that the Subpostmaster decides to have installed a system other than that required by Post Office Counters Ltd the Post Office contribution to the total installation costs will be no greater than the cost of installing the facilities outlined in paragraph 1 above. If a Subpostmaster is required to make provision for an extension plan system as described in paragraph 1(b) and chooses to have an extension socket in a room other than his bedroom the Post Office contribution to the installation cost will be no greater than would be incurred in respect of the installation of a direct exchange line.

**RENTAL CHARGES**

3. Post Office Counters Ltd on production of a paid quarterly telephone account, will reimburse the Subpostmaster the rental charges billed by BT including the VAT element (see paragraph 10) appropriate to the type of telephone facility that the Regional General Manager has agreed is necessary (see paragraph 1). Rental charges which exceed the levels so authorised by the District Manger remain the responsibility of the Subpostmaster.

**CALL UNIT ALLOWANCE**

4. Each Subpostmaster is given for each telephone account period an allowance of call units for official purposes, based on the scale of Post Office business transacted; any part of the allowance not expended in a telephone account period cannot be carried over to the next. The Subpostmaster is due to pay for all call units used in excess of this allowance.
5. The standard allowances have been fixed at a level which takes into account the varying conditions between offices. They also allow a margin for contingencies.
6. The scale of allowances, related to the telephone account period, is as follows; the call unit allowance in column (b) is intended to reimburse Subpostmasters for longer distance calls to DNS, Girobank etc., where these are not covered by the basic allowance in column (a):

Offices in unit bands:	Official call units per annum (a)	Additional call units per annum (b)
Up to 85,000	260	NIL
85,001 - 225,000	360	350
225,001 - 400,000	460	500
over 400,000	560	700

7. Where calls from a sub-post office to the Regional or Controlling Crown Office are not within a local call area and are charged on the basis of the distance between two points, the standard allowance of official call units (paragraph 6, column (a)) will be subject to the following multipliers:

Distance in miles from District or controlling Crown Office	Rate of charge	Multiplier to be applied to official allowance
Up to 35 miles	a	5
over 35 miles	b	14

#### **SUPPLEMENTARY ALLOWANCE**

8. A Mailwork Subpostmaster may claim an additional allowance, in respect of calls made in connection with his Mailwork responsibilities, providing that the standard allowance has been expended. A claim, supported by documentary evidence should be submitted to the Regional General Manager with the telephone account for the period concerned.

#### **EMERGENCY REPAIRS**

9. Some British Telecom General Managers are prepared to provide emergency repair facilities for Subpostmasters. The service allows for attention to faults reported:-
- (a) Monday-Friday between 1700 and 0800 hours;
  - (b) Saturday up to 0800 and from 1300 hours;
  - (c) all day on Sunday, Public and Bank Holidays.

All other times repair facilities apply. Subpostmasters will be billed for use of the emergency service on the normal quarterly bill and Regional General Managers will reimburse these costs on presentation of the bill.

## REIMBURSEMENT OF VAT CHARGES

10. The Post Office will reimburse the Subpostmaster the charges raised for VAT at the standard rate, in respect of that part of the total charge related to Post Office services, i.e. rental, the free call allowance and emergency repairs.

END

POST OFFICE COUNTERS LTD

SECTION 22

**QUALITY STANDARDS**

1. Post Office Counters Ltd, through its network of post offices, aims to give customers and clients a high quality service. The Subpostmaster must therefore give high priority to serving customers quickly and efficiently, and to fulfilling the documentation requirements of clients with accuracy and professionalism. Also the Subpostmaster will participate in "Putting the Customer First" by attending the training sessions which form the programme and carrying out the interim activity required between sessions.

The interim activity consist of commitment to display the Customer Charter in the public area of the sub post office, and to hand out questionnaires inviting customer feedback. On an ongoing basis questionnaires will be handed out at regular intervals, to be determined by POCL, but not more than once every six months. In addition to the issue of questionnaires Subpostmasters, particularly those in larger offices, will be encouraged to measure customer service as described below. Subpostmaster's sub-office assistants are also expected to undergo the "Putting the Customer First" programme, either at sessions led by the Subpostmasters themselves, once they are trained, or the retail network manager. Subpostmasters should make all reasonable efforts to encourage their staff to participate in the training.

Payment for attendance at the four "off site" sessions, led by retail network managers, within the "Putting the Customer First" programme, will be for travel and substitution.

**WAITING TIME**

2. The Subpostmaster should ensure that the time for which customers wait to be served is kept to the minimum, and make any adjustments to the staffing pattern accordingly. To help achieve this objective Subpostmasters in offices displaying the charter, particularly those in larger offices, will be encouraged to monitor waiting times using the system developed by POCL.

This entails counting the number of customers queuing and the number of clerks serving, three times a day and to supply the information to POCL to enable the results to be analysed and fed back to the Subpostmaster.

While POCL has an overall national objective for customers to wait for no longer than five minutes before being served, it is recognised that customers have different needs and expectations of waiting time in different offices, and at different times of the day or week. However, Regional General Managers will treat very seriously any evidence which suggests that the Subpostmaster is not making all reasonable efforts to ensure that customer waiting time is minimised, to meet the needs of customers locally.

### TRANSACTIONS

3. The Subpostmaster will be responsible for ensuring that transactions are carried out accurately, that all reasonable steps are taken to prevent fraud and that all documentation is properly completed and despatched at the due time. Where under the terms of its contracts with its clients Post Office Counters Ltd incurs financial penalties as a result of the Subpostmaster's failure in this regard, Post Office Counters Ltd may pass on this additional cost to the Subpostmaster. The Appendix to this Section sets out the current maxima of the penalties which can be passed on to the Subpostmaster. In such circumstances, Post Office Counters Ltd will furnish copies of the appropriate documents as evidence in support of any action. Failure to properly complete accounting and traffic information documents may lead to the exclusion in whole or in part of business transacted for the purposes of determining payment.
4. The Subpostmaster will ensure that customers are treated fairly, courteously and helpfully. Persistent failure to meet the high standard of service demanded by Post Office Counters Ltd could result in termination of contract.

(APPENDIX 1 FOLLOWS)

QUALITY STANDARDS

SUBPOSTMASTER ERRORS: MAXIMUM PENALTIES

		<u>Maximum Penalty</u> <u>W.E.F 1.4.93</u>
(1)	British Telecom	
	Late despatch of BT Bills with due account to cut off times and where this is demonstrably the fault of the Subpostmaster.	£10 (per summary form)
(2)	Girobank	
	2.1 Error notices issued in respect of PDR (G.6301/G.6302) transactions, Community Charge (G6403) transactions, Green/Violet Girocheques (G6305/7) transactions.	£23.54 (per error notice)
	2.2 Cashing other Bank's Cheques: Fraud Losses	
	POCL bears in full losses from fraudulently encashed 'other bank's cheques' where these cheques have been accepted incorrectly (e.g. no cheque card number written on back of cheque). Recompense may be sought towards losses incurred.	
(3)	DVLA (MVL Offices) only	
	License issued early	£8.50 per licence
	Incorrect Licence issued	£8.50 per licence
	Lost tax discs (where Subpostmaster failed to safeguard properly)	The six-monthly rate of duty for private and light goods vehicle chargeable at the time of loss.
(4)	Department of National Savings	
	DNS may seek recompense from POCL for fraud losses, where error by Subpostmaster had led to payments which should not have been made. For example:-	
	a) Where a stop payment has been ignored.	
	b) Where a forged date stamp impression is a bad one.	
	c) Where pass book entries have been blatantly altered.	
	d) Where the wrong balance figures have been entered.	
	Again, depending on the circumstances, a contribution can be sought towards losses incurred.	

END

POST OFFICE COUNTERS LTD

SECTION 23

REDEMPTION OF TELEPHONE, TELEVISION, MOTOR VEHICLE AND OTHER SAVINGS STAMPS

1. A Subpostmaster must only accept savings stamps either in total or part payment for the relevant transaction to which they refer.
2. It is TOTALLY UNACCEPTABLE for a Subpostmaster (or anybody acting on his behalf) to:-
  - (i) exchange redeemed savings stamps for cash;
  - (ii) affix savings stamps to savings cards and claim them as if they had been redeemed by a customer in the normal course;
  - (iii) convert total of partial cash or cheque payments for licence or accounts payments into stamps and claim them as if they had been presented by a customer;
  - (iv) convert official cash (whether directly from the till or paid in over the counter) into savings stamps (whether affixed to a card or not) for use as a means of saving for any purpose whatsoever; or to take action which improperly sets out to increase his remuneration.
3. Redeemed savings stamps must be despatched immediately following completion of the cash account on which the transaction to which they refer takes place. It is not acceptable to remit redeemed savings stamps later than the scheduled despatch date or to remit several weeks redemption together.
4. In the event that cases of falsification come to light Post Office Counters Ltd will view such activities extremely seriously and in such circumstances almost certainly consider termination of the Subpostmasters Contract for services.

END

POST OFFICE COUNTERS LTD

SECTION 24

**MAILWORK**

**GENERAL**

1. This contract is between Post Office Counters Limited (POCL) and the Subpostmaster of \_\_\_\_\_ in respect of the provision of sorting facilities for both delivery and collection of mails, known hereinafter as Mailwork.

A current outline job description is associated with this contract as a guide to the duties involved.

This Mailwork contract does not affect the Subpostmaster's obligations and entitlements under a contract for services with POCL to provide counter services.

**ACCOMMODATION AND FITTINGS**

2. The Subpostmaster agrees to provide and maintain such accommodation as is required for the effective discharge of Mailwork duties. In fulfilling this requirement, the Subpostmaster will be responsible for meeting the provisions of all relevant legislation (in particular HASAW) and where Post Office staff work on the premises specifically provide:
  - 2.1 Access to toilet facilities.
  - 2.2 Facilities for washing, including a supply of hot water.
  - 2.3 Hat and coat pegs.
  - 2.4 Facilities for making tea.
  - 2.5 Adequate lighting.
  - 2.6 Adequate heating; and
  - 2.7 Adequate ventilation.

Where provision of relevant legislation or requirements introduced by the Post Office after the appointment of the Subpostmaster call for changes in the accommodation provided by the Subpostmaster, the Post Office will pay 100% of the costs involved in effecting the required changes. A proportion of the costs is returnable should the Subpostmaster relinquish his/her appointment within 4 years of the work being carried out.

The Post Office will make available fittings designed specifically for Mailwork use at no cost to the Subpostmaster. In certain circumstances, Subpostmasters may purchase other surplus equipment by local arrangement from the Royal Mail District Office.

### **ATTENDANCE**

3. The Subpostmaster is not obliged to attend the office personally. Where he decides to absent himself he must appoint a substitute who shall be sufficiently well versed to carry out the responsibilities of the Subpostmaster and who is acceptable to the Royal Mail and Post Office Counters Ltd. However, a Subpostmaster's responsibility for the proper conduct of Mailwork duties is in no way diminished by his non-attendance. In either case, the Subpostmaster will arrange for:
  - 3.1 the correct handling of value and other special items in accordance with regulations advised from time to time.
  - 3.2 the maintenance of statistical and management information systems as required for the effective provision of Mailwork in accordance with agreements reached with the National Federation of Sub-Postmasters (NFSP).

### **ACCESS TO PREMISES**

4. The Subpostmaster will allow access to the area where sorting is performed at all times when Mailwork is being carried out to any representative of the Post Office for the purpose of inspection and procedural audit. Visits to the area where sorting is performed outside hours when it is in use will be by appointment at a time reasonable to both the Post Office and the Subpostmaster.

## **POST OFFICE OBLIGATIONS**

5. The Post Office for its part will provide for:
  - 5.1 Training in all aspects of Mailwork to include not only new entrant training by also on-going training.
  - 5.2 Support for any Subpostmaster carrying out disciplinary procedures under the Post Office discipline code. Any Subpostmaster acting within the terms of the guidelines of the disciplinary code will be supported in such instances pending any investigation or subsequent action which may be required.
  - 5.3 Sufficient levels of operational and administrative support to allow the Subpostmaster to fulfil his obligations under the terms of his contract.
  - 5.4 The supply of soap and towels and toilet paper.
  - 5.5 Fire fighting equipment.

## **CHANGES TO FACILITIES**

6. The Post Office will ensure that any changes to facilities or services will be subject to consultation with NFSP.

## **REMUNERATION**

7. Remuneration for the facilities and services provided by the Subpostmaster will be paid in accordance with the agreement that may be in force from time to time between the Post Office and the National Federation of Sub-Postmasters in respect of Mailwork.

## **WITHDRAWAL OF MAILWORK**

8. Where Mailwork is withdrawn either in whole or in part a payment may be made. Details of the conditions of such a payment appear at Appendix 1.

## CHANGES IN CONDITIONS OF SERVICE

9. Any changes in conditions of service and operational instructions, including those which are agreed with the National Federation of Sub-Postmasters, will be communicated to Subpostmasters either directly, through "Counter News" or by amendment to Postal Instructions.

## **JOB DEFINITION: MAILWORK SUBPOSTMASTER**

### **AREA OF RESPONSIBILITY**

#### **QUALITY OF SERVICE**

10. To ensure the provision of mail handling and callers services (including those for parcels) to RM standards as notified in writing to the Subpostmaster by POCL.
11. To bring to the attention of the Area Delivery Manager (ADM), factors having a negative effect on service, the rectification of which requires higher authority, or action by other persons/officers.

#### **MANAGEMENT OF STAFF**

12. To supervise Royal Mail staff working on the premises and, where appropriate, check return times of staff after delivery/collection duties.
13. To make initial arrangements, wherever possible, to cover vacancies and absences, including sick and annual leave. Where the Subpostmaster is unable to make local arrangements to cover vacancies and absences he will assist in the operation of any arrangements made by the Royal Mail District Office.
14. To take all reasonable action to overcome staffing emergencies and to report to the ADM the measures taken.

#### **CUSTOMER CARE**

15. To be alert, in a general sense, to the need to provide a high standard of customer care on behalf of Royal Mail and Parcelforce.
16. To deal with enquiries and complaints from members of the public, referring to the appropriate person or section at the Royal Mail District Office any matters which cannot be resolved locally.

## **COST CONTROL**

17. To contain cost by exercising powers in accordance with instructions laid down by Royal Mail District Offices for the control of overtime, sick absence and other cost elements, but not at the expense of Quality of Service.
18. To identify areas of potential cost savings and to bring these to the attention of the ADM for further action.

## **MANAGEMENT INFORMATION**

19. To provide regular standard staffing returns that are required for the day to day running of the sorting office.
20. To provide those regular standard operational returns required for the day to day running of the sorting office, including those returns for which a separate and specific payment has been agreed in addition to those required under paragraph 3.2 of the Mailwork contract.
21. The Subpostmaster will meet, whenever possible, requests for the provision of additional returns, subject to consultation between the Subpostmaster/NFSP/POCL on a local or national basis as appropriate.
22. To ensure the correct completion of other documentation by Royal Mail staff.
23. To provide such information that is required to respond to individual enquiries from members of the public. However, there is no obligation on a Mailwork Subpostmaster to conduct any enquiries or investigations outside his Mailwork premises.
24. To keep management informed on any matters affecting or threatening to affect the efficient running of the office or the provision of the service.

## **DISCIPLINE**

25. To be thoroughly acquainted with the discipline code.
26. To initiate disciplinary action where necessary, ensuring the proper procedures are observed, and carry through to the limit of personal authority as first line supervisor under the terms of the discipline code.

## **SAFETY AND SECURITY**

27. To ensure that correct safety and security procedures are applied on the premises, including those procedures associated with appropriate delivery equipment e.g. bicycles.

(APPENDIX 1 FOLLOWS)

## APPENDIX 1

### PAYMENT ON WITHDRAWAL OF MAILWORK

Where the whole or part of either category of Mailwork carried out at a sub-office is withdrawn by Royal Mail or Royal Mail Parcelforce, the Subpostmaster will receive a lump sum, an amount equivalent to 1.5 times the consequential annual reduction in pay. The reduction in pay should take effect from the date of the withdrawal of the work.

Where appropriate, the payment should take account of all regular payments including the effect of any reduction in the 3% addition paid for minor items of work which attract no specific payment. Regular and intermittent allowances should also be included in calculating the amount due.

If the withdrawal of Mailwork happens in stages, the Subpostmaster should receive a lump sum in respect of the reduction on each occasion. In cases where there is simultaneous loss and gain of Mailwork the lump sum payment should be calculated on any nett loss.

Payments should not be made where the change is due to variations in traffic.

At least three months' notice, or payment in lieu of three months' notice will be paid on withdrawal of Mailwork, except in those cases where the Subpostmaster's contract is summarily terminated or where he resigns to avoid summary termination.

Payment for the loss of Mailwork will not be made where work is withdrawn at:-

1. the request of the Subpostmaster;
2. the time of summary termination or resignation to avoid summary termination;
3. a minimum payment office which is already paid for more work than it carries out.

The annual revision date will be unaffected by withdrawal of Mailwork.

END

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