



# SUBPOSTMASTERS CONTRACT



# Agency Contract Amendments Standard Subpostmaster Contract

- ◇ Communication from Post Office Ltd (04/11/02)
- ◇ Specific changes by Contract Type (04/11/02)
- ◇ Section 23, 1 August 2004, Savings Stamps
- ◇ Section 21, 1 April 2005, Telephone Facilities
- ◇ Section 17, 23 Sept 2005, Restrictions
- ◇ Section 12A, 31 July 2006, Safeguarding of the Mail
- ◇ Section 15, 31 July 2006, Assistants
- ◇ Section 16, 31 July 2006, Divulgence of Official Information

**Changes to Agents' Contracts. All Subpostmasters Contract, Community Subpostmasters Contract and Modified Subpostmasters Contract branches**

As a consequence of the recent change of business name, from Post Office Counters Ltd to Post Office Limited, some of the references in the standard Subpostmasters Contract, Community Subpostmasters Contract and Modified Subpostmasters Contract no longer apply. The following tables list the changes, which have been made to the various documents.

This communication should be retained with your contract for services for future reference. Similarly the associated Appendices 1,2 and 3 should be retained as they replace the appendices found in Section 16 of the Subpostmasters, Section 12(M) of the Modified, and Section 12 of the Community Contracts respectively.

Please note that neither the fundamental relationship, nor any of the substantial terms and conditions of the documents are affected by this change of company name.

Should you have any questions about these changes please write to me at the address below.

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Agency Contracts Analyst  
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L1 4HQ

**GENERAL CHANGES - throughout whole of each contract**

- |  |  |
|--|--|
| - "Post Office Counters Ltd/POCL"  | "Post Office Limited"  |
| - "Post Office Counters"   | "Post Office"  |
| - "a/another/other [sub] Post Office(s)"   | "a/another/other Post Office branch(es)"                                       |
| - "post office business"   | "Post Office business"   |
| - "Post Office<br>funds/money/cash/property/papers/<br>documents/stock"            | "Post Office Limited<br>funds/money/cash/property/ papers/<br>documents/stock" |
| - "Post Office Counters Ltd funds/money/cash/<br>property/papers/ documents/stock" | "Post Office Limited<br>funds/money/cash/property/ papers/<br>documents/stock" |

**Specific changes by contract type and section**

Subpostmasters Contract ref.	Modified Subpostmasters Contract ref.	Community Subpostmasters Contract ref.	Amendments
Section 2, para. 22 Section 2(a), para. 18:	Not applicable	Not applicable	Words "...submitted via the Regional General Manager to Post Office Counters Business Headquarters..." should be changed to: "...submitted to Post Office Ltd..."
Section 4, para. 11 and Section 8, para. 14:	Section 5 (M), para 14:	Section 3, para 8 and section 4 para 14:	Reference to "the Post Office" and "Post Office" should be to "Royal Mail Group plc"
Section 10, para. 4:	Section 4(M) para 4:	Section6, para 4	Words: "employees of Post Office Counters Ltd" should read "employees of Royal Mail Group plc" and words "Post Office Staff Superannuation Scheme" should read: " any of Royal Mail's occupational pension schemes"
Section 11, para. 5.1:	Section 8(M), para 5.1	Section 7, para 5.1	Reference to "Post Office Group Treasury" should read "Royal Mail Group Treasury".
Section 11, para. 6:	Section 8(M), para 6	Section7, para 6	Details of Post Office Counters Ltd Agent should be changed to the following: "Post Office Ltd Agent, (Group Treasury), Rowland Hill House, Boythorpe Road CHESTERFIELD, Derbyshire S49 1HQ"
Section 13, para. 9:	Not applicable	Not applicable	Reference to "Post Office employees" should be changed to "Royal Mail employees".
Section 13, para 12:	Not applicable	Section 9, para 6	References to "the Post Office" should be changed to "Post Office Ltd".
Section 15, para. 6(c), para. 12 and para. 14:	Section 10(M), para 6(c) and para 12	Section 11, para 6(c), para 12 and para 14	References to "the Post Office" should be to "Royal Mail Group plc or any of its predecessors".
Section 16, para. 3(a)	Section 12(M), para 3(a)	Section 12, para 3(a)	New form P13 attached.
Section 16, para. 4:	Section 12(M), para 4	Section 12, para 4	Reference to a "Post Office employee" should be to a "Royal Mail employee"
Section 16, para. 5	Section 12(M), para 5	Section 12, para 5	All references to "the Post Office" should be changed to " each of Royal Mail Group plc and Post Office Ltd"
Section 16, para.6	Section 12(M) para.6	Section 12 para 6	All references to " the Post Office" should be changed to " Post Office Ltd or Royal Mail Group plc

**Specific changes by contract type and section**

Subpostmasters Contract ref.	Modified Subpostmasters Contract ref.	Community Subpostmasters Contract ref.	Amendments
Section 16, Appendices 1, 2 and 3:	Section 12(M), Appendices 1, 2 and 3:	Section 12, Appendices 1, 2 and 3:	New appendices 1,2 and 3 attached.
Section 17, para. 10(b):	Section 13(M), para 10(b)	Section 13, para 10(b)	The words: "the Post Office" should read: " either Post Office Ltd or Royal Mail Group plc"
Section 17, para. 14:	Section 13(M), para 14	Section 13, para 14	The words: " in the Post Office" should read: " by either Post Office Ltd or Royal Mail Group plc"
Section 17, para. 15 and para. 16 and Section 18, para. 2:	Section 13(M), para. 15 and para. 16 and Section 14(M), para. 2:	Section 13, para. 15 and para. 16 and Section 14, para. 2:	References to "Post Office employee(s)" should read as follows: "employee(s) of " either Post Office Ltd or Royal Mail Group plc" Reference to "Post Office duties" in para 16 should read "duties for Post Office Ltd or Royal Mail Group plc"
Section 18: Heading and para. 6:	Section 14(M): Heading and para. 6:	Section 14: Heading and para. 6:	Words: "outside the Post Office" should read " outside either Post Office Ltd or Royal Mail Group plc" "Post Office papers" should read "Post Office Ltd papers"
Section 19, paras. 3, 7 and 11:	Section 15(M), paras. 3, 7 and 11:	Section 15, paras. 3, 7 and 11:	References to "the Post Office", "should read "either Post Office Ltd or Royal Mail Group plc"
Section 19, paras. 7, 10 and 17:	Section 15(M), paras. 7, 10 and 17:	Section 15, paras. 7, 10 and 17	References to "Post Office employee/property" should be to: "employee/property of "either Post Office Ltd or Royal Mail Group plc". Paragraph 7 – reference to "the Post Office" should read "either Post Office Ltd or Royal Mail Group plc"
Section 20, para. 3:	Section 16(M), para. 3:	Section 16(M), para. 3:	Reference to "the Post Office" should be to "Post Office Ltd".
Section 21, para. 10:	Not applicable	Section 17, para. 10:	Reference to "The Post Office" should be to "Post Office Ltd".
Section 24:	Not applicable	Not applicable	All references to "Post Office", or "the Post Office" should be changed to "Royal Mail Group plc". Paragraph 2 - reference to "Post Office staff" should read "Royal Mail staff" Paragraph 3 – reference to "the Royal Mail" should read "Royal Mail Group plc"

## Notice of Subpostmaster's Contract and Community Subpostmaster's Contract Variation

Post Office Ltd will introduce a new Post Office® saving stamp on 16 August 2004. The introduction by Post Office Ltd of the saving stamp to the list of Post Office® products and services to be provided in the course of a Post Office® business will require a variation to be made to the provisions of Section 23 of the Subpostmaster's Contract, and Section 19 of the Community Subpostmaster's Contract (which Sections are identical in content).

Therefore, in accordance with Section 1, Paragraph 18 of

- (i) the Subpostmaster's Contract, and
- (ii) the Community Subpostmaster's Contract

(which enable changes to be made to the relevant Contract),

as of 1 August 2004, Section 23 of the Subpostmaster's Contract, and Section 19 of the Community Subpostmaster's Contract, will be varied as follows:

- (a) the following words should be added to the end of Paragraph 1:

**"...except in the case of Post Office® saving stamps which may be accepted for all Post Office® goods and services, and any other goods and services that the Subpostmaster has, at his/her own discretion, decided to allow.";** and

- (b) the following words should be added to the end of part (i) of Paragraph 2:

**"...except in the case of Post Office® saving stamps and only then where the Subpostmaster is paying change for a purchase made using the Post Office® saving stamps and the amount of such change is under £5.00."**

Post Office Ltd

July 2004

POST OFFICE LTD

SECTION 21 Subpostmasters Contract / SECTION 17 Community Subpostmasters Contract

Telephone facilities at sub Post Office® Branches

**The Official Branch Telephone Line**

1. A Subpostmaster must arrange for the provision of suitable telephone facilities at his sub Post Office branch to meet the needs of the official business of Post Office Ltd and the requirements of security. These telephone facilities are known as "The Official Branch Telephone Line".
2. Where possible, The Official Branch Telephone Line must be provided by BT in order that Post Office Ltd may use the line for the Post Office Ltd Asymmetric Digital Subscriber Line [ADSL] service.
3. Where a BT line is installed the Horizon equipment or any future replacement for the Horizon equipment or any official Post Office Ltd equipment as Post Office Ltd may from time to time specify will be connected to the Master Line Box at the sub Post Office branch and will utilise the Post Office Ltd ADSL service that runs over The Official Branch Telephone Line.
4. Where it is not possible to install a BT line the Horizon equipment or any future replacement for the Horizon equipment or any official Post Office Ltd equipment as Post Office Ltd may from time to time specify will continue to utilise the ISDN line connected to the sub Post Office branch and/or The Official Branch Telephone Line.
5. Whether The Official Branch Telephone is provided by BT or by another telecommunications service provider the operational and security needs of Post Office Ltd must at all times take precedence in terms of the use made of The Official Branch Telephone Line. Where these needs conflict with the private use by the Subpostmaster of The Official Branch Telephone Line, the Subpostmaster must cease such private use.
6. Provided that the requirements of paragraphs 1 to 5 above are met:
  - a) the Subpostmaster may utilise The Official Branch Telephone Line for private purposes in addition to official Post Office Ltd purposes, and
  - b) The Subpostmaster may order the addition of extra services for The Official Branch Telephone Line from the telecommunications service provider of that line.

In either circumstance it is the responsibility of the Subpostmaster to pay for the installation and operation of any additional services or use

7. Should the Subpostmaster wish to make use of his rights under paragraph 6 above, he or she must first seek Post Office Ltd's agreement to any such changes by contacting the NBSC. Only changes authorised by Post Office Ltd may be introduced.

8. Any movement of or changes to any of the telephone or other communications equipment at the sub Post Office branch that are the result of changes initiated by the Subpostmaster, including but not limited to refurbishment or re-location of the branch, will be the responsibility of the Subpostmaster. The Subpostmaster will be responsible for ordering and paying for the movement or changes from the telecommunication service provider.

9. Post Office Ltd reserves the right to amend and update the requirements of this section in the future should the operational and security needs of Post Office Ltd require such a change.

10. The Subpostmaster agrees to co-operate with Post Office Ltd in relation to the installation at the sub Post Office branch of any other forms of communications equipment or data links to be used for the purposes of conducting the official business of Post Office Ltd.

#### **Provision of the Official Branch Telephone Line**

11. The Subpostmaster must provide

(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 POL considers it is desirable, as a security measure, and where the Subpostmaster resides on the premises. However, Post Office Ltd will not require this type of system to be installed at island and small rural offices where Post Office Ltd considers that the risk of criminal attack is clearly negligible).

12. The Subpostmaster's requirement to provide The Official Branch Telephone Line may be discharged in the following ways:

12.1 By transferring responsibility for and ownership of the BT line at the sub Post Office branch to Post Office Ltd. Under this arrangement, Post Office Ltd becomes responsible to BT for the line rental and for the cost of official calls made by the Subpostmaster. Private calls made by the Subpostmaster are his or her responsibility and BT will invoice him or her directly for such calls. This arrangement is known as "Split Billing". As Post Office Ltd pays BT directly for the official use of this line the Subpostmaster incurs no telephone costs for the provision of The Official Branch Telephone Line and has no need to reclaim such costs from Post Office Ltd.

As BT provides the Official Branch Telephone Line under this option, it meets the requirements of the Post Office Ltd ADSL service. It is the simplest and preferred option.

Subpostmasters who sign a novation accepting the transfer of the line to Post Office Ltd are deemed to have accepted this option. Once this option has been accepted it cannot be reversed. New Subpostmasters who take up appointment at sub Post Office branches where a previous Subpostmaster has transferred to Split Billing are required to continue with that arrangement.

Subpostmasters taking up appointment from 1st April 2005 at sub Post Office branches where The Official Branch telephone Line is provided by BT but where previous subpostmasters have not transferred to Split Billing are required as a condition of such appointment to agree to transfer to Split Billing by signing the necessary novation form provided by Post Office Ltd at the time of their appointment.

12.2 By allowing the installation by Post Office Ltd at the sub Post Office branch of a separate BT line to be used as The Official Branch Telephone Line. Under this option the Subpostmaster retains whatever private lines and /or telecommunications facilities he or she wishes, but those facilities are not used for official purposes. As Post Office Ltd pays BT directly for the official use of this line the Subpostmaster incurs no telephone costs for the provision of The Official Branch Telephone Line and has no need to reclaim such costs from Post Office Ltd.

As BT provides the Official Branch Telephone Line under this option, it meets the requirements of the Post Office Ltd ADSL service.

New Subpostmasters who take up appointment at sub Post Office branches where a previous Subpostmaster has adopted this option are required to continue with this arrangement.

12.3 By the provision of The Official Branch Telephone Line via BT or another telecommunications service provider in circumstances where the Subpostmaster retains responsibility for and ownership of the Line. In such circumstances, the Subpostmaster is billed directly by the service provider for all costs associated with the line and is entitled to reclaim from Post Office Ltd the 'official' element of those costs in accordance with paragraphs 13 to 19, below.

If the telephone facilities provided under this option do not meet the specifications required by the Post Office Ltd ADSL service the facilities will not be acceptable as The Official Branch Telephone Line. In such circumstances the Subpostmaster must either agree to transfer to option 12.1 or option 12.2 unless Post Office Ltd is unable to offer either of those options, in which case the existing arrangements would continue. In the

event of transfer to option 12.1 or 12.2. he or she would then lose their entitlement to reclaim costs related to official rental or calls.

New Subpostmasters who take up appointment at sub Post Office branches where a previous Subpostmaster has adopted this option are required as a condition of their appointment to change to option 12.1 or 12.2 upon appointment unless Post Office Ltd is unable to offer either of those options in which case they may maintain this arrangement.

### Telephone Costs Reimbursement

13. The following applies only to those Subpostmasters who provide The Official Branch telephone Line in accordance with option 12.3 above

#### Rental Charges

14. Post Office 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 19) appropriate to the type of telephone facility that Post Office Ltd has agreed is necessary. Rental charges which exceed the levels so authorised by Post Office Ltd remain the responsibility of the Subpostmaster.

#### Call Unit Allowance

15. 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.

16. 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.

Branch Banding (per annum)	Official call per annum
Up to £12k	£5.48
Between £12k and £25k	£10.92
Between £25k and £35k	£40.32
over £35k	£52.92

#### Supplementary Allowance

17. 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 Post Office Ltd with the telephone account for the period concerned.

**Submission of Telephone Reimbursement Claim**

18. The Subpostmaster must submit his paid telephone invoice one a quarterly basis for reimbursement.

**Reimbursement of VAT Charges**

19. Post Office Ltd 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 LTD

SECTION 17 OF THE SUBPOSTMASTERS' CONTRACT

SECTION 13 OF THE COMMUNITY SUBPOSTMASTERS' CONTRACT,

SECTION 13(M) OF THE MODIFIED SUBPOSTMASTERS' CONTRACT

SUBPOSTMASTERS' PRIVATE BUSINESS; BETTING AND GAMBLING; LICENSED PREMISES; BORROWING AND LENDING MONEY; POLITICAL ACTIVITIES; CANVASSING FOR BUSINESS; EMPLOYMENT IN ROYAL MAIL GROUP PLC OR CIVIL SERVICE.

**1. PRIVATE BUSINESS**

1.1 The appointment of a Subpostmaster confers on the individual concerned the right to transact, and to receive payment for, certain items of business on behalf of Post Office Ltd. The conditions of the appointment also involve such non-compete restrictions on the private activities of the Subpostmaster on the premises in which his Post Office® branch is situated as are fundamental and necessary to ensure the continued viability of Post Office Ltd's nationwide network.

1.2 It is important to the future of the Post Office® network that all Subpostmasters support Post Office® products and services. A Subpostmaster who offers products or services in his private retail business on the premises in which his Post Office® branch is situated which compete with Post Office® products and services can reduce the revenue generated by the Post Office® branch. This revenue is essential to provide a contribution to Post Office Ltd's fixed costs of maintaining the Post Office® network. Without this contribution, Post Office Ltd might not be able to sustain the Post Office® network. It is therefore also in the interests of all Subpostmasters to support this principle.

1.3 It is also in the interests of all Subpostmasters that Post Office Ltd is able to seek and negotiate business opportunities for the whole Post Office® network and that it does not allow clients or suppliers to enter into arrangements directly with selected Post Office® branches only to the disadvantage of the rest of the network. This would adversely affect Post Office Ltd's ability to maintain the Post Office® network as a whole.

1.4 Subpostmasters benefit from being part of the Post Office® network. In addition to payments which Subpostmasters receive from Post Office Ltd, Post Office Ltd invests in advertising that brings customers into Post Office® branches, it ensures that Post Office® products meet regulatory requirements and it provides customer and business services such as helplines to support Subpostmasters.

- 1.5 Accordingly, except as permitted by and in compliance with any waiver granted by Post Office Ltd in accordance with paragraph 1.11 below, a Subpostmaster must not undertake in a private capacity, or allow anyone else to undertake on the premises in which his Post Office® branch is situated, the types of business listed in paragraph 1.6 of this section 17, as amended by Post Office Ltd from time to time in accordance with paragraph 1.8 below.
- 1.6 The non-compete restrictions on private business activities on the premises in which the Post Office® branch is situated are as follows:
- (i) business concerned with the provision of services relating to the collection, conveyance and/or delivery of letters, parcels and packages (collectively called "Packets" in this paragraph) including without prejudice to the generality of the foregoing: the sale of stamps, pre-paid postage labels and stationery with prepaid postage; the acceptance, retention, sortation, return and redirection of Packets (including Packets containing mail order or other home shopping goods and other Packets); and the acceptance of payment for such services;
  - (ii) services for the payment of bills, the collection of payments (including pre-payments) or the collection of revenue (whether by the sale of stamps or meter tokens, the charging of budget keys or by other means) in connection with services for the supply of water, gas, fixed line telephones, electricity, cable or satellite television, or local authority services;
  - (iii) the sale of National Lottery products;
  - (iv) Banking, Building, Industrial and Provident Society, Friendly Society or Credit Union business or otherwise making available banking facilities including, without limitation, cheque-cashing, bureau de change (including the selling and buying back of currency, on demand and pre-order services), collecting deposits or providing withdrawal facilities on behalf of deposit-takers whether over-the-counter or through an automated teller machine (ATM) or providing loans, credit cards or other forms of credit or credit brokerage services but not including the provision of cash-back transactions or the provision of basic saving stamp schemes which do not involve the return of cash to participants in the scheme. For the avoidance of doubt, a cash-back transaction is the withdrawal of cash via a debit card scheme, from the account associated with the card used, as part of a transaction for the purchase of goods or services through the same scheme; and

- (v) any financial services business or otherwise making available facilities which may compete with the financial services activities carried on or to be carried on by Subpostmasters at any time for or on behalf of Post Office Ltd or through Post Office® branches or which may compromise the regulatory status of Post Office Ltd (including for this purpose, its Subpostmasters) in its role as appointed representative of Post Office Ltd's financial service product providers, including, for the avoidance of doubt, the promotion of competing financial services but not including the provision of basic savings stamps schemes which do not involve the return of cash to participants in the scheme.

- 1.7 For the avoidance of doubt, these non-compete restrictions apply to all methods of transaction of the areas of business set out above. This includes, without limitation, the use of smartcards, ATMs and on-line terminals.
- 1.8 The categories of business listed in paragraph 1.6 above constitute the current non-compete restrictions but Post Office Ltd reserves the right to review these restrictions in the light of changing business requirements, varying them if necessary. All Subpostmasters will be given at least 12 months' notice in writing of any such changes. No restrictions will be introduced on products or services other than Key Products and Services, as defined in section 1.9 of this section 17.
- 1.9 Key Products and Services are the core products and services offered by Post Office Ltd. The Key Products and Services are:
- (i) Letters, parcels and packages services of any kind and related services;
  - (ii) Services for the payment of bills, collection of payment or collection of revenue;
  - (iii) National Lottery products;
  - (iv) Banking services, including bureau de change;
  - (v) Financial services;
  - (vi) National Savings and Investment products;
  - (vii) Money transfer services;
  - (viii) Postal orders;
  - (ix) Savings stamps;
  - (x) Benefits' distribution and Government services;
  - (xi) Motor vehicle and driver licensing services and other motorist services;
  - (xii) Telephony products and services;
  - (xiii) Travel ticketing and travel passes; and
  - (xiv) Television licensing services.

Post Office Ltd reserves the right to amend this list of Key Products and Services from time to time. No new products or services will be introduced to this list which are not current or future key sources of revenue and/or contribution for Post Office Ltd.

- 1.10 If a Subpostmaster is considering taking up a new private retail business opportunity which may fall within the scope of the non-compete restrictions specified in paragraph 1.6 above, he should, before he takes up any such business, inform Post Office Ltd of the circumstances and seek advice as to whether the work concerned falls within the restrictions described above.
- 1.11 Subpostmasters may apply for a waiver from the non-compete restrictions in paragraph 1.6 of this section 17. Post Office Ltd's waiver policy is available on the Post Office Ltd website. This sets out the circumstances in which a waiver may be granted and the procedures that must be followed. This policy is subject to amendment by Post Office Ltd from time to time. If a waiver is granted subject to conditions, a Subpostmaster must comply with these conditions. A failure to do so will result in the waiver being invalid from the date the Subpostmaster ceased to comply with the conditions.
- 1.12 A Subpostmaster must not use and must ensure that no third party uses the name "Post Office" in connection with any of his private business activities (or the private business activities of a company with which he is associated in any way) or in such a way as to imply that Post Office Ltd is in any way connected with these activities. Nor may a Subpostmaster transact any private business in a way that might lead customers to conclude that Post Office Ltd is in any way connected with that business.
- 1.13 A Subpostmaster must not engage Royal Mail Group employees to undertake any work whatsoever connected with the Subpostmaster's private business (or the private business activities of a company with which he is associated in any way) at any time when they are employed in Post Office® or Royal Mail Group duties.
- 2. BETTING AND GAMBLING; LICENSED PREMISES; BORROWING AND LENDING MONEY**
- 2.1 *A Subpostmaster and his Assistants must not:*
- (i) bet or gamble by means of post (betting by private telephone off the Post Office® part of the premises is permissible); or

- (ii) 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).
  
- 2.2 A Subpostmaster must not on the premises in which the Post Office® branch is situated;
  - (i) allow or provide for gambling; or
  - (ii) conduct any business with a turf commission agency or a football or turf pool agency.
  
- 2.3 Notwithstanding the conditions of Paragraphs 1.6(iii), 1.10 and 2.2 above, a Subpostmaster and his Assistants 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 conduct of the lottery and the sale of tickets. Tickets for such lotteries must not be sold over the Post Office® branch counter nor must the Post Office® branch 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/Post Office®, Sub-Post Office/Sub-Post Office®, Post Office branch/Post Office® branch or Subpostmaster.
  
- 2.4 A Post Office® branch 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 an "off" licence provided the liquor is sold in closed vessels.
  
- 2.5 Neither a Subpostmaster nor any company with which he is associated in any way must borrow from or lend money to any Royal Mail Group employee. Nor should a Subpostmaster or any such company provide security for the benefit of any Royal Mail Group employee in raising a loan.
  
- 2.6 The loaning of money by a Subpostmaster or by any company with which he is associated in any way to persons drawing pensions or allowances on the security or strength of their Post Office Card Accounts or of expected future payments from the Department of Work and Pensions is also strictly forbidden.

## POST OFFICE LTD

SECTION 15 OF THE SUBPOSTMASTERS CONTRACT  
SECTION 11 OF THE COMMUNITY SUBPOSTMASTERS CONTRACT  
SECTION 10(M) OF THE MODIFIED SUBPOSTMASTERS CONTRACT

### ASSISTANTS

#### **INTRODUCTION**

Post Office Ltd must comply with certain obligations in relation to the Post Office® business, including those of: Postcomm, Ofcom and Financial Services Authority regulations, and money laundering and immigration legislation. Some of these obligations require Post Office Ltd to ensure that its Subpostmasters (and any persons employed or engaged by Subpostmasters on Post Office® business) are made aware of, and know how to comply with, the terms of such regulations and legislation. These requirements have been set out in this Contract (in particular, but not limited to, this Section and the Section dealing with Divulgence of Official Information). The obligations placed upon Subpostmasters are the minimum necessary to ensure that both Post Office Ltd and Subpostmasters are compliant with the regulations and legislation mentioned above, and are, in the main, what most Subpostmasters, as responsible employers, should be doing anyway. The objectives of these obligations are:

- to ensure that Post Office Ltd complies with the relevant regulations and legislation, and
- to ensure as far as possible that Subpostmasters do so too, and that no Subpostmaster suffers from the consequences of failure to so comply. (This is very important, as those consequences can include criminal prosecution.)

Subpostmasters have a duty to ensure that they are aware and that they make their staff aware, of the obligations set out in this Contract.

#### **GENERAL**

1. A Subpostmaster must provide, at his own expense, any suitable assistants with the relevant skills which he may need to carry out the Post Office® work in his sub Post Office® branch ("Assistants").
2. Assistants are employees of the Subpostmaster, and the Subpostmaster will consequently be held wholly responsible for any failure, on the part of his Assistants, to:
  - 2.1 apply Post Office® rules or instructions as required by Post Office Ltd;
  - 2.2 complete any training necessary in order to properly provide Post Office® Services; and
  - 2.3 comply with the obligations set out below.

The Subpostmaster will also be required to make good any deficiency of cash or stock which may result from his Assistants' actions or inactions.

3. This Section contains the obligations which the Subpostmaster has to fulfil in relation to the recruitment and employment of each of his Assistants (which includes any members of his own family). Where the Subpostmaster fails to comply with any of these terms, he may be deemed to be in breach of his Contract which will then be liable to termination. The obligations in this Section are additional to the Subpostmaster's responsibility, as the employer of his Assistants, to comply with the provisions of any legislation and regulations that impose obligations on employers, providers of postal services and financial services, or sellers of insurance or communications products.

#### 4. RECRUITMENT

- 4.1 The Subpostmaster must establish and maintain a recruitment file for each Assistant. In order to meet its legal obligations regarding monitoring of compliance, Post Office Ltd will be entitled to inspect such recruitment files from time to time upon giving the Subpostmaster reasonable written notice that they should be made available for such inspection. The recruitment file should include, in the format of the Recruitment Checklist at Appendix 3 to this Section, a comprehensive record of all checks carried out in relation to the recruitment, selection and employment of any person applying to him for employment as an Assistant ( defined in this Contract as the "Applicant").

- 4.2 The Subpostmaster is responsible for carrying out all necessary checks in order to satisfy himself as to the honesty, integrity and suitability of any Applicant. He must also take certain steps, as set out below, in order to satisfy himself as to:

- the right to work in the UK;
- the identity and permanent National Insurance number; and
- the address,

of any Applicant.

#### 4.3 Proof of Right to Work in the UK

The following procedures are necessary to meet the requirements of immigration legislation:

##### Step 1

The Subpostmaster will need to ask all Applicants to provide documentation that satisfies the criteria listed at Appendix 2 to this Section.

##### Step 2

The Subpostmaster must satisfy himself that the Applicant is the rightful holder of any of the documents he presents.

The Subpostmaster must carry out the following reasonable steps when checking any documents presented by an Applicant:

- a) check any photographs, where provided, to ensure that they are consistent with the appearance of the Applicant;
- b) check that the dates of birth listed are consistent with each other and with the appearance of the Applicant;
- c) check that the expiry dates are valid and the documents are still live;
- d) check any United Kingdom Government stamps or endorsements to see if the Applicant is able to do the type of work he is offering;
- e) if the Applicant gives you, from List 2 of Appendix 2, two documents that have different names for the Applicant, you should ask him for a further document to explain the reason for this. (The further document could be a marriage certificate, divorce document, deed poll, adoption certificate or statutory declaration.)

### Step 3

The Subpostmaster should make a photocopy of the following parts of all the documents shown to him for retention in the recruitment file:

- a) the front cover and all of the pages which give the Applicant's personal details. In particular, the Subpostmaster should copy: (i) the page with the photograph, and (ii) the page which shows the Applicant's signature; and
- b) any page containing a United Kingdom Government stamp or endorsement that permits the Applicant to do the type of work the Subpostmaster is offering.

If it is not possible to make the necessary photocopies at the time, the documents should be retained, copied at the earliest possible opportunity and returned to the Applicant.

### Step 4

List in the Applicant's recruitment file all documents seen and copied on steps 1-3 above (e.g. 'UK Passport – Number 12345678'; or 'Full birth certificate and a P60 dated 14 April 2005').

## 4.4 **Proof of Permanent National Insurance Number**

- 4.4.1 Unless already provided and photocopied, as part of an Applicant's documentation proving his Right to Work in the UK, the Subpostmaster will need to see a document giving the Applicant's **permanent** National Insurance Number and name. This could be a: P45, P60, National Insurance card, or a letter from a Government agency.
- 4.4.2 The Subpostmaster must then list in the Applicant's recruitment file the document seen (there is no need to photocopy the document if it is provided solely for proving the NI number).
- 4.4.3 For the small number of Applicants who are unable to supply a permanent National Insurance number, they should be asked to explain why, the reason should be noted and the Subpostmaster should consider carefully whether to proceed with the application. Applicants with a genuine reason for being unable to supply a permanent National Insurance number (such as Applicants

from outside the UK) should be advised that they would need to obtain one from the relevant authorities prior to being appointed.

#### 4.5 **Proof of Address**

The Subpostmaster must see at least one of the following items showing the Applicant's name and current address:

- Driving Licence
- Recent Paid Gas or Electricity Bill
- Recent Paid Telephone Bill (not mobile)
- Recent Paid Council Tax Bill
- Recent Paid Water Bill
- Recent TV Licence
- Recent Bank Statement, must be supported by a credit/debit card

(In relation to the above "Recent" means no more than 3 months old.)

The Subpostmaster must then list in the Applicant's recruitment file the details of the document seen (there is no need to photocopy the 'proof of address' document).

- 4.6 The Subpostmaster must ensure that all recruitment files for successful Applicants have been correctly annotated and the associated photocopies have been included to provide proof of an Applicant's right to work in the UK. There should be no missing photocopies, incorrect combinations of documents or incomplete tick lists.
- 4.7 The Subpostmaster must not confirm an Applicant's appointment until the criteria have been met and the registration process outlined below has been completed.
- 4.8 It is the Subpostmaster's responsibility to ascertain that all documentation supplied by the Applicant satisfies the criteria.

#### 4.9 **References**

At the recruitment stage, the Subpostmaster will need to obtain at least 2 references (which must be independent of the Applicant and of each other) in respect of the Applicant.

#### 4.10 **Work History**

The Subpostmaster must obtain a work history from each Applicant for the immediately preceding 5 years (unless the period in which each Applicant has worked can be proved to be less than 5 years, in which case the work history of the full period must be obtained). It is the Subpostmaster's responsibility to assure himself of the validity and accuracy of the details provided by the Applicant. (Measures to achieve this could include questioning at interview, and the seeking of references from previous employers).

#### 4.11 **Honesty, Integrity and Suitability**

- 4.11.1 The Subpostmaster must seek information from each Applicant about any unspent convictions, including conditional discharges, for any offence in a Court of Law (including a Youth Court or Court Martial) or any caution,

reprimand or warning. The Subpostmaster must also seek information from each Applicant about any pending criminal proceedings in which the Applicant might be involved. The Subpostmaster must also seek information from each Applicant about mis-selling of any product or service or lack of integrity in any form of employment involving selling.

4.11.2 In order to help prevent the employment of unsuitable or dishonest persons on Post Office® work, the Subpostmaster must, **before the Applicant begins employment with the Subpostmaster**, complete the registration process detailed at 4.11.3 below (defined in this Contract as the “Registration Process”). Under no circumstances must the Subpostmaster employ an Assistant before the Registration Process is completed and the Subpostmaster has received clearance from Post Office Ltd to employ that Assistant. All Assistants must be registered, including members of the Subpostmaster’s family who may only occasionally work in the Post Office® branch. Holiday reliefs also need to be registered.

#### 4.11.3 The Registration Process

- (i) To register an Applicant as an Assistant the Subpostmaster must complete forms P250 and P13. The text of form P250 is at Appendix 1 to this Section. The text of form P13 is at Appendix 1 to the Section dealing with Divulgence of Official Information. In addition the Applicant must complete and sign a Security Checks Consent Form. The Subpostmaster may obtain these forms from Post Office Ltd.
- (ii) **Form P250.** The Subpostmaster must complete and sign Section 1; the Applicant must complete and sign Section 2. The Subpostmaster must then submit the completed form to the address indicated on it. The Subpostmaster must ensure that any details referred to in paragraphs 4.11.1 above and 4.11.5 below about the Applicant (defined in this Contract as “Relevant Information”) which have come to his attention are honestly recorded on the form. This will enable Post Office Ltd to conduct its own checks into the background of the Applicant.
- (iii) **Security Checks Consent Form.** The Applicant must complete this form in his own handwriting and sign and date it. The Subpostmaster must check that form is complete and legible and that the personal details shown on it match those entered on the P250. The completed form should be sent with the completed P250 to the address shown on the P250.
- (iv) **Form P13.** If the Subpostmaster is satisfied that the identity, character, history and suitability of any Applicant will not cause him to breach any of the obligations in this Contract he must require that the Applicant makes a personal declaration on form P13 prior to commencing work in the Post Office® branch. Two copies of this form must be completed, one of which must be kept by the Applicant, and the other should be sent, with the completed P250 and the completed Security Checks Consent Form, to the return address on the P250. Both the Subpostmaster and the Applicant must sign the P13.

(v) Pre-employment checks will be carried out upon receipt by Post Office Ltd of the relevant forms, which should be fully and legibly completed. (These checks can take up to seven working days.)

(vi) The Subpostmaster will then be informed whether or not he may employ the Applicant as an Assistant.

4.11.4 Where Post Office Ltd has good reason to believe that it would not be in its best interests for a particular Applicant to be engaged upon Post Office® business or to have access to any part of the Post Office® branch it will be entitled to require the Subpostmaster to refrain from employing that Applicant on Post Office® business if not already employed, or to ensure that the Applicant is not further employed on Post Office® business if already employed. If after such a requirement has been reasonably made by Post Office Ltd the Subpostmaster continues to employ such Applicant he may be deemed to be in breach of his Contract as referred to in paragraph 3 above.

4.11.5 If details of any offences committed by the Applicant relating to:

- (i) the delivery or handling of mail, post or packets; or
- (ii) theft or the obtaining of property by deception or fraud; or
- (iii) mis-selling of any product or service; or
- (iv) lack of integrity in any form of employment involving selling; or
- (v) dishonest conduct of any kind,

come to Post Office Ltd's attention by any means and Post Office Ltd notifies this fact to the Subpostmaster the Applicant will not until further notice be eligible to work on Post Office® business or any business concerning Royal Mail Group plc and the provisions of paragraph 4.11.4 above will apply.

4.12 As a general guide no person under 16 years of age should be employed on Post Office® work, or have access to Postal Packets. However where there is no reasonable alternative to the part-time employment of an Assistant under 16 years of age, such employment must be subject to the following conditions:

- no person under the age of 14 years may be employed in any capacity;
- the Assistant, even if a family member, should be fully registered with Post Office Ltd in accordance with the provisions of this Section 15; and
- the Subpostmaster must comply with all relevant legislation affecting the employment of young persons and children.

## 5. UNSUITABLE PERSONS

5.1 During the entire period that an Assistant is employed by the Subpostmaster, the Subpostmaster will report immediately to Post Office Ltd any Relevant Information as soon as he becomes aware of same.

- 5.2 If:
- 5.2.1 the Subpostmaster does not submit a form P250 prior to the employment by him of the Applicant; or
  - 5.2.2 the Subpostmaster does not declare on the form P250 any Relevant Information concerning the Applicant of which he was aware; or
  - 5.2.3 the Applicant fails any checks carried out internally by Post Office Ltd; or
  - 5.2.4 the Subpostmaster does not report to Post Office Ltd as soon as possible any Relevant Information of which he becomes aware (after submission of a form P250),

the provisions of paragraph 4.11.4 above will apply.

## 6. ONGOING REGISTRATION CHECKS

- 6.1 To meet the needs of regulation and legislation Post Office Ltd must be able to maintain accurate details of **all** those who work in Post Office® branches. In addition to completing forms P250 and P13 when employing new Assistants, the Subpostmaster is, therefore, required each year to take part in an annual check of persons employed in Post Office® branches. The current mechanism for this check is the form P356, which the Subpostmaster is required to fill out and return. This provides Post Office Ltd with up-to-date details of the people working in a Post Office® branch and acts as a monitoring check that every Assistant has been cleared through the pre-employment checking system. It is absolutely essential that the Subpostmaster cooperates fully with this process or any replacement process that Post Office Ltd may subsequently and reasonably require.
- 6.2 The details listed on form P356 for each Assistant, which the Subpostmaster will need to check for accuracy and amend as necessary are as follows:
- Post Office® branch name and address, FAD (or Branch) code
  - Assistant's name, date of birth and National Insurance number
  - Role type, (e.g. Assistant or holiday relief)
  - Date employment commenced and, if applicable, date employment ceased and reason for leaving
  - Relationship to Subpostmaster (if applicable)
  - Horizon Log On ID
- 6.3 Details must be entered on form P356 for every Assistant employed by the Subpostmaster, even if he only works occasionally e.g. as a holiday relief.

## 7. TRAINING

- 7.1 Post Office Ltd will:
- 7.1.1 provide the Subpostmaster with relevant training materials and processes to carry out the required training of his Assistants on the Post Office® Products and Services;

- 7.1.2. inform the Subpostmaster as soon as possible where new or revised training will be necessary as a result of changes in either the law or Post Office® Products and Services; and
- 7.1.3. where appropriate (for instance where clause 7.1.2 of this Section applies) update the training materials (or processes) or provide new training materials (or processes) to the Subpostmaster.

However, it is the Subpostmaster's responsibility to ensure the proper deployment within his Post Office® branch of any materials and processes provided by Post Office Ltd and to ensure that his Assistants receive all the training which is necessary in order to be able to properly provide the Post Office® Products and Services and to perform any other tasks required in connection with the operation of the Post Office® branch.

7.2 Where Post Office Ltd has obligations to third parties in relation to certain Post Office® Products and Services (including, but not limited to, financial transactions (such as bureau de change, and sales of insurance) and communications products, and provision of mail services), the Subpostmaster undertakes to use his best endeavours to ensure that his Assistants will not cause Post Office Ltd to be in breach of such obligations.

7.3 Post Office Ltd may request from time to time that where it has obligations as described above the Subpostmaster should conduct specific training (whether through written/distance learning that may require confirmation of completion or via presentations) in relation to certain Post Office® Services (such as, but not limited to, money laundering). Failure by the Subpostmaster to arrange for such training to be properly applied will be deemed to be a breach of this Contract by him.

#### 7.4 Training Policy

7.4.1 The Subpostmaster must formulate a training policy for all his Assistants, in order to fulfil his obligations in relation to the safekeeping of any Postal Packets.

7.4.2 This training policy should include the following elements:

- the levels of training required to fulfil the obligations referred to above at 7.4.1;
- the levels of training required according to the differing responsibilities of, and work undertaken by, the Assistants, in relation to Postal Packets;
- details of the minimum level of training required;
- an explanation of how the training is provided;
- the frequency with which training is provided; and
- details of how training is given, recorded and monitored.

7.4.3 The policy must also ensure compliance with all other regulatory and legislative requirements.

7.4.4 The Subpostmaster must regularly monitor the implementation of and compliance with the training policy in his Post Office® branch.

## 8. SECURITY

- 8.1 The Subpostmaster must inform each of his Assistants of the seriousness of any offence of damage or interference to any Postal Packet.
- 8.2 The Subpostmaster must ensure that his Assistants comply with the requirements of the Operations Manual, Volume 5 and the Security Booklet in general - sub sections 3, 4, and 8 in particular, as they apply to:
- the security of the premises;
  - the collection, despatch, conveyance or delivery of mail; and
  - the measures to be taken to prevent or detect loss or theft of or damage to a Postal Packet.
- 8.3 The Subpostmaster must maintain records which can enable him as far as is reasonably practicable, to identify which of his Assistants was responsible for the conveyance, receipt, collection, sortation, delivery or handling of any Postal Packet which may have been interfered with.
- 8.4 The Subpostmaster must carry out regular assessments of the risk to Postal Packets at the Post Office® branch.

## 9. DISCIPLINE

- 9.1 The Subpostmaster is responsible for:
- 9.1.1 ensuring that each of his Assistants is made aware: (a) that he is responsible for the safekeeping of Postal Packet whilst such Postal Packets are in his custody; (b) that he must take all reasonable measures to protect them from delay, loss, theft, damage and/or interference of any kind, and (c) that failure by him to follow any security instruction or procedure issued and amended (where necessary to minimise the risks referred to above) from time to time by Post Office Ltd will be deemed to be a breach of condition of this Contract by the Subpostmaster, and Post Office Ltd reserves the right to take appropriate action in the circumstances; and
- 9.1.2 placing the obligations set out in 9.1.1 above directly upon every Assistant whom he employs on Post Office® business.
- 9.2 The Subpostmaster must establish maintain and adhere consistently to a formal disciplinary policy in respect of any of his Assistants who fails to comply with his obligations as set out in this Contract. Where the Subpostmaster already has an established disciplinary policy for his employees it is simply necessary to ensure that the policy meets the criteria set out in 9.3 and 9.4 below.
- 9.3 The policy referred to in 9.2 above must include at least the following elements:
- 9.3.1 an explanation of what constitutes a “failure to meet the standards of conduct”, and the action to be taken in relation to such failure;
- 9.3.2 a description of how the Subpostmaster has conveyed to his Assistants:

- the fact that a failure to meet the standards of conduct might also constitute a criminal offence; and
  - the action which will be taken in relation to any such failure;
- 9.3.3 a provision for the appropriate records to be maintained detailing any action taken against an Assistant for failure to meet a required standard of conduct; and
- 9.3.4 an explanation of:
- how the Subpostmaster identifies consistent failures to meet the relevant standards of conduct; and
  - what remedial action the Subpostmaster will take in the event of consistent failures being made.
- 9.4 The Subpostmaster must regularly review:
- the standards of conduct imposed; and
  - the disciplinary policy in place.
- 9.5 The Subpostmaster will keep a formal record of his disciplinary policy and any exercise by him of it, and Post Office Ltd will be entitled to request sight of such record from time to time, where it is reasonable to do so in order to ensure that the Subpostmaster is complying with his obligations in this respect.
- 9.6 Where Post Office Ltd believes, in good faith, that a Subpostmaster has not implemented the disciplinary policy properly (or at all) against an Assistant, where circumstances justify such implementation, the provisions of paragraph 3 above will apply.

## **10. INFORMATION/REPORTING**

- 10.1 The Subpostmaster must as soon as possible upon becoming aware of its occurrence, report to Post Office Ltd every incidence of loss or theft of, damage to, or interference with, a Postal Packet (defined in this Contract as an "Incident").
- 10.2 The Subpostmaster must also record in respect of each Incident at least the following details:
- the date, time and place;
  - the number of (or, where not known, a reasonable estimate of) Postal Packets involved;
  - as far as reasonably practicable, the Assistants who may have participated in the conveyance, receipt, collection, sortation or delivery of the Postal Packets involved; and
  - any other particulars in relation to it (including the factual circumstances).

(Appendices 1, 2, & 3 follow)

**SECTION 15 [11 COMMUNITY, 10(M) MODIFIED]**

**APPENDIX 1**

**FORM P250**

**ASSISTANTS AT POST OFFICE® BRANCHES**

Section 1 of this form should be completed and signed by the Subpostmaster or Franchisee or 'officer in charge' whenever considering appointing an Assistant.

Section 2 of this form should be completed and signed by the prospective Assistant.  
(Please note that if more than one change is made to Assistants at the branch, a separate form will need to be completed for each prospective Assistant.)

**SECTION 1 - EMPLOYEE (PLEASE COMPLETE IN BLOCK CAPITALS)**

POST OFFICE® BRANCH NAME: \_\_\_\_\_

FAD CODE: \_\_\_\_ / \_\_\_\_

SUBPOSTMASTER'S/FRANCHISEE'S/OPERATOR'S/OFFICER IN CHARGE'S NAME:

ADDRESS TO WHICH THE AUTHORISATION LETTER SHOULD BE SENT:

I have selected \_\_\_\_\_ (full name in block capitals) as a prospective Assistant at my branch. I have satisfied myself that his character is satisfactory and I am satisfied that he is suitable for the relevant duty. I have no reason to suspect that any previous Post Office® service by the prospective Assistant is not fully stated below.

**New Assistant** - If the prospective Assistant has previously worked at any Post Office® branches, please give details below

Branch	Position held	Start date	End date	Reason for leaving

I can confirm that I have obtained the following information: *(Please give details where appropriate and refer to your contract with Post Office Ltd for the criteria on suitable evidence required)*

- Details of the prospective Assistant's career history over the last 5 years
- Two references (- either one character and one employment reference, or two character references - *but the referees must be independent of the Applicant and of each other*).
- Suitable evidence of identity. *State Identity evidence seen* \_\_\_\_\_
- Suitable evidence of National Insurance No. and address. *State evidence seen* \_\_\_\_\_
- Evidence of right to work in the UK. *State evidence seen* \_\_\_\_\_

Proposed start date of Assistant \_\_\_\_\_ Horizon User ID \_\_\_\_\_ (e.g. EPR001) (Do NOT Enter Any Passwords)

Subpostmaster/Franchisee/Operator/officer in charge signature: \_\_\_\_\_

and name (in block capitals): \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 2 - ASSISTANT DETAILS**

Title and name in full (Mr/Mrs/Miss/Ms) \_\_\_\_\_  
 Name at birth, if different from above \_\_\_\_\_  
 Date of birth \_\_\_\_\_  
 Town of birth \_\_\_\_\_  
 Country of birth \_\_\_\_\_  
 National Insurance number \_\_\_\_\_  
 Position (e.g.. Assistant/Holiday Relief) \_\_\_\_\_

Home address \_\_\_\_\_ Previous address (If less than  
 2 years at present address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Have you ever been found guilty of any offence (including conditional discharges) in a court of law (including a Youth Court or Court Martial) or have you received any caution, reprimand or warning, or have you been involved in any mis-selling or lack of integrity in any form of selling environment? Please tick "Yes" or "No". Yes  No

If the answer is "Yes" give full particulars.

[NOTE: In answering the question please note that it does NOT relate to any conviction or finding which is treated as spent by virtue of the Rehabilitation of Offenders Act 1974. If therefore, the only conviction or finding against you is treated as spent, your answer to the question should be "No".]

I declare that I have answered all the questions truthfully and fully, and that I am not aware of any circumstances, which if known to Post Office Ltd, might cause question to my honesty and suitability.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: DATA PROTECTION ACT**  
 Personal Data supplied on this form may be processed, and/or verified by reference to information already held by Post Office Limited.

Finally, if an existing Assistant is leaving (or has left) employment at the Post Office® branch the Subpostmaster or Franchisee or Operator or Officer in Charge, should give details below and ensure that the official secrets cessation form P301 is completed and returned.

Name of previous assistant	Last date of employment	Reason for leaving

Once all the foregoing is complete, please return a) this form, b) the completed P13, c) the completed Security Checks Consent form, and d) the completed form P301 (if appropriate) to the following address:

**Business Expenses Team (P250's), People and Organisation Services, Capstan House, 35 Broadway, Salford, M50 2PB**

**SECTION 15 [11 COMMUNITY, 10(M) MODIFIED]****APPENDIX 2****Proof Of Right To Work In The UK – Acceptable Documents**

The Applicant must produce either any **one** of the documents shown below in List 1 or two documents from either of the combinations shown in List 2.

**LIST 1**

- A passport showing that the holder is a British citizen, or has a right of abode in the United Kingdom.
- A document showing that the holder is a national of a European Economic Area country (i.e. Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, The Netherlands, United Kingdom) or Switzerland. This must be a national passport or national identity card. (See note \* below).
- A residence permit issued by the Home Office to a national from a European Economic Area country or Switzerland. (See note \* below).
- A passport or other document issued by the Home Office which has an United Kingdom Government or Home Office stamp or endorsement stating that the holder has a current right of residence in the United Kingdom as the family member of a national from a European Economic Area country or Switzerland who is resident in the United Kingdom. (See note \* below).
- A passport or other travel document with a United Kingdom Government or Home Office stamp or endorsement to show that the holder can stay indefinitely in the United Kingdom, or has no time limit on their stay. (See note \* below).
- A passport or other travel document with a United Kingdom Government or Home Office stamp or endorsement to show that the holder can stay in the United Kingdom; and that this stamp or endorsement allows the holder to do the type of work you are offering if they do not have a work permit. (See note \* below).
- An Application Registration Card issued by the Home Office to an asylum seeker stating that the holder is permitted to take employment.

(\*Nationals from certain states within the European Economic Area (contact the Home Office, on , for details) must register with the Home Office within one month of starting employment; you must advise them to register, and you will need to provide them with evidence of employment (e.g. a contract or letter) in order to do so. Once the Home Office registers your employee you should keep the registration certificate they send to you. It is a criminal offence not to register an appropriate employee).

**LIST 2****FIRST COMBINATION**

- A. A document giving the person's permanent National Insurance Number and name. This could be a: P45, P60, National Insurance card, or a letter from a Government agency.

**Along with one of the following documents listed in sections B–H below:**

- B.** A full birth certificate issued in the United Kingdom, which includes the names of the holder's parents; **OR**
- C.** a birth certificate issued in the Channel Islands, the Isle of Man or Ireland; **OR**
- D.** a certificate of registration or naturalization stating that the holder is a British citizen; **OR**
- E.** a letter issued by the Home Office to the holder which indicates that the person named in it can stay indefinitely in the United Kingdom, or has no time limit on their stay; **OR**
- F.** an Immigration Status Document issued by the Home Office to the holder with an with a United Kingdom Government or Home Office stamp or endorsement indicating that the person named in it can stay indefinitely in the United Kingdom, or has no time limit on their stay; **OR**
- G.** a letter issued by the Home Office to the holder which indicates that the person named in it can stay in the United Kingdom, **OR**
- H.** an Immigration Status Document issued by the Home Office to the holder with an with a United Kingdom Government or Home Office stamp or endorsement indicating that the person named in it can stay in the United Kingdom.

**SECOND COMBINATION**

- (i).** A work permit or other approval to take employment that has been issued by Work Permits UK

**Along with one of the following documents listed at (ii) or (iii) below:**

- (ii).** a passport or other travel document with a United Kingdom Government or Home Office stamp or endorsement to show that the holder is able to stay in the United Kingdom and can take the work permit employment in question; **OR**
- (iii)** a letter issued by the Home Office to the holder confirming that the person named in it is able to stay in the United Kingdom and can take the work permit employment in question

**SECTION 15 [11 COMMUNITY, 10(M) MODIFIED]**

**APPENDIX 3**

**Recruitment Checklist**

Applicant's Full Name

Applicant's National Insurance Number

	YES	NO
(a) At least 2 references obtained?		
(b) Evidence of identity seen? Documents and details:		
(c) Evidence of permanent NI Number seen and any necessary photocopies taken and retained in the Applicant's recruitment file? Document and details:		
(d) Evidence of address seen? Document and details:		
(e) Evidence of right to work in UK seen and all necessary photocopies taken and retained (including Home Office registration application if applicable) in the Applicant's recruitment file?		
(f) Has the 5 year work history been seen and verified if necessary?		
(g) Has the Applicant ever been found guilty (including conditional discharges) of any offence in a court of law (including a Youth Court or Court Martial)?		
(h) If the answer to (g) is "Yes", has the Relevant Information been shown in the P250		
(i) Has the Applicant received any caution, reprimand or warning, or has he/she been involved in any mis-selling or lack of integrity in any form of selling environment?		
(j) If the answer to (i) is "Yes", has the Relevant Information been shown in the P250		
(k) Has the P250 been completed in full and sent to the relevant address?		
(l) Has the P13 been completed in full and sent with the P250?		
(m) Has the authorisation for employment of the Applicant been received?		

(n) Date employment as Assistant commenced.

## **POST OFFICE LTD**

SECTION 16 OF THE SUBPOSTMASTERS CONTRACT  
SECTION 12 OF THE COMMUNITY SUBPOSTMASTERS CONTRACT  
SECTION 12 (M) OF THE MODIFIED SUBPOSTMASTERS CONTRACT

### **DIVULGENCE OF OFFICIAL INFORMATION, CORRESPONDENCE & INTERVIEWS**

#### **DIVULGENCE OF OFFICIAL INFORMATION**

1. The unauthorised disclosure, or use, of any information or document which has come to the knowledge of a Subpostmaster or sub Post Office® Assistant through the work of his sub Post Office® branch is forbidden. Any such disclosure may render the offender liable to prosecution.
2. Neither the Subpostmaster nor his Assistants may disclose any information regarding Postal Packets except to the person(s) to whom such Postal Packets are addressed; nor may they make known information that may come to them directly or indirectly by means of the Post Office® business concerning the character, standing, or responsibility of individuals or firms, or the private affairs of any person.

#### **PERSONAL DECLARATIONS**

- 3.1 All new Subpostmasters and newly recruited Assistants are required to sign a Personal Declaration (form P13 attached as Appendix 1 to this Section) which reminds them of the duty of each of Post Office Ltd and the Royal Mail Group to ensure that all communications and items entrusted to it reach the people for whom they are intended promptly and safely. The Personal Declaration also brings to the notice of Subpostmasters and Assistants their obligations under the Postal Services Act 2000. (An extract from this Act is reproduced at Appendix 2 of this Section).
- 3.2 Every Subpostmaster and each of his Assistants is on termination of his appointment required to sign a Declaration (P301) to remind him that the provisions of the Official Secrets Act 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 position as Subpostmaster or Assistant. (A copy of form P301 is at Appendix 3 of this Section).
- 3.3 The Subpostmaster must give each of his Assistants a copy of form P13 and, upon termination of his appointment form P301, as a reminder of the importance of the messages they contain. The duty not to disclose information is imposed by the Act referred to in 3.2 above - not by any Personal Declarations. Consequently no Subpostmaster or Assistant can avoid these legal obligations by refusing to sign a form or by attempting to revoke or disclaim his signature on the form(s).
4. Any request made to the Subpostmaster or his Assistant 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, Franchisee, Operator or an employee of Post Office Ltd or Royal Mail Group plc, or which is related to the Post Office® business or any of its (potential) customers, should be referred immediately to Post Office Ltd.

## CONTACT WITH THE PUBLIC NEWS MEDIA

5. Each of Royal Mail Group plc and Post Office Ltd has a duty to safeguard its own interests and those of persons involved in Post Office® business in relation to material that is published in the news media. The Public Relations Department of each of Royal Mail Group plc and Post Office Ltd is primarily responsible for:

- (i) deciding whether Royal Mail Group plc and Post Office Ltd should enter into public correspondence, and
- (ii) ensuring fair and accurate presentation of facts about Royal Mail Group plc and Post Office Ltd and its services,

and no other person is entitled to comment publicly on such matters. In particular, untrue, ill-informed or reckless comment will be challenged by Post Office Ltd (or Royal Mail Group plc, as the case may be). While recognising the right of any individual to comment publicly on matters of general interest, each of Royal Mail Group plc and Post Office Ltd expects Subpostmasters and their Assistants who wish to comment publicly upon matters affecting any member of the Royal Mail Group to exercise this right in a responsible manner. Subpostmasters must ensure, when communicating with the press or offering comment which may be published, or 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. Post Office Ltd should be asked for advice 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 above);
  - (b) views and opinions expressed publicly must not bring Post Office Ltd or any other Subpostmaster, Franchisee, Operator or Royal Mail Group plc or its employees into disrepute; and
  - (c) a Subpostmaster offering unauthorised public comment must make it clear that he is commenting in his private capacity and not on behalf of Post Office Ltd or Royal Mail Group plc.
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 permission of Post Office Ltd, 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 Post Office Ltd, 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 Post Office® branch.

#### **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 Post Office Ltd 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 Post Office® branch.

(APPENDICES 1-3 FOLLOW)

SECTION 16 [12 COMMUNITY, 12(M) MODIFIED]

APPENDIX 1

FORM P13

PERSONAL DECLARATION TO ROYAL MAIL GROUP (I.E. ROYAL MAIL GROUP PLC AND ITS ASSOCIATED COMPANIES, INCLUDING POST OFFICE LTD)

**ROYAL MAIL GROUP'S OBLIGATIONS**

Royal Mail Group must ensure that letters, parcels and all other communications or items entrusted to it are delivered as addressed promptly and safely, and that the information in them reaches no one not entitled to it.

To help Royal Mail Group provide this essential service to the community, there are important legal requirements which you must comply with. It is important for you to be aware of 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.

**SAFETY OF POSTAL PACKET**

It is a criminal offence to STEAL, DESTROY or DAMAGE a letter, parcel, mailbag or any other postal packet in course of transmission by post. It is also an offence to OPEN or DELAY (without proper authority and reasonable excuse) a letter, parcel, mailbag, or any other postal packet in course of transmission by post.

Persons suspected of criminal offences will be subject to investigation which may lead to prosecution in the Criminal Courts. Heavy penalties, including terms of imprisonment, are provided for such offences.

Other misconduct which endangers the safety of a mailbag or postal packet may lead to termination of employment or engagement or contract with Royal Mail Group.

**CONFIDENTIAL INFORMATION**

You shall neither whilst employed or contractually bound by Royal Mail Group or engaged in Royal Mail Group's Business, nor after that employment or engagement ceases, disclose to any other person, firm or company, or publish or broadcast or use for your own benefit or for the benefit of a third party, any confidential information relating in any way to the activities, operations or business methods of Royal Mail Group or its business partners, except as previously authorised in writing by of Royal Mail Group. Any unauthorised disclosure may amount to a criminal offence.

**APPENDIX 1 - FORM P13 (continued)**

**OFFICIAL SECRETS ACT**

A person may be entrusted with information which is covered by the Official Secrets Act 1989 whilst engaged on business for the Royal Mail Group.

Under the Official Secrets Act 1989, it is a criminal offence for a Government contractor (which means any person or body who is employed in the provision of goods or services for the Crown) including any employee of a Government contractor, to: -

- disclose unlawfully any information obtained as a result of such work without authorisation, and
- fail to safeguard or improperly retain or provide access to documents or articles containing information which it would be an offence under the Act to disclose.

The above conditions apply even when work with Royal Mail Group ends.

**DATA PROTECTION ACT**

Any person who handles information about identifiable living people whether processed electronically or manually may also commit an offence under the Data Protection Act 1998 if he/she improperly obtains, holds, uses or discloses any such information.

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

---

**I HAVE READ AND FULLY UNDERSTAND BOTH PAGES OF THIS DOCUMENT AND HAVE RECEIVED A COPY TO RETAIN:**

Full Name .....  
(Block Letters)

Signature.....Date.....

In the presence of:

Signature.....

Job Title/Position. ....

NOTE - The person signing this form should sign with his ordinary signature in the presence of a witness. [[The Subpostmaster/Franchisee/Operator/Officer in charge should witness the signature of persons employed at a sub or franchise Post Office® branch]]

Retention Period: [ ]

SECTION 16 [12 COMMUNITY, 12(M) MODIFIED]  
APPENDIX 2

SUMMARY OF EXTRACTS FROM ACTS OF PARLIAMENT

1. **Theft Act 1968/Criminal Damage Act 1971**

The offences of theft or destruction of a postal packet are covered by the Theft Act 1968 or Criminal Damage Act 1971. Persons convicted on indictment for such offences are liable under the relevant sections of those Acts to imprisonment.

2. **POSTAL SERVICES ACT 2000**

**Section 83 - Interference with the mail**

Any person engaged in the business of a postal operator commits an offence if contrary to his duty and without reasonable excuse he intentionally delays or opens a postal packet in the course of its transmission by post, or intentionally opens a mailbag. Persons convicted on indictment shall be liable to imprisonment for a term not exceeding two years or to a fine, or both.

**Section 125(1)**

Postal packet means a letter, parcel, packet or other article transmissible by post.

**Schedule 7 Unauthorised Disclosure of Information**

Any person who makes an unauthorised disclosure of information obtained whilst dealing with work of a universal service provider, which relates to the affairs of an individual or a particular business commits a criminal offence.

SECTION 16 [12 COMMUNITY, 12(M) MODIFIED]  
APPENDIX 3 FORM P301

NON-DISCLOSURE STATEMENT - OFFICIAL SECRETS ACT AND CONFIDENTIAL INFORMATION (To be signed by all persons ceasing to be employed or contractually bound by or engaged in the Royal Mail Groups Business (ie Royal Mail Group plc and its associated companies including Post Office Ltd); and by other persons on ceasing to have access to secret information)

My attention has been drawn to:-

1. the provisions of the Official Secrets Act 1989 (the "Act") and that under the Act it is a criminal offence for a Government contractor (which means any person or body who is employed in the provision of goods or services for the Crown) including any employee or agent of a Government contractor, to:
  - disclose unlawfully any information obtained as a result of such work without authorisation, and
  - fail to safeguard or improperly retain or provide access to documents or articles containing information which it would be an offence under the Act to disclose.

I am fully aware that serious consequences may follow any breach of these provisions.

2. the fact that I must not disclose to any other person, firm or company, or publish or broadcast or use for my own benefit any confidential and/or commercial information relating in any way to the activities, operations or business methods of the Royal Mail Group, or information obtained whilst engaged in Royal Mail Group's business except as previously authorised in writing by the Royal Mail Group. Any unauthorised disclosure may amount to a criminal offence.

I understand that the provisions of the Official Secrets Act 1989 and requirements regarding confidential information may apply to me after my appointment has ceased;  
I hereby declare that I have surrendered any equipment and any document including any electronic document and back-up disc made or acquired by me owing to my official position, save such as I have Royal Mail Group's written authority to retain.

Signature:.....Job Title:.....

Full Name (Block Letters):.....

Permanent Home Address (incl. Postcode):.....

Date:.....

Business Address:.....

Date of Birth:.....Date of Leaving:.....

Signed in The Presence of:.....Job Title/Position:.....

Surname (Block Letters):.....

Forename(s) (Block Letters):.....

Reg'd No. of Appt. Papers:.....Keep Until .....

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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 and 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

## **SUBPOSTMASTER'S CONTRACT VARIATION OCT 2004**

**Post Office Ltd**

**Section 2 of the Subpostmaster's Contract**

### **REMUNERATION**

#### **GENERAL**

1. A Subpostmaster is paid according to the amount of work which is transacted at his sub Post Office® branch. All remuneration is in respect of the provision of Post Office® services.

#### **FREQUENCY OF PAYMENT**

2. Remuneration is paid monthly, by bank credit transfer, during the period of the Subpostmaster's appointment, in accordance with the provisions of the remuneration booklets referred to below.

#### **COMMERCIAL BRANCHES AND SMALL BRANCHES**

3.1 The method of calculating a Subpostmaster's remuneration will depend on whether his sub Post Office® branch is designated by Post Office Ltd from time to time as either a Commercial Post Office® branch or a Small Post Office® branch in accordance with the provisions of the remuneration booklets issued by Post Office Ltd from time to time for each category of branch.

3.2 The remuneration system applicable to Subpostmasters of each category of branch are set out in these remuneration booklets. The remuneration booklets also contain the rates of remuneration applicable to each category of branch.

3.3 Post Office Ltd may revise the remuneration rates set out in the remuneration booklets (in whole or in part) from time to time following [consultation with the National Federation of Subpostmasters. Any such revisions will be communicated to Subpostmasters.

3.4 Post Office Ltd may also revise other parts of the remuneration booklets (including the definitions of Commercial and Small Post Office® branches and the remuneration system applicable to them) from time to time, following negotiation with the National Federation of Subpostmasters. Any such revisions will be communicated to Subpostmasters. Where appropriate, revised versions of the booklets will be distributed to Subpostmasters.

3.5 The remuneration booklets (and any revisions to them) form part of the Subpostmaster's Contract.

#### **SEASONAL SUB POST OFFICE ® BRANCHES**

4. Where a sub Post Office® branch is regularly open for part of the year only, remuneration will be paid for the period of opening only.

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

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

#### **PROHIBITIONS**

6. The delivery of stamps or postal orders or other items of business 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 clause.

#### **QUESTIONS ABOUT REMUNERATION**

7 If a Subpostmaster considers that the provisions of this Section have not been correctly applied in the case of his branch he should contact the People and Organisation Service Centre on

END

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 Manger 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 of 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).
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#### 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.

### **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 & 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 Person 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.**

\_\_\_\_\_ 19 \_\_\_\_\_

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

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.

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.

CARELESSNESS, NEGLIGENCE or other mis-conduct which endangers the safety of a mailbag or postal packet is likewise a punishable offence.

SECURITY

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.

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.

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.

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.

(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 \_\_\_\_\_

19

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.

## 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.

**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 latters 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 SUBPOSTMASTER CONTRACT

MAILWORK

**GENERAL**

1. This contract is between Post Office Counters Limited (POCL) and the Subpostmaster of \_\_\_\_\_ in respect of the
- 1.1 provision of sorting facilities, and supervision of Postmen for both delivery and collection of mails, known hereinafter as Mailwork.
- 1.2 The specifications given at APPENDICES 1-3 of this section explain more fully the requirements on the Subpostmaster and Royal Mail in the provision of Mailwork.

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 Royal Mail.

#### 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 but also on-going training.
  - 5.2 Royal Mail will make available the conduct code applicable to their employees working in the Mailwork office and will take appropriate action to ensure the conduct code is followed in order to support the Subpostmaster.
  - 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 4.

#### 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

(APPENDICES 1-4 FOLLOWS)

## APPENDIX 1

ACCOMMODATION SPECIFICATION

Current Health & Safety legislation requires that certain standards of accommodation are needed at Mailwork Sub Post Offices. The following schedule outlines these standards by reference to workplace regulation issued by Health and Safety Executive under section 16 of the Health and Safety at Work Act 1974.

The determination of whether these standards are achieved at particular offices will be made, if appropriate via Royal Mail (RM) carrying out risk assessments on accommodation used for Mailwork. RM will communicate the results of risk assessments via Post Office Counters Ltd (POCL) to the subpostmaster. Any action required as a consequence of the risk assessment will be agreed between RM, POCL and the subpostmaster and all parties will use reasonable endeavours to ensure that any such agreement is not unreasonably withheld.

In general terms any action required in respect of general maintenance or what can reasonably be expected under the following paragraph A will be funded by the sub postmaster. Any action that can reasonably be attributed to a past change in RM's requirements or past changes in legislation will be funded by RM.

## Paragraph A

'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 access to a toilet, facilities for washing, including a supply of hot water, facilities for making tea, adequate lighting, adequate heating and ventilation, hat and coat pegs.

The following specification represents guidelines. Their applicability in differing circumstances will depend on a range of factors such as number of staff, duty structures, composition of staff etc. The intent is to ensure that at the minimum the legislative requirements are met.

## APPENDIX 1

**ACCOMODATION SPECIFICATION****GENERAL**

<b>General Health, Safety &amp; Welfare responsibilities</b>	Take measures to ensure, so far as it is reasonably practicable, the health, safety and welfare of people who use their premises. These measures should be intended to protect the health and safety of everyone in the workplace, and to ensure that adequate welfare facilities are provided for Royal Mail employees at work as detailed below.	<i>Workplace Reg 4</i>
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<b>Display of statutory Notices.</b>	Display suitably and prominently all relevant statutory Notices including the Health and Safety law notice and the Health and Safety policy Abstract Notice.
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**WORK AREA**

<b>Space and room dimensions</b>	Every room where persons work should have sufficient floor area, height and unoccupied space for purposes of health, safety and welfare.	<i>Workplace Reg 10</i>
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<b>Maintenance of workplace and equipment, devices and systems</b>	The workplace and the equipment, devices and systems should be maintained in an efficient state, in efficient working order and in good repair. Where appropriate a suitable system of maintenance should be in place. Royal Mail will arrange for the maintenance of equipment devices and systems provided by them. The subpostmaster will arrange for premises maintenance in accordance with his/her contract.	<i>Workplace Reg 5</i>
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<b>Workstations and seating</b>	Workstations should be suitable for the work and for persons working there. Workstations should include, so far as reasonably practicable, protection from adverse weather, arrangements for swift exit in an emergency and arrangements to minimise risks of slipping or falling, and seating suitable for the operation. Royal Mail will provide the equipment necessary for its employees to undertake the tasks. The subpostmaster will ensure that such equipment is used correctly for the appropriate purposes.	<i>Workplace Reg 11</i>
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**CLEANLINESS**

<b>Cleanliness and waste materials</b>	The workplace and the future furnishings and fittings should be kept sufficiently clean. Surfaces of the floors, walls and ceilings inside the building should be capable of being kept sufficiently clear. Workplaces should be kept free of accumulation of waste material, suitable waste receptacles should be provided.	<i>Workplace Reg 9</i>
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**WELFARE & SANITARY FACILITIES**

<b>Toilet facilities</b>	RM staff should have ready access to toilet facilities. Provide suitable and sufficient water closets and urinal. Facilities should be appropriate for men and women. Facilities should be kept clean and orderly and adequately ventilated and lit.	<i>Workplace Regs 20 &amp; 21</i>
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<b>Supply towels or dryers, toilet paper, soap</b>	Soap and hand cleanser should also be provided for RM staff at all times, as should toilet paper and towels or other hygienic means of drying hands	<i>Workplace Reg 20</i>
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<b>Sanitary towel disposal</b>	Provide suitable means for disposal of sanitary towels where toilets are used by women	<i>Workplace Reg 21</i>
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## APPENDIX 1

<b>Washing facilities</b>	Provide suitable and sufficient washing facilities, including clear hot and cold running water, for Royal Mail Employees. Facilities should be provided in the immediate vicinity of water closets and urinals. Facilities should be appropriate for men and women. Facilities should be kept clear, orderly and adequately ventilated and lit	
<b>Drinking water supply</b>	A supply of wholesome drinking water should be provided and be readily accessible at all times. It should be clearly marked if appropriate. Clean drinking cups or beakers should be available unless the supply is from a drinking fountain.	<i>Workplace Reg 22</i>
<b>Facilities for making tea and coffee</b>	Facilities for making tea and coffee should be provided and should be subject to routine safety tests carried out by Royal Mail.	<i>Workplace Reg 25</i>
<b>Eating facilities</b>	Provided the mail preparation work area or kitchen is kept in a clean and hygienic condition, then this should adequately serve as a facility to eat meals. There should be provision for ensuring food and beverages are kept in a hygienic environment.	<i>Workplace Reg 25</i>
<b>Drying (room) facilities</b>	Provide facilities for the employees' clothing to hang in a clean, dry, warm, well ventilated place where it can dry out in the course of a working day if necessary.	<i>Workplace Reg 23</i>
<b>Individual hat and coat pegs or lockers</b>	Accommodation for hanging and storage of employees' clothing should be provided; at minimum a separate hook or peg for each worker. (it is desirable that individuals are able to secure their belongings, so where an employee makes such a request, space permitting, Royal Mail will provide a 3ft locker)	<i>Workplace Reg 23</i>
<b>Safe access including passageways</b>	Provide arrangements for safe access including swift exit in an emergency.	
<b>Adequate lighting</b>	Provide suitable and sufficient lighting. This should be by natural light so far as is reasonably practicable. Provide emergency lighting where sudden loss of light would present a serious risk	<i>Workplace Reg 8</i>
<b>Adequate temperatures</b>	Maintain workplace temperatures which provide reasonable comfort. Use safe heating systems. Provide a thermometer in the workplace.	<i>Workplace Reg 7</i>
<b>Rest facilities</b>	Provide suitable and efficient facilities for rest. Provide suitable protection from discomfort caused by tobacco smoke. Provide suitable and sufficient facilities to eat meals where they are eaten regularly in the workplace.	<i>Workplace Reg 25</i>
<b>FIRE &amp; SECURITY ARRANGEMENTS</b>		
<b>Fire precautions</b>	Provide fire precautions as required by the relevant fire precautions and regulations. Maintain fire escape minimum standards as defined by Royal Mail.	
<b>Fire fighting equipment, alarm system, evacuation drills</b>	Maintain as a minimum, one water fire extinguisher. These extinguishers must be checked annually and arrangements should be made to ensure this happens	

## APPENDIX 2

SUB-POSTMASTER SPECIFICATION

The following specification sets out the key outputs that Sub-postmasters must deliver in respect of the undertaking of mailwork in sub post offices. It should be read in conjunction with the Royal Mail Specification.

The phraseology uses the term "output". This represents the achievement of an outcome for which the Sub-postmaster is responsible. It does not necessarily mean that the Sub-postmaster has to personally perform the task to deliver the output. For example, "RM employees briefed in accordance with employee communication programme: does not necessarily mean that the Sub-postmaster has to lead formal team briefing sessions. It will mean that the Sub-postmaster will be responsible for distributing written briefing, facilitating team briefings lead by the RM line manager, passing on urgent messages for the line manager to RM employees.

There are a number of outputs, particularly in the Customer and Supervision areas, which cannot be tightly defined and where an element of discretion is needed in determining the level of Sub-postmasters involvement. In these cases a test of reasonableness applies. In general terms, Sub-postmasters are expected to deal with issues that can easily be resolved on the spot. But there is no requirement for them to leave the mailwork premises to do so. In all cases where Sub-postmasters are unable to resolve issues or believe that resolution requires additional capability, such difficulties must be referred to the RM Line Manager.

The detailed local arrangements as to how each output will be achieved at each office will be set out in the Local Specification which will be agreed between Royal Mail, POCL and the Subpostmaster.

## 1 SUPERVISION

-RM employees adequately supervised at all times when on mailwork premises.

(NOTE: RM employees will be deemed to be adequately supervised if all the outputs in this specification are achieved).

-Contact point provided for RM employees based at the mailwork office at all other times when they are on duty.

-RM employees attendance checked (ie start and where appropriate finish times) and all unforeseen absence reported to RM line manager.

## APPENDIX 2

- Staffing failures covered at minimum cost in accordance with contingency plan difficulties referred to RM line manager.
- Indoor operational problems resolved where possible: difficulties referred to RM line manager
- Pressure overtime authorised and controlled in accordance with guidance from RM line manager.
- Overtime, Scheduled Attendance's, allowances and Door to Door records certified.
- Reasonable actions taken to ensure RM employees comply with safety and security instructions.

### 2 CUSTOMER

- Information provided to RM Customer Care when requested (where Sub-postmaster can reasonably be expected to have access to such information.)
- Customer complaints/enquiries dealt with where resolution is possible at local office level - any difficulties referred to RM Customer Care or RM line manager.
- Local customer requirements met in accordance with processes set out in local specification.
- Local delivery problems with customers resolved (eg dangerous dogs) where resolution is possible at local office level and in accordance with processes set out in local specification - any difficulties referred to RM line manager.
- Positive approach to Customer First activity in the office (but no requirement for personal attendance for Royal Mail Customer First Activity).
- Positive approach to Royal Mail's image in the local community.

### 3 OPERATIONAL TASKS

- Mail received and acknowledged
- Signature and value items securely held and processed in accordance with product specification

## APPENDIX 2

- Redirection instructions, special instructions, retention instructions issued to appropriate RM employee
- Door to Door managed in accordance with product specification and returns made
- Response service items processed in accordance with product specification
- Second pouch arrangements made in accordance with local specification
- Keys securely held, issued and returned
- Callers facilities provided (P739, Surcharges, PO Boxes)
- Uniforms, stores, forms, equipment ordered and issued
- Letter box faults reported to RM line manager

### 4 MANAGEMENT INFORMATION

- Attendance record completed
- Work Load Assessment forms, completed by Postmen forwarded in accordance with operational instructions.
- Letter Information Systems and parcel sampling returns completed and forwarded in accordance with operational instructions
- Official Motor Vehicle mileage and fuel returns made
- Drivers hours information supplied
- Information provided in response to ad hoc requests subject to levels of reasonableness
- Basic staff hours records completed

APPENDIX 2

5 PERSONNEL

- Annual leave selection managed and authorised in accordance with local specifications
- RM conduct code followed by RM employees - any failures by RM employees to meet RM standards referred to RM line manager
- Opportunity for input to sick absence, Non - Culpable Inefficiency, conduct code, welfare interviews for RM employees; recruitment of permanent and temporary RM employees; trial reports and appraisals, sick reports and appraisals
- RM employee grievances resolved where this is possible at local office level - any serious grievances referred to RM line manager
- RM employee questions answered if within the knowledge of the Sub-postmaster - any difficulties referred to RM line manager or appropriate support function
- Late attendance reports completed
- RM employees recognised in accordance with RM policy on recognition
- Accident reports completed
- RM employees briefed in accordance with employee communication processes as set out in local specification
- RM employee training needs identified and where appropriate referred to RM line manager
- RM employees coached and trained in accordance with processes set out in local specification

6 TRANSPORT

- Royal Mail vehicles parked securely in accordance with locally agreed arrangements
- Fleet maintained, fuelled, and cleaned in accordance with local Royal Mail procedures

APPENDIX 2

- Road Transport Act requirements met (Logbooks.Drivers hours; returns made)
- Vehicle accident reports completed
- Cycles and delivery aids kept securely and maintained in safe condition in accordance with locally agreed arrangements

7 SAFETY

- Hazard/safety checks carried out on mailwork premises
- Health and Safety notices displayed
- Adequate fire precautions - RM employees aware of precautions
- Locally agreed disaster plan followed
- First aid facilities available for use and maintained

8 SECURITY

- Security of mail and equipment maintained in accordance with locally agreed arrangements
- Security procedures followed as per locally agreed arrangements
- Security checks carried out as per locally agreed arrangements

## APPENDIX 3

ROYAL MAIL SPECIFICATION

The following specification represents the key outputs that Royal Mail must deliver to enable the Subpostmaster to meet the Subpostmaster Specification. It should be read in conjunction with the Subpostmaster Specification.

The phraseology uses the term "output". This represents the achievement of an outcome for which Royal Mail is responsible. Where further definition is required (eg type of sorting fitting, level and detail of guidance and training) Royal Mail will determine what is necessary to achieve the Delivery Specification and agree the details in the Local Specifications.

## 1 SUPERVISION

- Information on RM employees, attendance times and duties provided
- Contingency plan for office provided
- Guidance provided to Subpostmaster and RM employees on completion of Overtime, Scheduled Attendance, Allowances and Door to Door records.
- Local specification (agreed with Subpostmaster and POCL)
- Royal Mail contact point provided to which operational difficulties can be referred

## 2 CUSTOMER

- RM Customer Care contact point provided
- Guidance on meeting changes to customer requirements (unit specification)
- Information on RM Customer First provided
- Information on RM Mission and Values provided

APPENDIX 3

3 OPERATIONAL TASKS

- Details of scheduled mail arrivals/tick list provided
- Telephoned advice of late arrivals, or other operational changes
- Guidelines and training for Subpostmaster and RM employees provided for all RM products
- Second pouch arrangements specified
- Key security system specified
- Instructions provided for the ordering of uniforms, store, forms, equipment

4 MANAGEMENT INFORMATION

- Guidance provided on how Postmen complete Work Load Assessment forms
- Guidance provided on completion of Letter Information Systems/parcel sampling returns
- Guidance provided on completion of Official Motor Vehicle mileage and fuel returns
- Guidance provided on Drivers hours information
- Guidance provided on quality checks to be made
- RM contact point provided for all pieces of management information

5 PERSONNEL

- Resourcing plan provided (annual leave)
- Royal Mail conduct code made available and appropriate action taken by Royal Mail to ensure conduct code is followed

APPENDIX 3

- Opportunity given to Subpostmaster to input relevant information regarding RM employees in cases of Non - Culpable Inefficiency, welfare, sick absence, trial reports, retention, appraisals
- Opportunity given to Subpostmasters to attend selection interviews for RM employees at the mailwork office
- Opportunity given to Subpostmasters to attend at long service awards/retirement functions
- RM contact points provided for all relevant Personnel issues relating to RM employees
- Guidance provided on completion of accident reports
- RM recognition policy communicated
- Guidance provided on training for RM employees (training plans)
- Communications plan for RM employees in mailwork office provided

6 TRANSPORT

- Agreed arrangements specified for secure parking of vehicles
- Arrangements for maintenance, fuelling and cleaning of fleet specified
- Guidance provided on Road Transport Act requirements
- Guidance provided on completion of Vehicle Accident reports
- Arrangements for secure keeping and maintenance of cycles and delivery aids specified

7 SAFETY

- Safety instructions provided
- Disaster plan specified
- First aid training provided to postmen in line with legal Health and Safety requirements

APPENDIX 3

8 SECURITY

- Security instructions provided
- Security measures specified

9 FACILITIES

- Sorting fittings, stores cupboards/cabinets, soap/towels, toilet paper, fire fighting equipment, first aid equipment provided

APPENDIX 4

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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