POL00118220

Claim No. CR101947

IN THE BLACKPOOL COUNTY COURT

B E T W E E N:

POST OFFICE COUNTERS LIMITED

Claimant

-and-

MRS JULIE WOLSTENHOLME

Defendant

TRIAL BUNDLE
'C'
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MR & MRS M A JACKSON

Trading Statement for the year ended 31st December 1998

	1998	1997
Sales	5,640	5,400
Cost of Sales	(4,403)	(4,197)
GROSS PROFIT (21.93%) (1997 22.28%)	1,237	1,203
Post Office Salary	81,720	76,333
	82,957	77,536
Wages	(33,147)	(29,683)
Rent and Rates	(5,573)	(5,276)
Heat and Light	(1,471)	(1,442)
Telephone	(539)	(481)
Insurance	(412)	(406)
Repairs	(219)	(1,611)
Cleaning	(422)	(130)
Stationery	(45)	(1)
Guard Dog Expenses	(550)	(530)
Motor Expenses	(1,377)	(1,088)
Cash Shortfall	(1,714)	(1,452)
Sundry Expenses	(528)	-
Accountancy Charges	(599)	(570)
Bank Charges	(60)	(30)
Loan Interest	(7,406)	(7,609)
Depreciation	(5,381)	(2,550)
Loss/(Profit) on Sale of Assets	(1,181)	5,628
NET PROFIT FOR THE YEAR	£ 22,333	£ 30,305

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MR. M. A. JACKSO.
CLEVELEYS POST OF
2. RUNNYMEDE A
THORNTON CLEVEL
LANCS. FY5 1DF

21 SEPT. 199.

Dear Elaine,

As you know, I have been advised by

GRO

Please take this letter as my offic
resignation from the post of Subpostmaster
Cleveleys M.S.P.O. I would ask that th
Office be transferred to my daughter
MRS JULIE WOLSTENHOLME and would ask th
the necessary paper work to complete the
transfer is done as soon as possible.

Yours Sincerely,

M Jackson

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LEONARD HAWORTH & SONS

Solicitors & Commissioners for Oaths

Christopher R. Haworth
Timothy P. Haworth, LL. B.
Consultant:
Leonard A. Haworth

6 CRESCENT EAST
THORNTON CLEVELEYS
LANCS., FY5 3LX

Tel - Cleveleys
GRO

Please ask for
Mr. C. R. Haworth Our Ref. CRH/LH/Jackson Your Ref. Date. 08 October 1999

Mrs Judith Gough
Post Office Counters Limited
Agency Recruitment
Capstan House
Chandlers Point
Salford Quays
SALFORD

Dear Madam

Re: Cleveleys Post Office

We write to confirm that we are instructed by Mr and Mrs M A Jackson in the sale of Cleveleys Post Office to Roger John Harrison and Julie Wolstenholme (Mr and Mrs Jackson's daughter). To enable the matter to proceed, we should be glad if you will please confirm the approval of Post Office Counters Limited to Roger John Harrison and Julie Wolstenholme taking over the Post Office at your earliest convenience. If you require any form of application or documents to enable the matter to proceed, will you please let us have such documents at your earliest convenience.

Yours GRO

Regulated by the Law Society in the conduct of investment business.

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Mrs Julie Wolstenholme

12 October 1999

Dear Julie

Please find enclosed the official application form for the position of Subpostmaster (1) at Cleveleys.

The remuneration is determined partly by an annual core payment paid in twelve equal amounts and also a variable volume related payment which reflects the work transacted at the office in an accounting period. By way of illustration £75,563.85 was paid for providing these services in the last twelve months.

The opening hours of the office, which can be liable to variation, are normally:

Monday :	09.00 : 5.30	Thursday :	09.00 : 5.30
Tuesday :	09.00 : 5.30	Friday :	09.00:5.30
Wednesday :	09.00:5.30	Saturday :	09.00 : 12.30

The facility to close the office in the middle of the day and on the weekly half day holiday is subject to certain conditions. The main business at the office includes the sale of postage stamps, filling and clearing of stamp-selling machines, treatment of postal packets including overseas parcels, despatch and receipt of mails, supervision of outdoor delivery services and all work connected with the sale of Government Publications, Postal Orders, Pension and Allowances, Savings Certificates, Savings Bank, Government Stock and Annuities, Television Licences, Television Licence Stamp Savings, Motor Vehicle Licence, Savings Stamps, Telephone Accounts, Telephone Saving Stamps, National Insurance, Premium Savings Bonds, Local Taxation Licences, Girobank, Bureau De Change, Travel and Lottery Products.

Subpostmasters must also undertake any other business or duty not currently at the office, if required to do so. Subpostmasters receive training and instruction to enable them to carry out their business and are supplied with Rule Books for their guidance which they should keep up to date and with which they should make themselves familiar.

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Subpostmasters are obliged to provide and pay for any assistance which is necessary to conduct the work at their office, and must ensure that the conditions of service and their Assistants are no less favourable than those agreed for shop assistants generally in the same district. Subpostmasters are required to provide for the lighting, heating and cleaning of their offices and, additionally, where Post Office staff are employed on their premises, as well as ensuring adequate lighting, heating and ventilation, Subpostmasters should ensure that the Post Office staff have access to a lavatory, sufficient hat and coat pegs and facilities for washing and tea making.

A Subpostmaster is held responsible for the conduct and balances of his office, whether he is in attendance or not, and must make satisfactory provision for the performance of the work of the office at his own expense whilst he is absent.

There are a number of appointments which Subpostmasters are prohibited from holding without prior permission from Post Offices Counters Ltd, and I would refer you to questions 11 and 12 on the application form. I should also point out that Subpostmasters are only allowed to hold an 'on' licence for the sale of alcoholic liquor where the Post Office is not situated in the licensed premises.

Unless a Subpostmaster, or his spouse, is the owner of the proposed sub-office premises, the premises should be held on a lease agreement which would enable him to comply with his obligation to give three months notice of resignation of appointment. He must provide at his own expense any reasonable office accommodation and fittings that we may require for carrying out the work of the office. These fittings comprise among other things, a counter, counter drawers and tills for the official stock of stamps, postal orders, etc., a cupboard or drawers of forms, a safe or other approved container (where not provided) affording good resistance to attack by thieves, a suitable locker to enable registered items to be held in safe custody, a clock and certain small stores.

Certain fittings may be purchased on application to the Regional Network Manager, from whom particulars and approximate prices can be obtained. The provision of a counter screen to ensure privacy is desirable at Savings Bank Offices and a drawing of a suitable and inexpensive screen will be supplied by the Retail Network Manager on request. The Subpostmaster will not be required to provide the letter box, but must, if necessary provide space for it, and also for a stamp-selling machine, if required, at a convenient place outside his premises.

He will be required to supply and fix a notice board showing the name of the office and to provide, or obtain from the owner any necessary consent for telephone leading-in facilities on the premises. If a number has been allocated to the premises by the local authority, it should be clearly displayed over the doorway or in some other suitable position. Suitable space should be made available for the display of

official:/

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official notices inside the office. The agreed accommodation provided for carrying on the work of the office must not be altered without the consent of the Regional Network Manager.

Subpostmasters are obliged to give three months notice should they wish to resign their appointment. If they fail to give three months notice they will be liable for any expense incurred by Post Office Counters Ltd in conducting the business of the office, and any outstanding sums due to them will be withheld and used to offset the expense incurred.

When a Subpostmasters resigns, his successor will be appointed at the outgoing Subpostmasters premises, unless the Retail Network Manager has indicated that he wishes to close or resite the office, or no acceptable candidate can be found to take over the appointment in the existing premises before the outgoing Subpostmaster completes his period of notice. I should also point out that an applicant who purchases the private business of a Subpostmaster or takes over premises in which a sub-office has been situated has no claim to the appointment as a Subpostmaster, as the filling of any appointment as Subpostmaster is entirely a matter for Post Office Counters Ltd.

If you have any queries about your application, please telephone me on GRO GRO

Yours sincerely

Judith Gough
Agent Recruitment

(1) 'Subpostmaster' Includes 'Subpostmistress'

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APPENDIX A

PLEASE ENSURE THE FOLLOWING INFORMATION IS INCLUDED WITH YOUR APPLICATION:-

1) Application form (P188) fully completed

2) Personal information in the form of a full C.V.

3) Two recent passport size photographs of yourself.

PRE-APPOINTMENT TRAINING

If successfully appointed you will be required to attend a pre-appointment training session immediately prior to taking up the position. The training will be for approximately two days and will also be offered to your spouse or partner.

CONDITIONS OF APPOINTMENT

Details of any modifications/conditions to the office are shown overleaf.

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1 Uniformity of dress for all staff to be introduced within three months of date of transfer

2 All Post Office Counters Ltd standards to be reached within three months of date of transfer

3 Interior walls and ceilings to be redecorated within one year of date of transfewr, and every six months therafter

4 Carpet to public side of counter to be cleaned within six months , and every six months thereafter

5 Counter screens to be cleared of all notices within one week of date of transfer

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Electronic *memo*

To Judith Gough/POCL/GRO
cc Elaine Tagg/POCL/GRO
Hard Copy To
Hard Copy cc
From Kim Sharp/POCL/GRO
Date 12/10/99 09:23

Subject Fwd: Family Transfer - MSPO

Judith

Response from John Cole:-

Family transfer OK. No fee as the transfer is due to ill health.

Kim

To John Cole/POCL/GRO
cc Judith Gough/POCL/GRO Elaine Tagg/POCL/GRO
Hard Copy To
Hard Copy cc
From Kim Sharp/GRO
Date 11/10/99 14:36

Subject Family Transfer - MSPO

John

The Spmr at Cleveleys MSPO has resigned GRO and put forward his daughter, Julie Wolstenholme as the new Spmr. Could you please answer a few of quick questions:-

1. Can 'Family Transfer' take place at an MSPO?

2. We are in receipt of a letter from the Spmrs solicitors which states *"...we are instructed by Mr & Mrs Jackson in the **sale** of Cleveleys Post Office to Roger Harrison and Julie Wolstenholme..."*

If the office can be transferred to his daughter, would she have to pay the 25% fee?

Thanks

Kim
GRO

Elaine

You mention in your note to Judith that an auditor will not be required at this transfer. My understanding is that an auditor **must** be present at any transfer - has something changed?

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POST OFFICE

PERSONAL

Mr M A Jackson
Cleveleys Post Office
2 Runnymede Avenue
Thornton Cleveleys
LANCS
FY5 1DF

Post Office Counters Ltd

15th.
October 1999

Dear Mr Jackson

Thank you for your letter of 21 September 1999 which informs us of your intention to resign as Subpostmaster (1) of Cleveleys and of your wish to hand over the Subpostmastership to your daughter.

So that arrangements can be made to transfer the office to your daughter, Julie will have to complete the enclosed application form. I should point out that prior to transferring the office to your daughter, we will have to process her application in the standard way, seeking references as necessary.

Because the Subpostmasters' Contract is a legally binding agreement we have to arrange the transfer of the appointment on a formal basis. However, I do not expect this process to cause any significant delays to the transfer.

Will you please confirm by return of post, to The Agent Recruitment Section that you fully understand and accept these conditions. Any queries you may have concerning this transfer can be dealt with by ringing GRO

May I take this opportunity of thanking you for your service in the Post Office, and wish you and your family well in the future.

Yours sincerely

GRO

Elaine Tagg
Retail Network Manager

(1) 'Subpostmaster' includes 'Subpostmistress'

To : The Agent Recruitment Manager - I, Mark Jackson, fully understand and accept these conditions.

Signature GRO Date : 15/10/99.

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Post Office Counters Ltd
Human Resource Service Centre
Capstan House
Chandlers Point
35 Broadway
Salford Quays
Salford M5 2PB
Telephone GRO

Post Office Counters Ltd Registered in England
No. 2154540 Registered Office Giltspur House
5-6 Giltspur Row London EC1A 9HC

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Cleveleys main

P188(Subpostmaster)
(Revd. May 1999)

In Confidence

POST OFFICE COUNTERS LTD

SUBPOSTMASTER APPLICATION FORM

* The expression "Subpostmaster" includes "Subpostmistress" throughout.

For Post Office Use Only
Ref. No:

Name and address of post office vacancy you are applying for:	CLEVELEYS MSPO 2 RUNNYMEDE AVE CLEVELEYS FY5 1DF.

Personal Details

1. **Name** (in block letters)	
Surname(or family name):	WOLSTENHOLME
Title (Mr/Mrs/Miss/Ms or other)	MRS
Forenames (in full)	JULIE
Previous names (if applicable) e.g. name at birth, other names you have been known as	JACKSON
2. **Permanent Address** (in full and in block letters)	GRO CLEVELEYS.
Telephone number Home:	GRO
Business:	
If at this address for less than five years, please state previous address:	GRO
3. Your National Insurance number:	
Date of birth:	
Place of birth (Town/County):	
Country:	ENGLAND

4.	Have you any debts or mortgages of any kind? If so, please give particulars on a separate sheet of paper, stating the amounts owed and method of repayment.	YES ☑ NO ☐
	Have you ever been the subject of bankruptcy proceedings (i.e. declared bankrupt, or executed deed of assignment or made a composition with your creditors)?	YES ☐ NO ☑
	If YES, please give particulars and state whether discharge has been obtained.	

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P188(Subpostmaster)
(Revd. May 1999)

Personal Details (Continued)

5. Please give details of any convictions, including motoring (but not parking) offences. Convictions or findings treated as spent by virtue of the Rehabilitation of Offenders Act 1974 should not be included. If ,therefore, the only conviction or finding against you is treated as spent, your answers to 5a-c should be "NO".

Have you at any time:

(a) been convicted or found guilty of any offence by a Court or Court Martial, including an offence for which you were absolutely or conditionally discharged or placed on probation?	YES	☐	NO	☑
(b) been bound over without conviction for any offence?	YES	☐	NO	☑
(c) had a summons issued against you or any charge brought against you in respect of any offence which has not yet been disposed of?	YES	☐	NO	☑

If the answer is YES for questions 5a -5c please give details:

6. **DISABILITY**

If you are currently disabled, or have been disabled, this will not prevent you being considered for the vacancy you are applying for provided that you are able to fulfil the requirements of the vacancy. If there are any particular requirements which you would need Post Office Counters to provide in order to assist you when attending for interview, please state fully what these are.

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P188(Subpostmaster)
(Revd. May 1999)

Business Proposals

7.	Do you own or are you acquiring those premises?	YES
	If the premises are, or will be, leased or rented, what period of notice of termination of tenancy will you be subject to?	
	Are there any restrictions which prevent the use of the premises as a sub post office?	NO
	Has any necessary planning permission or bye-law consent been obtained?	NO
	Will you reside at the premises?	NO
8.	If appointed, do you propose to follow any other occupation or engage in any other business on the premises in which the post office is situated? If so, please give details.	NO
	If you propose to engage in some other business who will be the owner (s) of that business?	
9.	Have you acquired, or do you intend to acquire, the private business of the outgoing Subpostmaster?	YES
	If so, do you understand that the acquisition of the business does not entitle you to preferential consideration for post office business?	
10.	Are the premises intended to be used as the post office ("the Post Office premises") situated in or adjacent to "licensed" premises under your control? If so, state the nature of the licence held. If it is an "on" licence, a plan should be attached showing the relationship of the post office premises to the "licensed" premises and should indicate clearly the proposed means of public access to the post office.	NO
11.	Are the premises in which the post office will be situated used for any of the following kinds of activity? If so, give full particulars. a. Business connected with a parcel delivery company or otherwise with the carriage of parcels. b. Activity such as a building, provident or friendly Society or bill payment facility, which involves or could involve the receipt or deposit of money? c. Business connected with a licensed betting office.	NO
12.	Are you related to any person employed by The Post Office or holding an appointment as subpostmaster? If so, state the person's name and position.	MR. M. A. JACKSON SUB-POSTMASTER
	Have you, or any member of your household, ever held an appointment as subpostmaster or been employed in a sub post office or by The Post Office in any capacity? If so, give full particulars and state under what circumstances the appointment or employment ceased.	SEE 14.
13.	Are you applying for the appointment of subpostmaster as a nominee of any organisation, business or other body?	NO
	If you are, does the organisation, business or other body hold, through a nominee or nominees, any other subpostmaster appointment or appointments? If so, give the name and address of the organisation.	

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P188(Subpostmaster)
(Revd. May 1999)

Employment History

PLEASE GIVE DETAILS OF YOUR EMPLOYMENT (INCLUDING SELF-EMPLOYMENT OR OCCUPATION) DURING THE LAST FIVE YEARS

Present or Most Recent Employment

14. Employer's name & address: MR M.A. JACKSON
CLEVELEYS MSPO
2 RUNNYMEDE AVE
CLEVELEYS
FY5 5DF

Job Title: COUNTER CLERK

Self-employed YES ☐ NO ☑

Dates of Employment From: JAN '93 To: PRESENT

Industry Sector:
(Please tick the main business activity)

Wholesale/Retail Trade	☐
Banking/Finance/Insurance	☐
Education	☐
Health & Social Work	☐
Civil Service:	
a) Public admin - local and central government	☐
b) Armed Services	☐
c) Police	☐
d) Other community services	☐
IT industry	☐
Post Office employee	☑
Other (please specify).....	☐

Brief outline of responsibilities and reason for leaving: FULL POST-OFFICE COUNTER & OFFICE BACK WORK

Please say whether reference may be made now to your present employer (if applicable): YES ☑ NO ☐

If "No" please state reason(s)::

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(Revd. May 1999)

Previous Employment (continue on a separate sheet if necessary)

PLEASE ACCOUNT FOR ANY GAPS IN YOUR EMPLOYMENT HISTORY WITHIN THE LAST FIVE YEARS

15. Employer's name and address: MR. M. A. JACKSON.
CLEVELEYS MSPO
~~2 Rm~~ GRO

Job Title: COUNTER CLERK

Dates of Employment From: NOV '90 To: APRIL '92

Brief Outline of responsibilities and reason for leaving: COUNTER CLERK DUTIES LEFT TO HAVE A BABY - CURRENTY PART TIME

Employer's name and address:

Job Title:

Dates of Employment From: To:

Brief Outline of responsibilities and reason for leaving:

Employer's name and address:

Job Title:

Dates of Employment From: To:

Brief Outline of responsibilities and reason for leaving:

Employer's name and address:

Job Title:

Dates of Employment From: To:

Brief Outline of responsibilities and reason for leaving:

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(Revd. May 1999)

References

16. Please give details of two responsible people whom we may approach for personal references. Personal referees must be well acquainted with you, have known you for a minimum of 2 years and must not be related to you.

Name: Address: **(in full and in block letters)**	MRS. E. HARRISON GRO
Name: Address: **(in full and in block letters)**	MISS. J. MURPHY. GRO

Please say whether references may be taken now: YES ☑ NO ☐

If "No" please state reason(s)::

17. If you are invited to interview, please list below any dates during the next 6-8 weeks when you would **NOT** be available.

.....
.....
.....
.....

18. Please tick one of the following to indicate where you heard about or saw the vacancy.

Heard from someone who works for Post Office Counters - as a subpostmaster ☑

- as an employee ☐

Advertisement in a post office ☐

Post office mailing list ☐

Business (estate) agent ☐

Internet ☐

Other (please specify)..... ☐

19. DECLARATION

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 Counters Ltd, might cause it to question my honesty and suitability for appointment as subpostmaster. I understand that if this declaration or any of the particulars furnished by me is or was known by me to have been false, Post Office Counters Ltd will be entitled to bring my contract to an end forthwith.

I agree to The Post Office confirming my National Insurance number with the Inland Revenue (National Insurance Office).

Signature of applicant: J Wolstenholme Date: 16.10.99

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Report on Candidates for Subpostmastership

Name of vacant office: CLEVELEYS MSPO

Region: Northern Territory (NWNW)

Details of Candidates

State whether married, widow/widower or single. If married, particulars respecting the spouse should also be given.

Surname	First Names	Title	Age	Character	Status
WOLSTENHOLME	JULIE	MRS.		-	married.

1 Is the applicant free to take up unrestricted employment in the UK?

YES

2 Will the candidate or spouse (if married) be the lessee/owner of the premises?

3 Nature of private business, if any:

Cards | Stationary

4 What occupation, if any, will be followed?

NONE

5 Does the applicant hold any prohibited agency or appointment?

NO

6 If the applicant is offering alternative premises, what is the distance from the existing premises?

N/A

7 Number of persons available as assistants and their age(s): Number 6 Age(s) Various.

Interview report

The purpose of the interview is to seek evidence of the applicant's suitability for the position of Subpostmaster.

This evidence should be based on the applicant's past experience and should enable you to answer the questions posed in sections 1 to 5 of the form to make an overall assessment of the candidate.

Applicants differ as individuals and in life experience. Therefore, you should go through this form before each interview to work out how you should look for the evidence needed to complete this form. (Use the candidate's application form to prompt ideas when preparing your interview plan, and make notes of the things you will discuss).

Remember - You should try to look for actual evidence from the applicant's past experience.

The points marked with an asterisk (*) should only be completed if the applicant is going to be involved in the day to day running of the office.

For each question always include brief notes of the evidence on which you based your final decision. This evidence and a clear statement of your overall assessment on page 4 (for both successful and unsuccessful candidates) will be essential for:

1 reviewing the success of advertising and other recruitment campaigns

2 dealing with re-applications or enquiries about unsuccessful applicants

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1 Origins of plans to be a Subpostmaster

Why did the applicant first think of becoming a Subpostmaster? Whose idea was it? How well researched is it? Has anyone supported/encouraged him/her?

The applicant currently works part time in her father's office. GRO is forcing his retirement and Julie and her husband feel the time fits with their wish to run their own business. They are fully supported by her parents, their bank and their accountant.

2 Current plans

2a Is the applicant able to provide sufficient capital for this venture? If money is being borrowed, are the repayment terms reasonable in terms of likely income available?

Sufficient funds are available and have been authorised by the bank. All terms are reasonable. We discussed her financial plans in detail and borrowing terms appear reasonable in line with her commitments.

2b Does the applicant have any family or other support to assist, to 'cover' for absence etc?

Yes - Julie's mother intends to cover for leave/absences.

3 Personal Circumstances

* 3a Is the applicant aware of the attendance requirements? Are there any reasons why he/she cannot meet these requirements? What are the reasons?

Applicant fully aware - office currently on core hours and will remain so.

* 3b Does the applicant have any illness/disability that would prevent him/her carrying out the duties of a Subpostmaster?

No - none.

3c Will the applicant devote sufficient attention to the office (directly or through agents/subordinates) to ensure that commercial and operational standards are maintained?

Yes. Both she and her husband have detailed timetables to ensure sufficient counter coverage to meet both business and customer demands.

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4 Suitability for the job

Consider the applicant's knowledge, experience and achievements, both inside and outside work.

4a Suitability for counter work

* 1 Clerical/Accounting/Record keeping aspects of the work. Give evidence.

Julie's experience as a counter clerk and her substitution when her father is on leave is evidence that she has the skills needed for this work.

* 2 Customer Service. Give evidence.

Again, Julie is used to dealing with customers and enjoys working at the counter.

4b Suitability for managing the sub-post office

1 Forward planning (eg has he/she been effective at monitoring needs, anticipating future requirements, particularly stocks and staffing?)

Julie will need help in determining stock & staff levels. We have already discussed new staffing rotas and Julie showed a flair for anticipating peaks and troughs in both areas. eg. her month end planning around MVR visit.

2 Decision making (eg has the applicant been effective in making important decisions and standing by them?)

This is a major decision for Julie and her husband. We have discussed the possible pitfalls but both are determined that is the right way forward and intend to make a success of this venture. They have discussed it at length with Julie's parents also.

3 Implementation (eg has the applicant been able to put his/her plans and plans from others into practice and make sure that they are being done properly?) Give evidence.

Julie supplied detailed plans - both financial and operational She drew on her own experiences at the office and sought input from her father. Her staffing plans will ensure the business remains customer focused but also turns a profit.

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4b continued

4 Staffing (eg recruiting, training and supporting staff; supervising staff; supervising and motivating; delegating). Give evidence.

Julie has no experience of recruiting staff she has however supervised the existing staff during her fathers absences. We discussed the staffs attitude to her and she readily admits that some members are antagonisti towards her at present.

* **5** Relationship with the Post Office (eg has he/she followed procedures and guidelines, accepted the advice of managers, submitted returns and reports to deadlines etc?)

Julie uses her father as a role model and has had a deep sense of commitment to POCL already ingrained in her working practices.

5 Motivation/ Personality

Consider the applicant's past references and aversions, both inside and outside work, as well as his/her stated motivation in Sections 1 and 2.

5a Self motivations (eg has the applicant been able to push himself/herself and get things done without others standing over him/her?) Give evidence.

Julie's decision to become self employed with her husband whilst running her home & looking after 3 children. shows her belief in her own ability to succeed.

5b Entrepreneurial qualities (eg does the applicant want to make a real success of this venture? Has he/she made a success of any previous full-time or part-time ventures? Does he/she possess business acumen? Could he/she identify new products for Counters?) Give evidence.

as above.

5c Is the candidate likely to be responsible in the job? Have you any reason to doubt the candidate's honesty? Look at previous jobs to see if responsibility was given/taken) Give evidence.

Julie shows a keen sense of responsibility on my evidence of having seen her at work. I have no reason to doubt her honesty.

5d Could the candidate cope with day to day pressures in the job? What evidence do you have?

Yes - she has covered the office previously during busy month end periods.

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P274 Rev Oct 87 OP/01409 2/88

Overall Assessment

Consider 1 whether or not the applicant is likely to be successful as a subpostmaster.
and 2 whether the applicant is likely to remain a subpostmaster for some time.

I feel Julie will be successful in this venture. She has had a good grounding having worked in the office and also drawing on her fathers experiences. She sees the need to move forward towards a better retail environment in the office. She is already considering streamlining the staff as she identified excessive hours being used. Long term I feel she will make a good office holder.

Please include detailed reasons for your acceptance or rejection of the applicant.

Julie is committed to becoming a subpostmaster. She enjoys the work. She has the full support of all her family which will help her through her difficult induction as a subpostmaster. She has shown a great enthusiasm for Horizon and is keen to take the office forward and make a successful business for her and her family.

Final Decision

ACCEPT/~~REJECT~~ (delete as appropriate)

Signed E Tagg Name ELAINE TAGG

Date 2.11.99 Grade CM1

Signed GRO Name MICHAEL HAWORTH

Date 2.11.99. Grade CM2

Authorising Signature

Signed GRO Name ELAINE TAGG

Date 2.11.99 Grade CM1.

POL00118220

Mrs J Wolstenholme
GRO
CLEVELEYS
GRO

Post Office Counters Ltd

9th November 1999

Dear Mrs Wolstenholme

I am delighted to inform you that your application for the Subpostmastership of Cleveleys Post Office, in the premises situated at 2 Runnymede Avenue, has been successful.

The transfer of the office will take place on a mutually convenient date, normally on the half day closure, when a member of Post Office Counters Ltd staff will attend to transfer the cash and stock to you.

The present Subpostmaster has been notified of your appointment and I would be grateful if you would write to the Agent Recruitment Manager at the address given below when the legal affairs connected with the transfer of the business/property have been completed.

Please find enclosed with this letter two copies of a list of the main conditions attached to your appointment. Would you kindly confirm your acceptance of these conditions by signing one copy and returning it, in the envelope provided, to the Agent Recruitment Manager. Please do not hesitate to ring if you need further information about your appointment.

May I take this opportunity to welcome you to the ranks of our subpostmasters and to wish you every success in this venture.

Post:/

Post Office Counters Ltd
Human Resource Service Centre
[illegible]
Salford M5 9JB
[illegible] GRO

3090

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Post office Counters Ltd will endeavour to support you through every stage of your appointment. You can contact our Human Resource Service Centre at Salford Quays, Manchester, on GRO for help and advice on any matter.

Good luck!

Yours sincerely

GRO

Elaine Tagg
Retail Network Manager

Enclosures

Copy to Security Manager
Network Transformation

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North

RETURN COPY

Post Office Counters Ltd
Human Resource Service Centre
Freepost NWW 1675A
SALFORD
M5 9JB

MRS JULIE WOLSTENHOLME
CONDITIONS OF APPOINTMENT FOR CLEVELEYS POST OFFICE

1 Your remuneration will be paid in accordance with the arrangements set out in Section 2(M) of the contract. It is estimated that your first monthly payment will be in the region of £6296.99 made up of £1373.50 core payment and £4923.49 volume related payment.

2 It was explained at your interview the importance which Post Office Counters Ltd places on the provision of an acceptable standard of service of both the client and the customer. Here I would draw your attention to section 11(M) of the contract. I would specifically emphasise the importance of staffing levels being acceptable to myself. POPOS displays must be kept up to date.

3 You agreed that an area would be designated specifically to the provision of Post Office services and that there would, at all times, be free and unimpeded access from the entrance to this area.

It should be understood that no change would be made to the size and location of this area without first referring the proposals to myself.

4 The office opening hours, as agreed at interview, will be:

Monday to Friday	09.00 : 5.30
Saturday	09.00 : 12.30

5 The following conditions will also be attached to your appointment and must be completed within the timescales indicated:

Uniformity of dress for all staff to be introduced within three months of transfer
All business standards to be reached within three months of transfer (as detailed in attached leaflet)
Interior walls and ceilings to be redecorated within one year of transfer and every six months thereafter
Carpet to public side of counter to be cleaned within six months, and every six months thereafter
Counter screens to be cleaned of all notices within one week of transfer

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6 As an incoming Subpostmaster there is an obligation for you to implement any security recommendations made by the Regional Security Section. Any works should be completed no later than three months after your appointment, and may I remind you that no alteration to the Post Office accommodation should be made without first consulting myself.

7 You will be bound by the terms of the standard Subpostmasters' Contract for Services at Modified Payment Offices.

To: The Agent Recruitment Manager

I, Julie Wolstenholme, fully understand and accept these conditions

Signed GRO Date 11.11.99.

CLEVELEYS POST OFFICE

POL00118220

POST OFFICE

MODIFIED SUBPOSTMASTERS CONTRACT

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POST OFFICE COUNTERS LTD

SECTION 1 (M)

MODIFIED 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 minimum hours of attendance (liable to variation) are:

.....	to .....Monday	.....	to ..... Saturdays
.....	to.....Tuesday	.....	to ..... on Sundays
.....	to .....Wednesday	.....	to .....
.....	to .....Thursday	.....	.to ..... on Bank Holidays
.....	to .....Friday	.....	...to .....
.....	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 types of business he is required to provide. He must also undertake, if called upon to do so later, any other type of business not required at the time of his appointment but which Post Office Counters Ltd may subsequently and reasonably require him to do 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 paid sick or annual leave, or pension.

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POST OFFICE COUNTERS LTD

SECTION 1 (M)

MODIFIED SUBPOSTMASTERS' CONTRACT AND STATUS:

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.....	to .....Thursday	..... .to	on Bank Holidays
.....	to .....Friday	....to	
.....	to.....	..... .to.....	on Public Holidays

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8. The terms of the appointment of Subpostmaster do not entitle the holder to paid sick or annual leave, or pension.

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9. 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 no less than three months notice.

10. 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 Manager.

PO RULES & POSTAL INSTRUCTION

11. 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.

12. 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.

13. Duties - The principal duties at present required are included in the following list:

Sale of Postage Stamps. Filling and clearing of Stamp-Selling machines.
Treatment of Postal Packets, including Overseas Parcels

Business connected with:-

Postal orders
Pensions and Allowances
Saving Certificates
Savings Bank, Government Stock and Annuities
Television Licences
Television Licence Saving Stamps
Motor Vehicle Licences
British Visitors Passports
Telephone Accounts
Telephone Savings Stamps
National Insurance
Premium Savings Bonds
Local Taxation Licences
Girobank
Datapost
Post Office Point of Sale

CONTRACT- CHANGES AND AMENDMENTS

14. Changes in conditions of appointment and operational instructions will appear from time to time in the 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

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

END

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POST OFFICE COUNTERS LTD

SECTION 2 (M)

REMUNERATION

1. A Subpostmasters pay is broadly based on the work which is transacted at his Sub-Post office.

FREQUENCY OF PAYMENT

2. The remuneration is paid monthly.

3. Traffic is based on accounting periods which have variable duration's. Payment is made at the end of a calendar month. The month of payment will usually be the third month following the end of an accounting period. However, where an accounting period ends in the same month in which it starts, payment for that period will be made at the end of the fourth calendar month following the accounting period end. The dates of payment will be published from time to time in Counter News.

4. On taking up appointment, the first three payments will be calculated on the work transacted during the appropriate periods prior to the date when the Subpostmaster took up post. Consequently no payment will be made in respect of work transacted during the last three accounting periods of an appointment. A Pro-rata adjustment will be made in respect of any part accounting periods where the subpostmaster holds an appointment.

ASSESSMENT

5. The assessment of the work done for the purpose of calculating the remuneration due for any Post Office accounting period is undertaken in the following way.

6. The major measurable items of business undertaken at the sub office are assigned a monetary value. Additionally, each Subpostmaster will receive a core payment, The total of the business related and core payments reflects all of the work necessary to perform services to the required standard as specified by Post Office Counters Ltd.

7. The payment for a particular item of business may be increased or decreased to reflect changes in the method of performing the transaction. Details of the basis of the work related payment appear at the appendix to this Section.

8. Additional items to which a monetary value has been assigned may be introduced from time to time. Not all new items of business will attract a specific monetary value.

9. Where the numbers of transactions for a specific item of business which has been assigned a distinct payment reduces, Post Office Counters Ltd may absorb the payment for that work either into another item of business which has a distinct payment or into the core payment.

10. The monthly amount of remuneration to be paid in respect of the sub office is calculated by multiplying the number of transactions against the respective monetary amounts, totalling the results and adding to that sum one twelfth of the core payment. The total as derived has been adjusted to take account of any work (or expenditure) undertaken outside those transactions which have no specific payment.

11. The rate of payment is therefore in respect of the total provision of Post Office Counter services

SUBPOSTMASTER'S PERSONAL BUSINESS

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12. Full credit is normally allowed for the personal post office business of a subpostmaster and members of his household. Post Office Counters Ltd reserves the right to withhold the credit of such business at its discretion.

RETURNS COMPLETED BY SUBPOSTMASTERS FOR REVISION PURPOSES

13. Subpostmasters will be required from time to time by the Regional General Manager to complete returns in connection with the provision of Post Office services. It is essential that Subpostmasters complete and return such information without delay; failure to do so may adversely effect calculation of the Subpostmasters remuneration.

PROHIBITIONS

14. The delivery of stamps, 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 rule.

QUESTIONS ABOUT REMUNERATION

15. If a subpostmaster considers that the foregoing rules have not been correctly applied in the case of his sub-office he should initially make representations to his Retail Network Manager. If he is dissatisfied with the outcome of such representations he may appeal to the Regional General Manager whose decision shall be final.

END

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	Transaction	Payment	Description
01/02	Electricity Tokens / Powercards etc.		
	Automated Payment Schemes (Existing)*	12.0p	Number of transactions
	Automated Payment Schemes (New)		Number of transactions (Payment advised at time of conversion/introduction)
	(Subject to ongoing negotiations). * South Wales Electricity Yorkshire Electricity Scottish Hydro and Scottish Power. NB: excludes MANWEB		
03	Giro Inpayments	24.5p	- Number of Inpayments and Deposits Including Business Deposits
04	Giro Inpayments	5.1p	Value of Inpayments per £600
05	Business Cheque Only Deposits	24.5p	Number of transactions
06	Giro Outpayments	17.3p	Number of Outpayments and Withdrawals
07	Giro Rent Vouchers/Cards	14.0p	Number of rent card and voucher payments
08	Council Tax Cards/Vouchers	14.0p	Numbers of cards and voucher payments
09	Giro Change Giving	48.5p	Number of transactions
10	DSS Coloured Orders	14.6p	Number of transactions
11/12	Motor Vehicle Licenses V10s V11s	 81.6p 68.3p	Number includes all other Other MVL work except the Sale of stamps
13	MVL Saving Stamps	0.4p	Value stamps sold per £1
14	TV Licence	49.0p	Number of Licences issued
15	TV Licences Savings Stamps	0.4p	Number of stamps sold per £1
16	British Excursion Documents	59.6p	Number of transactions Subsumes all other passport work
17	British Visitors Passports	204.0p	Number of transactions Subsumes all other passport work
18	Pensions and Allowances	11.4p	Groups 1,2,3,6,7,10,11,13,14
19	Pensions and Allowances	9.7p	Groups 4,5,8,12
20	Milk Tokens	2.6p	Number of tokens
21	E111	21.6p	Number of transactions
22	Postal Orders Sold	7.8p	Low, High and Higher value - subsumes all other Postal Order Work
23	Telephone Receipts Paid	17.3p	Number of transactions
24	Telephone Savings Stamps	0.4p	Value of stamps sold per £1
25	Phonecards	6.7p	BT and Mercurycards per £1 sales

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26	Franking Machines	153.0p	Number of resettings (includes payment for attendant ancillary work)
27	Postage Stamps	6.9p	Value per £1 of all postage stamps sold except those as wholesale discount packs. Subsumes all other Royal Mail transactions unless specified below
28	Discount Wholesale Packs	0.3p	Per £1 sales
29	Water Authority Saving Stamps	1.6p	Value of stamps sold per £1
30	NSB Ordinary Accounts	45.3p	Number of transactions
31	NSB INVAC Deposits	45.3p	Number of transactions
32	All other DNS Deposits	45.3p	Includes all other DNS purchases across the counter.
33	NSB Invac Withdrawals	91.9p	Number of transactions
34	All Other DNS Withdrawals	91.9p	Includes all other DNS encashments made across the counter
35	NIESS	2.7p	Value of stamps sold per £1
36	Electricity Tokens / Powercards etc. Manual Schemes incl: East Midlands Electricity Budgets Payment.	1.6p	Value of transactions per £1
37	Gas Tokens	11.0p	Number of transactions
38	Discrete Parcels Income	2.2p	Inland and Overseas Parcels - Stamped and Metered Number of parcels
39	Electricity Key recharging	1.6p	Value of transactions per £1
40	Datapost	82.1p	Number of transactions
41	Home Help Stamps	1.6p	Value of stamps sold per £1
42	Contract Parcels	14.0p	Numbers of transactions
	ATM Withdrawals	2.0p	Value of cash dispensed per £100 Fixed monthly payment of £100
	Local Schemes		As advised
	Rivers Authority Rod Licence	40.0p	Number of transactions

END

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POST OFFICE COUNTERS LTD

SECTION 3(M)

SUBPOSTMASTERS' ABSENCE FROM OFFICE

GENERAL

1. 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.

2. 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, and must notify the Regional Manager on form P2593 when period of absence is likely to be more than 3 days giving the name of the person substituting for him.

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POST OFFICE COUNTERS LTD

SECTION 4 (M)

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 I 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 AN APPOINTMENT AS A SUBPOSTMASTER

2. All persons on 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 NI 217) and also any current certificate of Earner's non/reduced rate liability that they may have. Where for one reason or another a new Subpostmaster does not provide 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) an 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.

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6. Provided 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 para 7) or

   (c) is not liable for contributions because he/she is over pension age or has made other arrangements (see para 14).

DSS has agreed that the amount paid to Subpostmasters in respect of their staff costs should not be reckonable for the purpose of calculating NI contributions.

All Subpostmasters are required to submit details of their staff costs actually incurred. Staff costs should include not only assistants' wages but also the employers National Insurance contributions which these wages attract. Payments made for work carried out in any private business should be excluded. Payments should also be excluded for those persons employed in any private business but who are registered as a Sub Office Assistant because they occasionally cover for short absences from the Post Office counter. If requested, all Subpostmasters are required to provide details of other items of expenditure actually incurred in providing Post Office services.

If a Subpostmaster trades for business purposes as a partnership with someone who assists with the work of the Post Office, it is likely that under typical partnership arrangements drawing are made rather than the payment of a wage or salary. In such cases, drawings that can be fairly attributed to the contribution made in conducting Post Office business should be treated as the staff costs incurred.

Details of staff costs should be recorded using forms SNI/1 and SNI/4 supplied by the Regional Office. Form SNI/1 is used in those cases where Subpostmasters do not use a wages book or other record of expenditure on staff costs, and should be retained at the Sub Office for inspection by DSS or Post Office auditors. Details of monthly staff costs as set out in the wages book or SNI/1 should be notified at the end of each month to the Regional Office using form SNI/4.

If the weekly staff costs are constant (i.e. the same number of hours are worked each week in the Post Office for the same pay), there is no necessity to submit subsequent forms SNI/4 after the initial return purely because of a variation in costs arising for 4 weekly or 5 weekly payments. Unless the Regional Office is advised accordingly, average monthly staff costs will be calculated and carried forward each month.

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 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 I contributor's contribution at the reduced rate. As Post Office Counters Ltd will be held responsible for any deficiencies

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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 exception. 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.

SECONDARY CONTRIBUTIONS

9. The Secondary contribution (see para 1) is due at the same rate regardless of the Subpostmaster's rate of contribution.

ARREARS OF REMUNERATION

10. Any adjustment to the 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 to which they were proper. 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.

SICKNESS BENEFIT

13. 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 any NI contribution.

SUBPOSTMASTERS WITH MORE THAN ONE EMPLOYMENT

14. Primary Class I contributions are 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, it is essential to collect Secondary Class I contributions.

SUBPOSTMASTERS SUSPENDED FROM OFFICE AND THEIR SUBSEQUENT REINSTATEMENT

15. 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.

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CHANGES IN NATIONAL INSURANCE STATUS

16. 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.

17. The following are regarded as changes in status:

(a) WOMEN:

Divorce
Annulment
Marriage
Widowhood
Re-marriage

In these circumstances the Subpostmaster must advise DSS and Post Office Counters Ltd see para 7.

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 para 8).

(b) 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 para 8).

DEFERMENT OF NORMAL RETIREMENT DATE

18. 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

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

MARRIED WOMEN AND WIDOWS

20. There will be no Guaranteed Minimum Pension 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

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

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POST OFFICE COUNTERS LTD

SECTION 5(M)

STATUTORY SICK PAY SCHEME

INTRODUCTION

1. Under the terms of the Social Security and Housing Benefits Act 1982 which came into force on 6 April 1983, employers are responsible for statutory sick pay arrangements in respect of their employees. An employee is interpreted as including office holders who receive emoluments chargeable to 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.

EXCLUSIONS

4. Subpostmasters will not get statutory sick pay if they come within one of the following groups:

   (a) Subpostmasters who have already had twenty eight weeks of SSP from Post Office Counters Ltd in a tax year.

   (b) Subpostmaster aged over 65 (over 60 for women).

   (c) Subpostmasters who have received, and in some cases claimed sickness benefit, invalidity benefit, maternity allowance or non-contributory invalidity pension 57 days preceding the first day of the period of sickness.

   (d) A Subpostmistress who goes sick during the time starting 11 weeks before the week in which she is due to have a baby and ending six weeks after.

   (e) Subpostmasters who fall sick in a country outside the EEC.

   (f) Subpostmaster in legal custody.

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QUALIFYING DAYS

5. Statutory sick pay can only be paid for qualifying days. Qualifying days for Subpostmasters will be those days on which they are normally required to provide services as detailed in Section I 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 Manager.

6. To be entitled to statutory sick pay a Subpostmaster must be:

   (a) sick for four days in a row; and

   (b) sick for at least three qualifying days; (these are called 'waiting days'). Any qualifying day during a Subpostmaster's period of sickness can count as a waiting day. Additionally any qualifying days in a four-day period of sickness which occur within two weeks of another period of sickness of 4 days or more is reckonable.

   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 Manager by telephone of his incapacity for work on or before his first working day of sickness irrespective of whether he is entitled to statutory sick pay.

8. Those Subpostmasters, including those nominated by limited companies, who hold more than one appointment, must notify the Regional Manager who collects National Insurance contributions.

9. If a Subpostmaster is late in giving notification of sickness, he should advise the Regional Manager of the reason for the delay. If the Regional 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 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 Manager.

EVIDENCE OF SICKNESS

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

11. Subpostmasters must notify their Regional 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 SSPI(T), on which, if he is still sick, he can claim state sickness benefit from the Department of Social Security.

RULES OF PAYMENT

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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 twenty 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 to 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 NI 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 employments.

OTHER INFORMATION

15. Other information about statutory sick pay can be obtained either from the Regional Manager or from the local Department of Social Security offices.

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POST OFFICE COUNTERS LTD

SECTION 6 (M)

ABSENCE FOR JURY SERVICE

1. A Subpostmaster who receives a summons to serve on a jury should notify his Regional 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. 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 as to the allowances to which he will be entitled, he should seek it from the official responsible for the issue of the summons.

END

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POST OFFICE COUNTERS LTD

SECTION 7 (M)

RESIGNATION AND RETIREMENT

RESIGNATION

1. A Subpostmaster who wishes to resign his appointment must give 3 calendar months' notice in writing. If he does not give such notice Post Office Counters Ltd may require him to pay may expenses 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 months notice period.

RETIREMENT

2. As the Subpostmaster is appointed under a contract for services there is no normal retiring age

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POST OFFICE COUNTERS LTD

SECTION 8 (M)

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.

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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.

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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 is 4th Floor, Russell Square House, 10 Russell Square LONDON WC1B 5EN. 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)

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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 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 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	100%
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%
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%

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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%
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

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POST OFFICE COUNTERS LTD

SECTION 9(M)

RESPONSIBILITY FOR POST OFFICE STOCK AND CASH

CREDIT STOCK STAMPS ETC.

1. The Subpostmaster on taking up his appointment is supplied with 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 this Contract of Appointment.

ACCOUNTS

4. The Subpostmaster must ensure that accounts of all stock and cash entrusted to him by Post Office Counters 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 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 para 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 para 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.

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9. The Subpostmaster must be careful to keep his stocks of all kinds in such manner that they remain in good condition. The stocks must be protected against damp and dust.

LOSSES

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 to fire.

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. Such losses must be made good immediately.

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. All surplus may be written provided that any subsequent charge 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 of 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 Regional General 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

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ACCIDENTAL LOSS

If at any time any items of stock (including stock of no intrinsic value such as passports, and motor vehicle licences) is found to be missing, steps must at once be taken to ascertain what has happened to the missing items. The serial 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 by 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 number 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 stock are missing the facts should be reported as quickly as possible to the Regional Manager.

2.. The further details which will be required and which should be obtained and submitted to the Regional Manager at the earliest opportunity are as follows:-

   (a) The denominations, total values and serial numbers of the 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 or, if not, whether there is 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 reports 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 of the receptacle from which the items were apparently taken.

   (e) Particulars of any cheques, including service for which accepted.

END

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POST OFFICE COUNTERS LTD

SECTION 10 (M)

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 the Subpostmaster and the Assistants concerned. The Subpostmaster must submit an annual return giving the rates of payment and the hours worked of all assistants in his employ.

4. The Subpostmaster is responsible, as employer of his Assistants, for complying with the provisions of any legislation which impose 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 letter mails. Unless there is no reasonable alternative, the part-time employment of an Assistant under 16 years of age should not be encouraged.

SUITABILITY OF APPLICANTS - REFERENCES

6. In the light of the Subpostmaster's responsibilities, set out para 2 above, to avoid doubt 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 an applicant, e.g. birth or marriage certificate, unless the applicant is known personally;

   (b) seek information from the application 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 need be given;

   (c) enquire whether the applicant has ever been employed by the Post Office and/or other Subpostmaster. If the former then details of such employment should be entered on form P250 (see para 7) and a reference awaited from the Regional General Manager. If previously employed at another Sub Post Office 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.

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7. When seeking references the Subpostmaster is advised to enquire if the applicant had been found to be completely trustworthy and ask the reason for his leaving that employment. In some instances a Subpostmaster might have to employ a Assistant before the procedure 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 letters or to perform, either temporarily or permanently, any Post Office work, he/she must make a personal declaration on form P13 (see SECTION 12/APPENDIX 2).

   The declaration of the Subpostmaster's Assistants and any members of his family who perform Post Office duties should signed in the Subpostmasters' 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 return 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 a wilfully delaying postal packages, the Subpostmaster must report the particulars to the Regional 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 has been guilty of misappropriating Post Office Counters Ltd money, any such 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. Order to help prevent the employment of unsuitable dishonest persons on Post Office work, a Subpostmaster shall notify the Regional Manager if he dismisses an employee on these grounds, or if his enquiries about an application 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 Manager who will decide what steps should be taken to prevent the application 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 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;

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(b) ensure that that person is not further employed on Post Office business if employed.

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POST OFFICE COUNTERS LTD

SECTION 11 (M)

QUALITY

GENERAL

1. The Subpostmaster will comply with all aspects of Post Office Counters Ltd quality improved programmes and will ensure that his office operates to quality standards set from time to time by Post Office Counters Ltd.

WAITING TIME

2. The Subpostmaster must make every endeavour to ensure that all customers start to be served or within five minutes of the time when they join a queue to be served or within such other time which shall, from time to time be prescribed. The normal standard is that customers should expect to be served with this maximum time limit. The Subpostmaster will in accordance with procedures advised by POCL, regularly monitor the waiting time that customers experience in his office and will make all necessary adjustments to his staffing patterns. Persistent failure to meet the standards of service will be regarded as a breach of contract. Any failure by Post Office Counters Ltd to exercise this power should not be regarded as a waiving of its rights under the terms of this contract.

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 will pass on this additional cost to the Subpostmaster. However, the Subpostmaster will not normally be charged for any penalties that result from errors made during the first three months of his appointment. During the second three months 50% of any penalty will be passed on to the Subpostmaster. The only exception is the loss of un-issued Motor Vehicle Licences where the full amount of any loss must be met regardless of when the loss occurs. All penalties resulting from errors made after the first six months will be passed on in full. 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.

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POST OFFICE COUNTERS LTD

SECTION 12 (M)

DIVULGENCE OF OFFICIAL INFORMATION, CORRESPONDENCE AND INTERVIEWS

DIVULGENCE OF OFFICIAL INFORMATION

1. The unauthorised disclosure, or use directly or indirectly, 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 Acts (see para 3).

2. Subpostmasters and their employees must not disclose any information regarding postal packets passing through the post except to the person(s) to whom such packets are addressed; nor may they make known information that may come to them officially concerning the character, standing, or responsibility of individuals or firms, or the private affairs of any person.

PERSONAL DECLARATIONS

3. (a) All Subpostmasters on taking up appointment and newly recruited Sub-Office Assistants are required to sign a Personal Declaration (form P13) which reminds them of the duty of the Post Office to ensure that all communications and items entrusted to it reach the people for whom they are intended promptly and safely, and that the information in them reaches no one not entitled to it. The Personal Declaration also brings to the notice of newly appointed Subpostmasters and Sub-Office Assistants on taking up employment their obligations under the Official Secrets Acts and various Post Office and Telegraph Acts. Extracts from these Acts are reproduced at Appendices 1 and 3. A copy of form P13 is at Appendix 2.

(b) A Subpostmaster on termination of his appointment is required to sign a Declaration (P301) as a reminder that the provisions of the Official Secrets Acts continue to apply to him after he has left in respect of all the information which he has acquired or to which he has had access by virtue of his appointed position as Subpostmaster. A copy of form P301 is at Appendix 3.

(c) Subpostmasters and Sub-Office Assistants are given a copy of their P13 and Subpostmasters, on termination of their appointment, additionally of form P301 for retention as a reminder of their importance and of the message they contain. The duty not to disclose information is imposed by the relevant Acts, not by the Personal Declarations. Consequently no Subpostmaster or Sub-Office Assistant can avoid these legal obligations by refusing to sign form P13 (also for Subpostmasters form P301) or attempting to revoke or disclaim his signature on the form(s).

4. Any request made by the Police, or any other authority or by a private person for information which may be confidential, or may concern matters connected with the duties of another Subpostmaster or a Post Office employee, or with regard to the address of a person who resides, or has resided, in the neighbourhood should be referred immediately to the Regional Manager.

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 Manager should be asked to advise in cases of doubt.

CONTACT WITH THE PUBLIC NEWS MEDIA

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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 this right in a responsible manner.

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 para 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. Particular care is necessary when offering spontaneous comment to press or broadcasting reporters or interviewees.

PUBLICATION OF OFFICIAL INFORMATION

8. No Subpostmaster may, without the Regional General Manger'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

9. 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

10. 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.

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USE OF OFFICIAL INFORMATION OR POSITION FOR PRIVATE PURPOSES

11. 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

12. 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)

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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.

(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:

5. 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;

6. is guilty of any act of drunkenness whilst so employed;

7. is guilty of carelessness, negligence or other misconduct whereby the safety of the mail bag or postal packet is endangered;

8. without authority collects, receives, conveys or delivers a postal packet otherwise than in the ordinary course of post;

   gives any false information of an assault or attempt at robbery upon him; or

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10. 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)

11. "Postal packet" means a letter, postcard, reply 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)

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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, telegrams, telephone messages 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 obtains as a result of that work, unless he has written permission to do so.

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

I HAVE READ AND FULLY UNDERSTAND THE STATEMENTS ABOVE AND OVERLEAF AND HAVE RECEIVED A COPY TO RETAIN

Signature .....

.....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.

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SAFETY OF POSTAL PACKETS

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 misconduct which endangers the safety of a mailbag or postal packet is likewise a punishable offence.

TELEGRAMS TELEPHONE MESSAGES

It is an offence, which may be punishable by a heavy fine, to prevent or delay, by any wilful or negligent act, the transmission or delivery of any telegraphic or telephone message; and a person who divulges the contents of such a message, contrary to his duties, is liable to imprisonment.

SECRECY

Under the Official Secrets Acts, 1911 and 1920, it is an offence, among other things, for any person to disclose, otherwise than to an authorised person or in the course of his duty, any matter or information which he has obtained or to which he has access owing to his official position. This covers disclosure in any form, whether oral or in writing, including publication in a speech, lecture, radio or television broadcast, or in the Press or in book form or otherwise of any information acquired as a result of a person's official appointment unless he has previously obtained the official sanction of the Post Office. It is also an offence to retain official documents without authority.

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, e.g. by termination of employment.

(APPENDIX 3 FOLLOWS)

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OFFICIAL SECRETS ACTS

DECLARATION (P301)

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 Acts which are 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 Acts apply to me after my appointment has ceased;

(2) that all the information which I have acquired or to which I have had access owing to my official position is information which is covered by Section 2 of the Official Secrets Act, 1911, as amended, and the Official Secrets Acts apply to all such information which has not already officially been made public.

(3) that the sections of the Official Secrets Acts set out on the back of this document cover material published in a speech, lecture, radio or television broadcast or in the Press or in book form or otherwise and that I am liable to be prosecuted if either in the United Kingdom or abroad I communicate, either orally or in writing, including publication in a speech, lecture, radio or television broadcast or in the Press or in book form or otherwise, to any unauthorised person any information acquired by me as a result of my appointment (save such as has already officially been made public) unless I have previously obtained the official sanction in writing of the Post Office;

(4) that to obtain such sanction, two copies of the manuscript of any article, book, play, film, speech or broadcast, intended for publication, which contains information which I have acquired or to which I have had access owing to my official position, or of any material otherwise to be published which contains such information should be submitted to the Post Office.

I hereby declare that I have surrendered any sketch, plan, model, article, note or document (whether or not classified) made or acquired by me during the tenure of my appointment save such as I have written Post Office authority to retain.

Signed ..... Rank .....

Permanent home address .....

Official address .....Date .....

Signed in the presence of .....Rank .....

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EXTRACTS FROM THE OFFICIAL SECRETS ACTS, 1911 and 1920

SECTION 2 OF THE OFFICIAL SECRETS ACT, 1911, AS AMENDED BY THE OFFICIAL SECRETS ACT, 1920 PROVIDE AS FOLLOWS:

"2(1) If any person having in his possession or control, any secret official code word or pass word, or any sketch, plan, model, article, note, document, or information which relates to or is used in a prohibited place or anything in such a place, or to which has been made or obtained in contravention of this Act, or which has been entrusted in confidence to him by any person holding office under Her Majesty, (see note) or which he has obtained or to which he has had access, owing to his position as a person who holds or has held office under Her Majesty, or as a person who holds or has held a contract made on behalf of Her Majesty, or as a person who is or has been employed under a person who holds or has held such an office or contract:

(a) communicates the code word, pass word, sketch, plan, model, article, note, document, or information to any person, other than a person whom he is authorised to communicate it or a person to whom it is in the interests of the State his duty to communicate it, or

(aa) uses the information in his possession for the benefit of any foreign power or in any other manner prejudicial to the safety or interests of the State;

(b) retains the sketch, plan, model, article, note, or document in his possession or control when he has no right to retain it or when it is contrary to his duty to retain it or fails to comply with all directions issued by lawful authority with regard to the return or disposal thereof; or

(c) fails to take reasonable care of, or so conducts himself as to endanger the safety of the sketch, plan, model, article, note, document, secret official code or pass word or information;

that person shall be guilty of a misdemeanour.

(1A) If any person having in his possession or control any sketch, plan, model, article, note, document, or information which relates to munitions of war, communicates it directly or indirectly to any foreign power, or in any other manner prejudicial to the safety or interests of the State, that person shall be guilty of a misdemeanour.

(2) If any person receives any secret official code word, or pass word, or sketch, plan, model, article, note, document, or information, knowing, or having reasonable ground to believe, at the time when he receives it, that the code word, pass word, sketch, plan, model, article, note, document, or information is communicated to him in contravention of this act, he shall be guilty of a misdemeanour unless he proves that the communication to him of the code word, password, sketch, plan, model, note, document or information was contrary to his desire."

(NOTE: Membership of, or any office or employment under, the Post Office shall be deemed to be an office under Her Majesty and any contract with the Post Office shall be deemed to be a contract with the Post Office: Post Office Act 1969, Schedule 4 para 21).

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SECTION 1 (2) OF THE OFFICIAL SECRETS ACT, 1920, PROVIDES AS FOLLOWS:

" (2) If any person

(a) retains for any purpose prejudicial to the safety or interests of the State any official document, whether or not completed or issued for use, when he has no right to retain it, or when it is contrary to his duty to retain it, or fails to comply with any directions issued by any Government Department of any person authorised by such department with regard to the return or disposal thereof; or

(b) allows any other person to have possession of any official document issued for his use alone, or communicates any secret official code word or pass word so issued, or, without lawful authority or excuse, has in his possession any official document or secret official code word or pass word issued for the use of some person other than himself, or on obtaining possession of any official document by finding or otherwise, neglects or fails to restore it to the person or authority by whom or for whose use it was issued, or to police constable; or

(c) without lawful authority or excuse, manufactures or sells, or has in his possession for sale any such die, seal or stamp as aforesaid;

he shall be guilty of a misdemeanour."

END

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POST OFFICE COUNTERS LTD

SECTION (13M)

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 on behalf of Post Office Counters Ltd at the premises specified. The conditions of the appointment also involve such restrictions on the private business activities of the Subpostmaster as are necessary to ensure the continued viability of Post Office Counters nationwide network.

2. It is, therefore, in the interests of all Subpostmaster 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 constraints;

   v. commercial change giving service;

   vi. phonecard sales on behalf of BT, Mercury or any future phonecard operator with whom POCL obtains or seeks to obtain a contract for the sale of such cards;

   vii. business connected 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.

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viii provision 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 may 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), 6 and 7 above, a Subpostmaster or 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 in 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.

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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 a 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 Manager 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 Manager 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 customers' 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.

END

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SECTION 14 (M)

NON-OBSERVANCE OF RULES: APPEALS PROCEDURES

ALLEGATIONS OF NON-COMPLIANCE OR NON-OBSERVANCE OF RULES

1. Except in cases in which civil or criminal proceedings are contemplated and without prejudice to any subsequent proceedings, the Subpostmaster will be afforded an opportunity of giving a written explanation of any allegation of non-compliance or non-observance of the rules which may have been made against him.

2. The Subpostmaster may at the discretion of the Regional General Manager, if the Subpostmaster wishes to do so, discuss the allegations with the Regional General Manager and may be accompanied by a friend while doing so.

3. Repeated breaches of the rules, even if minor in themselves, may lead to the determination of the contract, and a record will be kept by the Retail Network Manager of any written warnings issued to the Subpostmaster.

REPRESENTATIONS ON POST OFFICE MATTERS

4. A Subpostmaster should address to the Regional Office any representation he may wish to make having reference to his duties, pay or any other Post Office matter.

APPEALS

5. If the Subpostmaster is dissatisfied with the result of his representation he may appeal to the Regional Manager whose decision shall be final except in the case of an appeal about remuneration (see para 15 of Section 2).

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 advice from an outside person. 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 Regional Manager.

END

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POST OFFICE COUNTERS LTD

SECTION 15 (M)

OFFENCES: SUSPENSION: ENQUIRIES BY OFFICERS OF THE INVESTIGATION DIVISION

1. Dishonesty is viewed most seriously and any Subpostmaster or Sub-Office Assistant guilty of, or taking 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 and, in 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 Retail Network 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 the public service, 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 anytime if that course is considered desirable in the interest of Post Office Counters Ltd in consequence of his being arrested, or having civil or criminal proceedings brought or made against him, or 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 admitted, or are suspected and are being investigated. In such cases the Retail Network Manager may require the Subpostmaster to make his premises available at a mutually agreed rate of payment, for the continued provision of Post Office services.

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 that period may, after consideration of the whole of the circumstances of the case, be forfeited wholly or in part. If remuneration is paid it will be less 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.

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 Retail Network Manager confidentially of his knowledge or suspicion.

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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 para 9), also avoid putting that person upon his guard by definite refusal. The Subpostmaster should as soon as possible tell the Retail Network Manager what has happened giving a full report and description of the person so that an immediate report can be made to POID and instruction 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 Retail Network Manager, to whom he should report as provided in the last sentence of para 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 Retail Network 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. They are similarly enjoined to render all possible assistance to officers of the Investigation Division (see below).

ENQUIRIES BY OFFICERS OF THE INVESTIGATION DIVISION

12. The main job of the Investigation Division is to investigate, or to help the Police to investigate, criminal offences against the Post Office, British Telecommunications and the Department for 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 engaged 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 grounds 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 may be put into writing and given in evidence.

FRIENDS AT INVESTIGATION DIVISION INTERVIEWS

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16. At all interviews between ID officers and a Subpostmaster or Sub-Office Assistant, the interviewing officer will first introduce himself, explain the nature of the enquiry. then ask the people the to interviewed if he wished to have a friend present. The introduction and explanation are necessary first steps so that the person to be interviewed knows what is involved when he makes his free personal choice whether or not 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 enquiry. The friend must be a Subpostmaster, Sub-Office Assistant or Post Office employee. 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 the 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.

SEARCHES

20. If a person agrees to his property or house being searched by ID staff the ID officer will ask, before the search is carried out, if he wishes to have a friend present.

21. ID 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 ID 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

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POST OFFICE COUNTERS LTD

SECTION 16 (M)

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

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POST OFFICE COUNTERS LTD

SECTION 17 (M)

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. A legible notice advising the public that the business of Post Office Counters Ltd is available on the premises, should be displayed in a conspicuous position which is clearly visible from the outside of the premises.

TENANCY

2. The Subpostmaster must hold the premises either as owner or on a tenancy subject to at least one quarters 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:

   a. clean, decorate and maintain the sub-office premises inside and out. Persistent failure to keep to a good standard will be regarded as a breach of contract.;

   b. light and heat the sub-office premises to a good commercial standard;

   c. exhibit the sub-office title (i.e. ".POST OFFICE") in large painted letters in a prominent position outside the building.

   d. display externally an approved 'Post Office' lozenge in Wales a bi-lingual lozenge must displayed:

   e. if required, provide convenient space for a letter box;

   f. if required, provide, where no security screen of a type approved by Post Office Counters Ltd already exists, for such a screen or modular counter and screen as Post Office Counters Ltd may specify.

ALTERATIONS TO SUB-OFFICE PREMISES, ACCOMMODATION

4. The Subpostmaster must not, without the prior agreement of the Regional 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.

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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 Manager; POPOS, other notices displayed and leaflets, as required by Post Office Counters Ltd.

Notices and publicity must not be affixed to the counter screen without permission of the Regional Manager.

The Subpostmaster must permit Post Office Counters Ltd to provide (in addition to an anti-bandit screen) any improvement in the standard of security which it decides to be necessary and is prepared to pay for.

RESITING OF POST OFFICE SECURITY EQUIPMENT

7. Where any agreed re-arrangement of sub-office accommodation and/or fittings -see 4 -involves the moving of Post Office security equipment the Subpostmasters 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 Manager agrees improvement is desirable.	
(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.	100%
(d) Subpostmaster wishes to re-arrange his private accommodation, which will reduce Post Office accommodation, though not to a level unacceptable to the Regional Manager, but security equipment will need to be moved.	100%

The above scale is intended as a rough guide only and Regional 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 Manager that he has made proper provision for the safety of Post Office Counters Ltd cash and stock entrusted to his care. If residential accommodation is associated with the sub-office the Subpostmaster must inform the Regional Manager if he does not occupy it himself, or if he ceases to do so, and must immediately inform the Regional Manager if at any time it becomes vacant.

PURCHASE OF FITTINGS

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9. The Subpostmaster may purchase certain fittings, designed specifically for Post Office use, from the Regional Manager who will be able to supply details of what is available.

ADVERTISEMENTS

10. 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.

11. No advertisement or publicity may be exhibited in the part of the premises used for Post Office Counters Business without the consent of Post Office Counters Ltd.

END

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POST OFFICE COUNTERS LTD

SECTION 18 (M)

HOURS, ATTENDANCE, ETC.

INTRODUCTION

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

2. The hours of opening may be altered with the prior permission of the Regional Manager at any time, provided that the new hours are not less than the hours of counter service at para 4 below.

3. The Subpostmaster must not, without permission, vary the hours of public business set by the Regional Manager for his office or transact Post Office Counters business with the public outside those hours except for the sale of postage stamps.

STANDARD COUNTER HOURS OF SERVICE

4. The minimum standard hours of opening 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 set out in Section 1

   However, where a Subpostmaster's private Business is open for longer periods, the Regional Manager may also require the Post Office counter to be open for all or part of that time. No additional payment will be made by Post Office Counters Ltd for any such opening other than that attracted by the extra business.

   Sub-Offices are closed on Sundays and public and bank holidays. Regional Managers will however determine whether opening on some or all of these days is appropriate, taking account of local circumstances.

LUNCHTIME AND HALF DAY CLOSURE (MONDAY TO FRIDAY)

5. At the Subpostmaster's request the Regional Manager may authorise the closure of an office within the times stated in para 4. providing such closure does not conflict with the general pattern of retail trading in the area.

   SUSPENSION OF MIDWEEK HALF DAY CLOSING DURING THE CHRISTMAS AND NEW YEAR PERIOD AND (WHERE APPLICABLE) ON THE THURSDAY PRECEDING GOOD FRIDAY

6. The Regional Manager may suspend any midweek early dosing on any day or days between 18 December and 31 December (Christmas Day and Boxing Day excluded), and on the Thursday before Good Friday. No additional payment will be made by Post Office Counters Ltd for any such opening.

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LOCAL HOLIDAYS

7. The Regional Manager may authorise the closure of a sub-office during the whole or any portion of a Local Holiday. Local Holidays in Scotland which are regarded as equivalent to Bank Holidays do not come under this rule.

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.

END

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POST OFFICE COUNTERS LTD

SECTION 19 (M)

INTRODUCTORY PAYMENT

On the opening of a sub office to be run on the terms of the modified contract a successful applicant will be required, as recognition of the opportunity to run a Post office on behalf of Post Office Counters Ltd, to make an introductory payment. Such payments will be liable for VAT and will be non-returnable.

In the event of Post Office Counters Ltd deciding to close or resite the office, other than at a time of summary termination or resignation by the Subpostmaster in order to avoid summary termination, a compensatory payment will be made to the outgoing Subpostmaster, which will be calculated on the same basis as the introductory payments, but on the level of remuneration at the time of closure or resiting.

FORMER EMPLOYEES OF POST OFFICE COUNTERS LTD

On the opening of a sub office to be run on the terms of the modified contract by a former member of Post Office Counters Ltd staff who worked either in the regarded office, or in an office within the same unit as the regarded of office where surpluses could not be cleared without voluntary redundancy, no payment will be required by the successful applicant as recognition of the opportunity to run a post office on behalf of Post Office Counters Ltd. However on ceasing to hold the appointment as the subpostmaster, the former member of staff will be required to make a payment to POCL which will be based on his remuneration at the time of appointment plus the increase in the Retail Price Index since that date. Such payment will be liable for VAT and will be non returnable

Should Post Office Counters Ltd decide to close or resite the office, other than at a time of summary termination or resignation by the Subpostmaster to avoid summary termination, a compensatory payment which will be calculated on the same basis as the first payment, but on the final level of remuneration, will be made to the outgoing Subpostmaster, netted off against the payment due from the Subpostmaster detailed above.

END

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POST OFFICE COUNTERS LTD

SECTION 20(M)

PUTTING THE CUSTOMER FIRST

INTRODUCTION

1. Post Office Counters Ltd is committed to the principles of Customer First and is training all staff in the relevant processes.

2. Post Office Counters Ltd intends that all Subpostmasters, or their deputies, and their assistants shall be trained in the same process.

THE SUBPOSTMASTER

3. At a time or times considered appropriate, upon reasonable notice being given by Post Office Counters Ltd, the Subpostmasters will ensure that Customer First training is given to all of his staff who are employed on Post Office business.

4. At the time of his appointment, the Regional Manager will make arrangements with the Subpostmaster for him or his deputy to undergo an induction programme into Customer First. Such induction programmes will take due account of the needs of Post Office Counters Ltd.

ASSISTANTS

5. Thereafter the Subpostmaster will make suitable arrangements for his assistants to undergo a similar induction programme into Customer First. He will make full provision for his assistants to participate in ongoing quality improvement activities.

6. The Subpostmaster must make proper provision for newly employed assistants to receive Customer First induction training. He will also make suitable arrangements for such newly employed assistants to participate in ongoing quality improvement activities.

7. Throughout this training programme the Subpostmaster will be able to call upon the support of a designated Quality Support Manager.

END

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COMPLETION STATEMENT

Leonard Haworth & Sons in account with Ms J Wolstenholme

re: GRO Cleveleys

	£		£
Sale price	75,000.00	Halifax plc to redeem existing mortgage	46,025.92
		Allitts Estate Agency commission	1,321.88
		Leonard Haworth & Sons – Costs and Disbursements – Account herewith	309.50
		Balance due to you	27,342.70
	£75,000.00		£75,000.00

£10,000=00 mum & Dad
£10,000=00 Solicitor.
£ 5,000=00 Bank.
£ 2,500=00 Stock (new shop)
£27,500=00 debts.

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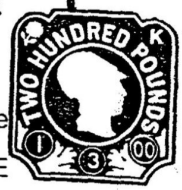
£1430
29/2/00





THIS AGREEMENT is made the 24th day of February 2000 BETWEEN (1) MARK ANTHONY JACKSON and EDITH MARGARET JACKSON ("the Vendor") of 2 Runnymede Avenue Thornton Cleveleys Lancashire and (2) JULIE WOLSTENHOLME and ROGER JOHN HARRISON of GRO Cleveleys ("the Purchaser")





NOW IT IS AGREED AS FOLLOWS:-

DEFINITIONS





1. In this Agreement the following words shall have the following meanings:

1.1 **The Business** : the Business of a post office carried on by the Vendor from the premises known as 2 Runnymede Avenue Thornton Cleveley Lancashire

1.2 **The Book Debts** : all debts accrued to the Vendor in respect of the Business as at the Completion Date including all moneys due for work done but not invoiced prior to the completion date

1.3 **The Completion Date** : On the 25th February 2000

1.4 **The Contracts** : all the current contracts and agreements of the Vendor in relation to the Business

1.5 **The Employees** : the persons engaged in the business as at the Completion Date

1.6 **The Equipment** : all office equipment, furniture, fixtures and fittings in the Property and used in conjunction with the Business

1.7 **The Goodwill** : means the goodwill of the Vendor in connection with the Business and the right for the Purchaser and its assigns to use the name "Cleveleys Post Office" and to represent themselves as carrying on the Business in succession to the Vendor including the benefit of all pending contracts orders and engagements and the right to all lists of customers and suppliers of the Business

1.8 **The Liabilities** : all the liabilities of the Business outstanding at the Completion Date including but not limited to liabilities for Value Added Tax or taxation on profits or chargeable gains and Employees' entitlement up to the Completion Date

1.9 **The Parties** : the Vendor and the Purchaser

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1.10 **The Property** : 2 Runnymede Avenue Thornton Cleveleys Lancashire

1.11 **The Post Office Premises** : the ground floor of the Property used in conjunction with the Business

1.12 **The Transfer Regulations** : the Transfer of Undertakings (Protection of Employment) Regulations 1981

1.13 **The Stock** : all sound undamaged and saleable stock in trade of the Business

SALE AND PURCHASE OF THE BUSINESS

2. Subject to the provisions of this Agreement the Vendor shall sell and the Purchaser shall buy for an aggregate consideration of One hundred and fifty thousand pounds (£150,000.00) with effect from the Completion Date the Business as a going concern comprising the following assets of the Vendor:-

2.1 the Goodwill for the sum of Eighty-two thousand five hundred pounds

2.2 the Equipment for the sum of Seven thousand five hundred pounds

2.3 the Post Office Premises for the sum of Sixty thousand pounds

EXCLUDED ASSETS AND LIABILITIES

3. There shall be excluded from the sale and purchase of the Business and retained by the Vendor:-

3.1 all the statutory books and statutory records of the Vendor

3.2 all amounts recoverable by the Vendor in respect of taxation paid or payable by the Vendor in connection with matters or events occurring on or before the Completion Date

3.3 all cash in hand and at the Bank

3.4 the Liabilities

APPORTIONMENT

4. All rents rates water electricity telephone charges salaries wages and other outgoings and costs for a periodical nature which are chargeable by reference to a period commencing before the Completion Date and ending after the Completion Date shall be apportioned on a time basis and those referable to the period ended on the Completion Date shall be borne by the Vendor and those referable to the period commencing on the day following the Completion Date shall be borne by the Purchaser

COMPLETION

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5.1 Completion of the sale and purchase shall take place on the Completion Date

5.2 On completion the Vendor will:-

5.2.1 deliver the Equipment to the Purchaser together with all Stock

5.2.2 deliver duly executed Assignments of the Goodwill of the Business in the agreed terms

5.3 On completion the Purchaser will pay to the Vendor the balance due on Completion payable by the Purchaser to the Vendor

THE POST OFFICE PREMISES

6. On completion the Vendor shall grant a lease of the Post Office Premises to the Purchaser, such lease to be in the form annexed hereto and for a term of 999 years from the 1st January 2000 at a rent of One ~~hundred~~ pound~~s~~ (~~£100.00~~) £1-00 per annum in respect of which the Purchaser will pay a premium of Sixty thousand pounds (£60,000.00) to the Vendor

EMPLOYEES

7.1 The Employees Contracts of Employment shall at the Completion Date be transferred to the Purchaser under the Transfer Regulations

7.2 The Vendor shall pay to the Purchaser all holiday pay (including bonuses, holiday entitlements and other benefits and emoluments) accrued and due to and not paid to the Employees as at the Completion Date and shall indemnify and keep the Purchaser indemnified in respect of these

7.3 Subject to Clause 8.2 hereof the Purchaser will be responsible for and undertakes to indemnify and keep the Vendor indemnified from and against all accrued holiday pay entitlement and accrued holiday entitlements of the Employees which have accrued up to the Completion Date

7.4 The Purchaser undertakes to indemnify and keep the Vendor indemnified from and against all liabilities obligations costs claims and demands arising from any change in the working conditions or terms of employment of the Employees (or any of them) occurring on or after the Completion Date or from the change of employer by virtue of the Transfer Regulations or from the termination of the employment of any of the Employees after the Completion Date or as a result of any act of omission of the Purchaser arising after the Completion Date

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7.5 The Vendor undertakes to indemnify and keep the Purchaser indemnified from and against all liabilities obligations costs claims and demands arising from or in respect of any of the Employees in so far as and to the extent that the same was caused by any act or omission of the Vendor prior to the Completion date

COLLECTION OF BOOK DEBTS

8.1 The Vendor shall be entitled to collect the Book Debts in such manner as the Vendor considers fit after the Completion Date

8.2 Any payment by a debtor of any of the Book Debts to the Purchaser shall be paid in full to the Vendor within 7 days of the receipt of the monies by the Purchaser

CONTRACTS

9. The Purchaser after the Completion Date will carry out and perform in accordance with their terms the Contracts to the extent that the same have not been performed prior to the Completion Date by the Vendor and shall keep the Vendor indemnified from and against all liabilities obligations costs claims and demands arising from any breach of the terms of the Contracts after the Completion Date

THE LIABILITIES

10. The Vendor agrees to remain solely responsible for the Liabilities (save as expressly provided in this Agreement) and undertakes to discharge the Liabilities and to indemnify the Purchaser fully at all times from and against any and all claims actions proceedings demands liabilities costs and expenses in connection with any of the Liabilities

WARRANTIES

11.1 The Vendor warrants to the Purchaser that the Vendor will carry on the Business from the date hereof until the actual completion date in the manner as heretofor for its own benefit and at its own risk and in particular will not damage or do anything to detract from the Goodwill

11.2 The Vendor warrants that the Equipment are its own absolute property unencumbered by any charge hire purchase or rental agreement

11.3 The Vendor warrants that all the books of account and statutory books and records of the Busniess will be retained by the Vendor for at least 2 years

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after the Completion Date, and the Purchaser may inspect the same and take copies thereof

11.4 The Vendor warrants that all information and facts contained in this Agreement and all information and documents supplied by the Vendor to the Purchaser is true and accurate in all respects

11.5 The Vendor warrants that the Business has been carried on by the Vendor in the ordinary manner other than minor alterations arising in consequence of the carrying on of the Business as aforesaid and that there is no litigation present or pending affecting the Business

11.6 The Vendor has maintain adequate and suitable records regarding the service of each of the employees of the Business and comply with all agreements for the time being relating to them

11.7 The Vendor is and has been at all times in compliance with all legislation regulations and codes of practice in relation to the employees of the Business and no orders awards or other notices have been served on and no other enforcement or similar proceedings have been taken against the Vendor pursuant to any legislation regulations or codes of practice in respect of such employees

ACKNOWLEDGEMENTS

12.1 The Purchaser acknowledges that they are entering into this Agreement without relying upon any warranties representations covenants undertakings or other statements whatever other than those contained in this Agreement and given in written replies to the questions raised by the Purchaser

12.2 The Purchaser acknowledges that the Vendor is entitled to all profits and receipts of the Business and all losses and outgoings for and in respect of the period up to the Completion Date and thereafter until the date of actual completion if for any reason other than the default of the Purchaser the purchase of the Business shall not be completed on the Completion Date

MISCELLANEOUS

13.1 In the event that completion is delayed after the Completion Date for any reason not attributable to default or delay of the Vendor in performing its obligations under this Agreement interest shall be payable (as well as after

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as before Judgement) to the Vendor in respect of the consideration due on the Completion Date at the rate of 4% above the base rate from time to time of the Midland Bank plc such interest to be calculated on a daily basis and to be compounded at quarterly rests

13.2 The terms of this Agreement shall not merge on completion and shall be binding upon and endure for the benefit of the successors of the Parties

13.3 No announcement of any kind shall be made in respect of the subject matter of this Agreement except as specifically agreed between the Parties

CERTIFICATE OF VALUE

14. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Two hundred and fifty thousand pounds (£250,000.00)

AS WITNESS the hands of the Parties the day and year first before written

SIGNED as a Deed by Mark Anthony Jackson and Edith Margaret Jackson in the presence of:-

GRO

GRO

Solicitor
Cleveleys

SIGNED as a Deed by Julie Wolstenholme and Roger John Harrison in the presence of:-

GRO

GRO

Solicitor
Cleveleys

Dear Julie & Roger,

Please take these gifts as an apology for the inconvenience you have suffered over the past few weeks.

I assure you everything is being done to bring your claims to a conclusion in the meantime - enjoy!

Bridlin,
Retail Network North.

GRO

GRO

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POL00118220

2 Runnymede Avenue
Thornton Cleveleys
Lancashire
FY5 1DF

Dear Sir/ Madam

31 March 2000

Complaint

Thank you for bringing your system problems to our attention. I am writing to acknowledge that your complaint has been logged at the Network Business Support Centre. For information the incident number is: H10034620, please quote this if you wish to discuss further this compliant.

Your complaint is receiving our attention and I have raised the complaint with the Horizon System Helpdesk. I am now awaiting for comments from them, as soon as I have any further information, I will contact you.

Yours sincerely

GRO

Bethany Newton
Network Business Support Centre

Tel: GRO

Business Service Management
Post Office Network
Dearne House
Cortonwood Drive
Cortonwood Business Park
Brampton
Barnsley S
Telephone 0
FAX 5424
Facsimile 0
GRO

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6/

Cleveleys Post Office
2 Runnymede Avenue
Thornton Cleveleys
Lancashire
FY5 1DF

Dear Colleague

28th April 2000

System Problems

Further to our telephone conversation of today I am writing to re-iterate the responses that I have received from ICL Pathway relating to the problems that you have been experiencing with the Horizon System.

ICL Pathway have advised me that the problems you have been experiencing are not as straightforward as the engineer, who visited the site originally thought. Although the symptoms looked to the engineer to be an ISDN problem, the line has been checked by Network Support. The line is open and working with no problems. Network Support feel the problem lies with the counter. ICL Pathway are aware the counter has been swapped on multiple occasion's and feel there must be another underlying reason. The call is currently with the Horizon System Helpdesk third line technical support for investigation and has been raised to an 'A' priority (which normally only applies to situations when the Post Office cannot operate at all).

With regards to the fact that your calls were not returned by the Horizon System Helpdesk, unfortunately due to volumes of calls currently being experienced it is causing some outlets to experience delays before responses are made. This issue is currently being addressed at the helpdesk through a plan of recruitment.

Horizon System Helpdesk have advised me they are in constant contact with yourself and your Retail Network Manager but I understand from our telephone conversation of today that you are still not happy with this. I have therefore enclosed an addressed envelope to enable you to make a response to this letter at which point I will continue my investigations with ICL Pathway.

In the meantime, if you wish to contact me please quote incident number H10034620 when telephoning.

Yours sincerely

GRO

Claire Wray
Service Quality Officer
Tel: GRO

Business Service Management
Post Office Network
Dearne House
Cortonwood Drive
Cortonwood Business Park
Brampton
Barnsley S73 0TB
Telephone
Fax
GRO

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POL00118220

(Bundle

Post Office Counters Mystery Shopper Visit Report

Your office was recently visited by a mystery shopper, here are the results of their visit. For an explanation of the Post Office Counters' ongoing survey, please see overleaf.

REPORT MAILING ADDRESS

Preston Group Office
Preston
Birley Street
PR1 1AZ

BRANCH ADDRESS

CLEVELEYS MSPO
2 RUNNYMEDE AVENUE
THORNTON CLEVELEYS
BLACKPOOL
FY5 1DF

VISIT DETAILS

Visit Reference	358137	Date of visit	22-02-00	Time of Entry	15:10

APPEARANCE AND CONDITION

Windows clean	Yes
Exterior paint/woodwork well kept	Yes
Interior free from litter	Yes
Counter screen clean	Yes
Counter screen tidy	Yes
Interior paint/woodwork well kept	Yes

QUEUEING DETAILS

Number of counters open	2
Total Number of people queueing	9
Waiting time (minutes:seconds)	4:02
Was the head of the queue manned (if there was a single queuing system)	No

PRESENCE OF NAME BADGE

The name badge was not visible.

TRANSACTION

Eye contact made	Yes
Polite greeting given	No
Served immediately	Yes
Full attention given	Yes
Pleasant closing statement given	No

PRODUCT KNOWLEDGE

Client	Topic	Response	Reason
A question about insurance services was asked, but is only being assessed for Crown Offices.			
BA5	Benefits Agency envelopes	✓	Correct envelope provided

POST OFFICE

Prepared for Post Office Counters Limited by NOP | Mystery Shopping

POL00118220

Post Office Counters Mystery Shopper Visit Report

Your office was recently visited by a mystery shopper, here are the results of their visit. For an explanation of the Post Office Counters' ongoing survey, please see overleaf.

REPORT MAILING ADDRESS

Preston Group Office
Preston
Birley Street
PR1 1AZ

BRANCH ADDRESS

CLEVELEYS MSPO
2 RUNNYMEDE AVENUE
THORNTON CLEVELEYS
BLACKPOOL
FY5 1DF

VISIT DETAILS

Visit Reference	387638	Date of visit	26-04-00	Time of Entry	12:01

APPEARANCE AND CONDITION

Windows clean	Yes
Exterior paint/woodwork well kept	Yes
Interior free from litter	Yes
Counter screen clean	Yes
Counter screen tidy	Yes
Interior paint/woodwork well kept	Yes

QUEUEING DETAILS

Number of counters open	3
Total Number of people queueing	17
Waiting time (minutes:seconds)	11:10
Was the head of the queue manned (if there was a single queuing system)	No

PRESENCE OF NAME BADGE

The name badge was not visible.

TRANSACTION

Eye contact made	Yes
Polite greeting given	Yes
Served immediately	Yes
Full attention given	Yes
Pleasant closing statement given	Yes

PRODUCT KNOWLEDGE

Client	Topic	Response	Reason
BA4	Cashing an unemployment benefit	✓	Full and Correct Information Given
PF2	Standard International Parcelforce delivery	✓	Correct cost specified

POST OFFICE

Prepared for Post Office Counters Limited by NOP | Mystery Shopping

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Post Office Counters Mystery Shopper Visit Report

Your office was recently visited by a mystery shopper, here are the results of their visit. For an explanation of the Post Office Counters' ongoing survey, please see overleaf.

REPORT MAILING ADDRESS

Preston Group Office
Preston
Birley Street
PR1 1AZ

BRANCH ADDRESS

CLEVELEYS MSPO
2 RUNNYMEDE AVENUE
THORNTON CLEVELEYS
BLACKPOOL
FY5 1DF

VISIT DETAILS

Visit Reference	405918	Date of visit	01-06-00	Time of Entry	11:00

APPEARANCE AND CONDITION

Windows clean	Yes
Exterior paint/woodwork well kept	Yes
Interior free from litter	Yes
Counter screen clean	Yes
Counter screen tidy	Yes
Interior paint/woodwork well kept	Yes

QUEUEING DETAILS

Number of counters open	4
Total Number of people queueing	23
Waiting time (minutes:seconds)	14:30
Was the head of the queue manned (if there was a single queuing system)	Yes

PRESENCE OF NAME BADGE

The name badge was not visible.

TRANSACTION

Eye contact made	Yes
Polite greeting given	Yes
Served immediately	Yes
Full attention given	Yes
Pleasant closing statement given	Yes

PRODUCT KNOWLEDGE

Client	Topic	Response	Reason
RM16	Redirection of Mail	✓	Correct information provided
RM11	Special Delivery service with consequential loss	✓	Correct service and correct price recommended

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Post Office Counters Mystery Shopper Visit Report

Your office was recently visited by a mystery shopper, here are the results of their visit. For an explanation of the Post Office Counters' ongoing survey, please see overleaf.

BRANCH ADDRESS

CLEVELEYS MSPO
2 RUNNYMEDE AVENUE
THORNTON CLEVELEYS
BLACKPOOL
FY5 1DF

VISIT DETAILS

Visit Reference	439069	Date of visit	04-08-00	Time of Entry	16:50

APPEARANCE AND CONDITION

Windows clean	Yes
Exterior paint/woodwork well kept	Yes
Interior free from litter	Yes
Counter screen clean	Yes
Counter screen tidy	Yes
Interior paint/woodwork well kept	Yes

QUEUEING DETAILS

Number of counters open	3
Total Number of people queueing	4
Waiting time (minutes:seconds)	0:26
Was the head of the queue manned (if there was a single queuing system)	Yes

PRESENCE OF NAME BADGE

The name badge was displayed in a holder at the counter position. (Natalie)

TRANSACTION

Eye contact made	Yes
Polite greeting given	Yes
Served immediately	Yes
Full attention given	Yes
Pleasant closing statement given	Yes

PRODUCT KNOWLEDGE

Client	Topic	Response	Reason
NGB4	Transcash fees	✓	Correct cost specified
BA5	Benefits Agency envelopes	✓	Correct envelope provided

POST OFFICE

Prepared for Post Office Counters Limited by NOP | Mystery Shopping

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Post Office Counters Mystery Shopper Visit Report

Your office was recently visited by a mystery shopper, here are the results of their visit. For an explanation of the Post Office Counters' ongoing survey, please see overleaf.

BRANCH ADDRESS

CLEVELEYS MSPO
2 RUNNYMEDE AVENUE
THORNTON CLEVELEYS
BLACKPOOL
FY5 1DF

VISIT DETAILS

Visit Reference	482389	Date of visit	07-11-00	Time of Entry	15:07

APPEARANCE AND CONDITION

Windows clean	Yes
Exterior paint/woodwork well kept	Yes
Interior free from litter	Yes
Counter screen clean	Yes
Counter screen tidy	Yes
Interior paint/woodwork well kept	Yes

QUEUEING DETAILS

Number of counters open	2
Total Number of people queueing	0
Waiting time (minutes:seconds)	0:00
Was the head of the queue manned (if there was a single queuing system)	Yes

PRESENCE OF NAME BADGE

The name badge was not visible.

TRANSACTION

Eye contact made	Yes
Polite greeting given	Yes
Served immediately	Yes
Full attention given	Yes
Pleasant closing statement given	Yes

PRODUCT KNOWLEDGE

Client	Topic		Response		Reason
RM16	Redirection of Mail		✓		Correct information provided
PF7	Parcelforce Standard		✓		Correct information given

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IN CONFIDENCE

To: J Wolstenholme
Subpostmistress
Cleveleys MSPO

copy: Retail Network Manager
E Tagg

From: J M Wilkinson
Network Audit Team

Date: 01 June 2000

AUDIT OF CLEVELEYS MSPO

Detailed below is a brief summary of the areas examined and the findings revealed at our recent audit.

System	Good Controls	Satisfactory Controls	Minor Weakness	Major Weakness	Not Tested
Security	☒	☐	☐	☐	☐
Stock Management	☐	☐	☐	☐	☒
Cash Account	☐	☐	☐	☐	☒
Cash Management	☐	☐	☐	☐	☒
A&L Girobank	☐	☐	☐	☐	☒
Transport Schemes	☐	☐	☐	☐	☒
Utilities schemes	☐	☐	☐	☐	☒
Benefits Agency	☒	☐	☐	☐	☐
MVLs'	☐	☐	☐	☐	☒
MSPOs/ FPOs only	☐	☐	☐	☐	☒
Bureau de Change	☐	☐	☐	☐	☒
PO Foreign Exchange	☐	☐	☐	☐	☒
National Lottery	☐	☐	☐	☐	☒
National Lottery Instants	☐	☐	☐	☐	☒
Littlewoods Scratchcards	☐	☐	☐	☐	☒
Rod Licences	☐	☐	☐	☐	☒
Travel Insurance	☐	☐	☐	☐	☒
MoneyGram	☐	☐	☐	☐	☒
Personal Banking	☐	☐	☐	☐	☒
National Savings	☐	☐	☐	☐	☒
Royal Mail	☐	☐	☐	☐	☒
Horizon	☒	☐	☐	☐	☐

The attached pages detail a more comprehensive report for your information. Please retain one of these reports for your information and return the other one, signing it to confirm that you understand all the points made.

Should you wish to make any comments, please feel free to write on the reverse of this report or contact J M Wilkinson on GRO

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Audit of Cleveleys MSPO

An audit of the above office was undertaken on 1/6/00 led by J M Wilkinson .

Detailed below are our findings and recommendations for your information and attention.
The recommendations in bold were made in a previous audit and had not been implemented at the time of our most recent visit.

Audit Result

£16.32 Surplus. All cash, stock, vouchers and value items on hand have been examined at the audit and found to have been correctly accepted and proper to the current weeks account.

Security

Good security awareness for both physical and personal security. All necessary precautions are taken to safeguard both PO Network assets and Personnel at all times. Alarms were tested at the visit and found to be operational, the Spmr confirms that the alarm system is tested at the required frequency. All office staff are fully aware of all PO Network security policies and the Counter Attack, Hostage , Money Laundering and Crimestoppers packs are available for staff at the office.

Other Client Services

All Pension and Allowance books have been examined at the visit and found to be in date and proper to the office. Books are given the required security at all times. All encashment procedures are known and followed correctly by the Spmr and all vouchers on hand have been accepted and accounted for correctly.

Horizon

Security for the use of the Horizon system is controlled correctly with each user having their own Password and user ID. Access levels are used correctly.
All regulations regarding the maintenance and protection of the system are followed correctly, and the Spmr is aware of contact point and procedures in case of system failure or breakdown.

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Finally, I would like to thank you and your staff for the assistance and hospitality throughout the audit.
Please sign and return one copy of this report to confirm that you understand the points raised.

GRO

Network Audits

It would help us if you could complete the following two questions:-

1. Were the findings in this report discussed on the day of the audit?

   Yes ☐ No ☐

2. Were you given a questionnaire at the end of the audit to complete?

   Yes ☐ No ☐

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

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Mrs J Wolstenholme
Subpostmaster
Cleveleys MSPO
2 Runnymede Avenue
Cleveleys
BLACKPOOL
FY5 1DF

21st June 2000

Dear Julie

It is now ten weeks since the Horizon system within your office was deemed to be fully operational. In the seven weeks prior to this you were given permission to hold losses attributed to the system in Table 2a of your account. I am assured by Transaction Processing that all accounting checks for weeks 49 to 04 have been completed and the majority of error notices for these weeks have been issued.

You may remember we posted several error notices through your account during week 12 . A detailed breakdown of the error notices and resulting balances is attached for your information. The processing of these error notices reduced the original amounts being held in your account to £2497.94.

I must now ask that you make the necessary arrangements to repay this loss

If bringing this loss to account would cause severe financial hardship, you may be allowed to repay the amount by instalments by deduction from your remuneration. This is not an automatic right and you must be aware that, if granted, no further authorities to hold shortages in your account can be issued. i.e. all further losses must be made good immediately

If you have any mitigating circumstances or reasons why you should not repay this loss then you must state them, in writing, to reach me by Monday 10th July 2000. If I do not hear from you by this date I shall assume the amount of £2497.94 has been made good.

Yours sincerely

GRO

Elaine M Tagg
Retail Network Manager

GRO

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15/

(Bundle of 6 letters)

Retail Network Managers Office
Post Office Network North
Birley Street
PRESTON
PR1 1AZ

The Subpostmaster/Officer in Charge
CLEVELEYS SPSO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

The authority to hold an account shortage of £500.00 issued by Elaine Tagg expired on 27 September 2000. The original authority refers to week 19 dated 2 August 2000.

The conditions attached to the authority to hold an account shortage are that the shortage should be made good on expiry of the authority and the Retail Network Managers Office informed on the proforma supplied. To date I have not received notification that the shortage has been made good.

The shortage of £500.00 must be made good immediately. If it would cause you severe financial hardship to make good this shortage then you must contact your RNM immediately so that proposals can be submitted to the Head of Retail Network or The Regional General Manager.

Please complete the tear-off slip reply below and return it to me at the above address.

GRO

Mary Billington
Retail Network Managers Assistant
Telephone GRO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

TO: Mary Billington, Retail Network Managers Assistant

FROM: The Subpostmaster Cleveleys SPSO FAD 153 405

I confirm that the account shortage of £500.00 issued by Elaine Tagg which expired on 27 September 2000 was made good on

To make good this shortage would cause me severe financial hardship and I contacted my RNM accordingly on

Delete as applicable

The original authority refers to week

Subpostmaster Date

Postmaster

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NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

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PART A: **TO BE COMPLETED BY THE RNM**

FROM: **Elaine Tagg Retail Network Manager**

TO: **The Subpostmaster Cleveleys** **FAD: 153405**

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £1906.61 reported in cash account week 21

1. *The shortage is unexplained.*
2. *The shortage is in respect of an error notice advised to the office on*

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of 8 weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 11/10/2000. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: **TO BE COMPLETED BY THE SUBPOSTMASTER**

TO: **Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ**

FROM: **Cleveleys** **FAD:** **153405**

The shortage of £1906.61 reported in the cash account dated 16/08/2000 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....
2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: **TO BE COMPLETED BY ERROR RESOLUTION**

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £1906.61, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

POL00118220

NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: TO BE COMPLETED BY THE RNM

FROM: Elaine Tagg Retail Network Manager

TO: The Subpostmaster Cleveleys FAD: 153405

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £6527.94 reported in cash account week 22

1. *The shortage is unexplained.*
2. *The shortage is in respect of an error notice advised to the office on*

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 00/01/1900. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: TO BE COMPLETED BY THE SUBPOSTMASTER

TO: Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ

FROM: Cleveleys FAD: 153405

The shortage of £6527.94 reported in the cash account dated 23/08/2000 has been cleared in the cash account dated .....

Please delete as applicable

1. An error relating to the discrepancy has been received on .....
2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: TO BE COMPLETED BY ERROR RESOLUTION

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £6527.94, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

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NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: TO BE COMPLETED BY THE RNM

FROM: Elaine Tagg Retail Network Manager

TO: The Subpostmaster Cleveleys FAD: 153 405

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £1478.78 reported in cash account week 23

1. *The shortage is unexplained.*
2. *The shortage is in respect of an error notice advised to the office on*

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of 8 weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 25/10/2000. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: TO BE COMPLETED BY THE SUBPOSTMASTER

TO: Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ

FROM: Cleveleys FAD: 153 405

The shortage of £1478.78 reported in the cash account dated 31/08/2000 has been cleared in the cash account dated .....

Please delete as applicable

1. An error relating to the discrepancy has been received on .....
2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: TO BE COMPLETED BY ERROR RESOLUTION

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £1478.78, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

POL00118220

NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: TO BE COMPLETED BY THE RNM

FROM: Elaine Tagg Retail Network Manager

TO: The Subpostmaster Cleveleys FAD: 153405

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £3261.94 reported in cash account week 32

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of 8 weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 27.12.00. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: TO BE COMPLETED BY THE SUBPOSTMASTER

TO: RNM Office, Birley Street, PRESTON, PR1 1AZ

FROM: Cleveleys FAD: 153405

The shortage of £3261.94 reported in the cash account dated 1.11.00 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....

2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: TO BE COMPLETED BY RNM ASSISTANT

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £3261.94, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

POL00118220

Retail Network Managers Office
Post Office Network North
Birley Street
PRESTON
PR1 1AZ

The Subpostmaster / Officer in Charge
CLEVELEYS SPSO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

The authority to hold an account shortage of £281.27 issued by Elaine Tagg expired on 11 October 2000. The original authority refers to week 21 dated 16 August 2000.

The conditions attached to the authority to hold an account shortage are that the shortage should be made good on expiry of the authority and the Retail Network Managers Office informed on the proforma supplied. To date I have not received notification that the shortage has been made good.

The shortage of £281.27 must be made good immediately. If it would cause you severe financial hardship to make good this shortage then you must contact your RNM immediately so that proposals can be submitted to the Head of Retail Network or The Regional General Manager.

Please complete the tear-off slip reply below and return it to me at the above address.

GRO

Mary Billington
Retail Network Managers Assistant
Telephone GRO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

TO: Mary Billington, Retail Network Managers Assistant

FROM: The Subpostmaster Cleveleys SPSO - FAD 153 4[illegible]

I confirm that the account shortage of £281.27 issued by Elaine Tagg which expired on 11 October 2000 was made good on:

To make good this shortage would cause me severe financial hardship and I contacted my RNM accordingly on:

*Delete as appropriate

The original authority refers to week 21

Subpostmaster Date

Date stamp

479

POL00118220

Post Office Counters Ltd.
Your Receipt

Cleveleys
2 Sunnymede Avenue

Thornton Cleveleys
Lancashire
FY5 1DF

VAT REG No. 243 1700 02
Wed 16 Aug 2000 19:14
SESSION : 1-142067

Loss a 2a in
@ 500.00 500.00-

TOTAL DUE TO CUSTOMER 500.00

TO CUSTOMER 500.00
BALANCE 0.00

Thank You

E COMPLETED BY THE RNM

Manager

eys FAD: 153405

) CARRY A CASH ACCOUNT SHORTAGE

00.00 reported in cash account week 19

an error notice advised to the office on

n Table 2(a) of the cash account for a maximum period of 8
carried out.

ely should an error notice relating to the discrepancy be
.09.00. If you are unable to make good this shortage at
ıtact your RNM and Error Resolution immediately.

and return the whole form to Error Resolution
ared from your cash account.

Part B: **TO BE COMPLETED BY THE SUBPOSTMASTER**

TO: **Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ**

FROM: **Cleveleys** **FAD:** **153405**

The shortage of £500.00 reported in the cash account dated 02.08.00 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....

2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... **Dated** .....

Part C: **TO BE COMPLETED BY ERROR RESOLUTION**

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £500.00, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....**Error Resolution**

480

POL00118220

NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: TO BE COMPLETED BY THE RNM

FROM: Elaine Tagg Retail Network Manager

TO: The Subpostmaster Cleveleys FAD: 153405

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £1906.61 reported in cash account week 21

1. *The shortage is unexplained.*
2. *The shortage is in respect of an error notice advised to the office on*

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of 8 weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 11/10/2000. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: TO BE COMPLETED BY THE SUBPOSTMASTER

TO: **Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ**

FROM: **Cleveleys** FAD: **153405**

The shortage of £1906.61 reported in the cash account dated 16/08/2000 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....
2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: TO BE COMPLETED BY ERROR RESOLUTION

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £1906.61, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

481

POL00118220

POST OFFICE

This authority replaces the previous authority for £2,419.22.

482

with compliments

Post Office Network
Post Office Counters Ltd
Birley Street
Preston
PR1 1AZ
Telephone GRO

Post Office Counters Ltd Registered in England
No. 3154540 Registered Office Gavrelle House
2-14 Bunhill Row London EC1Y 8HQ

POL00118220

NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: **TO BE COMPLETED BY THE RNM**

FROM: **Elaine Tagg Retail Network Manager**

TO: **The Subpostmaster Cleveleys** **FAD: 153405**

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £6527.94 reported in cash account week 22

1. *The shortage is unexplained.*
2. *The shortage is in respect of an error notice advised to the office on*

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 00/01/1900. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: **TO BE COMPLETED BY THE SUBPOSTMASTER**

TO: **Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ**

FROM: **Cleveleys** **FAD:** **153405**

The shortage of £6527.94 reported in the cash account dated 23/08/2000 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....
2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... **Dated** .....

Part C: **TO BE COMPLETED BY ERROR RESOLUTION**

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £6527.94, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....**Error Resolution**

POL00118220

NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: TO BE COMPLETED BY THE RNM

FROM: Elaine Tagg Retail Network Manager

TO: The Subpostmaster Cleveleys FAD: 153 405

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £1478.78 reported in cash account week 23

1. *The shortage is unexplained.*
2. *The shortage is in respect of an error notice advised to the office on*

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of 8 weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 25/10/2000. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: TO BE COMPLETED BY THE SUBPOSTMASTER

TO: Error Resolution, Operations, 3, Infirmary St., Leeds. LS1 1AJ

FROM: Cleveleys FAD: 153 405

The shortage of £1478.78 reported in the cash account dated 31/08/2000 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....
2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: TO BE COMPLETED BY ERROR RESOLUTION

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £1478.78, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

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POL00118220

Retail Network Managers Office
Post Office Network North
Birley Street
PRESTON
PR1 1AZ

The Subpostmaster/Officer in Charge
CLEVELEYS SPSO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

The authority to hold an account shortage of £500.00 issued by Elaine Tagg expired on 27 September 2000. The original authority refers to week 19 dated 2 August 2000.

The conditions attached to the authority to hold an account shortage are that the shortage should be made good on expiry of the authority and the Retail Network Managers Office informed on the proforma supplied. To date I have not received notification that the shortage has been made good.

The shortage of £500.00 must be made good immediately. If it would cause you severe financial hardship to make good this shortage then you must contact your RNM immediately so that proposals can be submitted to the Head of Retail Network or The Regional General Manager.

Please complete the tear-off slip reply below and return it to me at the above address

GRO
Mary Billington
Retail Network Managers Assistant
Telephone: GRO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

TO: Mary Billington, Retail Network Managers Assistant

FROM: The Subpostmaster Cleveleys SPSO - FAD 153 405

*I confirm that the account shortage of £500.00 issued by Elaine Tagg which expired on 27 September 2000 was made good on .....

*To make good this shortage would cause me severe financial hardship and I contacted my RNM accordingly on .....

*Delete as applicable

The original authority refers to week 19

....
Subpostmaster Date

Datestamp

485

POL00118220

Retail Network Managers Office
Post Office Network North
Birley Street
PRESTON
PR1 1AZ

The Subpostmaster/Officer in Charge
CLEVELEYS SPSO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

The authority to hold an account shortage of £281.27 issued by Elaine Tagg expired on 11 October 2000. The original authority refers to week 21 dated 16 August 2000.

The conditions attached to the authority to hold an account shortage are that the shortage should be made good on expiry of the authority and the Retail Network Managers Office informed on the proforma supplied. To date I have not received notification that the shortage has been made good.

The shortage of £281.27 must be made good immediately. If it would cause you severe financial hardship to make good this shortage then you must contact your RNM immediately so that proposals can be submitted to the Head of Retail Network or The Regional General Manager.

Please complete the tear-off slip reply below and return it to me at the above address

GRO
Mary Billington
Retail Network Managers Assistant
Telephone: GRO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

TO: Mary Billington, Retail Network Managers Assistant

FROM: The Subpostmaster Cleveleys SPSO - FAD 153 405

*I confirm that the account shortage of £281.27 issued by Elaine Tagg which expired on 11 October 2000 was made good on .....

*To make good this shortage would cause me severe financial hardship and I contacted my RNM accordingly on .....

*Delete as applicable

The original authority refers to week 21

....
Subpostmaster Date

Datestamp 486

POL00118220

Retail Network Managers Office
Post Office Network North
Birley Street
PRESTON
PR1 1AZ

The Subpostmaster/Officer in Charge
Cleveleys SPSO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

The authority to hold an account shortage of £6527.94 issued by Elaine Tagg expired on 18 October 2000. The original authority refers to week 22 dated 23 August 2000.

The conditions attached to the authority to hold an account shortage are that the shortage should be made good on expiry of the authority and the Retail Network Managers Office informed on the proforma supplied. To date I have not received notification that the shortage has been made good.

The shortage of £6527.94 must be made good immediately. If it would cause you severe financial hardship to make good this shortage then you must contact your RNM immediately so that proposals can be submitted to the Head of Retail Network or The Regional General Manager.

Please complete the tear-off slip reply below and return it to me at the above address

Mary Billington
Retail Network Managers Assistant
Telephone: GRO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

TO: Mary Billington, Retail Network Managers Assistant

FROM: The Subpostmaster Cleveleys SPSO - FAD 153 405

*I confirm that the account shortage of £6527.94 issued by Elaine Tagg which expired on 18 October 2000 was made good on .....

*To make good this shortage would cause me severe financial hardship and I contacted my RNM accordingly on .....

*Delete as applicable

The original authority refers to week 22

....
Subpostmaster Date

Datestamp 487

POL00118220

Retail Network Managers Office
Post Office Network North
Birley Street
PRESTON
PR1 1AZ

The Subpostmaster/Officer in Charge
Cleveleys SPSO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

The authority to hold an account shortage of £1478.78 issued by Elaine Tagg expired on 25 October 2000. The original authority refers to week 23 dated 30 August 2000.

The conditions attached to the authority to hold an account shortage are that the shortage should be made good on expiry of the authority and the Retail Network Managers Office informed on the proforma supplied. To date I have not received notification that the shortage has been made good.

The shortage of £1478.78 must be made good immediately. If it would cause you severe financial hardship to make good this shortage then you must contact your RNM immediately so that proposals can be submitted to the Head of Retail Network or The Regional General Manager.

Please complete the tear-off slip reply below and return it to me at the above address

Mary Billington
Retail Network Managers Assistant
Telephone: GRO

AUTHORITY TO HOLD ACCOUNT SHORTAGE

TO: Mary Billington, Retail Network Managers Assistant

FROM: The Subpostmaster Cleveleys SPSO - FAD 153 405

*I confirm that the account shortage of £1478.78 issued by Elaine Tagg which expired on 25 October 2000 was made good on .....

*To make good this shortage would cause me severe financial hardship and I contacted my RNM accordingly on .....

*Delete as applicable

The original authority refers to week 23

....
Subpostmaster Date

Datestamp

488

POL00118220

NORTHERN TERRITORY
POST OFFICE COUNTERS LTD.

PART A: TO BE COMPLETED BY THE RNM

FROM: Elaine Tagg Retail Network Manager

TO: The Subpostmaster Cleveleys FAD: 153405

AUTHORITY TO CARRY A CASH ACCOUNT SHORTAGE

Authority is given to carry the shortage of £3261.94 reported in cash account week 32

The shortage may exceptionally be carried in Table 2(a) of the cash account for a maximum period of 8 weeks, whilst accounting checks are being carried out.

The shortage must be cleared immediately should an error notice relating to the discrepancy be received, or made good no later than 27.12.00. If you are unable to make good this shortage at the end of this period then you must contact your RNM and Error Resolution immediately.

NB: Please complete Part B of this form and return the whole form to Error Resolution at Leeds once the shortage has been cleared from your cash account.

Elaine Tagg Retail Network Manager

Part B: TO BE COMPLETED BY THE SUBPOSTMASTER

TO: RNM Office, Birley Street, PRESTON, PR1 1AZ

FROM: Cleveleys FAD: 153405

The shortage of £3261.94 reported in the cash account dated 1.11.00 has been cleared in the cash account dated .....

Please delete as applicable

1.An error relating to the discrepancy has been received on .....

2. No error notice relating to the discrepancy has been received and the shortage has been made good by cash/cheque on .....

Signed ..... Dated .....

Part C: TO BE COMPLETED BY RNM ASSISTANT

TO: Elaine Tagg Retail Network Manager

Confirmation has been received that the shortage of £3261.94, being carried by Cleveleys has been cleared in the cash account dated .....

Signed .....Error Resolution

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POL00118220

9.07.00

2 Runnymede Ave,
Thornton,
Cleveleys.
F45 1DF.

Dear Elaine,

As you are fully aware of all the problems we have incurred with the Horizon System since going live on 7.2.00 we would have thought that this alone would have been a good enough reason as to why we should not have to repay any losses for the period when the system was not fully operational. We know that one of the reasons the system continuously crashed was because of an [illegible] line problem, because of this it could not send or receive data accuratley. Consequently a memory loss continued to occur due to continues crashing and dumping of data. This problem continued for 10 weeks in which time the base unit was swapped 9 times, to no avail. We cannot say how dismayed we were to find out this problem could and should of been rectified within 24 hours. Unfortunatley we are a private business governed by yourselves and therefore did not have the option to replace the system by going to an alternative supplier, because we should not have been expected to work, let alone balance under the conditions imposed upon us.

From 7.2.00 to 17.04.00 all balances within these dates surely cannot be taken into consideration. It is now July and we are still receiving error notices for this period, so how can the figure of £2697.96 be derived.

We are deeply upset that we are not being compensated rather than being penalised for faulty installation/equipment when both Post-Office Counters and I.C.L Pathways were fully aware of all the problems we were having with wrong data input/output, eg. comms, Ca hardware.

We hope this problem will be resolved in our favour.

POL00118220

Senior Manager Visits Form

Note: Categories indicated with an asterix - please mark with an 'X' where appropriate

Visitor Details

Name of visitor	Sharmuan Niel

Outlet Details

Outlet name	Cleveleys MSPO
Fad code	153405
Territory	North
Date of visit (e.g. 21/06/00)	22/08/00
Time of visit	1120
Waiting Time (in minutes and seconds)	05:30
Outlet Manager's Name	Julie Wolstenholme
RNM Name	Elaine Tagg

Service Provision

	* Minimum Standards	
	Met	Not Met
Name badge correctly displayed	X	
Friendly greeting	X	
Closing statement	X	
Eye contact	X	
Full attention	X	

Staff Appearance

	* Minimum Standards	
	Met	Not Met
Current Careerwear worn (BOs, HPOs & IFPOs)		
Shirt & tie, smart dress (MSPOs & Top 3000 SPSOs)	X	
Well groomed (all outlets)	X	

Cleanliness & Decor - Interior

(includes walls, ceilings, floors, screens)	* Minimum Standards	
	Met	Not Met
Clean	X	
Tidy/ litter free	X	
In good repair	X	
Notices (current, and not hand-written)	X	

Cleanliness & Decor - Exterior

(includes fascia, frontage, lozenge, windows)	* Minimum Standards	
	Met	Not Met
Clean/ graffiti free (all aspects of exterior)	X	
In good repair (all aspects of exterior)	X	
	* Yes	* No
Current lozenge	X	
Current fascia	X	

Sales

	* Yes	* No
Clerk demonstrates upselling or cross selling		X
Sales Performance discussed	X	
Hotspots identified	X	
Product of Month visible	X	

Drivers For Affecting Sales Performance

Currency - few outlets in town so this does well all the year round.

Stamps at Christmas.

Car tax is a good earner.

General

	* Yes	* No
Planning calendar displayed		X
Service Action Plan completed		X
Deployment log completed		X
Sales Performance information displayed		X
Sales Through Service poster displayed		X

Customer Feedback

(any improvement opportunities for the office?)

"Service is OK - I come here for car tax and usually have to queue."

"I'm very happy with the service. It's convenient and the staff are very pleasant and helpful."

Overall

* Minimum Standards	
Met	Not Met
X	

Additional Comments

This is a very busy office all the year round - not just during the holiday season. They have had a lot of problems with Horizon, principally related to balancing and system failures in the early days. However, they continue to persevere and accept that the system has the potential to improve business opportunities. It has also cut down on some of the paperwork, which they appreciate.

Ideas to Improve Outlet Efficiency

The provision of a bureau sign above the end position where they do currency transactions would facilitate the management of this work, preventing people from having to queue. They requested a sign some time ago but this has not yet been forthcoming. I have included it as an action point below in the hope that one can be provided now.

Agreed action points

Activity	Led by	Date of Completion
Obtain a sign to place over the bureau position	Sam Richardson (via appropriate contacts)	30/09/00
Provide a neatly typed notice for the head of queue position relating to the need to make cheques payable to Post Office Counters Ltd.	Sharmian	31/08/00

Please send a copy of this form to: the outlet manager, the RNM, the HoRN, Sam Richardson and any other managers who are leading on an action point listed above.

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POL00118220

Mrs Julie Wolstenhome
Subpostmaster
Cleveleys Post Office
2 Runnymede Avenue
Thornton
CLEVELEYS
Lancashire
FY5 1DF

24 August 2000

Dear Julie

I was sorry that I was not able to talk to you personally for very long when I called on Tuesday to carry out a "Setting the Standard" checklist visit, but I should like to thank Roger for taking the time to discuss the report I prepared, in spite of all the many other calls on his time.

As I explained at the time, I promised to let you have a copy of the report on completion, and this is attached for you to keep. I am pleased to say that the office met all the standards, and I particularly enjoyed the brief opportunity to talk to your team.

As promised, I also enclose two copies of a notice I have prepared for you to use to advise customers to make cheques payable to Post Office Counters Ltd, and I hope they are satisfactory for your needs. Please trim the sheets to fit your counter display panels.

Thank you again for an enjoyable visit, and may I wish you continuing success with the business.

Yours sincerely

GRO

Sharmian R M Niel TD
Project Manager
Personnel Deployment Team

Telephone: GRO

Copy: Elaine Tagg, Retail Network Manager

Post Office Network
Post Office Counters Ltd
Human Resource Service Centre
Capstan House
Chandlers Point
35 Broadway
Salford Quays
Salford M5 2PB
Telephone GRO
www.postofficecounters.co.uk

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POL00118220

POST OFFICE

Post Office Counters Ltd. **Pay Advice**

Mrs Julie Wolstenholme
Cleveleys PO
2 Runnymede Avenue
THORNTON CLEVELEYS
FY5 1DF

422_J84526_1S0P2_2513

Personal Information			
Name	Mrs Julie Wolstenholme	Pay Number	00097744
Payment Date	31.08.2000	Year to Dates	30185.39
Tax Code	NT Cum.	Tax Period	05
Tax Ref.	GRO		
NI Number		NI Table	A
Pay Method	BACS	Office Number	153405
Contract	MSPO	Hourly Rate	

Message

Taxable Payments			Deductions		
Description	Hours	Amount	Description	Amount	Balance
MSPO Core Payment		1402.00	Tax Paid	0.00	
Total Product Payment		4334.65	NI Paid	199.00	
Non Taxable Payments					
Total Gross Payments		5736.65	**Total Deductions**	199.00	
			Net Payment	5537.65	

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POL00118220

8

Clevaleys
11:45 21/10/2000 CAP:31 FAD: 153405X
Giro Deposits - Office Copy PP:01 BU: AS

ACCOUNT NUMBER	VALUE	FEE
0439321	20.00	1.00
2576600	20.30	1.00

TOTALS:	VOLUME	VALUE	FEE
	4	20.60	4.00

*** END OF REPORT ***

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POL00118220

POST OFFICE

Mrs J Wolstenholme
Subpostmaster
Cleveleys MSPO
2 Runnymede Avenue
CLEVELEYS
Blackpool
FY5 1DF

3rd November 2000

Dear Julie

Further to my visit of today, I will send written authorisation to hold the shortage of £3261.94 from the balance of Wednesday 1st November 2000, week 32, in table 2a of your cash account.

This now puts the total amount being held in your account at £13,620.57. I appreciate £500 of this a remittance shortage awaiting clearance from Chesterfield and a further £2497.94 , which is part of the total of Cash Shortage B £5679.36, is still under investigation as a disputed system failure.

However of the remaining losses of £10,622.63, the sum of £7,360.69 has now exceeded the normal 8 week period in which losses are allowed to be held. This situation can no longer be allowed to continue and I must ask that you regularise your account and clear the sum of £7360.69 from Table 2a during week 33, week ending Wednesday 8th November 2000. I have enclosed a detailed breakdown of the losses which was drawn from the office balances.

If making good these losses would cause you severe financial hardship, and on proof of such hardship, arrangements may be made to allow repayment by deductions from your remuneration over a maximum period of 12 months. You should be aware, however, that all losses including that from week 32 of £3261.94, would become payable under this system and authority to hold any further losses cannot be given during the period of repayment.

As the office cash and stock was verified as correct by myself and Carol Hargreaves, Retail Network Manager, on Thursday 2nd November 2000 please be aware that any future discrepancies in your office accounts must be rectified immediately. All error notices must be brought to account in the week they are received and the resulting surplus or gain made good during the same balance period.

I must strongly advise you to immediately implement the checking procedures we discussed during my recent visits i.e. the manual recording of data you feel has been miscalculated by your Horizon system and the recording of all error notices received (using the proforma I left with you recently). Can I also take this opportunity to advise you that accurate accounting within the office is your responsibility and whilst I can advise you on best practice the introduction of such practices lies with you.

495

Post Office Network
with you
Post Office Counters
Birley Street
Preston

POL00118220

/If I

If I have not had a written request from you regarding repayment by deductions by Friday 10th November, 2000, or written details of how you intend to repay these losses, I shall assume the amount of £7360.69 has been dropped from you account and that the only shortages then being held will be the remittance shortage of £500, the disputed loss of £2497.94 and the loss from week 32 of £3261.94 which will be due for repayment within 8 weeks .

I do appreciate that this is a difficult situation to resolve but feel that I can no longer allow the losses to be held indefinitely and that ultimately the resolution of this problem will benefit us all.

Yours sincerely,

GRO

Elaine Tagg
Retail Network Manager

POL00118220

5th July 2000

CLEVELEYS MSPO - At week 15 office transferred to individual stock units week 15 balance should 0.00 result. An assumption is made that at this point all stock and cash was accurately recorded. Office was last audited 1st June 2000 when result was £16.32 surplus.

Week Number	Result of Balance	Comments
16	£15.03 surplus ,	No error notices processed
17	£1613.38 shortage	No error notices processed
18	£1168.93 surplus	No error notices processed
19	£2156.56 shortage	£40 claim e/notice bta
20	£2065.80 shortage	£9 charge e/notice bta and previous shortage not made good
21	£1906.61 shortage	No error notices processed and previous shortage not made good
	posted to suspense as cash shortage C, later reduced as below	
22	£1625.34 surplus	£2419.22 charge e/notice bta plus £50.00 charge e/notice bta
	used to reduce previous weeks shortage to £281.27 - cash shortage C	
23	£1478.78 shortage	£85.25 charge e/notice bta
	Shortage added to **Cash Shortage C** which now equals **£1760.05**	
24	£2.06 surplus	
	£4030 Giro e/notice posted to suspense and shown as part of **Cash Shortage B** (2497.94 +4 030.00) £6527.940	
	reduced by claim error notices by £848.35 in week 33 to **£5679.36**	
25	£2411.30 surplus	assumed withdrawn from account
26	£309.27 surplus	£50 claim e /notice bta and assumed surplus withdrawn
27	£259.44 shortage	No e/notices processed
28	219.50 shortage	No e/notices processed and assumed previous weeks shortage not made good

POL00118220

29	£83.67 shortage	No error notices processed and assumed previous weeks shortage not made good
30	£332.08 shortage	£242.85 charge e/notice bta like previous weeks shortage and assumed not made good
31	£193.59 surplus	No error notices processed - subpostmaster said surplus was not withdrawn - we know foreign was overstated by almost £2k so would have expected account to be this amount over
32	£3261.94 shortage	No error notices processed

posted to suspense and added to £500 rem shortage part of **Cash Shortage A £3761.94**

AUTHORISED CASH SHORTAGES

rem shortage from week 21 £500
shortage from week 32 £3261.94
Cash Shortage A total **£3761.94**

Horizon system - possible malfunction from weeks 1 - 7 £2497.94
Giro Error Notice bta week 24 £4030.00
Less error notice of £799.65 from week 18/19
Less error notice of £48.93 from week 18.19
Cash Shortage B total **£5679.36**

Week 21 shortage reduced by week 22 surplus £281.27
Week 23 shortage £1478.78

Cash Shortage C total **£1760.05**

Error notices (for foreign currency) bta week 23 £2419.22

Cash Shortage D total **£2419.22**

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TOTAL IN SUSPENSE AT WEEK 33 £13,620.57 (disputed amount=£2497.94
rem shortage awaiting clearance £500
week 32 loss £3261.94)

TOTAL DIRECTLY ATTRIBUTED TO ERROR NOTICES /MISBALANCES = £10,622.63

Losses to be made good immediately £7360.69 If payment by deduction authorised total amount of £10,622.63 would need to be accounted for

Assumptions have been made that may or may not be correct but for accounting purposes have needed to be made.

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CLEVELEYS MSPO

3.11.00

2 RUNNYMEDE AVE,

THORNTON CLEVELEYS.

Dear Elaine,

Re. letter dated 3.11.00 asking for payment of £7360-69. As we are still in major dispute that our Horizon System has, for the past 9 months not been operating correctly. We strongly believe we cannot be held responsible for these losses, and we cannot understand such a large organisation as Post Office Counters Ltd, can just sit back for so long and let a business suffer as we have. It is totally beyond us.

We have now been in touch with the Federation in the hope that this whole matter will be resolved.

yours sincerely

GRO

J. WOLSTENHOLME

SUB-POSTMISTRESS.

500

POL00118220

Mrs J Wolstenholme
Subpostmaster
Cleveleys MSPO
2 Runnymede Avenue
CLEVELEYS
Blackpool
FY5 1DF

20th November 2000

Dear Julie

Thank you for your undated letter which I received on Saturday 10th November 2000.

I am disappointed that you have not made good the losses nor provided details of how you intend to repay the losses currently held in your account, as asked for in my letter of 3rd November 2000.

I appreciate that you main concern is that the Horizon system in your office may be malfunctioning but can assure you that ICL Pathway are currently undertaking, on behalf of Post Office Network, extensive checks on your system. Early indications from the engineers are that the system is operating correctly and no malfunctions, other than those currently being experienced by other offices due to the upgrade and which do not affect the office balance, have so far been found .

A full "health check" was given to your system in week 4, 13th April, 2000 and you were advised at that time, verbally by me, that your system had no malfunctions. Indeed between then and week number 15, 5th July, 2000 your balancing was as expected for an office of this size and as I received no communication from you I can only assume that you had accepted the findings.

However we cannot ignore the conclusion that accounting errors are responsible for the losses and following my visit of Wednesday 15th November, 2000 when I was accompanied by Carol Hargreaves to undertaken operational checks, it would appear there are no robust checking procedures in place at your office. To date 38 error notices have been issued to your office which substantiates that checking procedures in your office are minimal. Had even a cursory check been made of the office balance then the majority of these errors would have been discovered prior to the cash account having been produced. I was concerned to find that, during my visit of 15th November, no attempts were made to verify the losses or gains in individual stocks nor was any check of documents on hand undertaken.

Post Office Network
Post Office Counters Ltd
Sibley Street
[illegible]
PR1 1AZ

501

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If you cannot provide any proof that the Horizon system is responsible for your losses then the losses currently held in your account will need to be made good in line with my letter of 3rd November, 2000.

I do urge you , once again, to seek the support of the National Federation of Subpostmasters in the hope that they may be able to assist you in putting forward your case.

You are reminded that under Section 9.12 of your contract for service with Post Office Network a subpostmaster is responsible for all losses incurred at his office. You are also remind that under Section 1.5 of the same contract retention of your appointment as Subpostmaster depends on the office being well managed and the work performed properly to the satisfaction of Post Office Network.

I ask, once again, that you submit to me, in writing, by Monday 27th November 2000, how you intend to repay the losses held in your account. Failure to make good the losses or provide details on how you intend to do so will bring into doubt your suitability to remain as the subpostmaster at Cleveleys MSPO.

Please be assured that you will be given every opportunity to put your case forward but this situation must be resolved as soon as possible to ensure that further losses are minimised.

Yours sincerely

GRO

Elaine Tagg GRO
Retail Network Manager

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CLEVELEYS MSPO

I visited Cleveleys MSPO with Elaine Tagg Retail Network Manager on 2 November 2000 and again on 15 November 2000.

The first visit on 2 November 2000 was to assist Elaine to discover what faults had occurred, with the Horizon system at the office during their balance the evening before. We found that two stock units had not been balanced due to incorrect stock figures appearing on the adjust stock screen. I had experienced this problem at one of my offices and it was solved by running a balance snapshot which showed the correct figures, and then going back to the adjust stock screen to confirm they were now correct. I had been told by the Helpline that the problem was caused by running reports for the stock unit on different terminals in the office. We advised the Subpostmaster to use one terminal to run off all reports.

We checked the cash and stock held in all stock units was correct before we ran off the office snapshot to check all the daily work had been recorded correctly. The office balance showed a discrepancy in excess of £2K and the Subpostmaster could give no reason for this loss.

The Subpostmaster was adamant that Horizon is the cause of the losses both on the day and previous weeks. We found no evidence to support this allegation. Indeed during the course of the day we observed the checking procedures at the office and found that no real checks are completed. We advised the Subpostmaster that she must check all transactions against the relevant reports and record them on 'daily sheets ', which Elaine supplied. The Subpostmaster was very reluctant to add extra work to her workload and Elaine explained that if she did suspect that the Horizon system was the cause of the office losses than she would have to prove this as a fact and this checking system would assist her to do this. Elaine told her that she would arrange for diagnostic checks to be made on the Horizon system. There were several error notices at the office which did prove that necessary checks are not carried out on the work conducted at the office.

On the second visit which was made to check on operational procedures and if these had been implemented since our first visit. It was immediately obvious that our advice had been ignored and no checking procedures had been put in place. During the evening we checked the Bureau de Change balance and found this had been incorrectly completed with three currencies found to have been wrongly accounted for. The number of travellers cheques on hand were some £4K more than declared on the reports.
The Subpostmaster was aware that one of the currencies was showing a negative figure on the declaration but had ignored this, not sought advise on how to correct this and carried on to balance. She said she didn't know about balancing travellers cheques and as these were non value stock until sold this hadn't effected the balance.
The Bureau had been balanced at lunchtime, with transactions conducted after the balance being carried over to the next day. This procedure could amount to false accounting as all the transactions were not being correctly recorded in the accounting

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week they were transacted. Not being an expert on how the bureau should be balanced we did not mention this at the time to give Elaine the opportunity to check the correct procedure.

The stock units were balanced by the individual clerks and two of the clerks showed large shortages. These stock units were checked, one by myself, and no discrepancies were found. The shared stock units AA & RJ were balanced by the Subpostmaster and her husband and it was observed that when the AA stock was taken to trial report stage the loss was noted and this amount was transferred from RJ stock unit to AA without any attempted to discover why the misbalance had occurred. When RJ was balanced it showed a surplus of £70. This misbalance was just accepted without any checks being carried out. As so few transactions are conducted through this stock unit it was surprising that the misbalance was so readily accepted without trying to find what had occurred to make this stock unit misbalance.

The cash and stock in all the stock units are not recorded on any official forms but bits of paper are used and then these are thrown away. There is therefore no way to check back to see if correct figures have been input into the Horizon system.

At one point the Subpostmaster's husband asked her where the cash declaration was for RJ stock unit, which had been completed earlier, she said that she had thrown it away. This was a surprise as she seems to keep all declarations from the Horizon system. With the benefit of hindsight we should have checked the cash and stock in both RJ & AA stock units as there could have been discrepancies that we were not aware of. Elaine is going to try to arrange a special audit as soon as possible. We also discovered a family tax credit payment for over £200 which had been put through RJ stock which was signed by the Subpostmaster - we both expressed surprise that given the remuneration that the Subpostmaster receives for the office that she would be eligible for this sort of benefit.

Once all stock units had been rolled over into the next cash account week, the cash account was produced without any checks being made that the entries were correct by the Subpostmaster. Elaine explained to the Subpostmaster's husband, that the cash account entries should be checked for accuracy before the final report was produced but this advise was ignored.

Elaine explained to the Subpostmaster's husband that if he and his wife expected the Business to take their belief that the Horizon system is causing their losses seriously then they would have to prove where the errors are being made, and the only way to do this is to record information to allow adequate checks to be made.

Three more error notices were at the office which points to the problems with losses at this office not being due to Horizon but to operational issues.

CONCLUSION

No evidence was found to support the Subpostmaster's belief that the Horizon system has been the cause of the losses at the office. There have been some technical problems wit[illegible] system but not ones, in my opinion, which could be the cause of the

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losses. There is substantial evidence that operational issues are the probable cause of the losses. Unless the Subpostmaster can provide proof that the Horizon system is somehow at fault , which I don't believe she will be able to do, then I would have to maintain my opinion that the losses at her office are due to her own incompetence.

Carol Hargreaves
Retail Network Manager

POL00118220

29.11.00

CLEVELEYS MSPO
2 RUNNYMEDE AVE,
THORNTON,
CLEVELEYS.
FY5 1DF

Dear Elaine,

Re. your letter dated 20.11.00 we have been in contact with the Sub-Postmasters Federation and we are in the process of compiling our case, as we have no intention of repaying these losses. Surely you know as well as us that an office cannot lose this amount of money in 10 months. This is why we believe it is down to the Horizon System in our office which has been designated an 'A' priority office, (which normally only applies to situations when the Post-Office cannot operate at all) to which there has been no satisfactory explanation or resolution to problems we have had and are having, and we believe the system is still having intermittent problems.

yours sincerely

GRO

MRS. J. WOLSTENHOLME

SUB-POSTMISTRESS.

506

POL00118220

Mrs J Wolstenholme
Subpostmaster
Cleveleys MSPO
2 Runnymede Avenue
CLEVELEYS
Blackpool
FY5 1DF

Post Office Counters Ltd

30th November 2000

Dear Julie

I have not yet received a reply to my letter of 20th November, 2000 despite my request for details on how you intend to repay the losses currently being held in your account.

Because of your failure to reply, and you subsequent suspension on an other matter, you are invited to attend for interview with me on Friday 8th December 2000 at the Retail Network Managers Office, Birley Street, Preston at 10.30 am.

You may be accompanied at the interview by a friend or a member of the National Federation of Subpostmasters.

If you are unable to attend on this date at this time please let me know via the Helpline as soon as possible.

Yours sincerely,

GRO

Elaine M Tagg
Retail Network Manager

GRO

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Post Office Counters Ltd
North Wales and North West
Birley Street
Preston PR1 1AZ
Telephone GRO
Facsimile

Post Office Counters Ltd Registered in England
No: 2154540 Registered Office Cornwall House
2-14 Bunhill Row London EC1Y 8HQ

POL00118220

POST OFFICE

Mrs J Wolstenholme
Subpostmaster
Cleveleys MSPO
2 Runnymede Avenue
CLEVELEYS
Blackpool
FY5 1DF

30th November 2000

Dear Mrs Wolstenholme

This letter is to confirm that I have suspended you from your contract for services as Subpostmaster at Cleveleys MSPO with effect from today, 30th November, 2000 and arrangements have been made for your remuneration to be ceased from this date.

I will contact you again about this matter as soon as possible.

Yours sincerely,

GRO

Elaine M Tagg
Retail Network Manager

GRO

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Post Office Network
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PR1 1AZ
Customer helpline GRO
www.postoffice-counters.co.uk

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CLEVELEYS MSPO - ITINERARY OF ITEMS REMOVED FROM THE PREMISES

DETAILS OF ITEM	SERIAL No./etc	DATE REMOVED	BY WHOM (PON/ ROMEC/etc)	SIGNATURE/COMMENTS
Coin Scale x1				
Manuals		23.02.01	E.M. TAGG PON	GRO
Alcs some.	xx	23.2.01.	E.M. TAGG PON.	Obsolete Alcs in locked cupboard - key not available - GRO
Other PO Papers.	xx	23.2.01	E.M. TAGG PON.	GRO
Quantum		1st Feb 2001	NT Team.	
Fax Machine		1st Feb 2001	ROMEC	To Bunlg with Board / Changer GRO
Own Debit Card m/c		1st Feb 2001	NT Team.	
6 Datestamps.	-	1st Feb 2001	RNM.	GRO
2 x A1 Safes.				Mike Humphries told access to remove safes would be denied - told by Roger Harrison on 23.2.01 Flag via Jim Cruise.

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CLEVELEYS MSPO - ITINERARY OF ITEMS REMOVED FROM THE PREMISES

DETAILS OF ITEM	SERIAL No./etc	DATE REMOVED	BY WHOM (PON/ ROMEC/etc)	SIGNATURE/COMMENTS
Letter Scales x 4				
Parcel Scale x1 (Swan Neck)				
Bureau de Change Rate Board x1		1st Feb 2001	ROMEC	Sent to Burnley
Money Changer x1		1st Feb 2001	ROMEC	Sent to Burnley
Horizon Kit				
5 Processors				Advised collection would be 16.2.01. Despite being on premises access to allow removal denied. Fury via Jim Cruise.
5 Key Boards				
5 Screens				
Main Printer				
5 Scanners				
GTN - previously removed.				

GRO

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15/

Your letters

System crash nearly caused closure

Dear Editor

I wonder if you might have space for the following letter. It is mainly upon the extremely long time my Horizon system was "down" but also links to other systems, which have managed not to produce our P60s, and overpaid our Income Tax!

I was on holiday during Week 9 and during that week my Horizon system crashed twice and the processor was changed. I came back in Week 10 and balanced with just a £2.92p surplus - I produced the Final Account, rolled over, locked up and knocked off.

The next morning the system crashed and was rebooted. It crashed again and when it recovered I found it was still in Week 10. Lots of calls and advice from NBSC and Horizon but it not only remained firmly in Week 10 but the balance showing as at the end of Week 10 was not the £2.92p surplus but £1290 short! The days went on, more calls, each one beginning with "I understand you have a problem, tell me about it".

I was, at last, talked through rolling it over into Week 11, but it still carried forward the huge deficit. I was told that I should use the system, but with a £1290 shortage showing I said I was not prepared to do so. There was more insistence that I recommence using Horizon (I was now working totally manually on the old system - remember it?) I said I would, but only if POCL would indemnify me in writing against losses when next I balanced - they declined.

I did not balance in Week 11. Chesterfield gave me permission to extend and gradually the problem was given higher and higher priority. I was then told that my system had actually lost three days memory and that even the back up hard drive was blank for that period.

Eventually, provoked by more insistence that I use the system I said I would seek legal advice because I felt that it was totally unreasonable to expect me to use a clearly corrupt system. This escalated the problem even further.

After repeating my intention to seek legal advice I was visited by a quite senior figure from ICL / Pathway, wooed by POCL and then an HFSO - Debra Arthur, spent a whole day inputting lost information and sorting out the problem - she was magic! Eventually on balance day for Week 14 there was another visit by an ICL / Pathway representative and under the expert guidance of an ex HFSO - Liz Williams who was so helpful. I rolled over from 11 to 12 to 13 to 14.

I then resumed using Horizon. My system had been "down" for over two weeks. It had lost days of memory, which remain irretrievable and caused me an awful lot of frustration. It brought me to the edge of closing and legally challenging POCL as to the validity and morality of telling me to recommence using a system where the carried forward balance was clearly incorrect and hugely to my detriment.

Although as an 'Agent' I am not sure how Employment Law would have been interpreted, my informal approach to my legal insurers was very encouraging and I would have been happy to proceed.

It's all over now and things are back to normal but I see that other (administrative) systems are now giving cause for concern - P60s cannot yet be produced and there has been a serious overpayment of income tax for many of us!

Despite everything I remain a fan of Horizon. It is the future for us and it will save some rural offices if new services are rolled out fast enough. If you ever have a similar problem and you suspect there is a corruption on your system - stand firm, insist that it is put right. It's your office, your balance and your livelihood.

A lot of lessons were learned through my particular machines failure - I only hope they are now put into practice.

PS. Just another thought, which I did not mention - serious and prolonged Horizon failures mean that one has to resort to the old manual system. Do we have detailed manuals and accounting documents we must permanently hold as a contingency? And how would subpostmasters who have known only Horizon cope?

W A Lyons,
The Post Office,
Newton Tony,
Salisbury

ED: I think you deserve a medal. Your letter raises many valid issues. Let us all hope that yours has been an isolated incidence and as you say, " lessons have been learnt", and that you are still a 'fan'. Nevertheless your patience and tenacity should never have been put to the test. Many a lesser mortal may have crumbled.

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16/

Last post heartache

POST Office Counters have let down the Cleveleys sub-postmistress, their staff and the many hundreds of local residents who rely on the Runnymede Avenue post office.

Having seen the logged communications between Julie Wolstenholme and the Post Office I can reassure readers that the computers installed by Horizon on behalf of Post Office Counters Ltd have not been operating correctly since they were installed.

Despite pleas for help from Miss Wolstenholme and her staff, the Post Office did nothing to help them.

Miss Wolstenholme and her business partner were losing money due to the inability of the computer system to balance.

Things came to a head when Miss Wolstenholme reverted back to a manual system until the computer was fixed.

The Post Office promptly suspended Miss Wolstenholme and closed the Post Office with complete disregard for all concerned.

There are many similar incidents occurring up and down the country at sub-post offices.

Post Office Counters have now terminated Miss Wolstenholme's contract and have no idea when or if a new Post Office will reopen. Miss Wolstenholme and her family now face financial ruin. I hope the Post Office management can sleep easy knowing what heartache they have caused.

COUN JON BAMBOROUGH
Maitland Avenue
Anchorsholme

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Post Office's owners 'left in the lurch'

By FRANCES BICKERDIKE

THE stunned owners of a Cleveleys Sub Post Office – suddenly closed after the sub-postmaster was suspended – were shocked to hear their building is not to reopen for business.

Business partners Julie Wolstenholme and Roger Harrison first knew of their fate when The Gazette contacted them yesterday.

Takeover

Julie, who co-owns the building on Runnymede Avenue with Roger, said: "This is news to us. We were in the process of organising a takeover of the shop and a lease was being drawn up.

"We were hopeful the Post Office was going to re-open with a new owner taking over the lease," said Julie.

Julie and Roger were surprised to hear the Post Office had contacted The Gazette asking for people who would be interested in running a Sub Post Office in the Cleveleys area. It said: "Applicants, who must be able to provide suitable premises, should contact the agency recruitment section."

The couple say they had a deadline of last Monday morning to submit their takeover plans and they claim they had complied with this.

"We are now left with a building and no Post Office," she said.

Pensioners have struggled to collect their pension after the Sub Post Office suddenly closed at the end of November after allegations of breach of contract.

At the time the Post Office said they would do everything they could to find a temporary sub-postmaster as soon as possible but so far no-one has been appointed and residents are forced to travel to Post Offices in Rossall Road, North Drive and Fleetwood Road.

Said Julie: "We were hoping this situation could have been resolved quickly but now our building is not going to be used it may take months for a new Sub Post Office to open.

"We have spoken to one pensioner who now has to spend £5 on a taxi to collect her pension."

A spokesman for the Post Office said he was not prepared to discuss the personal details of the case but said: "We want to maintain the counter service and have decided the only way to do that is to look elsewhere."



WHAT do you think about the decision to move the post office? Give us your views by ringing TALKBACK and leaving your name, address and telephone number. Calls are charged at standard rate.

POL00118220

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

5th December 2000

Dear Mrs Wolstenholme

I wrote to you on Thursday 30th November 2000 confirming the suspension of your contract for services as subpostmaster of Cleveleys MSPO.

I have now received papers relating to this case and after reviewing them I am now considering the termination of your contract for services on the following grounds :-

Your failure to meet your obligation to manage the office properly which constitutes a breach of Section 1(M) para 5 of your contract. This states that retention of the appointment as a subpostmaster depends upon the office being well managed and the work performed properly to the satisfaction of Post Office Counters. The excessive number of error notices, 38 to date between weeks 1 and 32, is unacceptable and as detailed in my letter of 20th November 2000 , indicates a lack of checking procedures in your office. During the final audit of your office a further 4 error notices, issued to your office by Chesterfield were found on hand. These should have been brought to account during week 36. One of these error notices for £533.00 had been issued to you on 15th November and the other 3 on 22nd November Section 11(M) para 3 of your contract states that "the subpostmaster will be responsible for ensuring that transactions are carried out accurately" and that "all documentation is properly completed and despatched at the due time.

Your failure to account for official cash and stock properly .i.e. your refusal to operate the Horizon system installed in your office is a clear breach of Section 12 para 4 of your contract. This states that the subpostmaster must ensure that accounts of all stock and cash entrusted to him by Post Office Counters are kept in the form prescribed by Post Office Counters. The operation of the Horizon system in post offices is fundamental to both the success of our business and the reconciliation processes we have with our clients and your refusal to operate it is a breach of your contract. . A check of the Littlewoods scratchcards also revealed £60 worth accounted for as stock on hand which should have been withdrawn previously.

You are now given an opportunity to answer the charges and put forward any reasons why your contract for services should not be terminated. You can do this by submitting written representations or requesting an interview.

Our prearranged interview for Friday 8th December 2000 will now be deemed cancelled and you should communicate with me within.ten working days (Monday to Friday) from the date following the date of this notification. Shouls you choose an interview, you may be accompnaied at the interview by a friend who must be a Post Office employee, a Subpostmaster or registered Sub Office Assistant, and may also be a local representative of the National Federation of Subpostmasters.

Your sincerely

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POL00118220

Elaine Tagg
Retail Network Manager

POL00118220

Mrs J Wolstenholme
Subpostmaster
Cleveleys MSPO
2 Runnymede Avenue
Thornton Cleveleys
Lancashire
FY5 1DF

Post Office Counters Ltd

Managing Director
Post Office Network

15th December 2000

Dear Mrs Wolstenholme

Thank you for contacting my office and forwarding the papers relating to your precautionary suspension from your contract for services at Cleveleys Post Office on Thursday 30 November 2000.

It would not be appropriate for me to comment on the situation at your office until a decision on your future as a Subpostmaster has been made.

As you may know, there exists a well established process for dealing with contractual issues such as this and I expect the process to be adhered to in this case. This includes a clearly defined appeals procedure, should that prove necessary, whereby a senior manager from Post Office Network, would undertake a complete review of the case and would have the final authority to confirm or overturn the earlier decision. In such circumstances, I would forward all relevant papers you have sent to me to that individual to fully inform the final decision.

I realise that you may find my reply disappointing but I feel confident that the procedure I have described will ensure that your case is heard in a fair and appropriate manner.

Yours sincerely

GRO

Dave Miller
Managing Director, Post Office Network

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POL00118220

POST OFFICE

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

18th December 2000

Dear Mrs Wolstenholme

Further to your suspension letter dated 5th December 2000 in which I informed you of the reasons why you had been suspended.

Post Office Network needs access to the post office premises whilst we are working towards a satisfactory solution. This will allow us to continue the provision of post office services to the local community from your premises.

Section 15, paragraph 4 of the Modified Subpostmaster s Contract states, when discussing suspension from office, the business "may require the subpostmaster to make his premises available for the continued provision of post office services".

May I take this opportunity to remind you that Post Office Network is endeavouring to retain post office services from your premises at this unfortunate time, by invoking this clause of your Contract. Failure to collaborate may cause Post Office network to relocate the provision of post office services to a location other than your own.

A telephone response to this letter, from you, is required by noon on Wednesday 20th December 2000.

Yours sincerely

GRO

Elaine Tagg
Retail Network Manager
GRO

Post Office Network
Post Office Counters Ltd
Birley Street
Preston
PR1 1AZ
Customer helpline GRO
www.postoffice-counters.co.uk

Post Office Counters Ltd Registered in England
No: 215540 Registered Office: Gavrelle House
2 1a Bunhill Row London EC1Y 8HQ

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POST OFFICE

Post Office Counters Ltd

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

19th December 2000

Dear Mrs Wolstenholme

Further to our telephone conversation today about access to the premises which house Cleveleys MSPO, I can confirm that Mr Asif Patel has been authorised as temporary subpostmaster at the office from 28th December 2000.

Post Office Network is unwilling to commit funds and stock into premises to which it has no legal access and as such the office will remain close until a secure legal agreement has been reached between Mr Patel and yourself. I have asked Mr Patel to contact you as soon as possible to arrange for the necessary paperwork to be completed .

It is in all our interests to get Cleveleys MSPO open as soon as possible and I hope you will give Mr Patel every assistance in his efforts to get the contracts drawn up and signed as soon as possible.

If you require any further details about the appointment of Mr Patel please do not hesitate to contact me.

Yours faithfully,

GRO

Elaine Tagg
Retail Network Manager GRO

S18

Post Office Counters Ltd
North Wales and North West
Birley Street
Preston PR1 1AZ
Telephone GRO
Facsimile

Post Office Counters Ltd Registered in England
No. 2154540 Registered Office Giltspur House
2-14 Bunhill Row London EC1Y 8HQ

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.0.12.00

A.O. MR. T. BIOLCHI.

GRO

CLEVELEYS.

GRO

Dear Sir,

I hope you are aware of the situation that e are in at this moment, and we strongly believe at the actions that have been taken and are still eing taken by our R.N.M - Elaine Tagg to be clouded . decisions made due to the fact that she seems to ave made it a personal matter rather than a busines ter.

We believe she is trying to bully us into ecisions and trying to resolve matters behind our backs, hich we think, is very unprofessional of her. She also formed one of our Giro Customers on the 18.12.00 that ne could of had the office re-opened the day after she closed it down. If this is so why wasnt it done? O. his same day Ms Tagg came with a letter informing s that Mr. Asif Patel had been appointed temporary Sub ostmaster to Cleveleys MSPO on 28.12.00, and that we should get the contracts drawn up and signed as soon as ible. Given Christmas is within this period we have been left with only 5 working days notice to sort e ything out. Surely we could of been informed earlier Do you think this gives us adequate time? We unfortunatley don't. The following day 19.12.00 we recieved another etter from Ms Tagg quoting Section 15 paragraph 4 of the M.S.P.O Contract stating the Subpostmaster may require to make his premises available for the continued provisions of Post-office services. Please let it be know. that we have never denied Ms Tagg or anyone else reasonable access to our building, and that we would not jeopardize the re-opening of Cleveleys Post-Office.

We feel that the sooner Ms Tagg is taken off ...ed by somebody with none-bias...

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pinions, the sooner this terrible mess may be cleared up.

Enclosed is all correspondence relating to case.

yours sincerely

GRO

(MRS. J. WOLSTENHOLME)

POL00118220

10.12.00

GRO

CLEVELEYS.

GRO

ear Elaine,

Re. letter dated 5.12.00. I feel I have been ft with no option but to write to you given the rms you have set out as to whom can accompany me the interview.

Firstly we are very shocked to find that rg of our suspension is based on the grounds of us managing our office. Why has this never been brough our attention earlier? We have had our office or 12 months now and we have always had good eports from our office i.e. auditors, mystery shoppers, sitors etc. Please could you state in what way our off mismanaged. Also you include excessive error notices ceived as a reason, why were we only told for the irst time in your previous letter dated 20.11.00. That a ffice was receiving too many. These error notices have een coming for 12 months, more so since we went with Horizon, so why, again, have we never been ised about this earlier. We don't really know if e error notices is excessive given the size and amo f business we do in our office, but given the amount f stress & trauma we have been under for the last 0 months and also that we believe a lot of the rror notices are down to our Horizon System we wo ave to disagree with you.

Lastly we do not think we have failed accounting for our cash and stock properly. Yes. we d refuse to use the Horizon System, but we were still fully prepared to go back to the manual system wh would of accounted for our cash and stocks properly. O Wednesday night 29.11.00 we were told by a Horizon

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mpletely up the swanney, that R.J Stock was beyond
mption, and that we had major software problems
d as a result we could misbalance. We were
ised not to balance. We have always argued that
e is something wrong with our system. We believe
through misbalances of our system this is why
are in such astronomical debt. How can anyone in
eir right minds expect us to continue using such a system
- opened our office on Thursday 30.11.00 reverting
ack to manual and we were completely shocked and
ayed by the actions you took to close us down.
happened to the Customer Relations Post-Office
ters Ltd pride themselves on. This has left many
ple angry and upset.

We strongly believe we have been very
airly treated over this whole matter. A business can
ope and survive when asked to work with faulty
uipment and we are deeply upset that we have
een put into such a situation and not helped out
of it.

yours sincerely

GRO

MRS. J. WOLSTENHOLME.

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POST OFFICE

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

21 December 2000

Dear Julie

Thank you for your letter of 20th December 2000. Unfortunately you have failed to answer the charges put to you in my letter of 5th December 2000.

In order that you have every opportunity to put forward reasons which may affect my decision on your future as subpostmaster at Cleveleys MSPO can you please give detailed answers to the following questions as well as the specific charges put to you in my letter of 5th December 2000.

1. Do you intend to repay the outstanding losses currently held in the final account of the office ? i.e. the sum of £14, 109.91 . Section 9 (M) para 12 if the modified Subpostmasters Contract refers. If you do intend to repay these losses please provide details of how you intend to do so as per my letter of 3rd November 2000. (copy enclosed)

2. Do you intend, if reinstated to the office, to use the Horizon system, in its present state, to produce the office accounts? You should be appraised that during your suspension the system has been extensively and intensively used by several Retail Network Managers and the Audit Team. No problems were encountered and the system operated smoothly without any difficulties.

On a further note, my letter of 5th December 2000 incorrectly directed you to Section 12 para 4 a of the Modified Subpostmaster Contract re the charge "failure to account for official cash and stock properly". The correct contractual reference is Section 9 (M) para 4. My apologies for any confusion this may have caused you in putting forward your case.

Please let me have your detailed written response to both this and my letter of 5th December 2000 by Thursday 4th January 2000 i.e. within 5 working days from the date of this letter.

I have enclosed a stamped addressed envelope for your reply.

Yours sincerely

GRO

Elaine Tagg
Retail Network Manager

S23

Post Office Network
Post Office Counters Ltd
Birley Street
Preston
PR1 1AZ

POL00118220

Mrs J Wolstenholme
GRO
Cleveleys
GRO

23 December 2000

Dear Mrs Wolstenholme

Thank you for your letter of 20 December 2000 concerning Cleveleys Post Office.

Can I immediately say that I welcome your confirmation that you have no intention of jeopardising the re-opening of Cleveleys Post Office, and like you I also wish the matter to be resolved as quickly as possible.

I do know that Elaine Tagg has been trying to get the service returned at the office for some weeks and I am aware that the proposed interim Subpostmaster first tried to negotiate a suitable arrangement for operating from your premises on 8 December 2000.

Nothing could be progressed earlier as you were not contactable the previous week. Clearly, as soon as you are willing and able to reach a formal agreement with the interim Subpostmaster, we will do all that we can to expedite the re-opening of the office.

I do hope that with your goodwill in this matter, we can quickly restore service to our customers in Cleveleys.

At the same time, I expect your own situation to be addressed urgently and brought to an appropriate conclusion.

Yours sincerely

GRO

Tony Biolchi
Head of Retail Network

Telephone GRO

524

Post Office Network
Post Office Counters Ltd
Retail Network Manager
Preston Office
Birley Street
Market Place
Preston PR1 1AB

POL00118220

Sub-post office partners claim refusal to use 'faulty' new equipment led to their suspension

Computer blamed in closed PO wrangle



STILL SHUT: Disruption as Cleveleys Post Office remains closed

A CLEVELEYS sub-postmistress claims she has been suspended from her job for refusing to use computer equipment which she believes was faulty.

Julie Wolstenholme, who runs the sub-post office in Runnymede Avenue with her business partner Roger Harrison, was forced to shut up shop at the beginning of December

By VICTORIA ROUSE

after being told she was in breach of her contract.

The closure has caused major disruption for customers, with many elderly residents facing lengthy walks to collect their pensions from alternative post offices.

Ms Wolstenholme and Mr Harrison, who have operated the busy sub-post office for just over a year, told The Gazette that problems first came about 10 months ago when new computer equipment was installed to streamline business.

They claimed that the equipment was incapable of carrying out the job and they had decided to revert to doing the work by hand.

Inconvenience

But when they informed the Post Office about their decision, Ms Harrison was immediately suspended without pay until further notice.

Nine members of her staff were left without a job and Post Offices bosses say the business will remain closed until temporary staff are drafted in.

Mr Harrison apologised for the inconvenience that had been caused to customers.

He claimed: "We had the system installed 10 months ago and we have had nothing but trouble since.

"It has put us backwards financially and we have had no help from the Post Office so we reverted back to the manual system.

"I think they have made an irrational decision in closing us down.

"If we were given it in writing that the computer system was 100 per cent fully operational we would use it. Until that day we will continue to do it by hand."

A spokesman for the Post Office said they were hoping to install temporary staff as soon as possible.

He said: "The suspension is due to an alleged breach of contract pending further enquiries."

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MR HARRISON & MRS WOLSTENHOLME

TRADING AND PROFIT AND LOSS ACCOUNT
for the period 4 November 1999 to 31 December 2000

	£	£
Sales		23,229
Cost of sales:		
Purchases	24,990	
Closing stock	(6,829)	
		18,161
GROSS PROFIT		5,068
Other income:		
Post office salary		80,531
		85,599
Expenditure:		
Wages	32,255	
Telephone	498	
Advertising	198	
Motor expenses	2,755	
Repairs	79	
Cleaning	191	
Guard dog expenses	600	
Cash shortfall	3,300	
Sundry expenses	825	
Accountancy	617	
Rates	6,888	
Insurance	457	
Light & heat	1,468	
		50,131
		35,468
Finance costs:		
Bank interest	74	
Bank loan interest	6,867	
Bank charges	1,355	
		8,296
		27,172
Depreciation:		
Fixtures & fittings	1,743	
Motor vehicles	1,500	
		3,243
NET PROFIT		£23,929
Divisible as follows:		
R J Harrison	11,964	
Mrs J Wolstenholme	11,965	
		£23,929

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Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

3rd January 2001

Dear Julie

Further to our telephone conversation of Tuesday 2nd January 2001 I am writing to ask that you keep me informed as to what progress is being made towards getting a contract drawn up between yourselves and Mr Asif Patel re his being given your authority to use the premises at 2 Runnymede Avenue to conduct Post Office Services. Mr Patel has been willing to take on this temporary appointment since Monday 4th December, 2000, and I would ask once again that you give him every assistance in resuming Post Office Services from your premises.

You indicated that you had applied for legal aid to assist with the financial element of getting this contract in place and I would appreciate an estimate, which you may be able to get from your legal representative in this matter, as to how long this process will take. It is of course in all our interests to get service to our customers resumed as soon as possible and even a provisional date as to when the contract may be in place would assist in planning the refunding of the office.

A telephone call either to myself or via the Helpline, within 24 hours of the situation changing, would be both speedy and much appreciated . However, if you would prefer to keep me updated in writing please use the enclosed stamped addressed envelope.

Yours sincerely

GRO

Elaine M Tagg GRO
Retail Network Manager

Post Office Network
Post Office Counters Ltd
Birley Street
Preston
PR1 1AZ
Customer helpline GRO
www.postoffice-counters.co.uk

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GRO

AND DELIVERED.

14.01.01

CLEVELEYS

GRO

Dear Elaine,

Re letter dated 21.12.00. On your first int of failure to answer to charges in your letter dated 5.12.00. We feel we have already replied to these harges with no answers given but yet more questions sked.

Re question 1 of your present letter you ote Section 9 (m) para 12 of the MSPC Contract, as we ve stated in previous letters these losses we believe, are e to Computer failure, which is the basis of all our problems, therefore the section you quote does not refer these circumstances, and again as stated in previous etters we cannot and will not be held responsible for ese losses.

Re. question 2, you say that the system has been extensively and intensively used without encountering any problems yet in effect it is and has been an inoperational system since we closed down. That makes a big difference as we are sure you are aware. If we are to be reinstated, until confirmation was made by P.O.C.L and by Horizon that our system was 100% fully operational it would be in our best interests to operate our office manually.

yours sincerely

GRO

(mrs. J. WOLSTENHOLME)

POL00118220

Mr Asif Patel
GRO

9th January 2001

Dear Rogger Harrison & Julie Wolstenholme,

Re: Lease on 2 Runnymede Avenue

Further to our conversation regarding the above property I would like to highlight a few issues that I feel strongly about. Firstly the usage of the front door it would not be permissible for me to run a business without a front door key as you may be aware that Post Office Counters Ltd would not grant me such license to run the Post Office counter from premises that I have very restricted access.

Second of all the point you have raised in clause 6 that no visitors are allowed to enter the premises outside Business hours, such a demand cannot be met for various reasons i.e. audit checks, staff briefing from management and or assistance needed for stock control and balancing.

The space allocated for my usage in the building, is the large back office, post office counter and the space behind the counter within the building, for security reasons admittance would not be permitted to anybody apart from my fellow colleagues and my main concern would be to change my side of the security locks.

I feel that the use of electric and gas should be metered separately from the domestic side of the building due to such a high demand in rent, which should be renegotiated.

I wait in anticipation for a favorable response.

Yours sincerely

Mr Asif Patel

POL00118220

Electronic *memo*

To: Elizabeth Joyce/[redacted GRO]
cc:
Hard Copy To:
Hard Copy cc:

Date: 12/01/2001 17:16
From: Rebecca U Robinson

Subject: Fwd: Cleveleys - URGENT

To: Paul F Williams/[redacted GRO]
cc: Elaine Tagg/[redacted GRO] Tony Biolchi/e/[redacted GRO]
Hard Copy To:
Hard Copy cc:

Date: 12/01/2001 16:15
From: Rebecca U Robinson

Subject: Cleveleys - URGENT

Paul - Please can you help with the case below.

I have attached a document which will give you details about a situation at Cleveleys MSPO. The RNM is Elaine Tagg. Elaine and I have looked through the case and have a view that summary termination should be given to this office. However, there are concerns about the fact that Horizon system is involved. In the Horizon policy, if somebody refuses to use the system, then 3 months notice should be given. In fact, Elaine sought advice from Steve Gibbs as she perceived it may be a wider issue and he suggested 3 months notice as the course of action.

We are now at the stage where we need to decide whether it's summary termination or 3 months notice. Both Elaine and I feel that summary termination is the way forward as Horizon is only part of the problem, but also understand that there may be wider business issues which I think you will be able to help us with. Elaine has discussed this with Tony and obviously he wants to ensure that the correct decision is made. We want to make sure that there is no comeback and that the business is happy with the way forward both in terms of following the correct process and any wider implications that this decision may introduce.

Please can you let me know your views on this? Elaine has further details but I have tried to summarise all the issues without sending you the 2 A4 files that contain all the letters etc.

ClevelysSummofevents

Thanks

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POL00118220

Rebecca

Personnel Advisor
Post Office Network
Personnel

1st Floor, Leeds CDO, 3 Infirmary Street, LEEDS, LS1 1AJ

Postline: GRO
External eMail: rebecca.u.robinsor GRO

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Cleveley's MSPO

Summary of events

5.12.2000Family transfer to the new subpostmistress Julie Wolstenholme

5.12.2000	Julie received some training as she was already aware of a number of transactions as she had been working as an assistant
5.12.2000	The office went live on the Horizon system. There were a number of problems so the 'go-live' was aborted. The assistants at the office had been on the wrong course which caused further problems. This was then dealt with and the office eventually went live. Elaine felt that the actual go-live went smoothly.
Unknown	Problems began to occur so Elaine Tagg, RNM, asked the office to use a call log for any calls made about the horizon system. This was not used.
May 2000	Elaine visited the office with a rep from ICL Liaison. This was due to a problem with the ISDN line.
5.12.2000	Elaine issued the office with a balancing timetable which other offices had used. She suggested that this may help to identify if there were any problems operationally. Elaine also suggested that it would be beneficial to record the office dailies manually. This was never done. In fact when Elaine suggested the manually daily record Julie refused to use it saying it would cause extra work and went to the NFSP for advice.
5.12.2000	Audit of accounts showed a surplus of £16.32
5.12.2000	£2497.97 was held in the suspense account. Elaine asked Julie to repay this amount. A letter was sent from Elaine to Julie.
5.12.2000	Individual stock units were introduced at the office. This was Julie's decision. Elaine did not give any instruction for this to happen.
5.12.2000	Sharmian Niel carried out a senior manager visit. At this stage there had already been a number of losses at the office adding up to over 2K. There was a mention of the Horizon system on Sherman's feedback sheet but the comment was that things were getting better.
24.08.2000	RNM made further visits. There were concerns about the

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01.09.2000 07.09.2000	number of error notices but no corresponding surpluses
Unknown	Further Bureau de Change training was carried out at the office
5.12.2000	Elaine carried out an outlet review. An action plan was left at the office
5.12.2000	Elaine received a phone call from Julie saying the system had crashed
5.12.2000	Elaine visited the office. She checked the stocks. She warned Julie that she should not 'switch off' the Horizon system.
5.12.2000	Elaine sent a letter to Julie regarding the losses at the office and that she should adhere to working practices. Elaine requested that the losses should be made.
5.12.2000	Letter sent again regarding repaying losses
5.12.2000	No reply so a letter was sent to ask Julie in to interview
5.12.2000	The office was not rolled over as a large shortage was reported. Julie refused to roll over because she would have to declare the loss. The office began to use the manual system. Elaine issued a verbal warning to say that the system should continue to be used and that Julie would be in breach of contract if they did not use the Horizon system. At 0945 Elaine handed Julie a suspension letter after a further refusal to use the Horizon system.
5.12.2000	Charge letter sent to Julie. The charge was refusal to use Horizon system and concerns over managing the office.

Feel for the balancing record

Week 1 - 7	£2497.97 short
Week 7 - 14	No shortages
Week 15	The office balanced exactly
Week 16 - 20	A number of misbalances. Mainly losses but some gains. No calls were made to Elaine to let her know of the losses.

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Other Issues

There have been a number of error notices at the office. There have been about 38 for the Bureau de Change alone. Further training on the Bureau has been given. However, Elaine spot checked the Bureau and found that Travellers cheques had not been accounted for correctly, some of the currencies were not declared correctly and the cash on hand was not checked so the amount being input into Horizon was not necessarily the correct figure.

Error notices have also been received from Girobank.

There are real concerns about the running of the office. Elaine has not had notification about the losses. They have not tried to carry out the suggested best working practices that Elaine had suggested. The main aim of asking the office to carry out the tasks suggested was to try to identify if there were accounting problems.

Elaine attended the office to watch the balance to see if there were any improvements she could suggest. Elaine got a sense that the controls and the organisation towards balancing could be improved.

There is also £50 in scratch cards which should have been returned. Julie has not followed instructions in the Counter News about sending them back.

Why we reached the decision of summary termination

Julie complained about the Horizon system saying that she was having real problems, which were resulting in the number of losses at the office. Initially there was a problem with the ISDN line. This was rectified. Elaine asked for copies of calls made from Cleveleys office and after an initial spate of calls there were hardly any. Elaine and I both felt that if there was a real and sustained problem with the Horizon system then this would be borne out by the fact that a number of calls had been made.

The numbers of losses at the office were not reported to Elaine. Elaine explained that a letter is sent to offices, every 6 months, to explain that any losses over £200 must be reported to the RNM. We felt that this was a requirement of offices to notify the RNM and felt that there was either a reason for the non-reporting or that Julie is having difficulties running and managing the office.

When Sharmian visited the office the problems with the Horizon system were not emphasised. You could argue that Julie thought this was not the appropriate method of feeding this to the business or that there were other reasons for this.

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Elaine had continued to ask Julie to make good her losses. Julie did not respond to Elaine's letters and then refused to make them good. Julie did say that this was because of faults on the Horizon system. We felt that this was, again, due to another reason or the fact that Julie was having difficulties running the office.

Elaine had already written to Julie on a number of occasions saying that error notices should be brought to account and (as above) losses made good. These letters were either not responded to or if they were it was to say that the losses were not accepted as being Julie's responsibility. The lack of response again added to the fact that we felt Julie was struggling with running the office.

We have real concerns over the Bureau and how this is being managed. There has been extra training given but fundamental errors made. These are: items not booked in correctly, checking procedures not carried out effectively, cash declaration not robust and the number of error notices being sent to the office on Bureau alone. This was a key area where we felt there were real lack of controls which again impacted on the overall running of the office.

The number of error notices at the office was a real concern. Although the majority were linked to the Bureau there are a number of others.

There is a substantial loss now outstanding at the office. This amounts to around £14K. Although Julie feels this is linked to the Horizon system there is no proof of this. We felt that due to the other problems at the office we did not feel confident that the loss was because of the Horizon system but more likely to be because of the numbers of error notices and the poor contraols at the office.

Horizon Issue

I realise there is an issue around Horizon. The policy stated that 3 months notice should be given if somebody refuses to use the Horizon system. However, we came to the decision that Horizon was only part of the problem. There are concerns about the way the office is managed and real concerns over safeguarding business funds. We felt that the amount of the loss of £14K could not be ignored and the explanation of all the loss being due to the horizon system could not be proved.

If you take Horizon out of the equation then this office is still having serious problems. Training has been given but improvements not made.

POL00118220

To: Rebecca U Robinson/ GRO
cc:
Hard Copy To:
Hard Copy cc:

Date: 15/01/2001 10:33
From: Elaine Tagg

Subject: Cleveleys MSPO

Dar Rebecca

Trying to get a little ahead of myself and just in case we get the go ahead to go with summary termination I have had a first stab at the termination letter,

can you have a look at it and give me you views?

Thanks

elaine


termination.do

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3 months

Dear Mrs Wolstenholme

I am writing following your written submissions as to why you consider your contract as Subpostmaster at Cleveleys MSPO should not be terminated as a result of your failure to meet your obligations to manage the office properly and your failure to account for official cash and stock.

I have reviewed the papers relating to the case very carefully and have taken into account your comments from your written submissions.

There have been a number of error notices and subsequent losses made at the office and you have failed to contact me regarding misbalances at your office. I refer you to the general letter, which was sent to all offices in April 2000, which stated that you should notify me of any losses over £200.

I supplied you with aids to help produce a satisfactory balance on 16 March 2000 and suggested you introduce accounting records on the office action plan of 12 October 2000. I also reminded you to use checking procedures on 3 November 2000. You decided not to carry out any of these suggested actions.

You failed to make good the loss from week ending 2 August 2000 and did not inform me until 17 August 2000. You refused to provide details of how the losses at the office were to be made good, despite requests on 3 November 2000 and 20 November 2000.

Due to the number of losses and losses not being made good the office was showing an overall loss of £14109.91 at the date of your suspension.

Following your suspension, error notices were found in the office, which had not been brought to account.

Stock on hand at the office, namely scratchcards, were found to be included in the office balance but were in fact obsolete. Instructions for withdrawal had been issued to all offices.

I have taken into account your concerns about the Horizon system but in the absence of any supporting documentation from yourself to substantiate your claim and lack of evidence from the call logs I cannot accept your reasoning.

I have therefore decided, in accordance with 'Section 1 paragraph 9' of your contract for services, to give you 3 months notice of the termination of that contract. Your last day of service will be 28 February 2001. I will forward you, in due course, a letter regarding the remuneration due to you in lieu of that notice.

Yours....

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POL00118220

Electronic *memo*

To: Elaine Tagg GRO
cc: Elizabeth Joyce GRO
Hard Copy To:
Hard Copy cc:

Date: 17/01/2001 17:27
From: Rebecca U Robinson

Subject: Re: Cleveleys MSPO

Elaine - See what you think of my letter below. I've tried to make sure that it's clear we are getting involved because we want to maintain service, but that Asif would be the one who would have the agreement.

This is only my suggestion. See what you think. There may be bits you think are OK from mine which you could add into yours or vice versa

Premises3.do

Talk to you soon

Rebecca

To: Rebecca U Robinson GRO

To: Rebecca U Robinson GRO
cc:
Hard Copy To:
Hard Copy cc:

Date: 17/01/2001 09:40
From: Elaine Tagg

Subject: Cleveleys MSPO

Dear Rebecca

draft re use of premises as discussed

Elaine

premises 2.do

538

POL00118220

3

Further to my letter dated 18 December 2000, which reminded you that Post Office Network is endeavouring to retain post office services from your premises, I have been approached by Mr Asif Patel about the possibility of using your premises at 2 Runnymede Avenue, Cleveleys.

Unfortunately, Asif requires full unrestricted access to both the Post Office 'allocated space' and the public area in which customers would be expected to wait for service. In short, the provision of a front door key to the premises would need to be provided to ensure the safety of customers and to ensure that service could be provided within the prescribed office opening hours.

I hope you can appreciate that it is in your best interests, and those of Post Office Network, to allow an interim subpostmaster to offer post office services from your premises. This will help to sustain customer levels ensuring that the office continues to be viable. Post Office Network is keen to maintain a service at Cleveleys to ensure we meet customer needs.

If you intend to make your premises available, in a full and unrestricted manner, from which Post Office Network can offer services to the public, can I ask that you let me know in writing within 5 days from the date of this letter.

If I do not hear from you then I shall take it that you do not wish to offer your premises to us and you should be advised that Post Office Network will actively seek to provide alternative premises from which to operate.

Yours

POL00118220

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Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

17th January 2001

Dear Mrs Wolstenholme

Further to my letter of 18th December 2000, which reminded you that Post Office Network is endeavouring to retain post office service from your premises, I have been approached by Mr Asif Patel about the possibility of using your premises at 2 Runnymede Avenue, Cleveleys. Unfortunately some of the conditions in the "licence to operate a Post Office" from these premises are not acceptable to Post Office Network.

Specifically not allowing full unrestricted access to both the Post Office "allocated space" nor the public area in which our customers would be expected to wait for service would be an unacceptable condition upon which we would appoint an agent. In short the provision of a front door key to the premises would need to be included in any agreement you reached with any prospective appointee to the office. Your restriction on who can access the premises via the back door is also unacceptable to Post Office Network. Representatives of Post Office Network need to be allowed onto the premises out of hours for various reasons and for a landlord to restrict access in this way in unacceptable to Post Office Network.

You should also be advised that at least one quarters notice on a tenancy would be required for us to consider premises suitable.

Post Office Network must be fully agreeable to any contract which relates to premises from which to conduct its business from.

I must now ask that, if you intend to make you premises available, in a full and unrestricted manner, from which Post Office Network can offer services to the public from, you let me know in writing within 5 days from the date of this letter.

If I do not hear from you agreeing to these conditions then I shall take it that you do not wish to offer your premises to us under these terms and you should be advised that Post Office Network will actively seek to provided alternative premises from which to operate.

Yours sincerely

Elaine M Tagg
Retail Network Manager

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POL00118220

Electronic *memo*

To: Elizabeth Joyce/[redacted] GRO
cc:
Hard Copy To:
Hard Copy cc:

Date: 18/01/2001 11:18
From: Rebecca U Robinson

Subject: Fwd: Re: Cleveleys MSPO

For your info

To: Elaine Tagg GRO
cc:
Hard Copy To:
Hard Copy cc:

Date: 18/01/2001 11:07
From: Rebecca U Robinson

Subject: Re: Cleveleys MSPO

Elaine - please find below my suggested letter. Again this is for your to decide which is better and you may like parts of mine and bits of yours.

I could not find the RTU letter in my papers so can I just ask that you ensure the same charge is reflected in the first part of the letter. It should state the same

Cleveleys3months.d

A letter will follow with details of remuneration as stated in the letter above. I thought it may be better to split out the remuneration aspects as they will not be happy with the situation and the letter has loads of detail in it. Give me a call if you want to discuss this and if you think it sits OK as I suggest.

If you are happy with this letter and you want to send it out can you let me know and I will organise instruction to go to the service centre to ensure remuneration is correct etc.

Rebecca
GRO

To: Rebecca U Robinson/[redacted] GRO

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POL00118220

Termination

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

January 2001

Dear Mrs Wolstenholme

I am writing following your written submissions as to why you consider your contract as Subpostmaster at Cleveleys MSPO should not be terminated as a result of your failure to meet your obligation to manage the office properly and your failure to account for official cash and stock properly.

I have reviewed the papers relating to the case very carefully and have taken into account your comments from your written submissions.

Despite my supplying you with aids to help produce a satisfactory balance on 16th March 2000, not to introduce accounting records as per the office action plan of 12th October 200 and my reminder to use checking procedures on 3rd November 2000, your decision not to implement any of these actions has directly contributed to the number of error notices and subsequent losses made at the office. Your failure to contact me regarding misbalances as per the general letter to all office in April 2000 also shows a lack of proper management of the accounts. Your failure to make good the loss from week ending 2nd August 2000 and not to have informed me until 17th August again shows your failure to manage the office properly. You refusal to provided details of how the losses at the office are to be made good, despite requests on 3rd November 2000 and 20th November 2000 also contribute to my decision.

Your failure not to bring to account error notices, issued previously but found in the office following your suspension, was another factor taken into account.

I have also considered that stock on hand at the office, for which instructions on withdrawal had been issued, was found to constitute part of your balance on final audit.

I have taken into account your concerns about the Horizon system but in the absence of any supporting documentation from yourself to substantiate your claim, evidence from Retail Network Managers and Auditors directly contradicting your claim and the lack of evidence from the calls logs that you had contacted them about problems you said you were experiencing, cannot accept your reasoning.

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I have therefore decided to terminate your contract as Subpostmaster of Cleveleys MSPO from the date of your suspension on the grounds that you failed in your obligation to manage the office properly, which constitutes a breach of Section 1(M) para 5 of your contract and also that you failed to account for official cash and stock properly a further breach of you contract, Section 9(M) para 4.

You may, if you wish, appeal against my de4cision and if it is your intention to appeal you should notify me in writing within ten working days (Monday to Friday) of receipt of this letter. I will then arrange for your appeal to be heard by a member of Post Office Network Appeals Authority.

Please note and return once copy of this letter immediately in the envelope provided. A second copy is enclosed for your retention.

Yours sincerely,

Elaine M Tagg
Retail Network Manager

To Elaine M Tagg
Retail Network Manager

I have noted the contents of this letter

Signed _____ Date _____

Julie Wolstenholme, Subpostmaster, Cleveleys MSPO

POL00118220

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Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

19th January 2001

Dear Mrs Wolstenholme

I am writing following your written submissions as to why you consider your contract as Subpostmaster at Cleveleys MSPO should not be terminated as a result of your failure to meet your obligation to manage the office properly and your failure to account for official cash and stock properly.

I have reviewed the papers relating to the case very carefully and have taken into account your comments from your written submissions.

There have been a number of error notices and subsequent losses made at the office and you have failed to contact me regarding misbalances at your office. I refer you to the general letter, which was sent to all offices in April 2000, which stated that you should notify me of any losses over £200.

I supplied you with aids to help produce a satisfactory balance on 16 March 2000 and suggested you introduce accounting records on the office action plan of 12 October 2000. I also reminded you to use checking procedures on 3 November 2000. You decided not to carry out any of these suggested actions.

You failed to make good the loss from week ending 2 August 2000 and did not inform me until 17 August 2000. You refused to provide details of how the losses at the office were to be made good, despite requests on 3 November 2000 and 20 November 2000.

Post Office Network
Post Office Counters Ltd
Birley Street
Preston
PR1 1AZ
Customer helpline GRO
www.postoffice-counters.co.uk

Post Office Counters Ltd Registered in England
No: 2154540 Registered Office Gavrelle House
2-14 Bunhill Row London EC1Y 8HQ

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Due to the number of losses and losses not being made good the office was showing an overall loss of £14109.91 at the date of your suspension.

Following your suspension, error notices were found in the office, which had not been brought to account.

Stock on hand at the office, namely scratchcards, were found to be included in the office balance but were in fact obsolete. Instructions for withdrawal had been issued to all offices.

I have taken into account your concerns about the Horizon system but in the absence of any supporting documentation from yourself to substantiate your claim and lack of evidence from the call logs I cannot accept your reasoning.

I have therefore decided, in accordance with 'Section 1 paragraph 9' of your contract for services, to give you 3 months notice of the termination of that contract. Your last day of service will be 28 February 2001. I will forward you, in due course, a letter regarding the remuneration due to you in lieu of that notice.

Yours sincerely

GRO

Elaine M Tagg GRO
Retail Network Manager

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CLEVELEYS LOSSES AS AT MONDAY 22ND JANUARY 2001

FINAL ACOUNT SHORTAGE	14,109.91
Error notices in the system not yet brought to account	
week 21 w/e 16th August	63.39 claim
week 24 w/e/ 6th Sept	17.00 charge
week 25 w/e 13th Sept REMS IN	2561.81 charge
week 30 18th October	45.00 charge
week 35 w/e 22 November	14,200.00 charge
week 36 w/e 29th November	14,000.00 claim
week 37 w/e 6th December REMS IN	955.04 charge (this may have been as a result of the suspension so may/may not be "proper")
week 37 w/e 6th December	22.54 claim

TOTAL IF ALL PROVE TO BE "PROPER" = £17,825.37

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Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

25th January 2001

Dear Mrs Wolstenholme

Further to my letter of 18th January, 2001, which Royal Mail have confirmed was delivered on Friday 19th January 2001, and as I have not received your written answer that you wish your premises at 2 Runnymede Avenue, Cleveleys, to be used to provide Post Office services to the public, I am now advising you that Post Office Network will be seeking alternative premises from which to operate. It is our intention to begin advertising for such premises from Monday 29th January 2001.

Should you have already replied my letter and it has perhaps been delayed in the post and if you do wish to offer your premises for use to Post Office Network you should contact me as soon as possible by telephone on GRO and send a written confirmation of the telephone conversation by return in the prepaid envelope enclosed with this letter.

I sincerely hope that you do decided to offer your premises to Post Office Network as it is in the best interests of all concerned to maintain Post Office services from your premises.

Yours sincerely

Elaine M Tagg
Retail Network Manager

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POL00118220

POST OFFICE

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

26th January 2001

Dear Mrs Wolstenholme

Further to my letter of 19th January 2001, in which I advised that I would contact you re remuneration due to you in lieu of notice.

Final figures are still being assessed and any remuneration due to you will be forwarded as soon as it has been calculated.

If you require any further details about this issue please contact Human Resource Advisor Team for Agents at Capstan House, Chandlers Point, 35 Broadway, Salford Quays, SALFORD M5 2YY. The telephone number is GRO

Yours sincerely,

GRO

Elaine M Tagg
Retail Network Manager GRO

Post Office Network
Post Office Counters Ltd
Bailey Street
Preston
PR1 1AZ

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POL00118220

AND DELIVERED.
29.01.01

GRO

CLEVELEYS.

GRO

ear Elaine,

Re. your letter dated 25.01.01. We have ready submitted terms and conditions to mr. Pat tel to carry out Post-Office services from our emises. We have been advised that given that is our building it would be in our best interest adhere to the present contract. If this is acceptable we would need to re-assess terms conditions for the occupation of the whole of ground floor, which would result in an increase of giving mr. Patel full unrestricted and unlimited ress on terms and conditions drawn up on a lease sis.

We must also make you aware that due your equipment being situated on our premises ich has had and is denying us redevelopment of business property, we are charging you from 11.00 onwards a rent which has not yet been essed and we will write to you in due course Please reply to this letter within 7 days.

yours sincerely

GRO

(MRS. JULIE WOLSTENHOLME).

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POL00118220

Electronic *memo*

To: Jim Cruise/GRO
cc: Neil Donnelly/GRO, Paula Astles/GRO, Elaine Tagg/GRO, Elizabeth Joyce/GRO
Hard Copy To:
Hard Copy cc:

Date: 19/02/2001 10:24
From: Rebecca U Robinson

Subject: Fwd: Clevelys 153405

Jim - please can you take a look at the e-mail below and advise on the next course of action that should be taken, and whether we can meet the request. I realise this may not be your area and will need to be passed to somebody else within your team but as you are dealing with the contractual side then I thought you would need to know the whole situation.

Thanks - Rebecca
GRO

To: Elaine Tagg/GRO, Rebecca U Robinson/GRO
cc:
Hard Copy To:
Hard Copy cc:

Date: 08/02/2001 09:15
From: Paula Astles

Subject: Fwd: Clevelys 153405

Elaine/Rebecca,
Please see the e-mail below from ICL. Could you advise please.
Thanks
Paula

To: Paula Astles/GRO
cc: Law Dave <Dave.Law/GRO>, "Barton Reg S.G" <Reg.Barton/GRO>
Hard Copy To:
Hard Copy cc:

Date: 07/02/2001 19:37
From: Walker Claudia <Claudia.Walke/GRO

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POL00118220

Subject: Clevelys 153405

Paula,

Roger Harrison the SMPRs partner phoned me today to ask me if I could ask ICL to send experts to look at his system as he is still convinced that there is a problem with our system.

He told me that the office was closed on 30/11/00, and the contract has been terminated. He has a meeting with his solicitor on Tuesday and now feels in a position to start court proceedings.

Roger has obtained names of Fujitsu's management and intends to log a complaint with them.

He says he has evidence given to him by our help desk, presumably in telephone conversations.

I have told my manager Dave Law and we decided to document the event and asked you if you want to log it as a cross domain problem.

I know that once a SMPR tells PON/POCL of their intention to take legal action that you hand over to your legal department. I need PON to make it very clear to Roger that I can't and won't engage in conversations about this.

Regards

Claudia

£14K losses — blamed on Horizon. Refused use system

POCL's equipment Cont. ended — no st. to inspect.

— POCL have pay for testing ?

POL00118220

POST OFFICE

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

8th February 2001

Dear Mrs Wolstenholme,

Further to my letter dated 19 January 2001 I am writing to you to confirm arrangements with your remuneration.

You are due to receive £19 322.85 remuneration for the period from your suspension, 30 November 2000, until your last day of service, 28 February 2001.

However, due to the fact that there are outstanding losses at the office, the amount currently stands at £17 825.37, which are losses you are liable to repay to Post Office Counters Limited under your contract for services, Section 9(M) paragraphs 12 and 13, these losses will be set off against the amount of the remuneration due to you. The balance of the remuneration due to you will be paid to you when all matters between yourself and Post Office Counters Limited are resolved in view of the claim which you have made for rental for the equipment at the Cleveleys Post Office.

Yours sincerely

GRO

Elaine M Tagg
Retail Network Manager

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POL00118220

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

8th February 2001

Dear Mrs Wolstenholme

Further to your letter of 29th January 2001 when you advised us that "it is in your best interests to adhere to the present contract" and you would "need to re-assess the terms and conditions for the occupation of the whole of the ground floor" of your premises at 2 Runnymede Avenue if the present contract was no acceptable to a temporary agent.

I note the position in relation to yourself and Mr Patel but the question of whether you grant Mr Patel a licence or a full lease is a matter for both parties and their legal advisers and Post Office Counters Limited cannot comment upon this. I can advise you that Mr Patel has indicated to Elaine Tagg, Retail Network Manager, that he is no longer interested in being appointed as a temporary subpostmaster at Cleveleys.

I note the claim you have made for rent for Post Office Counters Limited's equipment remaining on your premises after 30th November 2000. There is nothing in your contract for services which allows such a charge to be made, and I would point out that is in both your interests and those of Post Office Counters Limited that the equipment remain upon the premises while negotiations are continuing for an interim Subpostmaster to take over the post office.

You have informed me in your letter that you have entered into negotiations with Mr Patel for him to act as an interim Subpostmaster and, in those circumstances, it cannot be said that Post Office Counters Limited is denying you the redevelopment of your business property as it is allowing you to enter into negotiations with Mr Patel on the basis of the present premises being an ongoing concern as a sub post office as it is fully equipped. In these circumstances it is not possible for you to unilaterally impose a rental charge for the equipment remaining on your premises.

If it is decided the post office cannot be run from your premises, Post Office Counters Limited will undertake to remove the equipment as soon as possible from your premises and to make good any repair necessary as a result of the removal. I would however make it clear that Post Office Counters Limited does not agree to pay a rent for equipment which has remained on the premises from 30th November 2000.

Yours faithfully

GRO

Elaine M Tagg
Retail Network Manager
GRO

Post Office Network
Post Office Counters
[illegible]

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POL00118220

GRO

GRO

HAND DELIVERED.

CLEVELEYS.

GRO

Dear Elaine,

Re. your letter dated 8.02.01. You state that I am liable for the outstanding losses at the office under my contract Section 9m paragraph 12 & 13, please provide proof that these losses have been caused through my own negligence, carelessness or error and not through that of computer failure. Also please provide copies of all error notices issued for Cleveleys MSPO from 2.00 to date.

yours sincerely

GRO

MRS. J. WOLSTENHOLME.

Martin Mitchell - Late A/C's Friday 16/2 ext 2130

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POL00118220

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

20th February 2001

Dear Mrs Wolstenholme

Further to your letter of 15th February 2001 I can only reiterate that under Section 9(M) paragraphs 12 and 13 of the Modified Subpostmaster Contract you are liable for all losses caused by your own "negligence, carelessness or error". You were given the several opportunities to put forward your case why you should not repay these losses and my letters of 21st June 2000, 3rd November, 2000, and 20th November 2000, refer.

I have spoken to Transaction processing and they tell me the information you are requesting re copies of error notices issued is not available. If you require financial information or accounting details from Cleveleys MSPO you should contact Late Accounts, Post Office Network Transaction Processing, No 1 future Walk, West Bars, Chesterfield S49 1PF.

On a further point, during my visit to the premises on Thursday 1st February 2001, you were verbally advised of Post Office Networks intention not to use your premises and our further intention to recover our computer equipment on Friday 16th February 2001. Despite our confirming this date with you at that meeting I understand the engineers were denied access to the equipment when they attended the premises on Friday 16th.

Post office network is active seeking alternative premises from which to offer its services and I apologies if you misunderstood our intentions during our visit on 1st February 2001.

Further arrangements are now being made to recover our equipment. I shall ask the engineers to contact you to arrange a suitable date for recovery of the equipment and ask that you give them every assistance by allowing them the necessary access. If further access is denied we shall have no alternative but to instigate legal proceedings to recover our property.

Your sincerely

Elaine Tagg
Retail Network Manager

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POL00118220

POST OFFICE

Mrs J Wolstenholme
GRO
GRO Cleveleys
GRO

26th February 2001

Dear Mrs Wolstenholme

During my visit to Cleveleys MSPO on Friday 23rd February 2001, I asked Mr Roger Harrison, your business partner, if reports from various sources that you and he intended to sue the Post Office were true. Mr Harrison indicated that you were currently consulting with a solicitor about the matter. Mr Harrison indicated that he was speaking with your authority.

As you have now consulted a solicitor, I must ask that you cease writing to me and address all correspondence about Cleveleys MSPO to Mr Jim Cruise. Senior Lawyer, Post Office Legal Services, Impact House, 2 Edridge Road, Croydon, Surrey CR9 1PJ.

Yours sincerely

GRO

Elaine Tagg
Retail Network Manager
GRO

Post Office Network
Post Office Counters Ltd
Derby Street
Preston
PR1 1HZ

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12 March, 2001

Catherine Churchard LLB
Solicitor & Legal Services Director

Legal Services
Impact House
2 Edridge Road
CROYDON CR9 1PJ

Telephone: GRO
Fax:
Email: jim.cruise GRO

Our Ref: LD/61926/JAC/alb
Your Ref:

Mrs J Wolstenholme
GRO
Cleveleys
GRO

Dear Madam

RE: CLEVELEYS SUB POST OFFICE

I refer to your letter dated 15 February 2001 sent to Elaine Tagg, the Retail Network Manager for the Cleveleys sub post office.

The Cleveleys MSPO had 10 stocks, 8 individual balanced ones and 2 shared stocks. Although it has been claimed by you that the two shared stocks have created problems the call logs do not substantiate this claim. There is also an audit report to say that the system was working perfectly well whilst the Audit Team were using it. The various checks that have been made by Retail Network Managers following complaints by you have not revealed any problems with the Horizon equipment, and the system was fully checked before being issued to the Cleveleys MSPO. I have also received instructions to say that you have never identified any particular error in the system.

There is no evidence to show that the Horizon equipment is at fault and that it is as a result of any such fault that the losses have occurred. Post Office Counters Limited are satisfied therefore that the losses have been caused through either the negligence, carelessness or error of yourself or the assistants at the office. It is for this reason that Post Office Counters Limited is holding you liable under your contract for services for the losses.

In relation to your request to provide copies of the error notices issued for Cleveleys MSPO from 7 February 2000 to date, these have already been issued to you. It is not possible for Post Office Counters Limited to supply further copies of the error notices as you have requested.

I have also been instructed by Post Office Counters Limited to write to you concerning the Horizon Equipment at the sub post office and, in particular, the safes at the office. The safes belong to Post Office Counters Limited and you have no right to keep the safes. A formal request has already been made to return the safes to Post Office Counters Limited.

IRRELEVANT

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This request has not been complied with and you are unlawfully detaining these goods. If you do not allow access for Post Office Counters Limited to remove its equipment by Friday 16 March 2001, legal proceedings will be taken against you for delivery up of the safes and also of the Horizon equipment. The proceedings will be served upon you at the above address.

It is therefore essential that you co-operate with Post Office Counters Limited to allow them to remove its equipment from the premises. Please contact Elaine Tagg to allow the equipment to be collected.

Yours faithfully

JAMES CRUISE

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IRRELEVANT

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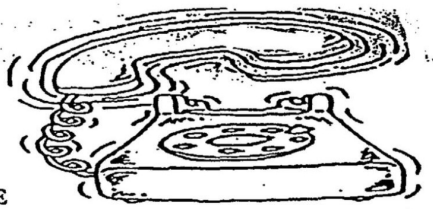
SLM
INCOMING



TELEPHONE ATTENDANCE NOTE

I TELEPHONED ☐ THEY TELEPHONED ☑

CASE NAME AND/OR NUMBER LD/61926 - CLEVERLYS P.O.

(NAME) MR ROGER HARRISON OF

AT 4.55 ~~AM~~/PM ON 05/3/2001

PLEASE CALL BACK ☑ WILL CALL BACK ☐

RETURNED YOUR CALL ☐ URGENT ☐

THEIR NUMBER: GRO

MESSAGE:- THEY HAVE SCHEDULED REMOVAL OF SAFES & COMPUTERS FOR TOMORROW. THIS IS TOO SHORT A NOTICE. IT WILL HAVE TO BE RESCHEDULED FOR NEXT WEEK

message taken by GRO

POL00118220

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Alan Johnson MP
Minister for Competitiveness

Department of Trade & Industry

1 Victoria Street
London SW1H 0ET

Direct Line
GRO

DTI Enquiries
GRO

Fax number GRO

E-mail
MPST.Johnson GRO

Mrs Joan Humble MP
House of Commons
London
SW1A 0AA

Your ref: SR/CC

1 May 2001

Dear Joan

Thank you for your letter of 24 March 2001 concerning suspension of post office facilities at Cleveleys Post Office and correspondence from your constituents, the Subpostmistress, Mrs J Wolstenholme, GRO GRO and Mr J D Grime, GRO GRO Please accept my apologies for the delay in replying.

First, I must explain that it has been the policy of successive Governments that decisions relating to the day to day running of the postal businesses are the responsibility of Post Office management. Moreover, from 26 March 2001, the Government's role is that of shareholder in a public limited company. Under the Government's Post Office reforms, the Government has given the Post Office greater commercial freedom and has established an arms length relationship so that the Post Office Board can run the company as it sees fit. However, I am always concerned to hear of problems concerning post offices and therefore I asked my officials to get in touch with Post Office Headquarters to establish the background to the position Mrs Wolstenholme has outlined to you.

The Horizon automation project is being undertaken by the Post Office to provide the entire counters' network with a modern computerised system for conducting their business. Government is contributing almost £500 million to the capital cost and equipment has now been installed in the majority of network offices. An important factor in maintaining the network is the amount of new business which can be attracted to post office outlets. Horizon will provide an automation platform which will be the best means of enhancing the services on offer at post offices by attracting new clients and services to strengthen viability of the network in the longer term and to replace traditional business which has been progressively eroded by people's changing needs and habits.

As well as offering an automation platform with the potential to deliver new services, the system provides a central, electronic accounting and management information system to more efficiently, accurately and securely deliver the traditional services offered by the post office network. It is key therefore that once an outlet has been

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connected to the central system, the equipment remains in use. To that end, Post Office Network (PON) has in place an off-site training programme for all counter staff who must demonstrate satisfactory use of the Horizon system before they are permitted to operate the equipment in the sub post office. A telephone Helpline provides support and advice on day to day operating difficulties.

On the particular matter of the performance of the Horizon computer system at Cleveleys, the records of PON differ from that of Mrs Wolstenholme's account of difficulties. Between the time of equipment installation in February 2000 and the beginning of June, the Helpdesk logged no calls relating to system failure at Cleveleys. Thirteen calls were recorded between June and November but none concerned major system difficulties. In addition, the Retail Network Manager had requested that the office record for themselves any incidences of system failures, however the log sheet remained blank. Three lots of additional training were given to staff as a result of identification of accounting errors and advice given concerning contacts should further difficulties occur. At an on-site visit on 22 August 2000 a senior PON manager invited comments concerning problems with the Horizon system but no issues were raised.

On contact with Mrs Wolstenholme's bank, the approach was made by an officer of the Yorkshire Bank to Elaine Tagg, the Retail Network Manager, to explore the possibility of making an arrangement with PON about the post office premises at Runnymede Avenue. Removal of office equipment belonging to PON, in the event of the bank taking repossession action, was also discussed.

PON had hoped to re-establish post office services in Cleveleys at the premises in Runnymede Avenue and had identified a candidate to act as relief Subpostmaster. However, owing to a dispute over access to the post office and the failure of the relief Subpostmaster and PON to agree contractual terms with Mrs Wolstenholme, PON has no further interest in using the premises at Runnymede Avenue as a post office.

Throughout the period of closure of the post office, PON has continued to take the necessary steps to ensure re-establishment of services to its customers in Cleveleys. Earlier this month a new Subpostmaster was appointed and new premises are currently being prepared with a view to opening for business next month. I understand that consultation letters were recently despatched to interested parties outlining the proposed new arrangements.

Finally, with regard to their employment position, subpostmasters are contracted agents of the Post Office, not employees. There are however some complexities in the position of subpostmasters and special arrangements, agreed with the relevant tax authorities and the National Federation of SubPostmasters (NFSP), apply in relation to VAT and to income tax and national insurance. Because of these complexities and the range of views and preferences for, or against, changes among the wider

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community of subpostmasters, the Post Office and the NFSP have to balance carefully any proposals for change in status or contractual terms.

Yours sincerely

GRO

Alan Johnson

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LEONARD HAWORTH & SONS

Solicitors & Commissioners for Oaths

Christopher R. Haworth
Timothy P. Haworth, LL. B.
Consultant:
Leonard A. Haworth

6 CRESCENT EAST
THORNTON CLEVELEYS
LANCS., FY5 3LX
DX 27909 CLEVELEYS

Tel - Cleveleys
GRO

Please ask for Mr. T. P. Haworth | Our Ref. | Your Ref. TPH/PHU/ Harrison & Wolstenholme | Date. 20 June 2001

Mr R J Harrison & Miss J Wolstenholme
2 Runnymede Avenue
THORNTON-CLEVELEYS
Lancs
FY5 1DF

Dear Sir & Madam,

Re Cleveleys Post Office

We enclose a copy of our account dated 14th February 2001 in the sum of £235.00 which we note from our records has not yet been paid and is now overdue for payment. We should be pleased to receive your remittance for the total sum of £235.00 to pay the account within the next seven days.

Yours faithfully,

GRO

Regulated by the Law Society in the conduct of investment business.

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LEONARD HAWORTH & SONS

Solicitors & Commissioners for Oaths

Christopher R. Haworth
Timothy P. Haworth, LL. B.
Consultant:
Leonard A. Haworth

6 CRESCENT EAST
THORNTON CLEVELEYS
LANCS., FY5 3LX
DX 27909 CLEVELEYS

Tel - Cleveleys
GRO

To: Mr R J Harrison & Miss J Wolstenholme
GRO
GRO CLEVELEYS
Lancs

Ref: TPH/Harrison/12348
V.A.T. Invoice No: 001742
Date: 14 February 2001
V.A.T. Rate: 17.5%
V.A.T. Reg. No. 153 7690 47

Details	Costs	Disbursements	V.A.T.
Re: Cleveleys Post Office - 2 Runnymede Avenue - Thornton-Cleveleys			
TO OUR PROFESSIONAL CHARGES for generally acting on your behalf and advising with regard to dispute with Postal Authorities and discussing various arrangements for making the premises available on either Lease or Licence to a new operator of the Post Office including the following:-			
Interview 21 December 2000 - 45 minutes Interview January 2001 - 25 minutes Recorded time engaged in drafting and engrossing proposed Licence Agreement and further time engaged in telephone discussions with you and attendance on yourselves with regard to the Licence Agreement - 90 minutes			
Total time engaged 2 hours 40 minutes @ £90.00 per hour - £240.00			
Account to be settled for:-	200.00		35.00
Totals	£200.00		£35.00

TOTAL DUE £ 235.00

PAID
25.06.01.
CHQ NO. 11.

564

Regulated by the Law Society in the conduct of investment business.

POL00118220

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Consignia

The new name for The Post Office Group

Mrs J Wolstenholme
GRO
CLEVELEYS
GRO

21 August, 2001

Dear Mrs Wolstenholme

Remuneration query

You recently contacted the Call Centre regarding a payment of £1497.48, received between December 2000 and April 2001. Unfortunately I can find no details of any remuneration payment made to you during that period. The final net payment was £6228.37 on 30 November 2000. No payment was due in December 2000, or, as far as I can see, at any time since.

I am sorry I have been unable to contact you by telephone; the number left was incorrect.

Yours sincerely

GRO

Steve Douglas
Payroll

565

Transaction Services, Capstan House, Chandlers' Point, 35 Broadway, SALFORD, M5 2YY
Tel GRO

Consignia plc is registered in England and Wales. Registered number 4138203. Registered office: 148 Old Street, LONDON, EC1V 9HQ.

POL00118220

Problem Updates Entered Between Date Error and Date Error

Problem Number :

P10000268

Problem Title : Cleveleys - system problems

Originating BU: Territories - Northern
Analysis Description: The system has crashed and the office has endured some large losses in their weekly Cash Accounts.Various ICL Pathway teams have attended the office and the initial thoughts, indicated a problem on the ISDN line. This has proved unfounded. ICLP have also changed virtually all the equipment at the counter and the problems have continued to persist.
Date Raised: 06/09/2000
Target Date: 29/04/2001
Current Owner: astlesp
Problem Manager: astlesp
Escalation Level: 0
Modified Date: 30/04/2001
Related Problem:
Audit Trail:

Services Affected: POCL Infrastructure
Severity Level: 3
Received By: potters
Status: Closed
Controller:
Proposer: potters
Escalation Date:
Closure Reason: Not a valid problem
Related ATP Id.:

Solution: Issues could not be proven to be system related. Postmaster has been given notice and has now finished. All issues being dealt with by the legal department.

LOG LIST

POL00118220

Date Due:	Entered By:	Entered On:	Action:	Action Resolution:
8/9/2000	potters	08/09/2000	I have spoken to the Subpostmaster who has given me a history of the problem.	In March / April, the office experienced numerous problems with regards to screen freezes, ghost reports and lock outs. Since then, equipment has been swapped out and ICLP have attended the office on a number of occasions.The office has also experienced losses virtually every week since the Horizon system was installed. These losses have increased significantly during the last 6 weeks. The staff are now balancing using individual stock units and the SPMR has been undertaking a number of security checks to eliminate other possibilities for the losses.

L95

POL00118220

895

14/9/2000	potters	14/09/2000	Check ith Transaction Processing for errors occuring at office.	poke to Susan Kirk within TP.Week 19 - potential error notices totalled approxiamately #1100 in favour of the office. #799 was due to debit cards being incorrectly claimed.Week 20 - a number of errors totalling #215 in favour of the office.I advised the Manager of these potential error notices and he informed that the offices was recieving assistance on Wed 20th Sept 2000 with regards to their Cash Account Balance. This was to establish that all procedures are being undertaken correctly and that the recent cash account errors are not down to human error.

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21/9/2000	potters	15/09/2000	The [illegible]s approximately #12,000 short since "going-live". C/A balance 13/9/00 the office was #2,400 over. The Manager thinks that the problems may lie with the Forde Money Changer. Lynn (Blackpool BO) who works on the Bureau de Change is attending the office on Wednesday 20th September to ensure that procedures are being correctly undertaken.	[illegible]he visit from the Bureau de Change officer from Blackpool BO did not uncover any problems.

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27/9/2000	potters	27/09/2000	Balan date	Unfortunately, Lynn from Blackpool BO was unable to attend the office balance on 20/9/00 GRO The office balanced approximately #155 up.Lynn will be attanding todays balance and checking that processes including the inputing of the Forde Money Changer data is performed correctly.

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25/10/2000	potters	04/10/2000	Spok[illegible] the RNM (Elaine Tagg) regarding the situation. [illegible] explained to her that I believe that a number of the misbalances are due to mistakes being made at the office, as numerous errors have recently occured at the office.Elaine told me that the office did not have a good balancing record prior to "going live" on the Horizon system. She has also seen members of staff making mistakes, while performing transactions.I have forwarded the "error" info to Elaine who will be discussing this matter with the Subpostmaster.	[illegible]he RNM spent 5 hours at the office trying to sort the problem out. She is under the impression that the majority of the problems at the office are definately caused by the office and not the system. However, the Manager has stated that figures inputted into line 2052 - Foreign currency - sterling equivalent have changed!!! Therefore, Mike Baxter (Regional co-ordinator) has made a request for an FSM to visit the office.

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21/11/2000	potters	07/11/2000	Dann[illegible]ry has received a request from Mike Baxter for further assistance with the office.	[illegible] request has been made to ICL Pathway for a Field Support Manager to visit the office.Claudia Walker has visited the office and has resolved the issues surrounding the Communications.The Subpostmaster attempted to raise the problems regarding the losses with Claudia, but Elaine Tagg (RNM) catagorically stated that the losses were a PON issue and were not the concern of Claudia.The system is also running slower since the upgrade to CSR+, Claudia has raised this as a problem and is happy to re-visit the office if the problem persists.

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29/11/2000	potters	22/11/2000	The S[illegible]stmaster has requested the call logs from both the HSH and NBSC from June 2000. This is due to the #15,000 losses since June. Adele Kilcoyne is checking the Data Protection Act to determine whether the information can be provided.	Harvey Skipsey has OK'd this to happen. I have forwarded the call logs to the RNM 05/12/00.

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5/12/2000	potters	01/12/2000	Elain[illegible]g has suspended the Subpostmaster, because she i[illegible] unwilling to use the Horizon system. Auditors and Elaine completed the Cash Account this week.	Forwarding the call logs (HSH & NBSC) to Elaine for the disciplinary hearing.

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19/12/2000	astlesp	19/12/2000	SNA( )T	The postmaster has been suspended. I have asked Elaine Tagg the RNM for an update on the current situation.

SLS

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8/1/2001	astlesp	08/01/2001	Upd	01/01

I spoke to Elaine Tagg. She has lots of evidence to suggest the majority of the losses are caused by the office. She has also been in contact with the contracts team etc to discuss options. It does look like they may be given 3 months notice but there are also issues around the losses and payment for the three months. Eliane has said there is nothing we can do at the moment but I will speak to her once a month to get updates.

POL00118220

12/1/2001	astlesp	08/01/2001	Upda 01/01The postmistress has called in requesting th call logs from Powerhelp and NBSC.	Adele Kilcoyne is looking at the data protection act side of this.

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2/2/2001	astlesp	30/01/2001	E-ma[illegible]t to Eliane Tagg requesting latest position and if [illegible] problem should remain open.	PaulaThe subpostmistress has been given 3 months notice - last day of service 28th February 2001Her defence that the system was malfunctioning was not backed by any documentary evidence and whilst it was her sole defence there were several other areas of "mal practice" at the office on which we were able to justify her being given 3 months notice i.e. failure to repay losses, failure to run the office, properlyThe call logs proved she had not logged any re-curring problems and I was advised to concentrate more on her poor performance than the credibility of the system.We are expecting her to take the case further (she has no right of appeal but has seen a solicitor to pursue her claims that the system was malfunctioning) so although the case may seem closed now, you may need to keep an eye on the situation for the future.Elaine

SLS

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2/2/2001	astlesp	02/02/2001	Chec[illegible]n RNM Elaine Tagg if the office is closing and wh[illegible] will be dealing with the contractual side of this.	The office is to be relocated (where to we dont yet know!)Rebecca U Robinson is taking over the contractual bit from me now - she's based at Leeds. You can contact her via e mail or one[illegible] GRO

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16/2/2001	astlesp	08/02/2001	E-ma[illegible]ceived from ICLPaula,Roger Harrison the SMPR[illegible] partner phoned me today to ask me if I could ask ICL to send experts to look at his system as he is still convinced that there is a problem with our system.He told me that the office was closed on 30/11/00, and the contract has been terminated. He has a meeting with his solicitor on Tuesday and now feels in a position to start court proceedings.Roger has obtained names of Fujitsu's management and intends to log a complaint with them.He says he has evidence given to him by our help desk, presumably in telephone conversations.I have told my manager Dave Law and we decided to document the event and asked you if you want to log it as a cross domain problem.I know that once a SMPR tells PON/POCL of their intention to take legal action that you hand over to your legal department. I need PON to make it very clear to Roger that I can't and won't engage in conversations about this.RegardsClaudia	E-mail forwarded to RNM and Contractual team for a response.Rebecca Robinson is dealing with this and will advise of the next course of action.

POL00118220

Audit Manager _____

Part 3

Date	Particulars	Charges	Allowances
04/12/2000	Final Cash A/c balance	14109.91	
11/10/2000	MV RENEWAL FEES	85.25	
09/11/2000	AUTOMATED PRODUCTS		100.00
09/11/2000	PERSONAL BANKING		100.00
04/12/2000	BUREAU DE CHANGE POS REV.		22.54
29/11/2000	REMS FM OTHER OFFICES	200.00	
10/08/2000	TRAVELLERS CHEQ. PURCHASE		63.39
04/12/2000	SPSO FRAUD	120.00	
22/11/2000	PENSIONS & ALLOWANCES	10804.81	-
	TOTAL	25319.97	285.93
	NETT TOTAL	25034.04	

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TP6

FORMER SUBPOSTMASTERS STATEMENT OF ERRORS

OFFICE NAME CLEVELEYS OFFICE CODE 153 405 REGION 853.

DATE OF ERROR 22/11/00 WEEK No 35 £ 10,804·81 CHARGE/[redacted]

CASH ACCOUNT LINE No. 1066 LINE DESCRIPTION PENSIONS & ALLOWANCES.

Cash Account Entry = £ NIL Supporting Document Total = £ -10804·81

DETAILS OF ERROR (PLEASE PROVIDE FULL SUPPORTING EVIDENCE)

P&A ERRORS IN THE PERIOD 18/10/00 (30) — 22/11/00 (35)

DATE OF ERROR ...../...../..... WEEK No ..... £.....CHARGE/CLAIM

CASH ACCOUNT LINE No. ..... LINE DESCRIPTION.....

Cash Account Entry = £..... Supporting Document Total = £ .....

DETAILS OF ERROR (PLEASE PROVIDE FULL SUPPORTING EVIDENCE)

DATE OF ERROR ...../...../..... WEEK No ..... £.....CHARGE/CLAIM

ASH ACCOUNT LINE No. ..... LINE DESCRIPTION.....

Cash Account Entry = £..... Supporting Document Total = £ .....

DETAILS OF ERROR (PLEASE PROVIDE FULL SUPPORTING EVIDENCE)

Tick if manual JV required ☑

NB A manual JV is needed when an error is forced after the CLASS data has been archived

Duty Holders Signature D Hall ext GRO

Authorised/Checked by(POA) GRO ext GRO

Date of authorisation 24/05/02

(REVISED NOV 98)

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03/04 '01 TUE 13:49 FAX GRO NETWORK BANKING 002

PAGE 1

OFFICE:CLEVELEYS
CODE:153/405

WEEK ENDED	WEEK NO	DOCKET TOTAL AMENDED TOTAL	CHARGE	CLAIM	ERRORS
18/10/00	30	£147,961.34 £151,027.12		£3,065.78	GROUP 14 1 ORDER VALUE £114.65 CLAIMED BUT NOT RECEIVED £114.65 DISALLOWED GROUP 5 GROUP TOTAL OF £9710.95 C/FWD TO FRONT OF MAIN DOCKET AS £9510.95 £200.00 ALLOWED GROUP 6 GROUP TOTAL OF £2708.84 C/FWD TO FRONT OF MAIN DOCKET AS £2408.84 £300.00 ALLOWED GROUP 10 GROUP TOTAL OF £18953.59 C/FWD TO FRONT OF MAIN DOCKET AS £18747.26 £206.33 ALLOWED GROUP 11 GROUP TOTAL OF £6340.20 C/FWD TO FRONT OF MAIN DOCKET AS £6263.05 £77.15 ALLOWED GROUP 13 GROUP TOTAL OF £78135.79 C/FWD TO FRONT OF MAIN DOCKET AS £76148.37 £1987.42 ALLOWED GROUP 14 GROUP TOTAL OF £26919.36 C/FWD TO FRONT OF MAIN DOCKET AS £26509.83 £409.53 ALLOWED

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:NW 52/01 PAGE 1 OFFICE:CLEVELEYS
FD REF :NWB/066/01 BCI CODE:153/405

WEEK ENDED	WEEK NO	DOCKET TOTAL AMENDED TOTAL	CHARGE	CLAIM	ERRORS
10/00	29	£143,953.06 £138,475.18	£5,477.88		GROUP 5 192 ORDERS TOTAL VALUE £7200.55 CLAIMED. 184 ORDERS TOTAL VALUE £6935.25 RECEIVED £265.30 DISALLOWED GROUP 6 45 ORDERS TOTAL VALUE £3546.70 CLAIMED. 44 ORDERS TOTAL VALUE £3373.48 RECEIVED £173.22 DISALLOWED GROUP 7 59 ORDERS TOTAL VALUE £9581.04 CLAIMED. 58 ORDERS TOTAL VALUE £9381.04 RECEIVED £200.00 DISALLOWED GROUP 10 143 ORDERS TOTAL VALUE £15694.97 CLAIMED. 138 ORDERS TOTAL VALUE £15220.62 RECEIVED £474.35 DISALLOWED GROUP 11 86 ORDERS TOTAL VALUE £6115.97 CLAIMED. 82 ORDERS TOTAL VALUE £5788.78 RECEIVED £327.19 DISALLOWED GROUP 12 48 ORDERS TOTAL VALUE £1600.00 CLAIMED. 45 ORDERS TOTAL VALUE £1567.21 RECEIVED £32.79 DISALLOWED GROUP 13 1017 ORDERS TOTAL VALUE £74222.45 CLAIMED. 976 ORDERS TOTAL VALUE £71340.62 RECEIVED £2881.83 DISALLOWED

CONT....

COMPLETED BY GRO 28/6/01 CHECKED BY : GRO

POL00118220

20F

FO :NW 52/01 PAGE 2 OFFICE:CLEVELEYS
FD RF :NWB/066/01 BCI CODE:153/405

WEEK ENDED	WEEK NO	DOCKET TOTAL AMENDED TOTAL	CHARGE	CLAIM	ERRORS
1/10/00	29	CONT....			GROUP 14 227 ORDERS TOTAL VALUE £25895.38 CLAIMED. 218 ORDERS TOTAL VALUE £24772.18 RECEIVED £1123.20 DISALLOWED
5/11/00	34	£144,880.68 £139,190.51	£5,690.17		GROUP 5 3 ORDERS TOTAL VALUE £175.00 CLAIMED BUT NOT RECEIVED £175.00 DISALLOWED GROUP 6 1 ORDER VALUE £46.40 CLAIMED BUT NOT RECEIVED £46.40 DISALLOWED GROUP 7 6 ORDERS TOTAL VALUE £1362.20 CLAIMED BUT NOT RECEIVED £1362.20 DISALLOWED GROUP 10 5 ORDERS TOTAL VALUE £438.22 CLAIMED BUT NOT RECEIVED £438.22 DISALLOWED GROUP 11 3 ORDERS TOTAL VALUE £230.86 CLAIMED BUT NOT RECEIVED £230.86 DISALLOWED GROUP 12 8 ORDERS TOTAL VALUE £251.39 CLAIMED BUT NOT RECEIVED £251.39 DISALLOWED GROUP 13 21 ORDERS TOTAL VALUE £1411.27 CLAIMED BUT NOT RECEIVED £1411.27 DISALLOWED GROUP 14 16 ORDERS TOTAL VALUE £1774.82 CLAIMED BUT NOT RECEIVED CONT.... £1774.82 DISALLOWED

OMPLETED BY GRO 28/6/01 CHECKED BY GRO

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:NW 52/01 PAGE 3 OFFICE:CLEVELEYS
FD RE NWB/066/01 BCI CODE:153/405

WEEK ENDED	WEEK NO	DOCKET TOTAL AMENDED TOTAL	CHARGE	CLAIM	ERRORS
/11/00	34	CONT....			GROUP 13 1 ORDER VALUE £50.25 CLAIMED AS £50.26 £0.01 DISALLOWED
2/11/00	35	£139,235.68 £136,533.14	£2,702.54		GROUP 10 1 ORDER VALUE £89.84 CLAIMED AS £89.34 £0.50 ALLOWED GROUP 13 1 ORDER VALUE £89.15 CLAIMED AS £89.13 £0.02 ALLOWED GROUP 13 1 ORDER VALUE £78.65 CLAIMED AS £78.45 £0.20 ALLOWED GROUP 5 225 ORDERS TOTAL VALUE £10168.20 CLAIMED. 224 ORDERS TOTAL VALUE £10108.20 RECEIVED £60.00 DISALLOWED GROUP 7 40 ORDERS TOTAL VALUE £6170.41 CLAIMED. 39 ORDERS TOTAL VALUE £5964.01 RECEIVED £206.40 DISALLOWED GROUP 10 160 ORDERS TOTAL VALUE £18046.49 CLAIMED. 153 ORDERS TOTAL VALUE £17296.09 RECEIVED £750.40 DISALLOWED GROUP 12 56 ORDERS TOTAL VALUE £1704.01 CLAIMED. 53 ORDERS TOTAL VALUE £1647.31 RECEIVED £56.70 DISALLOWED

CONT....

:OMPLETED BY GRO 28/6/01 CHECKED BY : GRO

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REF:NW 52/01 PAGE 4 OFFICE:CLEVELEYS
PFD F:NWB/066/01 BCI CODE:153/405

WEEK ENDED	WEEK NO	DOCKET TOTAL AMENDED TOTAL	CHARGE	CLAIM	ERRORS
22/11/00	35	CONT....			GROUP 13 932 ORDERS TOTAL VALUE £68861.01 CLAIMED. 922 ORDERS TOTAL VALUE £68183.62 RECEIVED £677.39 DISALLOWED GROUP 14 221 ORDERS TOTAL VALUE £25184.40 CLAIMED. 216 ORDERS TOTAL VALUE £24232.03 RECEIVED £952.37 DISALLOWED

COMPLETED BY GRO 28/6/01 CHECKED BY : GRO