

**From:** Rodric Williams <[REDACTED] GRO>  
**To:** "Parsons, Andrew" <[REDACTED] GRO>  
**Cc:** Jessica Madron <[REDACTED] GRO>  
**Subject:** FW: Post Office Group Action - Letter of Response [BD-4A.FID26859284]  
**Date:** Mon, 25 Jul 2016 10:41:30 +0000  
**Importance:** Normal  
**Attachments:** \_DOC\_33380020(1)\_DRAFT\_Letter\_of\_Response\_16\_July\_2016\_with\_Jessica's\_review.docx  
**Inline-Images:** image004.png; image005.png; image006.jpg; image007.jpg; image008.jpg

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Andy, I discussed the LoR with Jessica on Friday and updated her on the Steering Group's discussion, in particular about the terms.

Jessica is on board with the rationale for implying the two terms into the agent's contract, i.e. a constructive concession on a point the court is likely to make; obviates the myriad of more onerous terms that Freeths want to imply; draws compliance with/breach of the terms down to the specific circumstances of each case (which suits us) rather than overarching general obligations (which suits them).

Jessica – please correct me if I've misstated our discussion!

During our discussion, we did wonder whether we should make the following amendment to the second of the implied terms (in **bold**):

"4.34.2 Each party must provide the other with such cooperation as is **reasonably** necessary to the performance of that other's obligations under the contract (the "Reasonable Cooperation Term")."

This would provide a bit of a buffer for argument as to what is "necessary" (which will not be the same for agent), and bring the clause in line with its definition.

Please let me know if you'd like to discuss.

Kind regards, Rod

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**From:** Jessica Madron  
**Sent:** 19 July 2016 16:04  
**To:** Parsons, Andrew  
**Cc:** Rodric Williams; amy.prime <[REDACTED] GRO>  
**Subject:** RE: Post Office Group Action - Letter of Response [BD-4A.FID26859284]

Andy

Please see my review up as far as 5.13 . I will try to do the rest tomorrow. I'm in meetings now for the rest of the day.  
Many thanks



**Jessica Madron**  
Head of Legal (Infrastructure and DR)

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GRO  
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**From:** Parsons, Andrew [mailto:[\[redacted\]](#) GRO]  
**Sent:** 16 July 2016 15:10  
**To:** Jessica Madron <[\[redacted\]](#) GRO>  
**Cc:** Rodric Williams <[\[redacted\]](#) GRO>, Prime, Amy <[\[redacted\]](#) GRO>  
**Subject:** Post Office Group Action - Letter of Response [BD-4A.FID26859284]

Jessica

As discussed, please find attached the draft Letter of Response to Freeths that includes Counsel's approach to the implied terms in the postmaster relationship. Section 4 is where we address contractual issues, in particular paragraphs 4.34 and 4.35.

Other parts of the letter that you might find interesting are:

- Intro / executive summary
- Section 4A: on the background to the postmaster relationship
- Schedule 5: Contract models and variations.

Any comments on these paragraphs (or on any other part of the letter) are welcomed.

Kind regards  
Andy

**Andrew Parsons**  
Partner

*Bond Dickinson*

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