

From: "Parsons, Andrew" <[REDACTED]>
To: Rodric Williams <[REDACTED]>
Cc: Jessica Madron <[REDACTED]>
Subject: RE: Post Office Group Action - Letter of Response [BD-4A.FID26859284]
Date: Mon, 25 Jul 2016 16:25:04 +0000
Importance: Normal
Inline-Images: image001.jpg; image002.jpg; image003.jpg; image004.png; image005.png

Rodric, Jessica

Thanks. A couple of people have raised this.

We're going to tweak the definition, rather than the clause, to refer to the "necessary cooperation test" so that the wording is consistent. We're keen to use the word "necessary" because this ties in with the case law on implied terms, which says that a term will only be implied where necessary to do so.

Hope this makes sense – shout if not.

Kind regards
Andy

Andrew Parsons
Partner

Bond Dickinson

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From: Rodric Williams [mailto:[REDACTED]]
Sent: 25 July 2016 11:42
To: Parsons, Andrew
Cc: Jessica Madron
Subject: FW: Post Office Group Action - Letter of Response [BD-4A.FID26859284]

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

From: Jessica Madron
Sent: 19 July 2016 16:04
To: Parsons, Andrew
Cc: Rodric Williams; amy.prime [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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The Post Office Legal Team was recognised as one of the top In-House Retail Teams at the Lawyer Awards 2016

From: Parsons, Andrew [[mailto:\[GRO\]](#)]
Sent: 16 July 2016 15:10
To: Jessica Madron [GRO]
Cc: Rodric Williams <[GRO]>; Prime, Amy <[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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