

2019

Deed of Variation

of

Grant Framework Agreement

Post Office Limited <sup>(1)</sup> and  
National Federation of Sub-Postmasters <sup>(2)</sup>

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DATE

2019

## PARTIES

- (1) **POST OFFICE LIMITED** a company incorporated and registered in England and Wales with company number 02154540 whose registered office is at Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ (**POL**);
- (2) **NATIONAL FEDERATION OF SUB-POSTMASTERS** a company incorporated and registered in England and Wales with company number 09771284 whose registered office is at Evelyn House, 22 Windlesham Gardens, Shoreham-by-Sea, United Kingdom BN43 5AZ (**NFSP**).

## BACKGROUND

- (A) POL and the entered into a grant framework agreement (**Grant Agreement**) on 21 July 2015 with the National Federation of Sub-Postmasters (an unincorporated association) (**Outgoing Party**).
- (B) The Grant Agreement was amended and novated to the NFSP by a deed of novation and variation between POL, the Outgoing Party and the NFSP and dated 5 September 2016 (**Novation Agreement**).
- (C) The parties wish to further amend the Grant Agreement as set out in this deed with effect from the date of this deed (**Effective Date**).

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

Unless otherwise separately defined in this deed, the words and expressions defined in the Grant Agreement, together with the interpretation provisions therein, shall have the same meaning and effect as if set out in full in this deed.

### 2. VARIATION TO THE GRANT AGREEMENT

2.1 With effect from the Effective Date, the Grant Agreement shall be varied as follows:

2.1.1 the definition of "DPA" where it appears in clause 1.1 shall be deleted and shall be replaced by " any and all current and future laws, rules, regulations, and/or directives (whether foreign, federal, state or local) including those that protect Personal Data from unauthorised processing, disclosure, use, or reproduction, or that trigger a duty to notify an individual whose Personal Data has been, or may have been, the subject of unauthorised access or acquisition. "Data Law" includes the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) ("GDPR") and the Data Protection Act 2018 and any other applicable laws relating to data protection or privacy in the United Kingdom including any successor legislation".

2.1.2 the definition of "Event of Clawback" where is appears in clause 1.1 and where it appears in the remainder of the Grant Agreement shall be deleted .

2.1.3 in clause 4.5.3 the words "proposed use of the " shall be inserted between the works "the" and "Annual" and the works "can and can't be used for shall be deleted".

2.1.4 in clause 4.7 word "review" shall replace the word "approval".

2.1.5 Clauses 4.8-4.10 shall be deleted.

2.1.12.1.6 clause 5.2 shall be amended by deleting "(subject to clause 5.3 and any obligations of confidentiality which are contained in this Agreement, any other agreement between POL and the NFSP or elsewhere which contain obligations of confidentiality)";

2.1.22.1.7 the text in clause 4.4 shall be deleted and replaced with " When the NFSP introduces a system of free membership of the NFSP for some or all Post Office Operators then the NFSP shall discuss such a process with POL in advance.";

2.1.32.1.8 clauses 5.3, 5.7, 5.9 and 15.1.3 shall be deleted and the remaining sub-clauses in clauses 5 and 15.1 shall be renumbered accordingly; ~~and~~

2.1.9 clause 6.2 shall be amended to delete the word "approved" where it appears in the clause;

2.1.10 clause 17.1 – 17.5 shall be deleted in their entirety and the remaining sub-clauses shall be renumbered accordingly.

2.1.11 Sub clauses 17.6.1 and 17.6.3 shall be deleted and the remaining sub-clause shall be renumbered accordingly.

2.1.42.1.12 clause 23.2 shall be amended by deleting "Subject to POL's rights set out in clauses 23.3 and 24 (Freedom of Information), the parties shall keep confidential the contents of this Agreement." and the word "also where it appears after the words "The parties shall".

2.2 Except as expressly set out in this clause 2, the Grant Agreement and the Novation Agreement shall continue in full force and effect.

### 3. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### 4. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This Deed is made on

2019

Executed as a deed by affixing the  
Common Seal of **POST OFFICE  
LIMITED** in the presence of a duly  
authorised signatory:

.....  
A duly authorised signatory

Executed as a deed by **NATIONAL  
FEDERATION OF SUB-**

**POSTMASTERS** acting by two  
Directors or by one Director and the  
Company Secretary:

.....  
Director

.....  
Director/Secretary

**[Annex  
The Grant Agreement]**