



POSTMASTER SUPPORT POLICIES

Postmaster Contract Performance Policy

Version – V3.0

Post Office is determined to reset its relationship with postmasters and has introduced policies that set out guidelines on how Post Office should support postmasters, specifically for use across twelve areas.

The policies stand on their own but should be reviewed in conjunction with each other. Support teams should have an awareness of all twelve policies and how they link together.

The twelve Postmaster Support Policies are listed in section 3.2 of this policy and can be found [on the hub, here](#).



1.	Definitions	4
1.1.	Definitions	4
2.	Overview	5
2.1.	Introduction by the Policy Owner	5
2.2.	Purpose	5
2.3.	Core Principles	5
2.4.	Application	6
2.5.	The Risk.....	6
3.	Risk Appetite.....	8
3.1.	Risk Appetite	8
3.2.	Policy Framework	8
3.3.	Who must comply?	9
3.4.	Roles & Responsibilities	9
3.5.	Minimum Control Standards	11
4.	Procedure	13
4.1.	Contract Performance Issues	13
4.2.	Investigation	14
4.3.	Contract Performance Rationale	15
4.4.	Contractual Action	15
4.5.	Monitoring Period.....	16
5.	Where to go for help	17
5.1.	Additional Policies.....	17
5.2.	How to raise a concern	17
5.3.	Who to contact for more information.....	17
6.	Governance.....	18
6.1.	Governance Responsibilities	18
7.	Control	19
7.1.	Policy Version	19
7.2.	Policy Approval & Review	20
	Company Details.....	20
8.	Appendices.....	21

8.1. Contract Performance Rationale	21
8.2. Process Map.....	26

1. Definitions

1.1. Definitions

1. **Audit** - This is a comprehensive assessment of the current trading position of a branch, and includes the verification of reported levels of cash, foreign currency (if applicable), stock items and vouchers as well as a compliance review, to check if mandatory business conformance and regulatory compliance controls are operating as intended.
2. **Contractual Action** – the means of resolving a performance matter with a postmaster through a formal request, most commonly a Written Direction.
3. **Contract Performance Issue** – A matter that arises where a postmaster is not meeting their obligations as set out in their contract to the required standard in relation to a material matter.
4. **Contract Performance Rationale** (see Appendix 8.1) - A rationale completed by the Contract Advisor which captures the facts and findings of the investigation into the matter and sets out the rationale outlining next steps.
5. **Postmaster** – this refers to a limited company, partnership, limited liability partnership or individual that contracts with the Post Office in its or their capacity as a postmaster in the network, or assistants of such postmasters.
6. **Written Direction** – A formal letter issued following the investigation which outlines the breach of contract, sets out expectations and what is required of the postmaster and explains the consequences of not doing so.

2. Overview

2.1. Introduction by the Policy Owner

The Franchise Partnering Director has overall accountability to the Board of Directors for the design and implementation of controls to manage risk in the network¹. Risk in the network is an agenda item for the Risk Committee and the Post Office² board is updated as required.

This policy is a non-contractual document provided for information. It does not form part of a contract between postmasters³ and Post Office.

This policy forms part of a suite of policies designed to deal with the management of postmaster contracts and for those teams deploying any aspect of this policy it should be read together with the Postmaster Contract Suspension and Postmaster Contract Termination policies. These policies can be found on the hub, [here](#).

2.2. Purpose

This policy is part of a framework that has been established to set the minimum operating policies relating to the management of contracts with postmasters (which may be companies, sole traders or partnerships) throughout the network.

It is important that each postmaster is able to ensure the obligations as set out in their contract are performed to the standards required and are provided support by Post Office to meet these standards. Post Office recognises that there will be occasions where these standards are not being met.

The purpose of this policy is to identify the circumstances where these standards are not being met, the investigation process and to outline the procedures to be followed to ensure performance of the contract, while supporting the postmaster in this process.

This policy is one of a number of policies which provide a clear risk and governance framework and an effective system of internal control for the management of risk across the Group. Compliance with these policies supports the Group in meeting its business objectives and to balance the needs of customers, shareholders, employees, other stakeholders (such as the government departments) and third party commercial partners including Royal Mail.

2.3. Core Principles

Post Office has an obligation to its customers and clients to ensure that all branches are providing a quality of service and adhering to agreed standards. Post Office is committed to supporting its postmasters in this process.

It is vital that, to the extent reasonably possible, any performance issues are resolved

¹ In this policy, "network" means branches not directly managed by Post Office.

² In this policy, "Post Office" means Post Office Limited.

³ In this policy, "postmaster" refers to the person or entity (which may be a company, sole trader or partnership) contracted with Post Office and any person acting on the postmaster's behalf (as applicable).

through Post Office and postmasters supporting and working with each other through the available methods. It is recognised that formal actions to ensure performance of the contract can be stressful for the postmaster and may have an impact on the operation of the branch; therefore, formal action should only be taken where necessary and where alternative methods to resolve the performance issue have been considered.

Accordingly this policy, and its linked policies, sets out clear and consistent guidelines to ensure that:

- an investigation is carried out to establish the facts before any formal contractual action may be taken and that the postmaster is given the opportunity to identify and address any issues of concern; and
- consideration is given to the postmaster's circumstances when Post Office is deciding whether to take formal contractual action.

Post Office will handle these situations in good faith and apply the principles of fairness, transparency, and professionalism (being the underpinning behaviours of Post Office).

2.4. Application

This policy is applicable to all postmaster contracts⁴ throughout the network.

2.5. The Risk

Post Office is required to investigate a potential contract performance issue before taking any contractual action and in doing so needs to:

- ensure that any decisions taken in respect of a postmaster contract are not exercised arbitrarily, capriciously or unreasonably;
- exercise any contractual power honestly and in good faith for the purpose for which it was conferred on Post Office; and
- exercise any discretion in accordance with the obligations of good faith, fair dealing, transparency, co-operation and trust and confidence.

Failure to deal with a contract performance issue in the correct manner creates risks for both Post Office and postmasters, which include (but are not limited to):

- formal contractual action being taken without proper cause or a contractual basis may cause unnecessary distress for the postmaster and Post Office will not have acted in good faith;
- loss of confidence in how Post Office manages the contractual relationship;
- stakeholders having reduced confidence in Post Office's ability to effectively manage postmaster contracts;
- Post Office may suffer reputational damage; and

⁴ In this policy, "postmaster contract" means contracts which relate to those branches not directly managed by Post Office

- Post Office may be in breach of its contractual or regulatory obligations.

Section 2.5 sets out the minimum control standards that the Post Office has implemented to control these risks.

3. Risk Appetite

3.1. Risk Appetite

Risk appetite is the extent to which the Post Office will accept that a risk might happen in pursuit of day-to-day business transactions. It therefore defines the boundaries of activity and levels of exposure that Post Office is willing and able to tolerate.

Post Office takes its legal and regulatory responsibilities seriously and consequently has:

- **Averse risk appetite** to corporate non-compliance with legal and statutory obligations.
- **Averse risk appetite** for financial crime to occur within any part of the organisation.
- **Averse risk appetite** in relation to unethical behaviour by Post Office staff.
- **Averse risk appetite** for litigation.
- **Cautious risk appetite** for inefficient or ineffective processes that result in: lost time, duplicated effort, and increased risk of financial loss or errors in any part of its business or core processes

Post Office acknowledges, however, that in certain scenarios, even after extensive controls have been implemented, a process may still sit outside the agreed Risk Appetite. In this situation, a risk exception waiver will be required pursuant to the Exemption Process, details of which can be found [here](#).

3.2. Policy Framework

This policy is part of a framework that has been established to set the minimum operating policies relating to the management of our postmaster contract risks throughout the business in line with Post Office's risk appetite. The framework includes the following policies:

- Postmaster Onboarding
- Postmaster Training
- Postmaster Complaint Handling
- Network Monitoring and Audit Support
- Network Cash and Stock Management
- Network Transaction Corrections
- Postmaster Account Support
- Postmaster Accounting Dispute Resolution
- Postmaster Contract Performance (this policy)
- Postmaster Contract Suspension

- Postmaster Contract Termination
- Postmaster Termination Decision Review

3.3. Who must comply?

Compliance with this policy is mandatory for all Post Office employees⁵ who manage postmaster contracts on behalf of Post Office.

Where non-compliance with this policy by Post Office employees is identified by Post Office, Post Office will carry out an investigation. Where it is identified that an instance of non-compliance is caused through wilful disregard or negligence, this will be investigated in accordance with the Group Investigations Policy.

3.4. Roles & Responsibilities

- **Franchise Partnering Director** – is the policy owner, who must comply with the governance responsibilities set out at section 6.1.
- **Head of Contract Management & Deployment** – is accountable for the deployment of this policy, for supporting Post Office personnel who carry out actions under this policy and for regularly reviewing the effectiveness of this policy and for drafting any amendments to it that may be required.
- **Area Manager(s)** – is (are) responsible for the relationship between Post Office and postmasters regarding the management of their branches, including raising performance issues prior to the deployment of the procedures and decisions required in this policy.
- **Contract Advisor(s)** – is (are) responsible for deploying the procedures set out in this policy. The Contract Advisor(s) form part of the **Contracts Team**.

The **Contract Advisor** must:

- apply the Post Office's underpinning behaviours of fairness, transparency and professionalism;
- be fully conversant with this policy and linked policies;
- act as a guide and advisor to those Post Office teams, particularly Area Managers, dealing with contract performance issues to ensure consistency of approach;
- ensure that all necessary steps have been taken by Post Office teams to support postmasters to address the identified issues, with the appropriate documentation completed;
- revert to the relevant Post Office team to address any identified instances where steps have not been taken or appropriate documentation not completed by Post Office in relation to managing performance issues;

⁵ In this policy "employee" means permanent staff, temporary staff including agency staff, contractors, consultants and anyone else working for or on behalf of Post Office and, for clarity, does not include postmasters or postmasters' staff.

- investigate the contract performance issue, gathering as much information as possible relating to the contract performance issue that has come to light, liaising as appropriate with the postmaster and other Post Office teams and keeping complete records, before taking any formal contractual action;
 - consider the options available as an alternative to contractual action, discussing if required with the Head of Contract Management & Deployment;
 - deal with any contact, written or otherwise, from the postmaster, in a timely manner;
 - if a meeting is required, be flexible, within reason, over the availability of the postmaster;
 - ensure any decision is made in line with all other linked Post Office policies;
 - make the postmaster aware of the support available to them, including from the National Federation of Sub Postmasters;
 - ensure that once any formal contractual action is taken the situation is monitored (by other Post Office teams if necessary) and the postmaster is clear on the consequences of not complying with the formal contractual action.
- **National Federation of Sub Postmasters (NFSP)** – is a professional trade association which exists to support postmasters.
 - **Postmaster** – refers to a limited company, partnership, limited liability partnership or individual that contracts with the Post Office in its or their capacity as a postmaster in the network, or (as applicable) assistants of such postmasters.

In relation to this policy, the **postmaster** is expected to:

- be transparent and open towards Post Office;
- ensure they respond to written correspondence and telephone calls in a timely manner in order to assist the Contract Advisor in reaching a decision;
- be flexible and available for meetings with the Contract Advisor if one is required; and
- comply with the terms of any letter (including a written direction) issued by the Contract Advisor once any investigation is complete.

In relation to this policy, the postmaster may:

- contact their NFSP representative to support them through the process;
- arrange legal or other representation for any written correspondence or meetings with Post Office;
- request information and evidence from Post Office in connection with this process and wider investigation; and
- contact a Contract Advisor at any time during or after the investigation process, including in relation to a written direction that Post Office has issued to a postmaster.

3.5. Minimum Control Standards

A minimum control standard is an activity which must be in place in order to manage the risks, so they remain within the defined Risk Appetite statements (as set out at section 3.1). There must be mechanisms in place within each business unit to demonstrate compliance. The minimum control standards can cover a range of control types, i.e. directive, detective, corrective and preventive which are required to ensure risks are managed to an acceptable level and within the defined Risk Appetite.

The table below sets out the relationships between identified risks and the required minimum control standards in consideration of Post Office's Risk Appetite.

Risk Area	Description of Risk	Minimum Control Standards	Who is responsible	When
Taking contractual action without proper cause	If formal contractual action is taken without proper cause or contractual basis it may cause unnecessary distress for the postmaster and Post Office will not have acted in good faith. This may also lead to reputational damage and put Post Office in breach of contractual and regulatory requirements, which could lead to legal challenges.	<ul style="list-style-type: none"> The Contract Advisor will conduct an investigation, keeping full records, and complete a Contract Performance Rationale capturing the relevant facts and rationale for next steps, ensuring that Post Office itself is not in material breach of duty and any action is being taken with proper cause. 	Contract Advisor	As required
		<ul style="list-style-type: none"> Quality checks and training covering the contract performance process will take place with the Contracts Team to ensure that the correct process is followed. 	Head of Contract Management & Deployment	Quarterly
		<ul style="list-style-type: none"> The Head of Contract Management & Deployment will review decision review outcomes to ensure consistency of decision making. 	Head of Contract Management & Deployment	Quarterly

Loss of confidence	If Post Office are not making the correct decisions by either: <ul style="list-style-type: none"> taking formal contractual action when it has no grounds to do so; or not taking contractual action when it should, it may lead to a loss of confidence both across the postmaster network and with Post Office's stakeholders in how Post Office manages the contractual relationship with its postmasters.	<ul style="list-style-type: none"> All decisions to take formal contractual action are supported by a rationale setting out the grounds for doing so, taking account of all relevant factors after having investigated the alleged contractual performance issue. The Head of Contract Management & Deployment will review decision outcomes to ensure consistency of decision making. 	Contract Advisors Head of Contract Management & Deployment	As required Quarterly
Policy non-adherence	Non-adherence to the policy could result in legal and regulatory risk as well as reputational damage to Post Office and the relationship with postmasters.	<ul style="list-style-type: none"> All members of the Contracts Team, the wider Franchise Partnering Team and any teams who may be involved in the decisions being taken will be provided with training on this policy. The Head of Contract Management & Deployment is accountable for ensuring that they and their team adhere to the policy, as it applies to their area. The Policy should be reviewed, and if necessary updated. 	Head of Contract Management & Deployment	Once approved and annually thereafter (or sooner in the event of material changes to the policy) Daily As required (but reviewed at least annually)

4. Procedure

4.1. Contract Performance Issues

A contract performance issue arises where a postmaster is not meeting their obligations as set out in their contract to the required standard in relation to a material (i.e. non-trivial) matter. The following are examples which may, depending on the circumstances, indicate that there is a contract performance issue:

- Escalating/continuing discrepancies;
- Not adhering to contracted opening hours;
- Customer complaints, such as failure to adequately deal with customer complaint(s), the existence of an unusually high level of customer complaints, or of a pattern of complaints suggestive of underlying failures to meet their obligations. However, the mere existence of customer complaints against the branch should not be assumed to amount to a contractual performance issue;
- Branch accounting non-conformance;
- Financial or other irregularities, including possible fraudulent activity (including Fees fraud);
- Breach of contractual non-compete restrictions;
- Failure to comply with legal or regulatory requirements e.g. Anti-Money Laundering regulations, mails integrity requirements; and
- Failure to meet premises standards.

The contract performance issues procedure is intended to be used for breaches of contract which do not entitle Post Office to immediately terminate the contract. Very serious breaches of contract which entitle Post Office to immediately terminate the contract are outside the scope of this policy and are dealt with in the Postmaster Contract Termination policy⁶. However, for reference, these may include (but are not restricted to):

- Where the postmaster is bankrupt or insolvent;
- Where the postmaster is no longer operating the basic business;
- Where the postmaster has been charged on suspicion of a criminal offence (other than a road traffic offence not involving imprisonment);
- Other breaches which are very serious ("repudiatory") in nature, which may include:
 - Where the postmaster has admitted theft of Post Office funds;

⁶ The Postmaster Contract Termination policy can be found on the hub, [here](#).

- Any action by the postmaster that demonstrates the postmaster no longer intends to be bound by the contract including loss of a valid property interest;
- Sustained non-compliance by the postmaster following the issuing of written directions by Post Office; and
- Where a shortfall of a significant value has been caused by the negligence, carelessness or error of the postmaster, resulting in a loss to Post Office, and which have been fully investigated by Post Office.

Further details are included in the Postmaster Contract Termination policy when dealing with matters which may give rise to serious breaches such as the above.

A process map detailing the contract performance process can be found in appendix 8.2.

4.2. Investigation

Post Office will investigate a potential contract performance issue before taking any formal contractual action.

Any investigation will be a fair and unbiased method of investigating issues identified prior to any formal action being considered. The process of investigation allows Post Office to establish facts and gives the postmaster the opportunity to identify and answer any issues of concern raised.

In the investigation process, the Contract Advisor should seek further information from the postmaster through written correspondence (including emails), telephone conversation(s) or a face to face meeting.

Post Office will ensure that complete records are kept of all investigations and that any decisions taken in relation to an investigation are documented in rationale documents. Records will be retained in accordance with Post Office's document retention policy⁷.

Details of the investigation and the supporting records and information will be shared with the postmaster unless the material is subject to a restriction on disclosure such as:

- legal privilege;
- data protection law; and
- material relating to a criminal investigation.

The Contract Advisor should make an assessment whether any restrictions on disclosure apply in advance of sharing material with the postmaster and seek advice from Post Office's Data Protection and Information Rights Team if required.

The Contract Advisor will inform the postmaster of the grounds on which it is being investigated and its rights to access information and records relating to the investigation, as set out above, upon the commencement of and during the investigation.

⁷ The Document Retention and Disposal Policy (Group Policy) can be found in the Group Key Policies on The Hub <https://poluk.sharepoint.com/sites/thehub/Policies/Forms/AllItems.aspx?id=%2Fsites%2Fthehub%2FPolicies%2FDocument%20Retention%20and%20Disposal%20Policy%20v1%2E3%2Epdf&parent=%2Fsites%2Fthehub%2FPolicies>

4.3. Contract Performance Rationale

Once an investigation is complete the Contract Advisor will prepare a Contract Performance Rationale document capturing the material information provided by the postmaster, relevant documentation provided by other Post Office teams connected to the issue, any action taken by the Contract Advisor and a rationale outlining next steps.

Post Office will not take any formal contractual action in connection with a contract performance issue without ensuring that:

- the performance issue has been raised with the postmaster through the most appropriate team (most commonly the Area Manager) in accordance with the requirements of section 4.2, with clear expectations having been set and any reasonably required support provided (including additional training if required). All action taken, including anything agreed with the postmaster, will be documented appropriately by the relevant Post Office team;
- it has knowledge of the relevant applicable facts and a review of the contract between Post Office and the postmaster has been carried out to establish that there is a contract breach;
- consideration has been given as to the seriousness of the breach; and
- it has considered whether Post Office is itself in material breach of duty in respect of the matters giving rise to the right to take contractual action (i.e. the contract performance issue). In line with the Postmaster Contract Suspension policy and Postmaster Contract Termination policy, the Post Office must not suspend or terminate a contract with a postmaster where it is itself in material breach of duty in respect of the matter giving rise to Post Office's right to suspend or terminate (as applicable).

If required, the Contract Advisor can request support from the Head of Contract Management & Deployment in reviewing the decision.

In circumstances where the investigation has concluded that there has not been a breach of contract by the postmaster and, therefore, Post Office will not take formal contractual action, Post Office will write to the postmaster to advise them of this.

Following an investigation, Post Office may also decide that even though there has been a contractual breach, it does not intend to take formal action at this time. In these circumstances, Post Office will write to the postmaster to advise them of this.

4.4. Contractual Action

Following completion of the Contract Performance Rationale the Contract Advisor may take the following contractual action:

Written Direction

This is a means by which a postmaster is formally requested in writing to take steps to resolve the contract performance issue. A written direction (using a standardised template letter) will only be issued, other than in genuine cases where very urgent action is required, if all of the steps outlined under section 4.2 (Investigation) have been completed. A written direction will:

- outline the breach(es) of contract based on the applicable facts;
- give the postmaster a period of time to rectify the issue explaining what is required to do so. In determining the period of time, regard should be had to the terms of the contract relevant to the breach and to what is reasonable in the circumstances; and
- explain the consequences of not doing so.

If the postmaster fails to rectify the issue by the time required to do so or indicates they will not rectify the issue, then the Postmaster Contract Termination policy should be referred to.

Audit

If the investigation has highlighted a serious risk either to the postmaster or Post Office then an audit may be requested and the steps outlined in the Postmaster Contract Suspension policy followed, if appropriate.

4.5. Monitoring Period

Following the issuing of a written direction the appropriate Post Office team will monitor the situation. An assessment will be made on the length of monitoring period dependent on the individual circumstances but it is unlikely that this will last longer than 12 months. Should the issue reoccur then the facts will be reported to the Contract Advisor and steps as outlined in the termination policy will be considered.

Sustained non-compliance may amount to a repudiatory breach.

5. Where to go for help

5.1. Additional Policies

This Policy is one of a set of policies. The full set of policies can be found on the SharePoint Hub under [Postmaster Support Policies](#).

5.2. How to raise a concern

Any postmaster (whether a limited company, partnership, limited liability partnership or an individual), any postmaster's staff or any Post Office Employee who suspects that there is a breach of this Policy should report this without any undue delay.

If a postmaster or any postmaster's staff are unable to raise the matter with the area manager of the relevant branch or if a Post Office Employee is unable to speak to her or his line manager, any person can bring it to Post Office's attention independently and can use the Whistleblowing channels for this purpose. Any person can raise concerns anonymously, although disclosing as much information as possible helps ensure Post Office can conduct a thorough investigation.

For more details about how and where to raise concerns, please refer to the current Whistleblowing Policy which can be found on The Hub under Post Office Key Policies, [accessed here](#).

5.3. Who to contact for more information

If you need further information about this policy or wish to report an issue in relation to this policy, please contact Andrew Kingham, Franchise Partnering Director at andrew.kingham@postoffice.co.uk **GRO**

6. Governance

6.1. Governance Responsibilities

The Policy sponsor, responsible for overseeing this Policy is the Retail and Franchise Network Director of Post Office.

The Policy owner is the Franchise Partnering Director who is responsible for ensuring that the Head of Contract Management & Deployment conducts an annual review of this Policy and tests compliance across the Post Office. Additionally, the Franchise Partnering Director and the Head of Contract Management & Deployment and their team are responsible for providing appropriate and timely reporting to the Risk and Compliance Committee.

The Audit and Risk Committee are responsible for approving the Policy and overseeing compliance.

The Board is responsible for setting the Post Office's risk appetite.

7. Control

7.1. Policy Version

Date	Version	Updated by	Change Details
2 nd March 2020	1.1	David Southall	Draft Version
3 rd March 2020	1.2	Tim Perkins	Minor Edits
6 th March 2020	1.3	Tim Perkins	Legal Review
17 th March 2020	1.4	Tim Perkins	For working group review
9 th April 2020	1.5	Tim Perkins	Final Draft with working group revision
14 th May 2020	1.6	Tim Perkins	Final draft following further legal review
6 th April 2021	2.0	David Southall, Head of Contract Management & Deployment	Annual review – initial draft changes
14 th April 2021	2.1	David Southall, Head of Contract Management & Deployment	Initial legal review
26 th April 2021	2.2	David Southall, Head of Contract Management & Deployment	Second legal review Addition of process map Alignment with other postmaster support policies
4 th May 2021	2.3	Jo Milton	Risk appetite amendment
23 rd May 2021	3.0	David Southall Head of Contract Management & Deployment	Updated following ARC feedback including: Updated to V3.0 Addition of definitions Addition of Contract Performance Rationale Added linked policy statement to front page Added reference to the Group Investigations Policy to section 3.3 Who Must Comply? Updated link to section 5.1

			Added footnotes to link to other policies referred to in this policy.
--	--	--	---

7.2. Policy Approval & Review

Oversight Committee: Risk and Compliance Committee and Audit and Risk Committee

Committee	Date Approved
POL R&CC	4 th May 2021
POL ARC	18 th May 2021

Policy Sponsor:	Retail and Franchise Network Director
Policy Owner:	Franchise Partnering Director
Policy Author:	Head of Contract Management & Deployment
Next review:	31 MAR 2022

Company Details

Post Office Limited and Post Office Management Services Limited are registered in England and Wales. Registered numbers 2154540 and 08459718 respectively. Registered Office: Finsbury Dials, 20 Finsbury Street, London EC2Y 9AQ.

Post Office Management Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), FRN 630318. Its Information Commissioners Office registration number is ZA090585.

Post Office Limited is authorised and regulated by Her Majesty's Revenue and Customs (HMRC), REF 12137104. Its Information Commissioners Office registration number is Z4866081.

8. Appendices

8.1. Contract Performance Rationale

Contract Performance Rationale Document

BRANCH DETAILS	
Branch Name	
Branch Code	
Contract Type and Code (i.e. Local NT1)	
Postmaster Name	
Legal entity the contract is with (if different from above)	
Is the Postmaster an absentee (i.e. managing from a distance)?	YES/NO* *delete as applicable
If so, please explain the situation with the Postmaster's involvement.	

Appointment date according to current contact	
Original appointment date (if not same as above)	
Is the contract with a Limited Company or Partnership?	YES/NO* *delete as applicable
If so, please list the names of the Directors:	
Is the contract guaranteed by a third party?	YES/NO* *delete as applicable
Guarantor Details:	
Date Contract Signed	
Date Contract Countersigned	
Associated Retail	
Is this part of a group of branches owned by the same Postmaster?	YES/NO* *delete as applicable

If so, please advise the other branches operated	
--	--

CASE BACKGROUND	
Background to case Details of what has happened outlining the nature of the issue and why it has been escalated for contractual action to be considered.	

CASE INVESTIGATION	
Investigation Details Details of investigations undertaken outlining what steps have been taken to resolve the issue prior to escalation for contractual action to be considered	
Training and Support - Detail what training and support was offered to help resolve the issue. Detail any previous training provided to the branch	
Registered Assistants	
Branch Support Call Logs	
Horizon Data Review (if Applicable)	
Postmaster's History:	

Record any relevant details from the postmaster's history prior to this issue (for example service length and record, any previous or ongoing written directions or warnings and how POL followed up on any warning and direction and provided necessary support and training during/afterwards, Is there an outstanding discrepancy at the branch, what is the date of the last trading period for the branch,)	
Notes from contact with Postmaster, through the course of the investigation:	

DECISION MAKING	
<u>Criteria for Consideration</u>	
a) Has the issue has been raised with the postmaster through the most appropriate team with clear expectations having been set and any reasonably required support provided (including additional training if required)?	
b) What consideration has been given as to the seriousness of the breach and a review of the contract between Post Office and the postmaster has been carried out to establish that there is a contract breach?	
c) Has any action (or inaction) by Post Office itself been a contributory factor?	
d) Please note any relevant information provided by the Postmaster as part of an informal discussion/ telephone conversation/ written explanation.	
e) Operator's history i.e. service length and record, any previous written directions or warnings and	

how POL followed up on any warning and direction and provided necessary support and training during/afterward	
f) Any other comments to support your decision	

Factors for or against in determining whether contractual action is appropriate (this is not a numerical analysis and the importance of each item must be considered)

Factors supporting contractual action	Factors supporting no contractual action

Breaches of the Agreement / Contract

Detail information identified from the investigation against each breach of the Contract/manual identified as a result of the investigation (provide clause details and section and clause numbers). Reference to appropriate sections of the manuals that have been breached.

(Enter the contractual breach/es identified and provide a narrative against each breach.)

Write what the breaches are – what is the evidence -

Decision Taken

Decision taken and why

Next steps (who will monitor, is further support required, what are the expectations of the Area Manager, expectations on the postmaster etc)

Business Improvements

Note: This section is to note any potential business improvements which have been raised through the investigation.

Contract Advisor Details

Name of Contract Advisor completing decision document:

Date completed:

8.2. Process Map

