

IN THE BLACKPOOL COUNTY COURT

Claim No. CR101947

BETWEEN:

POST OFFICE COUNTERS LIMITED

Claimant

-and-

MRS JULIE WOLSTENHOLME

Defendant

**TRIAL BUNDLE
'A'
STATEMENT OF CASE AND ORDERS**

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In the CROYDON COUNTY COURT

Claim Form

Claim No.

611 5124/

Claimant

POST OFFICE COUNTERS LTD
Gavrelle House
2-14 Bunhill Road
London EC1Y 8HQ



Defendant(s)

MRS J WOLSTENHOLME

GRO

Brief details of claim

Delivery up of goods belonging to the Claimant

Value

£11,100, the Claimant expects to recover more than £5,000 but not more than £15,000

SERVED ON 26 APR 2001 BY POSTMAN 24 APR 2001

Defendant's name and address

As above

Amount claimed	11,100.00
Court fee	230.00
Solicitor's costs	67.75
Total amount	11,397.75
Issue date	23 APR 2001

The court office at

**CROYDON COUNTY COURT,
THE LAW COURTS,
ALTYRE ROAD,
CROYDON,
SURREY CR9 5AB**

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N1 Claim form (CPR Part 7) (10.00)

Printed on behalf of The Court Service

Claim No. 64151147

Does, or will, your claim include any issues under the Human Rights Act 1998? Yes No

Particulars of Claim (attached)(to follow)

Statement of Truth
 *(I believe)(The Claimant believes) that the facts stated in these particulars of claim are true.
 *I am duly authorised by the claimant to sign this statement

Full name James Cruise

Name of claimant's solicitor's firm Consignia plc Legal Services

signed **James Cruise** position or office held Senior Lawyer
 *(Claimant's solicitor) (if signing on behalf of firm or company)

**delete as appropriate*

Consignia Legal Services
Impact House
2 Edridge Road
Croydon CR9 1PJ

Claimant's or claimant's solicitor's address to which documents or payments should be sent if different from overleaf including (if appropriate) details of DX, fax or e-mail

IN THE CROYDON COUNTY COURT

CLAIM NO.

BETWEEN :-

POST OFFICE COUNTERS LTD

Claimant

and

MRS JULIE WOLSTENHOLME

Defendant

PARTICULARS OF CLAIM

1. Post Office Counters Ltd ("POCL") was until 25 March 2001 a wholly owned subsidiary of the Post Office and is now a wholly owned subsidiary of Consignia plc.
2. Until her suspension on 30 November 2000 the Defendant was the subpostmistress at Cleveleys modified sub post office under a written contract for services with the Claimant. The Defendant's contract for services was subsequently terminated.
3. The Claimant lent to the Defendant the following items and equipment to assist her in the performance of her duties as subpostmistress and the same were kept by her on the premises:-
 - Two safes
 - Horizon computer equipment
 - Alarm system
 - Three mechanical scales and a parcel scale.
4. The value of the said items was at all material times estimated to be £11,100 in total.
5. Expressly or by implication the Defendant agreed that she would deliver up to the Claimant and/or would permit the Claimant to collect the said items and equipment on demand and/or on or after termination of the said contract and/or on or after cessation or use of the said premises as a sub post office and/or within a reasonable time of such demand or termination or cessation of use.
6. A sub post office has not been operated on the Cleveleys MSPO premises since 30 November 2000. On 23 February 2001 Elaine Tagg, a Retail Network Manager of the Claimant visited the Cleveleys sub post office. The Defendant's business partner, a Mr Roger Harrison, indicated that he would not allow the Horizon equipment or the

safes to be removed from the sub post office as he said he was in dispute with the Post Office. A letter was subsequently sent to Mrs Wolstenholme dated 12 March 2001 requesting the delivery of the goods in question.

7. Arrangements were then made for the safes and other equipment to be removed on 30 March 2001 but on 29 March 2001 the Defendant said that entry to the premises would be refused to POCL.
8. The Defendant has therefore refused to deliver up the safes and other equipment or to permit the same to be collected and continues to do so and has wrongfully retained and continues to retain the safes and equipment. In particular the Claimant requires the safes for use at a new sub post office and if new safes have to be purchased the cost is likely to be £18,800. The Claimant is therefore deprived of the use of the safes and equipment and has suffered and continues to suffer loss and damage by reason thereof.
9. The Claimant also claims interest pursuant to Section 69 of the County Courts Act 1984 on such sum as the Court may determine as payable for such time and at such rate as may be just.

AND the Claimant claims:-

- (i) delivery up of the said items and equipment or their value in damages consequent upon the wrongful interference with the same by their detention, alternatively damages in excess of £5,000
- (ii) the said interest.

Statement of Truth

The Claimant believes that the facts stated in this the Particulars of Claim are true.

Full Name: JAMES CRUISE

Signed:

James Cruise

Position or office held: Senior Lawyer

Dated this 19th day of April 2001

Catherine Churchard
Consignia plc
Legal Services
Impact House
2 Edridge Road
Croydon CR9 1PJ
Ref: LD/61926/JAC

To: The District Judge of the Court
and the above-named Claimant

CASE No.

IN THE CROYDON COUNTY COURT

BETWEEN:-

POST OFFICE COUNTERS LTD
Claimant

and

MRS JULIE WOLSTENHOLME
Defendant

PARTICULARS OF CLAIM

Catherine Churchard
Consignia plc
Legal Services
Impact House
2 Edridge Road
Croydon CR9 1PJ

Ref: LD/61926/JAC

IN THE CROYDON COUNTY COURT

CLAIM No

BETWEEN :

POST OFFICE COUNTERS LIMITED

and

MRS JULIE WOLSTENHOLME



PARTICULARS OF DEFENCE AND COUNTERCLAIM

DEFENCE

1. Paragraph 1 of the Particulars of Claim is admitted.

2. In relation to paragraph 2 of the Particulars of Claim the Defendant admits that she was a sub-post mistress but she contends that on its true construction the contract between her and the Claimant was a contract of employment. The Defendant asserts that her employment was terminated unlawfully and she has made an application to the Industrial Tribunal for unfair dismissal and in that claim she has claimed re-engagement and reinstatement at the premises in Cleveleys where she was carrying out her employment, namely 2 Runnymede Avenue, Thornton-Cleveleys.

3. The Defendant admits that the items and equipment listed in paragraph 3 of the Particulars of Claim were placed in the said premises by the Claimant as part of her contract of employment.

4. The Claimant is put to proof in respect of the value pleaded in paragraph 4 of the Particulars of Claim.

5. Paragraph 5 of the Particulars of Claim is denied. In the alternative it is necessary for the said items to remain in the said premises until the determination of the disputes between the parties. It would be pointless for the said items and equipment to be removed only to be reinstated in the event of a successful application by the Defendant for reinstatement.

6. Paragraphs 6 and 7 of the Particulars of Claim are admitted. There is a continuing dispute between the parties.

7. The contents of paragraph 8 of the Particulars of Claim are denied. The Defendant has not wrongfully retained and refused to deliver up the said items as alleged in paragraph 8 of the Particulars of Claim.

8. The Claimant is not entitled to the relief claimed in the prayer to the Particulars of Claim or in paragraph 9 thereof.

9. If (which is denied) the Claimant is entitled to recover the claimed or any sum from the Defendant, the Defendant will claim to set off damages recovered under her Counterclaim in extinction or diminution thereof.

COUNTERCLAIM

10. The contents of the Defence are repeated.

11. The Defendant's contract of employment with the Claimant commenced in or about November 1999. Her average take home pay for herself and co-employees was £5,300 per month after deduction of National Insurance. The Defendant will refer at trial

to the full terms of the written contract entered into between the parties and to the mode of control exercised by the Claimant over the day to day control of the business carried out from the said premises, including the promotion of products and the deduction of National Insurance from her remuneration. On its true construction the said contract is a contract of employment.

12. Further paragraph 1.9 of the written contract states that the Claimant may terminate the contract at any time in case of breach of condition or non-performance of obligations or non-provision of services or otherwise by giving three months notice in writing and whilst by letter dated January 19th, 2001 the Claimant stated it was giving three months notice the date specified in the letter did not give three months notice. Given that the Claimant sought to give three months notice, the letter on its true construction did not purport to terminate for breach of condition or non performance of obligations or non provision of services.

13. In these circumstances the Claimant wrongfully and in breach of the said contract terminated the Defendant's employment.

14. Further or in the alternative it was an implied term of the contract between the Claimant and the Defendant that the computer system provided by the Claimant would be fit for its purpose and the Claimant is in breach of this term in that the computer system provided was unfit for its purpose and the Claimant failed to ensure that the system was working adequately. The Defendant has supplied the Claimant with details of the persistent inadequacies of the said computer system.

15. Further the Claimant is a public authority for the purposes of section 6 of the Human Rights Act 1998 and the Defendant's earned income under her contract of employment or alternatively her goodwill constitute possessions for the purposes of the Convention right to possessions under article 1 Protocol 1 and the Defendant is entitled to

damages under section 8 of the Human Rights Act 1998 by virtue of the Claimant's actions in wrongfully terminating her contract. In addition the Defendant is entitled to damages for breach of article 6 in that her mode of dismissal was unfair.

16. In the alternative if (which is denied) the Defendant was not employed under a contract of employment she was a commercial agent for the purposes of the Commercial Agents (Council Directive) Regulation 1993 made under section 2 (2) of the European Communities Act 1982 and she is entitled to compensation and/or damages from the Claimant pursuant to regulation 17(1) of the 1993 Regulations.

17. By reason of the above matters the Defendant has suffered loss and damage.

PARTICULARS

- (1) Loss of the ingoing paid by the Defendant to the Claimant in the sum of £82,500.00.
- (2) Loss of earnings at £5,300 per month from November 22, 2000 to the date hereof and continuing.
- (3) Loss of the opportunity to earn income from related activities in the said premises.
- (4) Wages from 27/11/2000 to 22/04/2001 @ £5,300 per month equals £26,500.00.

And the Defendant counterclaims

- (1) damages for wrongful dismissal;
- (2) damages for breach of the implied term to provide a computer system fit for its purpose;

- (3) damages under section 8 of the Human Rights Act 1998;
- (4) compensation or damages under the **Commercial Agents (Council Directive) Regulations 1993.**

ERIC OWEN

This Statement is true.

Dated this 6th day of June 2001

SIGNED **Julie Wolstenholme**

Filed by : Messrs Lawsons Samuels Capaldi
22 Whitegate Drive
Blackpool
Lancashire FY3 9AQ

Ref : PJJ/DA/Wolstenholme

Solicitors for the Defendant

CASE NO: CR1 01947

IN THE BLACKPOOL COUNTY COURT

BETWEEN :

POST OFFICE COUNTERS LTD

Claimant

And

JULIE WOLSTENHOLME

Defendant

AMENDED PARTICULARS OF CLAIM
BY ORDER OF DEPUTY DISTRICT JUDGE LAMBERT
DATED 10 FEBRUARY 2003

Attached is a paginated bundle of documents to which reference will be made below. Page numbers referred to below are reference to the paginated bundle unless otherwise stated.

- 1 Post Office Counters Ltd ("POCL") was until 25 March 2001 a wholly owned subsidiary of the Post Office and is now a wholly owned subsidiary of ~~Censignia plc~~. Royal Mail Group plc. POCL changed its name to Post Office Limited on 1st October 2001.
- 2 Until her suspension on 30 November 2000 the Defendant was the subpostmistress at Cleveleys modified sub post office under a written contract for services with the Claimant. The Defendant's contract for services was subsequently terminated.
- 3 A copy of the contract for services is attached at pages 1-60. The Claimant will rely on the contract for services for its full terms and effect at trial.
- 4 In particular, pursuant to Section 9(M) paragraphs 12 and 13 of the contract for services the Defendant is liable for losses arising at the Defendant's post office during the period of the contract for services.
- 5 The Defendant's subpostmaster's account shows an overall final loss in the sum of £25,034.04 in respect of the period up to and including 4 December 2000. An itemised

breakdown of this figure is attached at pages 61-67. Such sum remains outstanding to date.

~~3~~ 6 The Claimant lent to the Defendant the following items and equipment to assist her in the performance of her duties as subpostmistress and the same were kept by her on the premises :-

- Two safes
- Horizon computer equipment
- Alarm system
- Three mechanical scales and a parcel scale

~~4~~ 7 The value of the said items was at all material times estimated to be £11,100 in total.

~~5~~ 8 Expressly or by implication the Defendant agreed that she would deliver up to the Claimant and/or would permit the Claimant to collect the said items and equipment on demand and/or on or after termination of the said contract and/or on or after cessation or use of the said premises as a sub post office and/or within a reasonable time of such demand or termination or cessation of use.

~~6~~ 9 A sub post office has not been operated on the Cleveleys MSPO premises since 30 November 2000. On 23 February 2001 Elaine Tagg, a Retail Network Manager of the Claimant visited the Cleveleys sub post office. The Defendant's business partner, a Mr Roger Harrison, indicated that he would not allow the Horizon equipment or the safes to be removed from the sub post office as he said he was in dispute with the Post Office. A letter was subsequently sent to Mrs Wolstenholme dated 12 March 2001 requesting the delivery of the goods in question.

~~7~~ 10 Arrangements were then made for the safes and other equipment to be removed on 30 March 2001 but on 29 March 2001 the Defendant said that entry to the premises would be refused to POCL.

~~8~~ 11 The Defendant has therefore refused to deliver up the safes and other equipment or to permit the same to be collected and continues to do so and has wrongfully retained and continues to retain the safes and equipment. In particular the Claimant requires the safes for use at a new sub post office and if new safes have to be purchased the cost is likely to

be £18,800. The Claimant is therefore deprived of the use of the safes and equipment and has suffered and continues to suffer loss and damage by reason thereof.

9 12 The Claimant also claims interest pursuant to Section 69 of the County Courts Act 1984 on such sum as the Court may determine as payable for such time and at such rate as may be just.

13 Further the Defendant is indebted to the Claimant in the sum of £25,034.04 which represents the overall final loss figure on the Defendant's subpostmaster's account and the Claimant claims such sum.

14 The Claimant claims interest under Section 69 of the County Courts Act 1984 at the rate of 8 per cent per annum, from 4 December 2000 to 5 February 2003 of £4,351.31 and also interest at the same rate up to the date of Judgment or earlier payment at a daily rate of £5.49.

AND the Claimant claims :

(i) delivery of the said items and equipment or their value in damages consequent upon the wrongful interference with the same by their detention, alternatively damages in excess of £5,000.

(ii) the sum of £25,034.04

~~(iii)~~ (iii) the said interest

STATEMENT OF TRUTH

The Claimant believes that the facts stated in these Particulars of Claim are true.

I am duly authorised by the Claimant to sign this statement.

FULL NAME : SUSANNE FANE HELLIWELL

SIGNED : **Susanne Helliwell**

Dated this 19th day of April 2001

Re dated this 17th day of February 2003

Catherine Churchyard
~~Consignia plc~~ Royal Mail Group plc
Legal Services
Impact House
2 Edridge Road
Croydon CR9 1PJ
Ref : LD/61926/JAC

To: The District Judge of the Court
And the above-named Claimant

TINA RANALES-COTOS

CASE NO: CR1 01947

IN THE BLACKPOOL COUNTY COURT

BETWEEN :

POST OFFICE COUNTERS LTD

Claimant

And

JULIE WOLSTENHOLME

Defendant

AMENDED PARTICULARS OF CLAIM BY ORDER
OF DEPUTY DISTRICT JUDGE LAMBERT
DATED : 10 FEBRUARY 2003

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG

Ref : NK SJH jw 14845.1

Solicitors for the Claimant



**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:

..... toMonday to Saturdays
..... to.....Tuesday to on Sundays
..... toWednesday to
..... toThursday to on Bank Holidays
..... toFriday 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.

21

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

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

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

	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	Phoncards	6.7p	BT and Mercury cards per £1 sales

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	NISS	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

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.

END

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.

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

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.

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.

END

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.

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

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.

END

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

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 any 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

END

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.

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.

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)

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 | | 100% |
| 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 | | 30-40% |
| Loss of both feet | | |

- | | |
|------------------------------|--------|
| 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 unguial 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% |

40

LOWER LIMBSexpressed 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

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.

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

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

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.

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;

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

END

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.

END

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

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 Manager'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.

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

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)

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)

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 addressDate

Signed in the presence ofRank

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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).

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

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.

- 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.

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

POST OFFICE COUNTERS LTD

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

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.

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

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 to be 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

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 latter's 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

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.

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

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.

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

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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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		100.0
09/11/2000	PERSONAL BANKING		100.0
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		63.3
04/12/2000	SPSO FRAUD	120.00	
22/11/2000	PENSIONS & ALLOWANCES	10804.81	
		=====	=====
	TOTAL	25319.97	285.9
		=====	=====
	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/~~CASH~~

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

CASH 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 **GRO**

Authorised/Checked by(POA) **GRO**

Date of authorisation 24/05/02

(REVISED NOV 98)

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03/04 '01 TUE 13:49 FAX

GRO

NETWORK BANKING

20

2-3A
F6 R):
PFD R

PAGE 1

OFFICE:CLEVELEYS
CODE:153/405

WEEK ENDED	WEEK NO	DOCKET AMENDED	TOTAL 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

78

205
F6 :NW 52/01
PFD REF :NWB/066/01 BCI

OFFICE:CLEVELEYS
CODE:153/405

WEEK ENDED	WEEK NO	DOCKET AMENDED TOTAL	TOTAL CHARGE	CLAIM	ERRORS
1/10/00	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 £3373.40 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 £5700.78 RECEIVED £417.19 DISALLOWED GROUP 12 40 ORDERS TOTAL VALUE £1600.00 CLAIMED. 45 ORDERS TOTAL VALUE £1507.01 RECEIVED £92.99 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**

79

205
Pg :NW 52/01
PFD RF :NWB/066/01 BCI

PAGE 2

OFFICE:CLEVELEYS
CODE:153/405

WEEK ENDED	WEEK NO	DOCKET AMENDED TOTAL	CHARGE	CLAIM	ERRORS
11/10/00	29	CONT....			GROUP 14 227 ORDERS TOTAL VALUE £25895.38 CLAIMED. 218 ORDERS TOTAL VALUE £24772.18 RECEIVED £1123.20 DISALLOWED
15/11/00	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 £230.88 CLAIMED BUT NOT RECEIVED £230.88 DISALLOWED GROUP 12 8 ORDERS TOTAL VALUE £251.00 CLAIMED BUT NOT RECEIVED £251.00 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

COMPLETED BY **GRO** 28/6/01 CHECKED BY **GRO**

80

20
F6 NW 52/01
PF D RE NWB/066/01 BCI

PAGE 3

OFFICE: CLEVELEYS
CODE: 153/405

WEEK ENDED	WEEK NO	DOCKET AMENDED	TOTAL	CHARGE	CLAIM	ERRORS
5/11/00	34	CONT....				GROUP 13 1 ORDER VALUE £50.25 CLAIMED AS £50.25 £0.01 DISALLOWED
22/11/00	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 £17206.00 RECEIVED £840.49 DISALLOWED GROUP 12 56 ORDERS TOTAL VALUE £1704.01 CLAIMED. 53 ORDERS TOTAL VALUE £1647.31 RECEIVED £56.70 DISALLOWED

CONT....

COMPLETED BY	GRO	28/6/01	CHECKED BY	GRO
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FF: NW 52/01
PFD F: NWB/066/01 BCI

PAGE 4

OFFICE: CLEVELEYS
CODE: 153/405

WEEK ENDED	WEEK NO	DOCKET AMENDED	TOTAL 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 £25104.40 CLAIMED. 216 ORDERC TOTAL VALUE £24232.03 RECEIVED £952.37 DISALLOWED

COMPLETED BY

GRO

28/6/01

CHECKED BY :

GRO

82

CASE NO: CR1 01947

IN THE BLACKPOOL COUNTY COURT

BETWEEN:

POST OFFICE COUNTERS LTD

Claimant

And

JULIE WOLSTENHOLME

Defendant

AMENDED PARTICULARS OF CLAIM [UNDER
CPR 17.1(2)(A) DATED] [BY ORDER OF
DISTRICT JUDGE DATED]

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG

Ref : NK SJH jw 14845.1

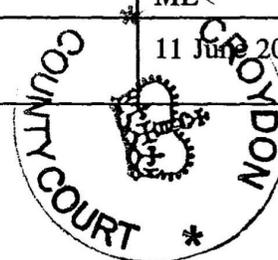
Solicitors for the Claimant

Notice of Transfer of Proceedings

To the Claimant's Solicitor

<p>Consigna Legal Services Impact House 2 Eldridge Road Croydon CR9 1PJ</p> <p style="text-align: center;">RECEIVED 12 JUN 2001 LEGAL SERVICES</p>

In the CROYDON County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd LD/61926/JAC
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	11 June 2001



all parties

A defence to this claim has been filed. As the defendant is an individual the claim has been transferred to the court covering the area where the defendant lives or carries on business. Please read the accompanying documents carefully and note that where enclosed the allocation questionnaire should be returned to the County Court, The Law Courts, Chapel Street, Blackpool, Lancs by the date shown.

84

The court office at CROYDON County Court, Altyre Road, Croydon, Surrey, CR9 5AB is open between 10am and 4pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number: GRO

IN THE BLACKPOOL COUNTY COURT

CLAIM NO CR1 01947

BETWEEN:

POST OFFICE COUNTERS LTD

Claimant

And

MRS JULIE WOLSTENHOLME

Defendant

AMENDED PARTICULARS OF DEFENCE AND COUNTERCLAIM

Re - AMENDED

DEFENCE

1. Paragraph 1 of the Particulars of Claim is admitted.
2. In relation to paragraph 2 of the Particulars of Claim the Defendant admits that she was a sub- postmistress but she contends that on its true construction the contract between her and the Claimant was a contract of employment. The Defendant asserts that her employment was terminated unlawfully and she has made an application to the Industrial Tribunal for unfair dismissal and in that claim she has claimed re-engagement and reinstatement at the premises in Cleveleys where she was carrying out her employment, namely 2 Runnymede Avenue, Thornton Cleveleys.
3. The defendant admits that the items and equipment listed in paragraph ⁶ of the Particulars of Claim were placed in the said premises by the Claimant as part of her contract of employment.

4. The Claimant is put to proof in respect of the value pleaded in paragraph ⁷ of the Particulars of Claim.

5. Paragraph ⁸ of the Particulars of Claim is denied. In the alternative it is necessary for the said items to remain in the said premises until the determination of the disputes between the parties. It would be pointless for the said items and equipment to be removed only to be reinstated in the event of a successful application by the Defendant for reinstatement.

6. Paragraphs ⁹ and ¹⁰ of the Particulars of Claim are admitted. There is a continuing dispute between the parties.

7. The contents of paragraph ¹¹ of the Particulars of Claim are denied. The Defendant has not wrongfully retained and refused to deliver up the said items as alleged in paragraph ¹¹ of the Particulars of Claim.

8. The Claimant is not entitled to the relief claimed in the prayer to the Particulars of Claim or in paragraph ¹² thereof.

9. If (which is denied) the Claimant is entitled to recover the claimed or any sum from the Defendant, the Defendant will claim to set off damages recovered under her Counterclaim in extinction or diminution thereof.

COUNTERCLAIM

10. The contents of the Defence are repeated.

11. The Defendant's contract of employment with the Claimant commenced in or about November 1999. Her average take home pay for herself and co-employees was £5,300 per month after deduction of National Insurance. The Defendant will refer at trial

to the full terms of the written contract entered into between the parties and to the mode of control exercised by the Claimant over the day to day control of the business carried out from the said premises, including the promotion of products and the deduction of National Insurance from her remuneration. On its true construction the said contract is a contract of employment.

12. Further paragraph 19 of the written contract states that the Claimant may terminate the contract at any time in case of breach of condition or non-performance of obligations or non-provision of services or otherwise by giving three months notice in writing and whilst by letter dated January 19th, 2001 the Claimant stated it was giving three months notice the date specified in the letter did not give three months notice. Given that the Claimant sought to give three months notice, the letter on its true construction did not purport to terminate for breach of condition or non performance of obligations or non provision of services.

13. In these circumstances the Claimant wrongfully and in breach of the said contract terminated the Defendant's employment.

14. Further or in the alternative it was an implied term of the contract between the Claimant and the Defendant that the computer system provided by the Claimant would be fit for its purpose and the Claimant is in breach of this term in that the computer system provided was unfit for its purpose and the Claimant failed to ensure that the system was working adequately. The Defendant has supplied the Claimant with details of the persistent inadequacies of the said computer system.

15. Further the Claimant is a public authority for the purposes of section 6 of the Human Rights Act 1998 and the Defendant's earned income under her contract of employment or alternatively her goodwill constitute possessions for the purposes of the Convention right to possessions under article 1 Protocol 1 and the Defendant is entitled to

damages under section 8 of the Human Rights Act 1998 by virtue of the Claimant's actions in wrongfully terminating her contract. In addition the Defendant is entitled to damages for breach of article 6 in that her mode of dismissal was unfair.

16. In the alternative if (which is denied) the Defendant was not employed under a contract of employment she was a commercial agent for the purposes of the Commercial Agents (Council Directive) Regulation 1993 made under section 2 (2) of the European Communities Act 1982 and she is entitled to compensation and/or damages from the Claimant pursuant to regulation 17(1) of the 1993 Regulations.

17. By reason of the above matters the Defendant has suffered loss and damage.

PARTICULARS

- (1) Loss of the ingoing paid by the Defendant to the Claimant in the sum of £82,500.00.
- (2) Loss of earnings at £5,300 per month from November 22, 2000 to the date hereof and continuing.
- (3) Loss of the opportunity to earn income from related activities in the said premises.
- (4) Wages from 27/11/2000 to 22/04/2001 @ £5,300 per month equals £26,500.00.

And the Defendant counterclaims

- (1) damages for wrongful dismissal,
- (2) damages for breach of the implied term to provide a computer system fit for its purpose.

(3) damages under section 8 of the Human Rights Act 1998;

(4) compensation or damages under the **Commercial Agents (Council Directive) Regulations 1993.**

This Statement is true.

Dated this 14th day of April 2003

Signed

J Wolstenholme

Filed by:

Julie Wolstenholme

GRO



IN THE BLACKPOOL COUNTY COURT

CR 101947

BETWEEN:

POST OFFICE COUNTERS LIMITED

Claimant

-and-

MRS JULIE WOLSTENHOLME



Defendant

REPLY AND DEFENCE TO COUNTERCLAIM

1 As to paragraph 2:

1.1 The Claimant avers the Defendant was in law an agent of the Claimant and not an employee;

1.2 It is admitted that the Defendant has brought proceedings in the Manchester Employment Tribunal. It is submitted those proceedings are misconceived.

2 As to paragraphs 3, 5 and 6:



2.1 The said items admitted under paragraph 3 were placed with the Defendant pursuant to the contract of agency and not on account of any employment relationship between the parties;

2.2 In any event, even if there existed an employment relationship (which is denied) the Claimant would have no lawful reason or authority for holding on to and refusing to deliver up, the goods of the Claimant, such that by her refusal and on her own case, she has committed the torts of conversion and/or trespass to goods and further has acted contrary to the agreement to return the goods on the termination of the said agency agreement;

2.3 The Employment Tribunal's jurisdiction in respect of reinstatement is entirely dependent on:

2.3.1 The Defendant succeeding in her contention that she was an employee, against which there is settled and long standing judicial authority in favour of the Claimant's contention;

2.3.2 The Employment Tribunal exercising its unfettered but rarely exercised discretion to grant an order for reinstatement pursuant to s.113 (a) and s.114 of the Employment Rights Act 1996.

2.4 In the premises the averments made under paragraphs 5 and 6 are bad in law and there is no justification for the Defendant's refusal to return the said goods to the Claimant.



3 As to paragraphs 12 and 13, it is denied that the said agreement was not lawfully terminated:

3.1 The Defendant well knew and accepted that the Claimant had given lawful and proper notice of termination of the said agreement and offered a payment in lieu of the 3 month notice the Defendant was entitled to under the written agreement;

3.2 The said sum was calculated from the date of suspension of the Defendant (30/11/00) with the last date of service identified as 28/2/01;

3.3 The Defendant normally would have received £19,322.85 in commission for this period. Due to the fact that there were outstanding losses incurred by the Defendant (£17,825.37) and for which she was liable to make good to the Claimant, the Claimant paid the balance or excess of commission or remuneration to the Defendant in the sum of £1,497.48.

4 It is denied that the said computer system was unfit for its purpose and it is averred the same worked adequately.

5 As to the claim under the Human Rights Act:

5.1 No admission is made as to whether the Claimant is a public authority within the meaning of s.6 of the Act;

5.2 It is denied that the Defendant's earned income or goodwill from the said agency constitute possessions within the meaning of Article 1 of the First Protocol;



5.3 Insofar as there has been an interference with the possessions of the Defendant (which is denied) the same does not amount to a breach of the Act and/or is justified as being in the public or general interest and was subject to the conditions provided for by law;

5.4 It is denied that the Defendant is entitled to any award under s.8 of the Act;

5.5 It is denied that the Defendant has suffered any interference with her article 6 right and/or any act or omission of the Claimant was in breach of article 6.

6 As to the claim under the 1993 Regulations:

6.1 The Defendant is put to strict proof of her contention that the regulations applied to the relationship between the parties;

6.2 Insofar as it is held the regulations apply:

6.2.1 The said agreement satisfied the provisions of regulation 15(1) and (2), in that 3 months notice was provided to the Defendant in respect of the termination of the said agreement;

6.2.2 The Defendant has received all she is entitled to under regulation 17 by virtue of the payment made as set out under paragraph 3.3 above;

6.2.3 The pleading is defective in that it fails to identify which measure of compensation is being sought under regulation 17 in respect of the termination of the said agreement and/or identify recompensable loss under the said regulation.



6.3 The claim for loss under paragraph 17 is denied.

Statement of Truth

I DAVID ROBERT JACKS solicitor for the Claimant am duly authorised to state on behalf of the Claimant, that I believe the facts stated in the reply and defence to counterclaim to be true

GRO

SIMON GORTON

Dated this day of 2001

BY

WEIGHTMANS

RICHMOND HOUSE

RUMFORD PLACE

LIVERPOOL L3 9QW

REF: DJ

Notice of Allocation or Listing Hearing
To the Claimant's Solicitor

Weightman
Richmond House
1 Rumford Place
Liverpool
L2 9QW

RECEIVED ON
19 JUL 2001
P VNA P

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd DJ AM 14845.1
Defendant (including ref.)	Mrs J Wolstenholme PIL/DA/WOLSTENHOLME
Date	16 July 2001



DEPUTY DISTRICT JUDGE HUNTER has considered the statements of case and allocation questionnaires submitted in this claim and has decided that a hearing is necessary before a final decision about allocation can be made.

- (A) THE CLAIM WOULD SUGGEST FAST TRACK BUT THE COUNTERCLAIM ADDS COMPLICATION WHICH MIGHT SUGGEST MULTI TRACK.
- (B) THERE MAY BE AN ISSUE AS TO EXPERT EVIDENCE GIVEN THE COUNTERCLAIM.
- (C) IS THERE REALLY A HUMAN RIGHTS POINT OR CAN THIS BE KNOCKED ON THE HEAD AT THIS STAGE?
- (D) IS THE PO COUNTERS LTD A PUBLIC AUTHORITY IN THESE CIRCUMSTANCES?

DEPUTY DISTRICT JUDGE HUNTER orders you to attend at 12:30 on the 21 August 2001 at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

18/7

GRO
GRO

Note: Note If you fail to attend the hearing, the court may order you to pay the costs of the other party, or parties that do attend. Failure to pay those costs within the time stated may lead to your statement of case being struck out

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General Form of Judgment or Order

To the Claimant's Solicitor

Weightman
Richmond House
1 Rumford Place
Liverpool
L2 9QW

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd DJ AM 14845.1
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	30 August 2001

Before **DEPUTY DISTRICT JUDGE HAWTHORNE** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.



Upon hearing Counsel for the Claimant and the Solicitor for the Defendant

IT IS ORDERED THAT

1. The claim be allocated to the Multi Track .
2. Both parties do have permission to rely upon one expert each in computer systems .
3. Each party do give standard disclosure to the other by serving copies with a disclosure statement by 4pm on 21 October 2001.
4. Statements of witnesses of fact be exchanged simultaneously by 4pm 21 November 2001.
5. experts reports be disclosed by simultaneous exchange by 4pm on 21 January 2002.

The case be listed for a Case Management Conference on next available date 21 February 2002 ELH 1 hour to consider:-

- (A) The position following exchange of experts reports .
- (b) The outstanding issues between the parties .
- (c) The position on the case brought before the employment tribunal of the Claimant .
- (d) Further directions .

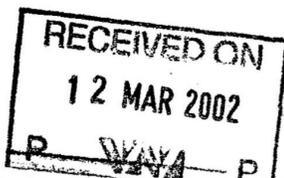
7. Costs in the case.

Dated 21 August 2001

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General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Richmond House 1 Rumford Place Liverpool L2 9QW	
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In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd DJ AM 14845.1
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	11 March 2002



Before **DEPUTY DISTRICT JUDGE CROSS** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon reading letters dated 26th February 2002 from solicitors for the Claimant and the Defendant

IT IS ORDERED THAT

1. The case management conference be adjourned to 7TH MAY 2002 AT 11.30 A.M.

Dated 04 March 2002

General Form of Judgment or Order

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd DJ AM 14845.1
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	14 May 2002

To the Claimant's Solicitor

Weightman
Richmond House
1 Rumford Place
Liverpool
L2 9QW

RECEIVED ON
16 MAY 2002
P M P



Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon there being no attendance by the claimant and hearing the solicitor for the defendant

IT IS ORDERED THAT

1. The Case Management Conference be adjourned to be heard on 6th June 2002 at 3.00pm with an estimated length of hearing of 30 minutes.

Dated 07 May 2002

98

General Form of Judgment or Order

To the Claimant's Solicitor

<p>Weightman Vizards 41 Spring Gardens Manchester M2 2BG 14427 MANCHESTER 2 DX</p>
--

<p>In the BLACKPOOL County Court</p>	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	14 June 2002



Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon hearing the Solicitor for the Defendant and the Claimant not attending

IT IS ORDERED THAT

1. Case Management Conference be adjourned to 29TH JULY 2002 AT 11.30 A.M.
2. Costs in the case.

Dated 06 June 2002

99

General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	05 August 2002



Before **DISTRICT JUDGE TURNER** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon hearing the Solicitor for the Defendant and the Claimant not attending

IT IS ORDERED THAT

1. The claim be stayed till 4:00pm 29 October 2002.
2. Upon termination of the stay, the Claimant;s solicitor shall within 14 days of termination write to the court explaining the position in relation to the hearing before the E.A.T., and the court shall then consider whether to list for a case management conference or whether to order a further stay.
3. Costs in the case.

Dated 29 July 2002

100

General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	14 February 2003



Before **DEPUTY DISTRICT JUDGE LAMBERT** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon reading the Statements of Case and the Allocation/Pre-trial check list filed

And upon considering the Court file and Orders previously made

Upon hearing the Solicitor for the Claimant and the Defendant in person

IT IS ORDERED THAT

1. The directions order of 21st August 2001 be varied by these following directions.
2. The Claimant do have leave to file and serve Amended Statements of Case in accordance with the copy filed by 4.00pm on 17th February 2003.
3. The Defendant do file and serve amended Defence and Counterclaim by 4.00pm on 10th March 2003.
4. It is recorded that the Defendant's claim and appeal to the Employment Tribunal has been dismissed.
5. There be a further Case Management Conference on 7th July 2003 at 12.00 noon (time estimate 1 hour).
6. Each party give standard disclosure to every other party by list no later than 4.00pm on 10th March 2003.
7. There be simultaneous exchange no later than 4.00pm on 28th April 2003.
8. On it appearing to the court that expert evidence is needed on the issues of liability/causation and that the evidence should be given in the form of written reports of a single expert instructed jointly by the parties in the field of Computer Technology.
9. The Claimant/Defendant do no later than 4.00pm on 24th March 2003 inform the court whether or not such an expert has been instructed. If the parties cannot agree by that date who the expert is to be and about the payment of fees either party may apply for further directions.
- 10 Each party must give instructions to the joint expert by 4.00pm on 7th April 2003 such instructions as possible.

The court office at BLACKPOOL County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ is open between 10am and 4pm Monday to Friday. If you wish to contact the court, please address forms or letters to the Court Manager and quote the claim number. Tel: GRO

11 Unless the parties agree in writing or the court orders otherwise, the fees and expenses of such expert be paid by the parties equally.

12 The report of the joint expert be filed by the Claimant/Defendant at the court no later than 4.00pm on 19th May 2003.

13 The time for service on another party of any question addressed to an expert instructed by that party is not later than 14 days after service of that expert's report or the date of this Order in the case of a report already disclosed.

14 Any such question be responded to within 21 days of service of the question.

15 Costs in the case.

Dated 10 February 2003

General Form of Judgment or Order

To the Claimant's Solicitor

<p>Weightman Vizards 41 Spring Gardens Manchester M2 2BG 14427 MANCHESTER 2</p>

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme PJL/DA/WOLSTENHOLME
Date	05 June 2003

Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon reading letter form the defendant dated May 17th 2003 (copy herewith) and it appearing that

- a) the claimants have failed to give standard disclosure to the defendant and that
- b) the parties have failed to instruct a single joint expert

IT IS ORDERED THAT

1) Matter be listed for hearing at Blackpool County Court, The Law Courts, Chapel Street, Blackpool on June 30th 2003 at 12:30pm for further directions. (Estimated length of hearing - 30 minutes)

Dated 28 May 2003

GRO
Cleveleys
Lancs
GRO

RECEIVED ON
9 - JUN 2003
P P

17 May, 2003

Deputy District Judge Lambert
Blackpool County Court
The Law Courts
Chapel Street
Blackpool
FY1 5RJ

CLAIM NO C21 01967

Dear Sir:

I am experiencing difficulties with Weightman Vizards (Post- Office Counters Ltd Solicitors). I feel that they seem to be taking advantage of the fact that I am a layperson, and I am trying my best to comply, but they seem to be going round in circles. They have still not appointed a computer expert saying he would need to see copies of both parties List of Documents. I sent my List of Documents on 02/05/03 and up to date I have not received their list.

All I want to do is settle this case as soon as possible but they seem to keep moving the goalposts. Three times now I have requested the Computer Call Logs from June to November 2000 but now they say that their client does not have copies of these. This is vital evidence needed for my counterclaim.

Unfortunately when I sent out my amended Defence and Counterclaim I had not noticed that the paragraphs of the claimants amended particulars had changed. I therefore enclose a re- amended copy of my defence.

Sincerely,

GRO

Julie Wolstenholme

BLACKPOOL
COUNTY COURT

23 MAY 2003

A/c No. 21331

7/7

sil
pool Dukacs Please

General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme
Date	12 June 2003



Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon reading the papers on the court file

IT IS ORDERED THAT

1. It is declared that Messrs Lawsons Samuels Capaldi of 22 Whitegate Drive Blackpool, have ceased to act for the defendant.
2. It is declared that the defendant act in person and the address for service is GRO
GRO
3. It is directed that the directions hearing fixed for 30 June 2003 do stand, in order to enable the court to identify the issues, deal with outstanding directions and give further appropriate case management directions.

Dated 11 June 2003

General Form of Judgment or Order

To the Claimant's Solicitor

<p>Weightman Vizards 41 Spring Gardens Manchester M2 2BG 14427 MANCHESTER 2</p>

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme
Date	30 June 2003



Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon reading letter from defendant

IT IS ORDERED THAT

1. The directions hearing fixed for 30th June 2003 be vacated, the issue raised therein to be determined at the Case Management Conference fixed for 7th May 2003 at 12.00 noon.

Dated 27 June 2003

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General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme
Date	08 July 2003



Before **DISTRICT JUDGE BRYCE** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon hearing Solicitor for the Claimant and the Defendant in person

IT IS ORDERED THAT

- 1) Claimant do by 4pm on July 21st 2003 serve on Defendant copies of relevant computer logs from June 2000 until November 2000.
- 2) There be simultaneous exchange of statements of lay witnesses by 4pm on August 8th 2003.
- 3) Witness statements to stand as evidence in chief and a party is not permitted to adduce evidence from any witness whose statement has not been exchanged in accordance with this order, without permission of the Court.
- 4) It appearing to the Court that archive material on the computer may have been destroyed, it is directed that
 - a) Claimant solicitors so make further enquiries and copy any correspondence to Defendant
- Parties make enquiries of expert as to whether an opinion can be given using only computer logs.
- 5) Matter be listed for a further CMC hearing at Blackpool County Court, The Law Courts, Chapel Street, Blackpool on September 5th 2003 at 10:00am with a time estimate of 30 minutes.
- 6) Costs in case

Dated 07 July 2003

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General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme
Date	09 October 2003



Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

Upon hearing solicitors for the claimant

IT IS ORDERED THAT

1. The Claimant shall by 4.00pm on 20th October 2003 serve upon the defendant copy statements of all the witnesses of fact whom they want to call to give evidence and be debarred from calling any witness at the trial whose evidence has not been so disclosed unless permission of the Court is first obtained.
2. The Claimant shall by 4.00pm on 20th October 2003 serve upon the Defendant copies of any further documents upon which they seek to rely.
3. A joint letter on instruction be agreed between the parties by 4.00pm on 17th November 2003 if possible and sent to the joint expert by 4.00pm on 24th November 2003 by the Claimants solicitors.
4. In the event of the parties failing to agree a joint letter of instruction in accordance with paragraph 3 above or either side contending that the expert would be unable to assist the court on the limited information available, either or both sides have permission to send their own letter of instruction (with a copy being sent to the other side by 4.00pm on 1st December 2003) pursuant to CPR 35.8.
5. The matter be listed for Case Management Conference (ELH 1 hour) on 26th January 2004 at 2.00pm.
6. The Defendant shall by 4.00pm on the 17th November 2003 file at court and serve upon the Claimant all the witness statements of fact (including her own statement) verified by a statement of truth.
7. Costs in the case.

Dated 06 October 2003

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General Form of Judgment or Order

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme
Date	12 March 2004



Before **DISTRICT JUDGE BUCKLEY** sitting at Blackpool County Court, The Law Courts, Chapel Street, Blackpool, Lancs, FY1 5RJ.

SEE ATTACHED ORDER

Dated 08 March 2004

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- e) copies of all authorities and relevant extracts of any authoritative texts or other sources which any party or expert witness intends to rely on or refer to.
- 8) The costs of today shall be part of the costs to be dealt with at the end of the claim.

Notice of Trial Date

To the Claimant's Solicitor

Weightman Vizards
41 Spring Gardens
Manchester
M2 2BG
14427 MANCHESTER 2

In the BLACKPOOL County Court	
Claim Number	CR101947
Claimant (including ref.)	Post Office Counters Ltd NJK SJH JW
Defendant (including ref.)	Mrs J Wolstenholme
Date	23 April 2004



The trial listed for 5th to 7th July be and is vacated

the trial of the above claim will now take place at 10:30 AM

on 16, 17 and 18 August 2004

at Preston County Court, Openshaw Place, Ring Way, Preston, PR1 2LL

Any application in the case must be made to the court where the case is to be tried.

Date 23 April 2004

Please note: This case may be released to another Judge, possibly at a different Court.

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