



LEAVER FACING SHEET (EXCEPT VR)

NAME Mrs	Susan Crichton	REASON	Compromise Agreement
PAY NO	00135142	DOA	04.01.2010
OFFICE	Director of Corporate Services	LDOS	30/11/13
GRADE	RemCo	NINO	WE854039C
DOB	12.03.1958	WKLY HRS	41
PENSION	DC Plan	DATE JOINED SCHEME	

Annual leave

	DATE	AMOUNT
HRSAP DATE TERMINATED	18/11	
EXCEL SHEET	18/11	
CHECK INFOTYPE 14 & 15 442 Cars 45 House 40 STL Check 15 2662, 2166 BUYDOWN CVIT Check TXT on NDA / Intermittent Allow (even if ceased)		
Check infotype 70 Court orders Inform Eileen Almond if any.	/	
GIFT /VAL LETyears (on excel)	/	
CHECK INFOTYPE 19 TRIAL REPORT / CIT LICENCE	/	
CHECK INFOTYPE 2001	/	
MEDICAL PAYMENTS ON HRSAP	/	
DSS (RD561) IMM / DEF	/	
IMMEDIATE PENSION P4781 PREPARE / PRINT /EMAIL (with attachments for bank details/vol deductions/tax code/home address)	/	
DEF PENSION (P4871) PREPARE / PRINT / EMAIL	/	
		COMP /MED SEV 201,204 - 80
		PAY IN LIEU
		EXCESS TRAV
		PURCHASE OF A/L - 377
		ANNUAL LEAVE Days/Hrs
		Leaver Input By & Date GRO 18/11
		100% Buddy Check SAP/PAYMENTS 12/12
		EXCEL
		FS Leavers - Email HR People Changes to Notify of details inc LDOS
		End date infotype 105 sty 10 & sty Mail (do not end date sty0001)

		SENT	REC.
NOTICE LETTER	COPY RECEIVED		28/10
RESIGNATION LETTER	By email/ letter rec		
VOL RES ACKNOWLEDGEMENT	& QUESTIONNAIRE		
LEAVERS CHECKLIST	to Mrs Paula Anne Vennells	N/A	
OFFICIAL SECRETS	P301		
DEATH IN SERVICE	DIS FORM & BAL PAY		
SENIOR MANAGERS: CHECK FOR CAR DETAILS / HEALTHCARE / BONUS SCHEMES (LTIP ETC) - ADVISE APPROPRIATE TEAM OF ANY CHANGES - CONFIRM ADDITIONAL LTIP BONUS PAYMENTS VIA REWARD MANAGER			
LATE LEAVERS - IN ALL PENSION CASES EMAIL DETAILS OF LATE LEAVERS TO PENSION DATA MAINTENANCE TO ADVISE			
ALL OVERPAYMENTS TO BE RECORDED ON OUTSTANDING OVERPAYMENTS SPREADSHEET			

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Employee Departure Concurrence

1) Personal Details	
Reason for Exit	Termination by Mutual Agreement
Name of Individual	Susan Crichton
Pay No:	135142
Current Role	General Counsel
Last day of Service	30 November 2013
Contract :	REMCO
Final Salary	£185,000
Bonus / LTIP	30/35
Additions (eg car allowance)	7,700
Pension Scheme	25% supplement cash = £46,250
Is legal advice required	Yes
CHRO	Fay Healey

2) Pension Calculation - only applicable for VR cases. P&OS to complete					
Date of Entry	Jan 2010	Date of Birth		NI	
Age @ LD05		Service @ LD05	3 yrs 10 mnths		

3.1 - Salary History (last 24 months)		
Date	Salary	Reason for increase

3.2 Exit Headlines : eg compensation, performance pay, pension arrangements
<ul style="list-style-type: none">• 12 months base pay contractual notice• Outplacement support with CDL, deferred for up to 12 months• Legal advice to be provided• To be treated as a good leaver under the LTIP scheme 11/12 & 12/13• Additional compensation of £20k in lieu of STIP entitlement for 13/14

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4) Compensation Package			
Element	Proposed Amount / Cost (£)	Standard Terms	Notes
Compensation	£201,204.80		Comp agreed £205k. Reduced by additional cost of legal fees + VAT Tax free up to £30k Note termination payment to be made following the issue of the P45
PILON			
PILOL	Nil		
Healthcare . Benefits			Cease on 30/11/2013
Outplacement	£8,000 plus £1,600 VAT	Standard Director Arrangements with CDL	
Legal Fees	£4,171 plus £834.20 VAT	Independent legal advice required as exit through a compromise agreement.	PO contribution to legal advice £1,000 residual being deducted from SC comp agreement
Other (specify)			
Estimated Total	£213,375.80 plus £2434.20 VAT		

5.1) Preparation	
Case Prepared by	Fay Healey
5.2) RemCom Concurrence - terms agreed by correspondence 15 September 2013 with Neil McCasuland, Virginia Holmes & Alice Perkins	
Authorised by Alwen Lyons	Company Secretary on Behalf of RemCom
Signed:	GRO Date <u>24th Sept 2013</u>
5.3) Financial Concurrence	
Authorised by Chris Day	Chief Financial Officer
Signed:	GRO Date <u>24/9/13</u>
5.4) Business Concurrence	
Authorised by Paula Vennells	Chief Executive
Signed:	GRO Date <u>25/9/13</u>

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

Susan Crichton

GRO

Date:

Dear Susan

I am writing to confirm the terms on which it has been agreed that your employment with Post Office Limited (the Company) will terminate.

1. Your employment with the Company will terminate on 30 November 2013 (the Termination Date). Between now and the 30 October 2013 you will continue to perform your normal duties. Between 1 November 2013 and the Termination Date you will not be required to attend work and will be placed on garden leave. During any such garden leave period you may be required to perform some specific work. Should you fail to do so or if you are guilty of any misconduct or serious negligence prior to the Termination Date, then the terms set out in this Agreement shall cease to have effect and you will have no entitlement to the sums set out in Clause 7 below however the remainder of the terms of this Agreement shall continue to have effect. You will continue to receive your salary and benefits including any private medical care up to the Termination Date, but you will not be entitled to receive any pay increases, which are awarded between the date of this Agreement and the Termination Date.
2. You and the Company agree that your entitlements under your contract of employment with the Company shall cease with effect from the Termination Date and that you shall have no further entitlement to any benefits and entitlements except as set out in this Agreement. In particular you acknowledge and agree that save as expressly provided in this Agreement, you have no claim for or entitlement to, payment for or payment in lieu of untaken holiday or by way of a bonus, commission, profit-sharing or other incentive payment or for shares pursuant to the holding or loss of any right under or in connection with any Employees' Share Scheme (or similar) against the Company and/or the Group or any person connected to it.
3. Should you incur any legitimate business expenses before the Termination Date you will submit your expenses claim form for those outstanding expenses before the Termination Date to your line manager, which will then be processed and paid in the usual way. No expenses incurred or submitted after the Termination Date will be reimbursed unless specifically authorised in advance.
4. You will be required to take any outstanding leave during the period between now and the Termination Date and you will not be entitled to any payment in lieu of untaken holiday, other than as specifically provided for in this Agreement or as required by law. The Company will not unreasonably refuse to grant any requests to take accrued holiday during the period between now and the Termination Date.
5. You undertake that on or before the Termination Date you will return to the Company any and all property of the Company in your possession or under your control including, without limitation, keys, uniform, security pass, mobile phone, blackberry or laptop computer and any other business equipment or property of or relating to the business of the Company and to any Group companies. You also undertake to provide the Company with any passwords or access codes for any Company property and agree to delete any Company information from any personal electronic equipment.
6. If you are a member of the Royal Mail Defined Contribution Plan, you will within two months of the Termination Date receive an outline of the options available to you for dealing with your benefits.
7. Provided that you comply with your obligations under this Agreement:

7.1 The Company will within 28 days after the Termination Date or receipt of fully executed agreement and independent advisor's certificate (whichever is latest) pay you the sum of £201,204.80 (the Termination Payment) as compensation for the termination of your employment. Your P45 will be issued within 7 days after the Termination Payment has been made.

GRO

delete termination Date

7.2 The first £30,000 of the Termination Payment will be paid without deduction of tax or national insurance contributions in accordance with section 403 Income Tax (Earnings and Pensions) Act 2003. The balance over £30,000 will be paid after deduction of tax as required by law. You will be responsible for accounting to HMRC for any balance of tax due.

GRO

7.3 The Company will provide you with the benefit of the standard executive package of career transition support with CDL Consulting Ltd. The parties understand that such outplacement counselling can be provided free of tax in accordance with section 310 of the Income Tax (Earnings and Pensions) Act 2003.

7.4 The Company will regard you as a "good leaver" under the terms of the Company's LTIP scheme for the years 2011/12 and 2012/13. Any such payment will be made according to the appropriate timescale for the scheme and will be subject to the required statutory deductions.

8 You agree fully and properly to indemnify and keep indemnified the Company against any demand for tax (including without limitation income tax and employee national insurance contributions) which may become payable arising from the payments and arrangements set out in this Agreement or arising from the termination of your employment with the Company and any interest, costs, penalties, damages or expenses which the Company may incur in connection with any such demand save those arising out of the Company's own fault, provided always that before the Company meets any such liability it shall first:

- a) Notify you promptly in writing of any relevant assessment or demand; and
- b) Afford you a reasonable opportunity to challenge the relevant assessment or demand by the HMRC and give you all reasonable co-operation in making such a challenge.

This indemnity shall not apply to any tax or national insurance contributions already deducted from any sums already paid to you by the Company.

9 You agree that the Company may deduct from your salary or any other monies payable to you by the Company (including payments in accordance with this Agreement) any monies owed by you to the Company (including, but not limited to, house purchase loans or excess fares paid in advance). In the event that any monies owing to the Company are not recovered in this way, you will pay any such outstanding amounts to the Company on demand. In addition you will repay on demand to the Company any overpayments made to you as a result of the processing of payments in accordance with this Agreement. Failure to settle any demand within 28 days will result in the Company taking appropriate action to recover any monies outstanding.

10 10.1 The Company will promptly, upon request, provide a written reference for you in the terms set out in Schedule 1 and will deal with any oral enquiries in a manner consistent in tone and content as long as reference requests are addressed to Fay Healey (or her successor).

10.2 On the signing of this agreement the Company will publish an internal announcement in the terms set out in Schedule 2.

10.3 The Company will allow you to retain your mobile telephone number and will provide you a portal authorisation code to allow you to affect this transfer to a privately arranged mobile telephone provider.

GRO

11 You agree that the arrangements set out in this Agreement shall be in full and final settlement of:

- 11.1 all claims known to you at the time of entering this Agreement;
- 11.2 all other common law and/or claims under contract unknown to you at the time of entering the Agreement; and
- 11.3 all other statutory claims and/or rights of action unknown to you at the time of entering the Agreement that you have or may have at the date of this Agreement against the Company and any Group companies or any of its or their employees, officers or directors arising directly or indirectly from your employment by the Company or the termination thereof, including but not limited to the following:
- a) any claim for unfair dismissal, under the Employment Rights Act 1996;
 - b) any claim in relation to the right to a written statement of reasons for dismissal under the Employment Rights Act 1996;
 - c) any claim for a statutory redundancy payment, under the Employment Rights Act 1996;
 - d) any claim in relation to an unauthorised deduction from wages, under the Employment Rights Act 1996;
 - e) any claim for an unlawful detriment, under the Employment Rights Act 1996 or s.56 Pensions Act 2008;
 - f) any claim in relation to failure to provide employment particulars, under the Employment Rights Act 1996;
 - g) any claim in relation to guarantee payments, under the Employment Rights Act 1996;
 - h) any claim in relation to Sunday working for shop and betting workers, under the Employment Rights Act 1996;
 - i) any claim for Statutory Sick Pay;
 - j) any claim in respect of a breach of the Working Time Regulations 1998;
 - k) any claim for unlawful direct or indirect discrimination, victimisation or harassment under the Sex Discrimination Act 1975;
 - l) any claim for equal pay under the Equal Pay Act 1970;
 - m) any claim for unlawful direct or indirect discrimination, victimisation or harassment under the Race Relations Act 1976;
 - n) any claim for unlawful direct discrimination disability-related discrimination, a failure to make reasonable adjustments, victimisation or harassment under the Disability Discrimination Act 1995;
 - o) any claim for unlawful direct or indirect discrimination, victimisation or harassment under the Employment Equality (Sexual Orientation) Regulations 2003;
 - p) any claim for unlawful direct or indirect discrimination, victimisation or harassment under the Employment Equality (Religion or Belief) Regulations 2003;
 - q) any claim for wrongful dismissal, unpaid bonus or any claim for breach of any express or implied terms of your contract of employment;
 - r) any claim under the Transnational Information and Consultation of Employees Regulations 1999;

- s) any claim in relation to failure to comply with the obligations under the Information and Consultation of Employees Regulations 2004;
- t) any claim in relation to the obligations to elect appropriate representatives or inform and consult or any entitlement to a protective award, under the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- u) any claim for remuneration for the protected period following the making of a protective award by an employment tribunal under the Trade Union and Labour Relations (Consolidation) Act 1992;
- v) any claim in relation to the national minimum wage under the National Minimum Wage Act 1998;
- w) any claim in respect of a protected disclosure under the Employment Rights Act 1996 and Public Interest Disclosure Act 1998;
- x) any claim under the Employment Act 2002;
- y) any claim for failure to comply with obligations under the Employment Act 2002 (Dispute Resolution) Regulations 2004;
- z) any claim for less favourable treatment on the grounds of part-time status under the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
- aa) any claim for less favourable treatment on the grounds of fixed-term status under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002;
- bb) any claim for failure to comply with obligations under the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006
- cc) any claim for unlawful direct or indirect discrimination, victimisation or harassment under the Employment Equality (Age) Regulations 2006;
- dd) any claim in relation to maternity, paternity, adoption and parental rights under the Maternity and Parental Leave etc Regulations 1999;
- ee) any claim under Part VIIIA of the Employment Rights Act 1996 (flexible working);
- ff) any claim for failure to comply with obligations under the Data Protection Act 1998;
- gg) any claim under Part VI of the Employment Rights Act 1996 (time off work);
- hh) any claim for pay in lieu of notice or damages for termination of employment without notice or on short notice;
- ii) any claim under Part VII of the Employment Rights Act 1996 (suspension from work);
- jj) any claims for under the Trade Union and Labour Relations (Consolidation) Act 1992;
- kk) any claim for breach of obligation under the Protection from Harassment Act 1997;
- ll) any claim for failure to comply with obligations under the Human Rights Act 1988;

- mm) any claim for personal injury about which you have or might reasonably be presumed to have knowledge as at the date of signing this Agreement;
- nn) any claim under European Union Law;
- oo) any other claim under statute; or
- pp) any claim for damages for breach of contract howsoever arising including in respect of stigma;
- qq) any other claim under common law;
- rr) a complaint under section 120 of the Equality Act 2010 relating to:
 - i. age discrimination or harassment related to age;
 - ii. disability discrimination or harassment related to disability;
 - iii. gender reassignment discrimination or harassment related to gender reassignment;
 - iv. marriage and civil partnership discrimination;
 - v. pregnancy and maternity discrimination or discrimination because of the protected characteristic of pregnancy or maternity;
 - vi. race discrimination or harassment related to race;
 - vii. religious or belief-related discrimination or harassment related to religion or belief;
 - viii. sex discrimination, harassment related to sex, or sexual harassment under section 26(2);
 - ix. harassment under section 26(3) (less favourable treatment because of a rejection of or submission to harassment related to sex, or gender reassignment, or sexual harassment;
 - x. sexual orientation discrimination or harassment related to sexual orientation; and
 - xi. victimisation.
- ss) a complaint relating to a breach of an equality clause under the Equality Act 2010;
- tt) a complaint relating to a breach of an equality rule or non-discrimination rule under the Equality Act 2010;
- vv) any claim under the Agency Workers Regulations 2010.

together "the Employment Claims".

11.4 You further agree that the arrangements set out in this Agreement shall be in full and final settlement of all claims or rights of action that you have or may have against Royal Mail Pensions Trustees Limited arising directly or indirectly from your employment by the Company or the termination thereof, other than those benefits to which you and anyone claiming through you are entitled on the basis outlined in Clause 7. You agree fully and properly to indemnify and keep indemnified the Trustee of the Royal Mail Pension Plan against any demand for tax (including without limitation any tax arising under the Finance Act 2004 from exceeding your Annual and/or Lifetime Allowance in relation to any

pension benefits you may have including any benefits you may have in the Royal Mail Pension Plan).

- 11.5 You further agree that in the event you exceed your Annual Allowance, and as a result incur an Annual Allowance Charge under the Finance Act 2004, you will not make use of the proposed "scheme pays" provisions (see sections 237A to 237F of the Finance Act 2004) to the extent that you will not make the scheme administrator or the Royal Mail Pensions Trustees Limited jointly liable with you for payment of the Annual Allowance Charge and accordingly you will meet in full any demand for payment of any Annual Allowance Charge otherwise than from deduction from your pension benefits.
- 11.6 Nothing in this clause 11 shall affect any personal injury claims which you are unaware of as at the date of this Agreement or your accrued pension rights and benefits or your rights to enforce the terms of this Agreement.
- 12 You further agree to refrain from instituting or continuing any such proceedings as referred to in Clause 11.1 – 11.5 against the Company or the Trustee of the Royal Mail Pension Plan or its or their employees, directors or officers in an Employment Tribunal or elsewhere (including but not limited to a complaint or dispute before the Pensions Ombudsman).
- 13 You agree to make yourself available for an aggregate period of 7 days to, and to cooperate with, the Company and/or Group or its advisers in any internal investigation or administrative, regulatory, judicial or quasi-judicial proceedings. You acknowledge that this could involve, but is not limited to, responding to or defending any Employment Tribunal proceedings, regulatory or legal process, providing information in relation to any such process, preparing witness statements and giving evidence in person on behalf of the Company. The Company shall reimburse any actual expenses incurred by you as a consequence of complying with your obligations under this clause, including but not limited to actual travel expenses and loss of earnings (if any), provided that such expenses are approved in advance by the Company. For any period over and above the aggregate 7 day period referred to above you will be reasonably compensated by the Company at a rate to be agreed.
- 14 You hereby warrant to the best of your information and belief that:
- 14.1 as at the date of this agreement, there are no circumstances of which you are aware or of which you ought reasonably to be aware which would entitle you to bring a personal injury claim against the Company;
- 14.2 you have not committed any breach of any duty owed to the Company or any Group company and have not done or failed to do anything amounting to a breach of the Company's Code of Conduct, Company's Code of Business Standards, nor any offence under the Bribery Act 2010, or anything amounting to a repudiatory breach of the express or implied terms of your employment with the Company or which, if it had been done or omitted after the execution of this Agreement, would have been in breach of any of those terms;
- 14.3 at the date of signature of this Agreement you have not commenced employment nor have you agreed to accept nor received any offer of employment. For the purposes of this clause, the expression employment includes a contract of service, a contract for services, any form of consultancy, self-employment, partnership or any directorship. Any payment under clause 7 is conditional on this being so;
- 14.4 before signing this Agreement you received legal advice from Emma Bartlett of Speechly Bircham (the Independent Adviser) as to the terms and effect of this Agreement and in particular its effect on your ability to pursue the rights mentioned in Clause 11 of this Agreement before an Employment Tribunal;
- 14.5 the particular rights on which you obtained advice from the Independent Adviser are the Employment Claims arising under the Employment Legislation;
- 14.6 so far as you are aware, all the claims that you have or may have against the Company and any Group companies under the Employment Legislation are

referred to in Clause 11 above and there are not any facts or matters that might give rise to a claim by you which you do not waive;

- 14.7 the Independent Adviser advised you that there was in force at the time you received the advice a contract of insurance covering the risk of a claim by you in respect of any loss arising in consequence of that advice; and
- 14.8 the conditions regulating settlement agreements and compromise agreements under section 77(4A) of the Sex Discrimination Act 1975 (in relation to claims under that Act and the Equal Pay Act 1970), section 72(4A) of the Race Relations Act 1976, section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992, paragraph 2 of schedule 3A of the Disability Discrimination Act 1995, section 203(3) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998, section 49(4) of the National Minimum Wage Act 1998, regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999, regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, paragraph 2(2) of schedule 4 of the Employment Equality (Sexual Orientation) Regulations 2003, paragraph 2(2) of schedule 4 of the Employment Equality (Religion or Belief) Regulations 2003, regulation 40(4) of the Information and Consultation of Employees Regulations 2004, paragraph 12 of the schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, section 58 Pensions Act 2008, regulation 15 of the Agency Workers Regulations 2010 and paragraph 2(2) of schedule 5 of the Employment Equality (Age) Regulations 2006 paragraphs (c) and (d) of section 147(3) of the Equality Act 2010 all as subsequently consolidated, modified or re-enacted from time to time, are satisfied in relation to this Agreement.
- 15 You agree as a condition of this Agreement to procure that the Independent Adviser will complete and sign the certificate below (to the effect that he or she is a relevant independent adviser within the meaning of Section 203 of the Employment Rights Act 1996 and the similar provisions concerning compromise agreements in the other relevant legislation referred to at Clause 14.8 above). Further you agree that the Company is under no obligation to make the payments specified in Clause 7 if you are in breach of all or any of the warranties referred to in Clause 4.
- 16 The Company will make a contribution of up to £4,171 plus VAT in respect of the Independent Adviser's fee for advising you on the terms and effect of and following completion of this Agreement (the Legal Costs). That contribution will be paid direct to the Independent Adviser within 45 days following receipt of an invoice addressed to you but marked payable by Post Office Limited.
- 17 It is a fundamental term of this Agreement that:
- 17.1 the Termination Payment and the Legal Costs shall at all times be conditional on you (or anyone on your behalf) complying with each and every term, condition or warranty of this Agreement and/or refraining from issuing or pursuing any type of employment related proceedings in respect of the Employment Claims and/or any statutory claim or any contractual or common law claim (howsoever arising) (with the exception of any claim for accrued pension rights or pension benefits, or for personal injury except where the Employment Tribunal has jurisdiction) against the Company, any Group company or its or their officers, employees or shareholders, (and whether in an Employment Tribunal, the High Court, County Court or otherwise); and
- 17.2 if you (or anyone on your behalf) subsequently breaches any such condition or warranty of this Agreement, including but not limited to issuing or pursuing such employment related proceedings in breach of this Agreement or if the Company discovers any breach of its Code of Conduct or Code of Business Standards or other repudiatory breach of the implied or express terms of your employment with the Company, then the payments made under Clause 6 including but not limited to the Termination Payment and Legal Costs shall be repayable by you to the Company forthwith on demand; and

- 17.3 the total sum shall be recoverable as a debt, together with all costs (including legal costs) incurred by the Company or any Group company (or any of its or their officers, employees or shareholders, as applicable) in recovering the sum and/or in relation to any proceedings so brought by you; and
- 17.4 the repayment provisions of this Clause 17 shall be without prejudice to the Company's rights to seek further damages from you in respect of the breach referred to in this clause and any other breach of this Agreement.
- 18 You acknowledge that the Company has relied on Clause 11, 14 and 17 in deciding to enter into this Agreement.
- 19 Both you and the Company agree and accept that the Termination Payment reflects the actual and likely financial damages sustained by the Company, arising from, and as a result of, your breach of this Agreement.
- 20 Further and in the alternative, if any proceedings are instituted or continued by you, the Termination Payment paid to you will be accepted as being made on account of and applied towards any other award or damages or costs award which may be made in your favour.
- 21 You and the Company agree to keep the facts, terms and circumstances of this Agreement strictly confidential and not to disclose the same to any third party (other than professional advisors and /or as required by law, and in your case, your immediate family).
- 22 You agree that you will not make or publish nor cause to be made or published any derogatory or defamatory comments about the Company or any of its officers or employees. The Company will use its best endeavours to ensure that none of its senior officers makes or publishes or cause to be made or published any derogatory or defamatory comments about you.
- 23 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 24 The terms of this Agreement contain the entire understanding between the parties and supersede all, if any, subsisting arrangements, agreements and understandings, whether written or oral relating to the termination of your employment. No variation of this Agreement shall be binding on any party hereto unless and to the extent that the same is recorded in a written document executed by all parties hereto.
- 25 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement, which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 26 Notwithstanding that this Agreement is marked "without prejudice and subject to contract" when the Agreement has been dated and signed by the parties and is accompanied by the Independent Adviser's certificate signed by the Adviser it will become an open and binding agreement between the parties.
- 27 This Agreement is made and the consideration set out above is given without any admission of liability whatsoever by the Company.
- 28 You acknowledge that the post termination restrictions in clause 20 of your contract of employment with the Company dated 16 September 2009 will continue to apply after the Termination Date save to the extent that the 3 month term referred to in clause 20.1 is reduced to 1 month and the only companies or organisations to which clause 20.1 will apply are Royal Mail Group Ltd and the Bank of Ireland and all or any of their Group companies and the 6 month period referred to in clauses 20.2 -20.5 will be reduced to 4 months.
- 29 You acknowledge that notwithstanding the termination of your employment you continue to have a duty of confidentiality to the Company and Group companies and that this means that you must not disclose or communicate to any person or use for your own benefit or the benefit of any third party any confidential information concerning the business and affairs of the Company and any Group companies which has come to your

knowledge in the course of your employment (unless any such confidential information enters the public domain other than through her default).

30 "Group" means Holding Companies, Subsidiaries and the Subsidiaries of any of Holding Companies of the Company from time to time ("Holding Company" and "Subsidiary" having the meanings set out in section 1159 of the Companies Act 2006, and for the purposes of section 1159(1) a company shall be treated as a member of another company if:

- (a) any of its subsidiaries is a member of that company; or
- (b) any shares in that other company are held by a person acting on behalf of the company or any of its subsidiaries; or
- (c) its shares in that other company are registered in the name of a person (or its nominee) whether by way of security or in connection with the taking of security.)

If the terms of this offer are acceptable to you, to effect a binding agreement between you and the Company please:

- a) sign and date the enclosed duplicate of this letter; and
- b) have the Independent Adviser sign and date the Independent Adviser's Certificate

and return them both to me within 14 days of the date of this letter to the address given below. If acceptance of this offer is not received by that date, it will expire without further notice.

Yours sincerely

Fay Healey

for and on behalf of Post Office Limited

148 Old Street

London

EC1V 9HQ

I confirm my acceptance of the terms as set out in this Agreement IN WITNESS whereof this Agreement has been signed on behalf of the Employer and the Group and executed and delivered as a Deed by the Employee the day and year first below written

Executed and Delivered by a Deed

by SUSAN CRICHTON

GRO

Employee

Dated

24.9.13

In the presence of:

[NAME]

Emma Bartlett (solicitor)

Signature:

GRO

Address:

6 New Street Square, London, EC4A 3LX

INDEPENDENT ADVISER'S CERTIFICATE

I hereby certify that:

1. I am a relevant independent adviser as defined in the Agreement between Susan Crichton and Post Office Ltd to which this certificate is attached;
2. I have given advice as to the terms and effect of the annexed Agreement to Susan Crichton and in particular upon its effect on her ability to pursue her rights under the legislation referred to in Clause 11 before an Employment Tribunal;
3. I am not acting (and have not acted) for Post Office Ltd or any associated employer in relation to this matter; and
4. There was in force at the time I gave that advice a contract of insurance covering the risk of a claim by Susan Crichton in respect of loss arising in consequence of my advice.

Signed

GRO

Emma Bartlett

Dated 24 September 2013

Schedule 1

Reference

Susan Crichton was employed by Post Office Ltd from January 2010 until November 2013.

During her time with the business she has seen her areas of accountability broaden.

Throughout her career she has held a position on the Post Office Executive Team and currently reports to Paula Vennells, the Chief Executive.

Susan's appointment as Legal & Compliance Director in 2010 was the first in house legal role within the Post Office. She took on accountability for setting the business Legal, Risk & Compliance strategy and for the management of a team of lawyers within Royal Mail Group as well as a fledgling Post Office Compliance team.

Susan has grown the capability and capacity of those teams as well as reducing the overall cost of legal advice to the business. She has raised the profile of Risk & Compliance and the value delivered to the business.

During 2012 Susan took on accountability for Security (covering Internal & External Investigation, Fraud, Commercial and Information Security) and subsequently Human Resources.

As General Counsel Susan has taken lead on many substantial commercial transactions, notably securing State Aid clearance for the Government funding of £1.34bn, which was essential to the delivery of the business strategy to revitalise and transform the Network. She also played a leading role in negotiating the commercial and legal separation of Post Office from the Royal Mail Group.

Susan engenders loyalty and support in her team; and she played a major role in driving cultural change and building both functional and leadership capability across the business.

During her time with the Post Office Susan was considered to be a valuable member of the Executive Committee and consistently delivered against her objectives.

Schedule 2
Internal Announcement

Susan Crichton has decided to leave the Post Office with her last day being the 30th November.

Susan joined the Post Office in January 2010, as the first lawyer solely dedicated to Post Office, she was instrumental in negotiating the long term distribution and services agreement with Royal Mail. She also worked on getting state Aid approval for the transformational aid to revitalise the network.

Latterly she has managed a broader portfolio including Human Resources and Security and I am grateful to her leadership particularly of the Human Resources function.

I would like to thank her for her work and wish her all the best for the future.

I am currently reviewing a number of interim candidates in the short term whilst recruiting externally for a new General Counsel and hope to communicate progress in the near future.

Christopher X Bates

From: Christopher X Bates
Sent: 06 November 2013 15:49
To: 'sarah.hickson' [GRO]
Subject: RE: The Post Office Healthtrust - Leaver Notifications

Sensitivity: Confidential

Sarah,

We have a leaver to advise you of, details are below:

Name	Last Date of Service
Susan Crichton	30/11/13

Please amend your records appropriately.

Regards

Chris Bates

Chris Bates | Employee Support Services Team



POL HRSC, Stone Hill Rd, Farnworth,
BOLTON, BL4 9XX



GRO



christopher.x.bates [GRO]



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