

John Breeden

29/01/2010 20:29

To: Ged Harbinson/e/[redacted] GRO Graham C
Ward/e/[redacted] GRO Paul Southin/e/[redacted] GRO Glenn
Chester/e/[redacted] GRO Paul X Williams/e/[redacted] GRO
cc: Mandy Talbot/e/[redacted] GRO
Subject: Fw: Ibstock Post Office

All,

Please see the email below I received from Mr Rudkin at Ibstock yesterday and my response to this email which has been reviewed by Mandy prior to sending.

Regards

John

John Breeden

National Contract Manager North

Post Office Ltd - Network Support

2nd Floor, The Markets Crown Office, 6/16 New York Street, Leeds LS2 7DZ

E [redacted] GRO

: [redacted] GRO

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----- Forwarded by John Breeden/e/POSTOFFICE on 29/01/2010 20:27 -----

John Breeden

29/01/2010 20:26

To: "Michael Rudkin" [redacted] GRO
cc:
Subject: Re: Ibstock Post Office

Mike,

I thank you for your email below and I am pleased to read you have a meeting arranged with representatives from your bank, Lloyds TSB, next

week to discuss and hopefully resolve the financial predicament you are currently experiencing.

Taking the points you make below in turn:-

- budget cashflows - I have received the information provided and reviewed this information for the different scenarios presented. Whilst this information provided a clear indication of the budget for both income and expenditure it did not show me details of the actual income and expenditure and therefore it was difficult to ascertain if the predicted figures were achieved or not. Additionally the calendarisation of these figures appeared to be undertaken by dividing the full year figures by either four or twelve to obtain quarterly and monthly calendarised figures, I am not sure if this is what would happen in reality as I would have thought there was some seasonal/monthly variation in these figures.

- with regard to the period where you were suspended and the loss of remuneration over this period, the date of suspension being 20/8/08 and the date of reinstatement 12/11/08, the duration of suspension being 12 weeks. I know you allowed the post office to continue to trade over this period with a temporary Subpostmaster being appointed - what I am unable to determine from the figures is the income that you received from the temporary Subpostmaster during this period for the use of the premises. I have no details of the commercial arrangement between yourself and the temporary Subpostmaster, which is understandable as Post Office Ltd was not party to this commercial arrangement, nor am I able to ascertain who was paying the staff costs for the people who worked in the post office. Normally when a temporary Subpostmaster is allowed to work in a branch they would pay a rental payment for the use of the post office area to the suspended Subpostmaster and pick up any associated costs eg staff costs, liability for any losses incurred etc. Depending upon the terms of the agreement you came to with the temporary Subpostmaster whilst I understand the gross loss of remuneration could have amounted to the figure you have quoted the net amount will have been less.

- in respect of withholding remuneration for the period of your suspension. The contractual clause appropriate to this is section 19 of the Subpostmasters contract. (Section 19 para 6) provides that the decision whether or not to pay any remuneration is assessed at the time the decision is taken to terminate or reinstate your contract. In this case the assessment was made not to pay remuneration given the circumstances of the case, this decision was not challenged at the time.

I think also it is worthy to note that if the decision had been made to pay remuneration for the period of suspension the remuneration paid is less any rent and other expenses which may have been received by the Subpostmaster in respect of the continued use of the premises.

- whilst I realise Mrs Rudkin is being dealt with through the courts for the loss which is in accordance with section 19.1 I think we should also not lose sight of the fact that in section 12 para 12 of the Subpostmaster contract it does state that a Subpostmaster is responsible for all losses through his own negligence, carelessness or error and also for losses of all kinds caused by the Subpostmasters assistants and that these losses must be made good without delay. At the present time with the arrangement to deduct £1k per month from your remuneration an amount of £29,925.57 is current outstanding and you have paid the sum of £14,000.

I hope the above clarifies the points you have raised and I hope the discussions with both the bank representatives and your financial advisors ASC achieve a satisfactory conclusion so we can get this matter resolved.

Regards

John _____

John Breeden

National Contract Manager North

Post Office Ltd - Network Support

2nd Floor, The Markets Crown Office, 6/16 New York Street, Leeds LS2 7DZ

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"Michael Rudkin"

GRO

28/01/2010 13:38

To:

GRO

cc:

Subject: Ibstock Post Office

Dear John

I have a meeting scheduled for the 4th February 2010 with Lloyds TSB managers at Ibstock Post Office.

Mr. Tom Wadsworth my bank manager is bringing his head of area Mr. Peter Wilkinson to see what assistance can be given to resolve my financial predicament and one of the questions posed in the agenda for the meeting relevant to POL is;

Lost income £21K - salary?

During my suspension I had to place all the business and living expenditure (mortgage, utilities etc) on credit cards to which I am endeavoring to consolidate all borrowings with the assistance of the banks. One of the main financial stumbling blocks is the loss of £21k in income from POL and I know for sure the question not asked directly but alluded to in the agenda "Lost income £21K - salary?" Is there any possibility that Post Office Ltd will reconsider its position and reimburse the £21K as a result of my being reinstated and the person responsible for the shortage has been dealt with through the courts and convicted?

In the main I feel I know the reply John (SPMR Contract - Section 19:1 & :6) but I must ask none the less.

I trust you received the Budget Profit & Loss calculations John and the difference it can make to me at achieving my objectives.

I have agreed to refund POL its losses and have also now agreed with the bank the best way to move forward is to place the full assets known as Ibstock Post Office & Newsagents 118/120 High Street - into my sole name and all bank accounts for the business.

With the assistance of the bank, POL and your continued support John we can make this work - however if POL and/or the bank don't see a future for me within the industry/leased or otherwise I am sunk.

I politely request an early reply so as to address as many of the 15 questions the bank has presented me with.

Furthermore I have independent financial advisors ASC assisting me to resolve the situation John and having provided them with all relevant information they too should be able to give me the next step to take in concluding this matter

I politely request an early reply so as to address as many of the 15 questions the bank has presented me with please.

Kind Regards

Michael Rudkin

Ibstock Post Office & Newsagents

118/120 High Street

Leicester LE67 6LJ

Tel;

GRO

Mob;

GRO