

Witness Name: Mr Chirag Sidpura

Statement No.: WITN0085\_01

THE POST OFFICE HORIZON INQUIRY

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EXHIBIT WITN0085\_01/3

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Post Office Ltd  
C/o BSST 1<sup>st</sup> Floor  
Future Walk  
West Bars  
Chesterfield  
S49 1PF

**Strictly private and confidential**

**BY: Signed For**

**Mr C Sidhpura  
Farncombe Post Office® Local branch  
20 Farncombe Street  
Godalming  
Surrey  
GU7 3LH**

2 February 2018

Dear Mr Sidhpura

**Farncombe Post Office® branch at 20 Farncombe Street, Farncombe,  
GU7 3LH.**

#### **Notice of Termination**

**On- site Post Office Ltd Local Post Office® Agreement between Post  
Office Ltd and Sids News Ltd (the Operator) dated 18 May 2015  
(Agreement)**

As you are aware from my letter dated 06 November 2017 and our meetings on 15 November 2017 and 05 December 2017 Post Office Limited was investigating the loss of £57,543.92 following the audit carried out on 10 October 2017. Post Office Limited's investigations have now concluded.

**I am writing to give you notice that Post Office Limited is terminating the Agreement with immediate effect from the date of this letter.**

Further details are given below.

#### **Breaches of Agreement**

I have reviewed this case very carefully, In particular, I have taken into account the information you supplied to me and the details you gave at our meetings. However following a full review and testing of that information, it is clear that there is no evidence to support your reasons for the shortage and therefore the fact remains that there has been no satisfactory explanation for the loss found at the audit.

In addition, further investigation has shown that you regularly failed to complete the daily cash declarations for the branch and also repeatedly failed to return excess cash to Post Office Ltd when requested to do so. It is noted that you subsequently repaid the full amount of £57,543.92 on 12 November 2017.



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## Standards Conditions for the Operation of a Local branch

### Part 2

#### Section 3 Operations

3.6.3 Maintain an accounting system, prepare, sign and maintain financial statements and accounts, record Transactions and maintain all records in accordance with the provisions contained in the Manual, in particular paragraphs 13.1. To 13.3 (inclusive).and 14.4

3.7.3 not hold any cash or currency at the Branch premises whether such cash or currency is a Product or otherwise) in excess of the limits notified to the Operator by Post Office Ltd from time to time.

3.7.4 Immediately produce all Post Office Cash and Stock for inspection whenever requested by Post Office Ltd.

4.1 Any deficiencies in stocks of Products and/or any resulting shortfall in the money payable to Post Office Ltd must be made good by the Operator without delay so that, in the case of any shortfall, Post Office Ltd is paid the full amount when due in accordance with the Manual.

I have therefore decided to immediately terminate the Agreement in relation to the above branch with effect from the date of this letter. Full details of the grounds for termination are set out below.

#### Grounds for termination

Post Office Ltd.'s rights of termination are set out in the Agreement and include in particular:

#### Termination

16.2 In addition to any other rights of termination contained in other Parts, Post Office Ltd may terminate the Agreement immediately on giving written notice to the Operator if the Operator:

16.2.15 fails to properly account for any money due to, or stock of, Post Office Ltd or the Clients.

#### Consequences of Termination

For the avoidance of doubt, you, the Operator are no longer permitted to operate the above Post Office® Branch.

You will be contacted shortly to discuss the Operator's obligations on termination in detail. In the meantime please read Part 2, clause 17 of the Agreement, consequences of Termination and make sure that you comply with it in full.



Post Office Ltd  
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I also remind you that the Operator retains financial responsibility following termination of the Agreement under clause 4.3 of Part 2 and "*will be required to make good any losses (including losses arising from Transaction corrections and stock losses) incurred during its operation of the Branch which may subsequently come to light*".

Termination of the Agreement is without prejudice to any other rights and remedies which Post Office Ltd may have, which rights and remedies are hereby reserved.

Please acknowledge receipt of this letter within 10 days from the date shown above.

Yours sincerely

**GRO**

**Paul Southin**  
**Agents Contract Manager**  
**Post Office Limited**

I acknowledge receipt of the letter giving notice of immediate termination of the Agreement. I acknowledge Post Office Ltd.'s reservation of its rights.

Signed.....  
Mr Chirag Sidhpura

Date.....

Farncombe Post Office Local branch (100923)





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 Future Walk  
 West Bars  
 Chesterfield  
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**DUPLICATE COPY**

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 Farncombe Post Office@ Local branch  
 20 Farncombe Street  
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 GU7 3LH**

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Yours sincerely

**GRO**

**Paul Southin**  
**Agents Contract Manager**  
**Post Office Limited**

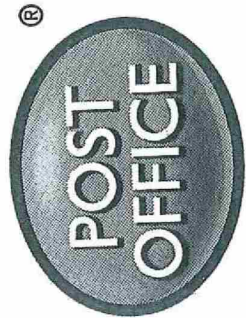
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Signed.....  
Mr Chirag Sidhpura

Date.....

Farncombe Post Office Local branch (100923)

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Farncombe St  
Godalming  
Surrey  
GU7 3LH

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P6530 June 2014





ENVCB2117

Post Office Ltd  
If undelivered please return to



P. Southin  
POST OFFICE LTD  
C/O Branch Support Services Team  
1st Floor  
Future Walk  
West Bars  
CHESTERFIELD  
S49 1PF