

Annual Compliance Report 2023-24

Under Regulation 43 of the Pubs Code etc. Regulations 2016, a pub-owning business must ensure that the Compliance Officer submits its annual compliance report to the Pubs Code Adjudicator relating to each financial year.

Notes on Submission and Publication

As per Regulation 43(2) of the Pubs Code, pub-owning businesses should submit their full compliance report to the Office of the Pubs Code Adjudicator no later than 31st July 2024.

In line with statutory publication requirements in Regulations 43(8) and (9) of the Pubs Code, pub-owning businesses should publish the compliance report on their company website.

References throughout to 'Regulations' are to the Pubs Code etc Regulations 2016.

References throughout to 'SBEEA' are to the Small Business, Enterprise and Employment Act 2015.

Pub-owning businesses are reminded that compliance remains the duty of the POB at all times and that they should therefore be transparent in their dealings and where inconsistencies arise explain in full. Silence on the part of the PCA in response to submission of the Compliance Report should not be understood to be an endorsement of the POB's approach to compliance.

POBs should identify how you uphold the Core Code principles, as identified in Section 42(3) of the SBEEA 2015.

In accordance with Regulation 43 of the Pubs Code etc. Regulations 2016. This is a declaration that the statutory requirements in Regulations 43(5), (7), (8) & (9) have been complied with.

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| Submitted by |
| Code Compliance Officer for (POB) |

Audit Committee Statement on Compliance

This report is produced on behalf of Stonegate Pub Partners, a trading name within the Stonegate Group. Stonegate Pub Partners confirm that prior to submission, this report has been approved by the Chief Executive Officer. Stonegate Pub Partners does not produce an annual report, but a copy of this compliance report will be published on the Stonegate Pub Partners website following submission and confirmation of receipt to the PCA.

All new staff of Stonegate Pub Partners receive a copy of the Pubs Code as part of their induction with the company and are briefed on the two core principles. BDM roles and roles that support Pubs Code processes go on to complete the full Pubs Code training module as part of their induction which covers the core principles in more depth, and continue to complete the full Pubs Code training module as a refresher on an annual basis.

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| James Richards |
| Stonegate Group (trading as Stonegate Pub Partners) |

Section A - Estate data and renewals

| Question | POB Response | Additional Response Space |
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| Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2023). | 2674 | |
| • Of which, those that are tenanted. | 1652 | |
| • Of which, those that are leased. | 1022 | |
| Total acquisitions - during this reporting period - that fall under the Pubs Code. | 0 | |
| Additional tied pubs that were already owned - for this reporting period. | 99 | |
| Total disposals during this reporting period of those premises that fell under the Pubs Code | 47 | |
| • Of which, were to another POB. | 0 | |
| • Of which, were sold to a person who is not a landlord of 500 or more tied pubs. | 31 | |
| • Of which, there was a publican in situ. i.e. those disposals subject to extended protection. | 0 | |
| • Of which, were permanently closed or disposed for other use. | 16 | |
| Premises that are no longer tied but still owned by your POB - for this reporting period. | 105 | |
| • Of which, are now part of your POB's managed estate. | 34 | |
| Total number of Pubs Code Agreements that ended during this reporting period. | 779 | Excludes TAWs |
| Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures. | 9 | |
| Total number of Pubs Code Agreements at the end of this reporting period (31 March 2024). | 2621 | |
| • Of which: | | |
| • Agreements contracted into the Landlord and Tenant Act 1954. | 839 | |
| • Agreements not contracted into the Landlord and Tenant Act 1954. | 1261 | |
| • Short agreements under regulation 14. | 404 | |
| • Tenancies at will (or other agreements for less than 12 months) where tenant has acquired full Code rights | 117 | |
| Number of qualifying Investments under regulation 56. | 9 | |
| Total number of agreements at the end of the reporting period with provisions for sharing turnover. | 584 | |
| • Of which, those that fall under regulation 55. | 0 | |
| • Of which, those that fall outside the Pubs Code. | 584 | |
| Number of legal surrenders. <i>Only include those surrenders where the publican left the property.</i> | 254 | |
| • Of which, the tenant was in place for: | | |
| • Less than 1 year. | 51 | |
| • Between 1-2 years. | 76 | |
| • Between 3-5 years. | 71 | |
| • 6 years or more. | 56 | |
| Number of forfeitures. | 71 | |
| • Of which, the tenant was in place for: | | |
| • Less than 1 year. | 9 | |

| | | |
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| • Between 1-2 years. | 16 | |
| • Between 3-5 years. | 21 | |
| • 6 years or more. | 25 | |
| Number of assignments. | 36 | |
| • Of which, the tenant was in place for: | | |
| • Less than 1 year. | 0 | |
| • Between 1-2 years. | 1 | |
| • Between 3-5 years. | 4 | |
| • 6 years or more. | 31 | |
| Number of abandonments. | 41 | |
| • Of which, the tenant was in place for: | | |
| • Less than 1 year. | 6 | |
| • Between 1-2 years. | 12 | |
| • Between 3-5 years. | 9 | |
| • 6 years or more. | 14 | |
| Please list your contractual arrangements | Tenancy at Will (Pubs Code Short Agreement) Short Term Tenancy (Pubs Code Short Agreement) Retail Partnership Tenancy (Pubs Code) Fixed Term Tenancy (Pubs Code) Partnership Incentive Lease (Pubs Code) Partnership Investment Lease (Pubs Code with Investment Exception under reg 56) Commercial Lease (Free of tie) | |

Renewals, including Landlord and Tenant Act (LTA) 1954

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| Total number of regulated tenancies, as of 31 March 2024, whose contractual terms entitles them to renew at the end of the term. | 17 | |
| • Of which, those who exercised their contractual right to renew during this reporting period. | 1 | |
| • Of which, the POB opposed. | 0 | |
| Total number of regulated tenancies, as of 31 March 2024, with LTA 1954 protection. | 839 | |
| Total number of LTA 1954 S.25 notices issued. | 17 | |
| • Of which, those served at any time after receipt of an MRO notice. | 3 | |
| • Of which, those served within an MRO procedure. | 3 | |
| • Of which, those opposing a new tenancy. | 12 | |
| • Of which, those proposing a variation of the terms. | 5 | |
| Number of LTA 1954 S.26 notices received. | 11 | |
| • Of which, those you opposed. | 4 | |
| • Of which, those you opposed at any time after receipt of an MRO notice. | 0 | |
| • Of which, those you opposed within an MRO procedure. | 0 | |
| • Of which, those proposing a variation of terms. | 7 | |
| Number of instances of landlord opposing renewal in whole or in part in reliance on LTA 1954 S.30(1)(g). | 2 | |
| Number of LTA 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation. | 0 | |
| • Of which, the number of objections to a new tenancy that were upheld. | 0 | |
| • Of which, the number of objections to a new tenancy that were dismissed. | 0 | |
| • Of which, are still ongoing. | 0 | |

New tenants and agreements

| | | |
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| Number of new tenancies that fall under the Code. <i>Do not include tenancies where the tenant has, or has had, a previous agreement (other than a short agreement) for that pub.</i> | 871 | |
| • Of these, how many are short agreements under regulation 14. | 637 | |
| • Of these, how many have LTA 1954 rights. | 0 | |
| Number of new unprotected tied tenancies with tenants previously having 1954 Act protected tenancies | 8 | |

Rent proposals

| | | |
|---|-----|--|
| Number of rent proposals provided in this reporting period. | 777 | |
| • Of which, those under regulation 15(2-5). | 13 | |
| • Of which, those under regulation 15(6). | 0 | |
| • Of which, those under regulation 15(7). | 764 | |

Rent assessment proposals (RAP)

| | | |
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| Number of rent assessment proposals provided under regulation 19(1)(a) - a rent review required under the terms of a tenancy or licence of a tied pub. | 147 | |
| Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those: | 5 | |
| • Provided | 5 | |
| • Rejected | 0 | |
| Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those: | 0 | |
| • Provided | 0 | |
| • Rejected | 0 | |
| Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those: | 0 | |
| • Provided | 0 | |
| • Rejected | 0 | |

Market Rent Only (MRO)

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| Total number of MRO Notices received, of which those: | 38 | |
| • Accepted | 35 | |
| • Rejected | 3 | |
| • Withdrawn | 0 | 2 were later withdrawn after being accepted |
| Number of MRO Notices received under regulation 24 – significant increase in price, of which those: | 0 | |
| • Accepted | 0 | |
| • Rejected | 0 | |
| Number of MRO Notices received under regulation 25 – trigger event, of which those: | 0 | |
| • Accepted | 0 | |
| • Rejected | 0 | |
| Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those: | 10 | |
| • Accepted | 8 | |
| • Rejected | 2 | |

| Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those: | 28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|----------------|------------------|----------|------------------|--------|--------|--------|------------|--------|--------|--------|------------|---------|--------|--------|------------|--------|--------|--------|------------|--------|--|--------|------------|--------|--------|--------|------------|--------|--------|--------|------------|--------|--------|--------|------------|--------|--------|--------|------------|---------|--------|--------|------------|--|
| <ul style="list-style-type: none">Accepted | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Rejected | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of full responses issued to rejected MRO Notices. | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of full responses issued to accepted MRO Notices. | 33 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Where an MRO Notice has been accepted; those that resulted in: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Free-of-tie arrangements that are: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">New agreement - including short term agreements. | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Deed of variation. | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">New tied arrangements that are: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Agreed by new lease. | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Other new tied arrangements (rent or other terms). | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Tied tenant departure from the pub. | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Other outcomes. | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Ongoing – yet to be concluded. | 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Length of MRO tenancies initially offered by POB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum length (in months) | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum length (in months) | 126 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average length (in months) | 73 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Length of MRO tenancies requested by tenants | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum length (in months) | 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum length (in months) | 180 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average length (in months) | 123 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Length of MRO tenancies agreed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Minimum length (in months) | 52 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum length (in months) | 120 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average length (in months) | 95 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Independent Assessors (IAs) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of IA appointments. | 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Of which, those jointly agreed with the tenant. | 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Of which, those appointed by the PCA. | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of cases where rent was determined by the IA. | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Please list for each case - the proposed MRO rent and the MRO rent set by the IA. | <table><tr><th>POB submission</th><th>TPT submission</th><th>IA award</th><th>Date of IA award</th></tr><tr><td>68,000</td><td>37,500</td><td>48,600</td><td>25/03/2024</td></tr><tr><td>93,000</td><td>51,600</td><td>71,250</td><td>13/03/2024</td></tr><tr><td>140,000</td><td>74,000</td><td>97,000</td><td>11/03/2024</td></tr><tr><td>42,500</td><td>27,800</td><td>33,500</td><td>29/12/2023</td></tr><tr><td>48,000</td><td></td><td>33,375</td><td>09/11/2023</td></tr><tr><td>99,000</td><td>59,000</td><td>67,850</td><td>21/09/2023</td></tr><tr><td>64,000</td><td>42,300</td><td>50,500</td><td>09/08/2023</td></tr><tr><td>75,000</td><td>46,800</td><td>55,000</td><td>14/07/2023</td></tr><tr><td>70,000</td><td>35,000</td><td>45,600</td><td>12/07/2023</td></tr><tr><td>100,000</td><td>65,000</td><td>90,800</td><td>13/06/2023</td></tr></table> | POB submission | TPT submission | IA award | Date of IA award | 68,000 | 37,500 | 48,600 | 25/03/2024 | 93,000 | 51,600 | 71,250 | 13/03/2024 | 140,000 | 74,000 | 97,000 | 11/03/2024 | 42,500 | 27,800 | 33,500 | 29/12/2023 | 48,000 | | 33,375 | 09/11/2023 | 99,000 | 59,000 | 67,850 | 21/09/2023 | 64,000 | 42,300 | 50,500 | 09/08/2023 | 75,000 | 46,800 | 55,000 | 14/07/2023 | 70,000 | 35,000 | 45,600 | 12/07/2023 | 100,000 | 65,000 | 90,800 | 13/06/2023 | |
| POB submission | TPT submission | IA award | Date of IA award | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 68,000 | 37,500 | 48,600 | 25/03/2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 93,000 | 51,600 | 71,250 | 13/03/2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 140,000 | 74,000 | 97,000 | 11/03/2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42,500 | 27,800 | 33,500 | 29/12/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 48,000 | | 33,375 | 09/11/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 99,000 | 59,000 | 67,850 | 21/09/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 64,000 | 42,300 | 50,500 | 09/08/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 75,000 | 46,800 | 55,000 | 14/07/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 70,000 | 35,000 | 45,600 | 12/07/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 100,000 | 65,000 | 90,800 | 13/06/2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of IA determinations challenged under: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Regulation 37(10) | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none">Regulation 37(11). | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Buildings Insurance | | |
|--|-----|---|
| Number of tenants requesting to price match their building insurance during this reporting period. | 57 | 43 publicans did not supply an alternative quote within the reporting period. |
| <ul style="list-style-type: none"> Number of unsuccessful price match requests. | 7 | |
| <ul style="list-style-type: none"> Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5). | 7 | |
| <ul style="list-style-type: none"> Number of occasions when you have purchased the tenant's alternative policy. | 0 | This is not possible as we insure the building ourselves. |
| Whether you receive commission or rebate from insurers and, if so, what percentage. | 20% | |

| Gaming machines | | |
|--|------|--|
| Number of new Pubs Code tied agreements, including renewal, in which: | | |
| <ul style="list-style-type: none"> The tenant elects in the tenancy or licence agreement to have a gaming machine, and are required to purchase or rent this from your POB or a nominated supplier. | 0 | |
| <ul style="list-style-type: none"> The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier. | 1007 | |
| <ul style="list-style-type: none"> The tenant has sourced a free-of-tie machine agreement with a third-party supplier. | 22 | |
| <ul style="list-style-type: none"> The tenant has chosen not to have gaming machines. | 129 | |

| Sale of freehold or long leasehold | | |
|---|----|--|
| Number of notifications under regulation 49(2). | 24 | |
| On how many occasions has your POB relied upon the exemption in regulation 49(3)? | 0 | |

Section B – Code compliance

This section is about your processes in respect of compliance with the Code.

| Compliance Area | Details | POB Response | Additional Response Space |
|---|--|--|---------------------------|
| Entering into an Agreement: | | | |
| Pub Entry Training Regulation: 9 | 1. Provide a detailed report on your POB's compliance with the pub entry training requirements; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | We ensure that all new and renewing tenants are advised to undertake pre-entry training and asked to complete BII Pre-Entry Awareness Training (PEAT) course unless exempt under regulation 9(3). A compliance checklist is completed alongside all proposed tied pub lettings verifying Code compliance | |
| Sustainable Business Plan Regulation: 10 | 2. Provide a detailed report on the process your POB follows when considering whether a tenant's business plan is sustainable. Include how you arrive at your opinion that the forecast of income and net profit is reasonable and realistic. | We require all new tenants and those tenants contractually renewing to provide sustainable business plans, prepared by a qualified accountant, and signed off by the Regional Manager. We provide access to accredited accountants to all prospective publicans producing a sustainable business plan. All business plans are reviewed and signed off by the Operations team in knowledge of the subject property and trading potential. | |
| Schedule 1 Regulation: 11 | 3. Provide a detailed report on your POB's compliance with the information provision requirements specified in Schedule 1; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | Schedule 1 information is prepared with input from the Regional Manager, Property Manager and support teams and provided through the applicant channel to prospective tenants and those renewing. Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued. | |
| Assignments Regulation: 12 | 4. Provide a detailed report on your POB's compliance when a tenant intends to assign a tenancy; identifying any and all steps taken to verify compliance and improve Code-related arrangements. Specifically identify how - when the tenant requests an assignment - your POB satisfies itself that: | There is information about the assignment process provided to tenants on our website. Detailed assignor and assignee packs are provided to tenants and their assignees when the request for licence to assign is made. Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the assignment completes. Any evidence of non-compliance found is addressed and rectified prior to completion. | |
| | 4.1 It complies with the provisions in regulation 12(4)(a) | Schedule 1 information is prepared with input from the Regional Manager, Property Manager and support teams and provided through the applicant channel to prospective assignees. | |
| | 4.2 It complies with the provisions in regulation 12(4)(b) | We ensure that all assignees are advised to complete BII Pre-Entry Awareness Training (PEAT) unless exempt under regulation 9(3). | |
| | 4.3 It complies with the provisions in regulations 12(4)(c) | We ensure that the assignee has been advised to take independent advice before completion of the assignment and capture the details of who their advisor/s were on the pre contract form. | |
| Premises Regulation: 13 | 5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | Requirements are met through completion of a Schedule of Condition prepared by the Property Manager and any agreed works documented in the tenancy agreement. Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. | |
| Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22) | 6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes. | Ongoing and end of tenancy is managed in line with our dilapidations policy. Dilapidations reports will be carried out by qualified independent third-party surveying companies - if ever a dispute arises we will advise the TPT to produce their own report and for the respective surveyors to discuss any differentials in order to achieve an agreed resolution. | |
| Short agreements Regulation: 14 | 7. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | Requirements met through the same methods as detailed for regulations 9 and 11. Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued. | |

Ending a Tenancy:

| | | | |
|---|--|--|--|
| Forfeitures | | | |
| | 8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice. | <p>Prior to issuing Section 146 notice the following steps are taken:</p> <ul style="list-style-type: none"> •Discussion between tied pub tenant and Regional Manager •Escalated to Legal Services - account review and advice note issued detailing legal options •Relevant approvals sought including from the Divisional Director for service of notice •Written correspondence prior to formal notice if appropriate •Opportunity for the Tied Pub Tenant to remedy the breach. •If the breach is not remedied and/or should a rent breach arise (whichever is the sooner) possession proceedings will be commenced via the courts. <p>Following service of S146 notice:</p> <ul style="list-style-type: none"> •Regional Manager remains engaged throughout notice period •Legal Services follow up on or near to expiry to manage next steps (Regional Manager to arrange peaceable re-entry / instruct solicitors to issue forfeiture proceedings) •If forfeiture proceedings are issued the tied pub tenants account is suspended and all further correspondence are dealt with via solicitors. | |
| Rent Proposals Regulations: 15-18 | 9. Provide a detailed report on your POB's compliance with rent proposals, including the production of a rent proposal, its contents, when the proposal is provided and how any further information and advice is given. Identify any and all steps taken to verify compliance and improve Code-related arrangements. | <p>The rent proposal administration process is managed by the Agreements teams.</p> <p>Rent proposals are sent out to new tenants as part of the pre-entry process and to other tenants on request.</p> <p>The contents of the rent proposal form are regularly reviewed to ensure compliance with the requirement of the Code.</p> <p>All rent proposals are signed off by the Valuation Manager, both current Valuation Managers are a Fellow of the Royal Institution of Chartered Surveyors (RICS).</p> <p>We send out rent proposals without request, for instance, on DOVs to extend the term, this goes over and above the requirements of the Code.</p> <p>Any requests for further information or advice are directed through the Regional Manager.</p> <p>As part of commitment to continuous improvement we are continually reviewing our processes to ensure that they align with Code Requirements. This has included the provision of rent proposals for new lets and when these are provided in conjunction with the TPT preparing the sustainable Business Plan.</p> | <p>The remainder of Schedule 2 information is provided in our 'A guide to a Rent Proposal/ Rent Assessment' document.</p> <p>Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued.</p> <p>Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued.</p> |

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| MRO - Independent Assessor Regulations 36-38 | 13. Provide a detailed report on your POB's compliance with Independent Assessor regulations 36-38; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. | The appointed LDM works with the tenant to appoint an IA and at this point the aligned Valuation Manager will be instructed. The Valuation Manager works with the appointed IA and their directions to ensure the procedure is followed as prescribed in the Code. All submissions are prepared in accordance with the RICS Professional Statement "Surveyors Acting as Advocates" If the Valuation Manager feels that the IA determination is not the market rent and needs to be referred to the PCA then this would have to be approved by the Code Compliance Officer. Schedule 3 information is prepared by the Valuation Manager, both current Valuation Managers are a Fellow of the Royal Institution of Chartered Surveyors (RICS). This has on occasion been outsourced to an independent expert. | |
| MRO - End of Procedure Regulations 39 and 40 | 14. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. | The MRO administration process is managed by the Agreements team and the tenant is notified in writing when the MRO procedure has come to an end and feedback is requested. Any disputes would be directed through the appointed LDM and referred to the Code Compliance Officer. | |
| Business Development Managers: Regulation 41 | 15. Provide a detailed report on your POB's compliance with BDM regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. | All BDMs have been trained on the requirements of the Pubs Code. The BDM CPD declaration is published on our website. We are in the process of developing new IT systems to accommodate meeting minutes to prevent non-compliance with Code requirements concerning the timescale for provisions of meeting minutes to tied pub tenants. Revised guidance has been issued to all BDM's on compliance with Regulation 41(4) | |
| Code Compliance Officer: Regulation 42 | 16. Provide a detailed report on your POB's compliance with the duty to appoint a Code Compliance Officer; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. | The Code Compliance Officer appointed satisfies the requirements of the regulation. | |
| Insurance: Regulation 46 | 17. Provide a detailed report on your POB's compliance with insurance provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | Stonegate purchase several different corporate insurance policies. The main insurance cover is for property which is arranged for all tied pubs in accordance with their agreement obligations. The policy is placed on a block basis with a third party, unconnected reputable insurer and insurers agree the premium allocation methodology to property level. The block arrangements are reviewed on an annual basis to ensure the policy structure continues to provide significant advantages to our tenants in terms of policy coverage (including very minimal exclusions) and claims service in a cost-effective manner. Stonegate administrate the tenant's policies acting on behalf of an agent of AJ Gallagher in line with the FCA regulations for business insurance and issue documentation however the contract is between the insurer and the tenant, and the policy holder is the tenant. | |
| | 17.1. With specific regard to regulation 46(2)(a); confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and, if so, that this information has been communicated to your tenants. | The levied insurance charge does not exceed the cost of our insurance programme. We do receive a commission for the placement of our insurance and this is communicated to tied pub tenants annually as part of our insurance renewal communications. | |
| | 17.2 With specific regard to regulation 46(2)(b); confirm if your POB - or any other group - receives, or expects to receive any commission or rebate and, if so, that this information has been communicated to your tenants. | Annually a letter goes to our tenants advising of the annual insurance recharge for the forthcoming year and confirms that we earn commission for the placement of the insurance. Commission earnings are used to fund our insurance administration costs including claims handling and management, insurance broker fees, documentation and general administration. | |
| | 17.3 Provide a detailed report on your POB's compliance with regulation 46(3); identifying any and all steps taken to verify compliance and improve Code-related arrangements. Include here, details on how your POB - or any third party selected by the POB - assesses if the tenant's suggested insurance policy is suitable and comparable. | All insurance policies are sourced through our broking services with AJ Gallagher and this ensures we comply with our insuring obligations contained within the leases. Any insurance policies arranged for tenants is arranged via our brokers and the contract for the insurance policy and its suitability is between the insurers and the tenants. Tenants are provided with the key facts for the policies to ensure this is suitable for their business needs and can cancel or choose not to renew if this is not satisfactory. The majority of our tenants make their own arrangements for business insurance as per the terms of their agreements and have contracts in place with their own brokers and insurers. Any proposed alternate policy is reviewed on the basis of extent of coverage, sums insured, standard of insurer and comparative conditions and/or warranties as part of reviewing if such a quote/proposal is suitable and comparable. | |
| Miscellaneous | | | |
| Extended Protections Regulation 45A | 18. Provide a detailed report on your POB's compliance with the requirement to notify the Adjudicator of circumstances giving rise to extended protection. | Where we sell a pub with a TPT in occupation on a Pubs Code agreement we provide a copy of the Extended Protections information notice as provided by the PCA | |
| Gaming Machines Regulation 47 | 19. Provide confirmation that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine. | Our live agreements prohibit gaming machines and publicans are able to take on an agreement without the operation of machines. We therefore do not require tenants to have gaming machines. If a tenant chooses to have gaming machines as they see a potential profitable income stream, we offer them a machine consent letter which allows the option of whether to rent gaming machines or not. | |
| Sale of Freehold / Long Leasehold Regulation 49 | 20. Provide a detailed report on your POB's compliance with sale of freehold / long leasehold regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | The Estates and Commercial property team manage the disposal process and issue notification to the tenant in writing once a pub is approved for disposal. | |
| | 20.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises. | Following approval for disposal of a property, a letter advising of our intention to sell the property is issued to the current tied pub tenant, as soon as reasonably practicable. | |
| Detriment Regulation 50 | 21. Provide a detailed report on your POB's processes to ensure your tenants do not suffer detriment when exercising their rights under the Code regulations. | Our Pubs Code training supports this regulation. Any disputes would be referred to the Code Compliance Officer. | |

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| Flow Monitoring Devices Regulation 51 | 22. Provide a detailed report on your POB's compliance with Flow Monitoring provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | Stonegate operates flow monitoring devices in most of our tied pubs to monitor for potential breaches of the purchasing obligations. Whilst the output of the flow monitoring devices is used in this process, we do not raise any charges to tenants without additional, corroboratory evidence relating to the alleged breach including but not limited to, photographic or documentary evidence of proof of purchases outside of the tie, financial accounting information and ordering patterns inconsistent with the observed sale of products. All proposed charges are discussed, with tenants before any charges are confirmed. | |
| Exemptions Regulations 54-56 | 23. Provide a detailed report on your POB's compliance with part 12 of the Code; identifying any and all steps taken to verify compliance and improve Code-related arrangements. Specifically identify how you comply with: | As follows: | |
| | 23.1 The provisions in regulation 54 - short agreements | The pre-entry requirements in relation to short agreements are managed by the Agreements team. Pubs on a short agreement are notified in writing that Pubs Code rights apply if and when their agreement goes over 12 months in duration. | |
| | 23.2 The provisions in regulation 55 - pub franchise agreements | Stonegate do not have any pub franchise agreements as defined under the Regulations. | |
| | 23.3 The provisions in regulation 56 - Investment exception | All conditions of regulation 56 are met and documented in the investment agreement or deed. We have diarised the expiry of the investment period in each case and will inform the tenant of that expiry at the time. | |
| Void or unenforceable terms of a tenancy or licence Regulation 57 | 24. Provide a detailed report on your compliance with regulation relating to void or unenforceable terms; identifying any and all steps taken to verify compliance and improve Code-related arrangements. | Our new agreements do not contain void or unenforceable terms. In relation to existing legacy agreements, the terms specified are not enforced. | |

Section C – Breaches and complaints

This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.

| Compliance Area | Details | POB Response | Additional Response Space |
|-----------------|---------|--------------|---------------------------|
|-----------------|---------|--------------|---------------------------|

Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.

For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs Code, regardless of whether the Pubs Code itself, or individual regulation, is cited.

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| Part 2 | Pub Entry Training Regulation 9 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Sustainable Business Plan Regulation 10 | Total number of breaches, or alleged breaches. | 1 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 1 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | 1 x arbitration referral alleged a breach of this regulation but was not upheld by the arbitrator |
| | The Required Information Regulation 11 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Assignments Regulation 12 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Premises Regulation 13 | Total number of breaches, or alleged breaches. | 6 x instances of terminal schedule of dilapidations being provided outside of the Code timescales which were self reported. 1 x allegation of breach of Regulation 13 via referral in relation to property condition | self reported |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 1 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | For the 6 breaches in relation to service of the dilapidations schedule the TPT was made aware of the breach and schedule of dilapidation was made available. | 1 x arbitration referral alleged a breach of this regulation but was not upheld by the arbitrator |
| | Short Agreements Regulation 14 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| Part 3 | Rent Proposal - Duty to Provide Regulation 15 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Rent Proposal - Contents Regulation 16 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Rent Proposal - When it must be provided Regulation 17 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Rent Proposal - Further Information and Advice Regulation 18 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| Part 4 | Rent Assessment - Duty to Conduct Regulation 19 | Total number of breaches, or alleged breaches. | 1 | self reported |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | TPT served notice to terminate the agreement and did not wish to progress end of lease rent review. TPT aware of position and no further issues raised. | |
| | Rent Assessment Proposal Regulation 20 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Conduct of the Rent Assessment Regulation 21 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |

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| Part 5 | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Effect of the Rent Assessment Regulation 22 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO Notice - Significant Increase Regulation 24 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO Notice - Trigger Event Regulation 25 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO Notice - Renewal Regulation 26 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO Notice - Rent Assessment Regulation 27 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| Part 6 | MRO Procedure - Arrangements Regulation 28 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Effect of Tenant's Notice Regulation 29 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Required Terms and Conditions Regulation 30 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Unreasonable Terms and Conditions Regulation 31 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Procedural dispute Regulation 32 | Total number of breaches, or alleged breaches. | 1 | 1 x alleged procedural breach via arbitration referral. |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 1 | Arbitration found no breach and allegation not upheld |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Event Dispute Regulation 32 | Total number of breaches, or alleged breaches. | 5 | 5 x alleged breaches in relation to proposed MRO terms, 3 were settled between the parties, 1 was settled via Arbitration and 1 remains ongoing. |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 1 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | In relation to the upheld breach, a revised full response was issued for the MRO terms in line with the Arbitrators award and the specifics of the case. Remaining matters resolved between parties. | |
| | MRO - Right to Refer Regulation 35 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Appointment of Independent Assessor Regulation 36 | Total number of breaches, or alleged breaches. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those upheld. | 0 | |
| | | <ul style="list-style-type: none"> • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |

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| Part 7 | MRO - Independent Assessor: Procedure Regulation 37 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Referral to Adjudicator in connection with the Independent Assessor Regulation 38 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| Part 8 | MRO - End of Procedure Regulation 39 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | MRO - Disputes about rent etc payable during MRO procedure Regulation 40 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| Part 9 | Business Development Managers Regulation 41 | Total number of breaches, or alleged breaches. | 157 - 156 self reported breaches in relation to late service of meeting minutes. 1 x alleged breach in relation to Regulation 41 raised via Arbitration referral. | Self Reported |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 1 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | Out of 18,177 meeting minutes sent in the reporting period, 156 (0.86%) of them were sent outside of the 14-day period allowed by the Code. No complaints were raised by the tenant in any of these matters. | Where delays in sending meeting minutes are due to systems, IT solutions are being developed. Where delays relate to individuals these are escalated to line managers as required and training material has been provided. We have a policy in place that we will write to the impacted TPT to notify them and make them aware of the related Code rights. 1 x arbitration referral alleged a breach of this regulation but was not upheld by the arbitrator. |
| | Code Compliance Officer - Duty to appoint Regulation 42 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| Part 10 | Extended Protection Regulation 45A | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Insurance Regulation 46 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Gaming Machines Regulation: 47 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Blank template for P&L Regulation 48 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Sale of Freehold or Long Leasehold Regulation 49 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Tied Pub Tenant Not to Suffer Detriment Regulation 50 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | Flow Monitoring Devices Regulation 51 | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |

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| Part 12 | Exemptions - Short Agreements Regulation 54 | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | Exemptions - Franchise Agreements Regulation 55 | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| | Exemptions - Investment Exception Regulation 56 | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| Part 13 | Void or Unenforceable Terms Regulation 57 | • Of which, those not upheld. | 0 | |
| | | Steps taken in relation to each breach, or alleged breach, and the outcome(s). | N/A | |
| | | Total number of breaches, or alleged breaches. | 0 | |
| | | • Of which, those upheld. | 0 | |
| Other | Other complaints made by tenants | Number and narrative of complaints made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint. | 113 complaints were made directly to Stonegate Pub Partners within the reporting period by a current tied pub tenant, previous tied pub tenant, applicant or prospective publican or tenant representative. All complaints were dealt with in line with our internal complaints policy. Out of the 113 total complaints, 74 required an explanation/clarification only. Stonegate Pub Partners took further action on 32 complaints and 7 complaints remained open at the end of the reporting period. | |
| | Arbitrations Those breaches - or alleged breaches - that were referred to arbitrations and which have concluded during this reporting year. | Please state the regulation(s) they relate to and whether the arbitrator found that a breach had occurred. | 6 of the 7 matters referred to arbitration for alleged breaches during the reporting period have concluded during the reporting period as follows (1 x referral alleged multiple breaches (Regulations 10, 13 and 41) none of which were upheld): 1 x alleged breach of Regulation 10 - Not upheld 1 x alleged breach of Regulation 13 - Not upheld 5 x alleged breaches of Regulation 32 - 1 upheld, 1 not upheld, 3 were settled between parties prior to arbitration 1 x alleged breach of Regulation 41 - Not upheld | |