



GREENE KING
BURY ST EDMUNDS

Greene King Annual Code Compliance Report

Pubs Code etc. Regulations 2016 (England and Wales)

Reporting Period 1 April 2020 to 31 March 2021

Regulation 43 compliance report framework for pub-owning businesses

Reporting year 2020/2021

Pub Owning Business: [insert full name].....Greene King.....

Reporting CCO [Insert full name].....Julie Jolly.....

Date of completion22 September 2021.....

Declaration of compliance

Audit Committee Statement of compliance

A declaration that the statutory requirements in Regulations 43(5), (7), (8) & (9) have been complied with.

Introduction

During the annual compliance reporting period, pub-owning businesses have been dealing with the Covid-19 global pandemic, which has had a devastating impact on the tenanted and leased pub industry, amongst many others.

Greene King has invested more than £25m in supporting its tenants, primarily through rent concessions but also through credits on beer purchased from Greene King, purchasing PPE (personal protective equipment) for each pub and replacing unopened beer that went out of date during lockdowns with fresh stock on reopening. Additionally, Greene King has funded membership to the British Institute of Innkeeping (the BII), which provided access to more information and advice, and partnered with the Licensed Trade Charity, who provided much needed mental health support. Greene King made decisions early on to support its tenants regardless of legislation, demonstrating the importance of its tenant partnerships. This has provided a real-world example of the principle of fairness expected under the Pubs Code and embraced by Greene King. The comprehensive support provided by Greene King has been responsive to outside factors and delivered fairly and transparently.

Greene King launched a partner support fund that aimed to target support for those pubs most in need as there was a disparity between pubs that had received a £25,000 grant from the government to pay fixed costs like rent, and others which received nothing.

By the middle of June 2020, however, with no pubs yet able to reopen any grants received would have been used and so Greene King switched to an automatic 90% rent concession for all its tied tenants, which continued for four weeks after they were able to reopen in July.

Rent concessions continued at varying levels depending on trading but never went below 40% in 2020. When various lockdowns were introduced at different times across England and Wales in the autumn rent

concessions returned to 90% and these continued during the winter when severe restrictions were in place that either kept pubs closed or closed in all but name.

The 90% rent concessions continued for all pubs in Tiers 2-4 in England during the winter and were then extended when the national lockdown began in January 2021.

Following the announcement that pub gardens could reopen in England from 12 April, Greene King further signalled its intention to support its partners by extending the 90% rent concession until further notice so partners would still benefit from the 90% rent concession whether they could reopen outdoors in April or not.

Throughout the year, Greene King has continued to engage with the PCA office and has supported the Emergency Period declarations, which were laid down by the PCA office in response to Government lockdown restrictions. These had the effect of pausing and protecting the Pubs Code rights for those tied pub tenants (TPTs) of regulated pub-owning businesses, such as Greene King.

In addition, the CCO has upweighted the level of communications with TPTs to provide ongoing awareness of Pubs Code rights and to share any new PCA publications.

Statement of Compliance

This Annual Compliance Report has been prepared in accordance with Regulation 43 of the Pubs Code etc. Regulations 2016 (the Code) and covers the period of 1 April 2020 to 31 March 2021.

Regulation 43(5) - Greene King does not have an Audit Committee therefore this report has been subject to approval by Nick Mackenzie, the Chief Executive Officer (CEO).

Regulation 43(7) – It is confirmed that other reports have been made available to the CEO for consideration and understanding of Greene King’s compliance with the Code. In addition, the Code Compliance Officer attends a monthly business review meeting with the Greene King executive board, where an update on Greene King’s Code compliance is provided.

Regulation 43(8) – Greene King does not produce an annual report that includes a summary of the annual compliance report, and therefore Greene King relies on Regulation 43(9).

Regulation 43(9) – It is confirmed that a copy of this report will be published on Greene King’s corporate website, www.greeneking.co.uk. In addition, a further copy will be published on www.greenekingpubs.co.uk and the TPT online support portal, www.PubPartners.net.

When verifying compliance, it is confirmed that Greene King reviews all information, advice, guidance and regulatory activity published by the PCA to ensure its ways of working are updated to meet any further statutory requirements, to enhance internal ways of working to further improve compliance verification, or to understand arbitration outcomes to assist with any PCA arbitration referrals Greene King’s TPTs may make.

Additionally, Greene King undertakes its own annual internal audit, conducted by the internal audit team. This internal audit is designed to test Greene King’s implementation and operation of the Pubs Code, which provides another way in which Greene King satisfies itself in the verification of compliance with the Pubs Code.

Greene King takes compliance with the Pubs Code seriously, which was further demonstrated in the reporting period by the self-notification to the PCA of two potential breaches raised in relation to regulation 41, Business Development Managers. For more information, please see the CCO’s commentary recorded against regulation 41 in this annual compliance report.

Section A – Data provision

Estate data

As of 31 March 2021, total number of Pubs Code Agreements	812
Total acquisitions since 31 March 2020	0
New tied tenancies since 31 March 2020 of premises that were already within the estate	9
Total disposals since 31 March 2020	7
Of which were to another Pub Owning- Business (POB)	0
Of which were sold to a person who is not a landlord of 500 or more tied pubs	6
Of which were permanently closed or directly disposed for other use	1
Pubs no longer tied (but still owned) since 31 March 2020	22
Of total Pubs Code Agreements, how many are:	
Agreements contracted into the Landlord and Tenant Act 1954	353
Agreements not contracted into the Landlord and Tenant Act 1954	357
Short agreements (not contracted into the Landlord and Tenant Act 1954)	102
Of those, short agreements entitling occupation by a tenant for a total period of 12 months or more	36
Pub Franchise agreements within the meaning of regulation 55	0
Qualifying Investments within the meaning of regulation 56	34
Within the reporting period	
Number of legal surrenders	3
Number of assignments	2
Number of abandonments	1
Number of forfeitures	0
Of tenancies granted since the Pubs Code came into force	n/a
Of tenancies that are:	
Less than 1 year	n/a
Between 1-2 years	n/a
Between 3-5 years	n/a
6 years or older	n/a

Contractual arrangements

List all types of contractual arrangements within your Pubs' estate, for each identify if it is a Pubs Code Agreement or otherwise

Type of contractual arrangement	Pubs Code Agreement or otherwise
<p>Standard Tenancy - A five year fixed-term tenancy which is contracted out of the Landlord and Tenant Act (LTA) with tie variations. There is no periodic rent review, although the rent is subject to the Retail Prices Index (RPI) on an annual basis. The property repair obligations are limited to non-structural matters on a 'keep and maintain' basis. The agreement can be ended at any time through a six-month rolling break provision and payment of a break sum. The deposit is 25% of the annual head rent.</p>	Yes
<p>Standard Lease - A 10 to 25-year lease protected by the LTA with five yearly open-market rent reviews and tie variations. This is a fully repairing and insuring lease with 'put and keep' provisions. The agreement can be assigned after two years. The deposit is 25% of the annual head rent.</p>	Yes
<p>Turnover Tenancy - A five year fixed-term tenancy agreement which follows the principal terms of the Standard Tenancy with tie variations. The rent is made up of a fixed and variable element, which is calculated as a percentage of the weekly net turnover sales and is known as the Turnover Royalty.</p>	Yes
<p>Turnover Lease - A fully repairing and insuring Turnover Lease following the principal terms of the Standard Lease with tie variations. The fixed and variable rent element is calculated in the same way as the Turnover Tenancy.</p>	Yes
<p>Partnership Agreement - A five-year fixed-term 100% turnover based agreement, contracted out of the LTA. The rent is calculated as a percentage of the weekly turnover (a cap and collar applies). The property repair obligations are limited to non-structural matters on a 'keep and maintain' basis. The agreement can be ended at any time through a six-month rolling break provision and payment of a break sum.</p>	Yes

Type of contractual arrangement	Pubs Code Agreement or otherwise
<p>Management Operator Agreement - A five year fixed-term management contract which includes a guaranteed Management Fee each year, a percentage of weekly sales known as a Variable Management Fee and a percentage of the profit for the business, which is paid every three months. An annual bonus is also available for meeting Compliance and Standards audits. All products supplied and owned by Greene King.</p>	No
<p>Pub Franchise Agreement Greene King is currently developing a franchise agreement.</p>	Yes
<p>Joint Venture Agreement - A bespoke partnership agreement between a tenant and Greene King, underpinned by a 10 year lease which is contracted out of the LTA.</p>	Yes
<p>Foundation Agreement - A one year fixed-term agreement contracted out of the LTA with tie variations.</p>	Yes
<p>Tenancy at Will</p>	Yes
<p>MRO Agreement - A fully repairing and insuring commercial free-of-tie agreement of varying lengths.</p>	No
<p>Legacy Agreements - It is noted that there are a number of tied tenancy and lease legacy agreements within the Greene King estate some of which may be renewed in accordance with the provisions of the agreement, yet do not form part of the suite of Agreements currently available.</p>	Yes

Rights to Renew

Total number of regulated tenants with a contractual right to renew (as of 31 March 2021)	39
During the reporting period number of regulated tenants who exercised a contractual right to renew their tenancy	7
Of which, the number of these to which the POB consented	7
Of which, the number of these that were opposed by the POB	0
Section 25 Notices issued opposing a new tenancy LTA 1954	1
Section 25 Notices issued proposing a variation of the terms	1
Section 26 Notices opposed	1
Section 26 Notices unopposed	1
Number of instances of landlord opposing renewal in whole or in part in reliance on s.30(1)(g)	2
Number of Landlord and Tenant Act 1954 Section 25 notices served during the reporting period after MRO notice received Of which, the number served within a MRO procedure	0
Number of ongoing Landlord and Tenant Act 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation	1
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

New tenants/new agreements

Number of new tied tenants overall in this reporting period. <i>This is calculated as all new legal entities who have entered a new pub.</i>	64
Number of premises previously under tied tenancies, leases and/or licences that have been brought into the managed estate during this reporting period.	7
Number of new tied tenancies/protected under the Landlord and Tenant Act 1954	16

Rent proposals

Number of rent proposals provided within the reporting period <i>Greene King has not received any requests for Rent Proposals in accordance with Reg. 15. See Section B, Regulation 15.</i>	0
under regulation 15(2)-(5)	0
under regulation 15(6)	0
under regulation 15(7) <i>This number includes all cases where Schedule 1 and 2 information has been issued for the purposes of a new agreement. Please note that this information can be issued more than once for an individual pub depending on the number of applicants who have expressed an interest in the pub.</i>	312

Rent assessment proposals

Number of rent assessment proposals provided under regulation 19(1)(a) within the reporting period	26
Number of rent assessment proposals under regulation 19(2)(a) within the reporting period that have been:	
Requested	3
Provided <i>(Of the 5 provided, 3 were requested in the previous reporting period)</i>	5
Rejected	0
Number of rent assessment requests under regulation 19(2)(b) within the reporting period	
Requested	0
Provided	0
Rejected	0
Number of rent assessment requests under regulation 19(2)(c) within the reporting period	
Requested	0
Provided	0
Rejected	0

Market Rent Only (MRO)

Within the reporting period:	
<i>It is noted that that the numbers reported in the individual sections are those for 2020/21. Where numbers do not align in the section 'Where MRO Notice has been received and accepted', this is as a result of carries over from /to reporting periods.</i>	
Total number of MRO notices received	25
<i>Please note that this number includes all MRO notices received, including those which were re-submitted when initially rejected.</i>	
Of which were accepted	18
Of which were rejected	7
Of which were withdrawn	0
Number of MRO notices under regulation 24 – a significant increase in the price of a product or service	
Received	0
Accepted	0
Rejected	0
Number of MRO notices under regulation 25 – a trigger event	
Received	1
Accepted	0
Rejected	1
Number of MRO notices under regulation 26 – the renewal of a pub arrangement	
Received	13
Accepted	10
Rejected	3
Number of MRO notices under regulation 27 – a rent assessment or an assessment of money payable in lieu of rent	
Received	11
Accepted	8
Rejected	3
Number of full responses to accepted MRO Notices issued	19
Number of full responses to rejected MRO Notices issued	7

Market Rent Only (MRO) (cont.)

Where MRO Notice has been received and accepted:	
Free of tie arrangements agreed by new agreement	0
New free of tie arrangements agreed by deed of variation	0
New tied arrangement agreed by new lease	5
Other new tied arrangements agreed (rent or other terms)	5
Tied tenant departures from the pub	0
Other outcomes	2
Ongoing – yet to be concluded	11
Length of MRO tenancy offered	
Minimum period (in months)	60
Maximum period (in months)	252
Most commonly offered length of period (in months)	180
Length of MRO tenancy agreed	
Minimum period (in months)	n/a
Maximum period (in months)	n/a
Most commonly agreed length of period (in months)	n/a
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures	0

Independent Assessors

Number of Independent Assessor appointments	4	
Of which, were jointly agreed with the tenant	4	
Of which were appointed by the PCA	0	
Number of cases where rent was determined by the IA – please list for each case:	3	
The proposed MRO rent & The MRO rent set by the Independent Assessor		
Pub	Proposed MRO Rent	IA Determined Rent
1	£88,500	£83,000
2	£106,500	£72,700
3	£50,000	£39,200

Buildings Insurance

Number of tenants requesting to price match their building insurance during the reporting period <i>Please see Section B, Regulation 46, for more information.</i>	3
Number of unsuccessful price match requests	0
What commission or rebate do you receive from insurers (percent)?	0
Number of occasions when you have purchased the tenant's alternative policy	0
Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).	3

Gaming machines

Number of new Pubs Code tied agreements including renewals in which:	
If the tenant elects in the tenancy or licence agreement to have a gaming machine, they are required to purchase or rent it from the POB or a nominated supplier	0
The tenant has entered into a side agreement to purchase or rent a gaming machine from the POB or a nominated supplier	6
The tenant has sourced a free of tie machine agreement with a third-party supplier <i>There is no obligation on the tied tenant to notify Greene King of this information. Please see Section B, Regulation 47, for more information.</i>	Unknown
The tenant has chosen not to have gaming machines <i>We only identify tied tenants who opt to have a machine supply arrangement. Some sites will not be appropriate for machines, i.e. destination food venues, however we do not make this distinction. We have issued 70 new substantive agreements, of which 6 have an associated machines supply agreement.</i>	Unknown

Blank template requests

Number of requests for blank template during the reporting period.	0
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Sale of freehold or long leasehold

Number of notifications under regulation 49(2)	0
On how many occasions has the POB relied upon the exemption in regulation 49(3)?	0

Section B –Code compliance

For each of the following Code requirements please:

- a. give a detailed and accurate account of your POB's compliance;
- b. identify any and all steps taken to improve POB Code-related arrangements, in particular in the light of published PCA information, advice, guidance and regulatory activity;
- c. identify any and all steps taken to verify compliance in-year

Regulation	
9 Pubs entry training	<p>What does Greene King do to comply?</p> <p>Greene King has a well-established and comprehensive recruitment process, which supports the Pubs Code pre-entry requirements, and is co-ordinated by a tenanted and leased recruitment team. A public facing website provides information about Greene King's available pubs to let along with information about running a pub in the UK today as well as with Greene King. In the reporting period, Greene King launched a new website which includes information about how the Pubs Code applies to its tied tenancies.</p> <p>All new prospective tenants are required to complete an online application form to start the recruitment process. There are several steps in the recruitment process, which in summary include:</p> <ol style="list-style-type: none"> 1. Application form discussion – the Pub Partners recruitment team will contact the applicant to discuss the application and understand their suitability and their expectations. 2. General Interview – a general meeting with a Business Development Manager, where the discussions will explore what it's like to run a pub with Greene King and to better understand the experience, suitability and expectations of the prospective tenant. 3. Sustainable Business Plan Preparation – once the prospective tenant's intentions are clear in regard to a specific pub, Greene King will issue the Schedule 1 information so that the prospective tenant can obtain independent professional advice and prepare their business plan. 4. Pub Specific Interview – at this meeting the plans for the pub will be discussed in more detail, and Greene King's Business Development Manager will review the prospective tenant's business plan with them. 5. Final Approval Meeting – the prospective tenant will be expected to attend a further meeting with a senior member of the operations team, usually an Operations Director, who will take the opportunity to further review their business plan and sense check their expectations prior to confirming in principle their appointment. 6. Agreement Offer Pack – Heads of Terms and agreement documentation is issued. 7. Pre-agreement Meeting – the Business Development Manager will conduct a pre-agreement meeting where a final check is made to ensure the prospective tenant has a clear understanding of all aspects of the agreement, theirs and Greene King's obligations, and details of the Pubs Code.

Greene King has established good administrative practices in the delivery of its recruitment process to support transparency and lawfulness. A management information system, called Connect (a Microsoft Dynamics CRM system), supports the management of the process and provides an audit trail to show that Code processes are being followed on Schedule 1 information, business plans, training etc.

The recruitment process seeks to provide fairness by providing a quality of engagement with the prospective TPT ensuring that they understand what it means to run a Greene King pub and that they make full informed use of all information that is provided.

The recruitment processes are adapted for lease assignments and short agreements, to ensure compliance with the relevant regulations relating to these specific agreement transactions.

Greene King's Code Compliance Officer (CCO) participated in a workshop with the PCA and other regulated POB CCOs on 30 November 2020 to discuss how the new entrant experience could be improved. Discussions remain ongoing, and it is hoped that there will be some appropriate industry measures that can be easily implemented and monitored on an ongoing basis. Ahead of this, one of the actions Greene King implemented in December 2020 was to introduce a new tied tenant CCO letter which is sent on the second month anniversary to remind them of their Pubs Code rights. A version for existing tenants has also been created for those entering into new agreements.

In addition, enhancements were made to our management information system to capture more specific notes in relation to the business plan.

Pubs Entry Training (Regulation 9)

Greene King recognises the British Institute of Inn-keeping online Pre-Entry Awareness Training (PEAT) as appropriate pre-entry training, although Greene King also conducts its own award-winning residential welcome induction training, which ordinarily takes place over 3-days. Feedback from attendees is always positive, and the following shows a small example of comments Greene King receives:

"We found it really informative and crucial information included, paced really well. It has been an invaluable experience with a knowledgeable, passionate and supportive L&D team."

"After spending so long thinking training courses were a waste of time, I've come away realising the huge benefits they bring. We both found this 3 day course so interesting and have come away with fresh ideas and new knowledge, we will certainly be utilising the other training available for our team."

"It was much better than I expected, we learnt so much and enjoyed networking with other licensees. We feel very supported and feel GK are all about people."

As a result of the Covid-19 pandemic, the welcome induction training was adapted for delivery online. Three virtual inductions were held, each consisting of 6 x 2-hour sessions delivered over the course of two weeks.

	<p>Where a TPT is changing agreement, the completion of PEAT is strongly recommended as a refresher.</p> <p>Where an applicant or tenant meets one of the pre-entry training conditions, the Business Development Manager seeks approval from the CCO to waive the online PEAT training course. Where a PEAT waiver is approved, Greene King requires the tenant to sign an exemption agreement, which is produced as part of the agreement documentation pack.</p>
<p>10 A sustainable business plan</p>	<p>A Sustainable Business Plan (Regulation 10)</p> <p>The applicant is required to submit their sustainable business plan, along with evidence of independent professional advice, to the recruitment team before any further meetings are arranged to discuss a specific pub.</p> <p>The recruitment team verify that the component parts of the business plan are in place, however it is the role of the Business Development Manager and Operations Director to verify that the business plan is sustainable. The business plan will be discussed in detail with the new tenants at what is known as the Pub Specific Interview (PSI). A PSI checklist is completed to confirm all the items discussed in the meeting, which the applicant signs. The applicant receives a copy of the checklist.</p> <p>Following the PSI, the applicant will be invited to attend a further meeting with a senior member of our operations team, usually the Operations Director, where further discussions about the business plan will take place. This is known as the Operations Director Interview (the ODI).</p> <p>During the reporting period Greene King has continued to enhance its management information system, Connect, to allow for the capture of more specific notes relating to the business plan, to further support Greene King's verification of a sustainable business plan.</p>
<p>11 The required information</p>	<p>The Required Information (Regulation 11)</p> <p>Where an applicant has shown interest in a specific pub, a Schedule 1 information pack is prepared and sent to them by the recruitment team via email.</p> <p>A covering letter sets out the actions the applicant needs to take, including preparing a business plan, obtaining independent professional advice, as well as detailing what information is enclosed. Greene King keeps this correspondence under constant review to ensure it remains clear and relevant to the applicant.</p> <p>This pack also includes a Rent Proposal to demonstrate how the rent has been assessed for the pub. In addition, the pack also includes other Greene King resources such as the Greene King Running a Pub Information Guide, which includes the required information as specified in Schedule 1 including items 2, 3, 8, 11, 15, 18(1), 20(d), 21, 22(1)(c-i), 23, 24, 25, 26(a), 28, 29(a-b), 30, 31, 34 – 37, and our Guide to Charges, Guide to Insurance.</p>
<p>12 Duty of pub-owning business where tenant intends to assign the tenancy</p>	<p>Duty of pub-owning business where tenant intends to assign the tenancy (Regulation 12)</p> <p>Greene King requires a TPT to provide details of their intention to assign their agreement in writing. The Estates Team will acknowledge receipt in writing and set out what is required for an assignment. The</p>

	<p>acknowledgement letter will refer to Greene King's Running a Pub Information Guide and its Guide to Buying and Selling a Lease. This letter also contains information about the fees the tenant is required to pay and includes the information that is required in consideration of the buyer (assignee).</p> <p>The tenant is required to notify Greene King in writing once an assignee has been found, as Greene King will need to provide its consent to approve the assignee. The assignee will then follow the full new applicant process, as set out above.</p>
<p>13 Premises</p>	<p>Premises (Regulation 13)</p> <p>Advice Before entering into a new tied agreement, an applicant is advised to complete a property inspection and obtain independent professional advice from an appropriately qualified surveyor. This advice is included in the covering letter provided with the Schedule 1 information. This advice is further reinforced in Greene King's Running a Pub Information Guide, which applicants (and existing tenants) are strongly recommended and regularly reminded to read.</p> <p>Schedule of Condition A Schedule of Condition (SOC) is prepared by an externally appointed chartered surveyor. The SOC is supplied to a new applicant (or existing tenant) as part of the Schedule 1 information pack which is provided before anyone enters into a new agreement. The SOC is also provided as part of the information pack following an agreement renewal proposal (Section 25 notice) and a rent review.</p> <p>Any works identified before a new agreement is entered or renewed are documented by way of a works agreement, which will detail the works and confirm who is responsible for completion of the works.</p> <p>When works are completed an updated SOC is prepared and supplied to the tenant in accordance with reg.13(6) as soon as reasonably practicable.</p> <p>Lockdown restrictions, but also furlough arrangements, had some impact on the provision of SOC's during the reporting period, and there were consequently four instances where a SOC could have been provided sooner than was reported following the completion of works. The CCO requested a review of the SOC process by the property team in May 2020. The review resulted in the Head of Property Services strengthening the overall process which now includes for a weekly review of instructions to the externally appointed surveyor and ensures that externally appointed quantity surveyors are clear in their role for instruction of SOC's.</p> <p>Schedule of Dilapidations It is confirmed that Schedule of Dilapidations are carried out in accordance with reg.13(7).</p> <p>A dilapidations inspection is undertaken by an externally appointed chartered surveyor instructed to prepare a terminal schedule of dilapidations (SOD).</p> <p>For tenants on tenancy agreements, a SOD is prepared and provided to them no later than six months before the end of the agreement.</p>

	<p>For tenants on leases, the time frame for providing the SOD is around 12 – 24 months before the end of the agreement or service of a Section 25 notice to take account of the greater repairing obligations in a Lease.</p> <p>Greene King has taken steps to ensure there is full transparency in how dilapidations are actively managed through the lifetime of a lease, including an annual notification to remind tenants/lessees of their repairing obligations. This is further supplemented by a property inspection conducted by one of Greene King’s in-house property surveyors around every 12 – 18 months, which is designed to assist the tenant in understanding their property obligations and what action they may need to consider taking in order to comply with their obligations. In addition, an interim SOD will be prepared and issued every 5 years.</p> <p>In the reporting period (January 2021), the Greene King Property Team introduced a new dilapidations process letter for sending to TPTs on agreement surrender, expiry, assignment and rent reviews, the purpose of this letter being to provide clarity about the dilapidations process.</p>
<p>14 Short agreements</p>	<p>Short agreements (Regulation 14)</p> <p>Before entering into a short agreement, an applicant is provided with the required information as specified in reg.14. The information pack is prepared and sent to them by the recruitment team via email.</p> <p>A covering letter sets out the actions the applicant needs to take, including preparing a short business plan, obtaining independent professional advice, and advising about pre-entry training.</p>
<p>15 Duty to provide a rent proposal</p>	<p>Duty to provide a rent proposal (Regulation 15)</p> <p>In the reporting period Greene King has not received a tenant request to provide a Rent Proposal under reg.15. However, if a request were received, Greene King would action the request in accordance with reg. 15.</p> <p>Where Greene King is proposing a new agreement to an existing TPT or a prospective TPT, a Rent Proposal is provided as part of the Schedule 1 information for the new agreement proposal.</p> <p>Ordinarily, and as additional information for the TPT, Greene King provides a Rent Proposal alongside an unopposed Section 25 notice.</p> <p>The PCA published a factsheet about Rent Proposals on 4 March 2021, under the ‘What Tied Pub Tenants Need to Know’ series, which was duly shared with Greene King’s TPTs on 12 March 2021, as with all such PCA factsheets.</p>
<p>16 Contents of the rent proposal</p>	<p>Contents of the rent proposal (Regulation 16)</p> <p>Where a Rent Proposal is provided under reg.15 alongside an unopposed Section 25 notice, it is confirmed that Greene King provides the contents of a rent proposal in accordance with reg.16.</p> <p>It is confirmed that should Greene King receive any other rent proposal request in accordance with reg.15, it would provide the contents of a rent proposal in accordance with reg.16.</p>

	It is confirmed that information specified in Schedule 2 is contained within a rent proposal.
17 When the rent proposal must be provided	<p>When the rent proposal must be provided (Regulation 17)</p> <p>In the reporting period, Greene King has not received a tenant request to provide a Rent Proposal under reg.15. However, if a request were received, Greene King would action the request and provide it in accordance with reg.17.</p> <p>Ordinarily, and as additional information for the TPT, Greene King provides a Rent Proposal alongside an unopposed Section 25 notice.</p>
18 Further information and advice in relation to the rent proposal	<p>Further information and advice in relation to the rent proposal (Regulation 18)</p> <p>It is confirmed that Greene King would comply with any reasonable request for information made by the tenant or a person acting on behalf of the tenant which may be relevant to the initial or revised rent, or may help the tenant to understand the rent, and provide the information within seven days of the request. It is confirmed that Greene King would provide a reasonable explanation as to the why any information requested could not be supplied.</p>
65 Rent proposals Schedule 2	Not applicable
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	<p>Duty to conduct a rent assessment or an assessment of money payable in lieu of rent (Regulation 19)</p> <p>Greene King operates a well-established, effective and compliant rent assessment process for contractual periodic rent reviews. Greene King's management information system, Connect, is used to support the tracking of the contractual rent review process and key dates. Greene King's Estate Managers are responsible for managing the rent review deadlines. A rent review record is created in Connect, and key information is recorded including the pub inspection date, the date the rent assessment proposal was sent and the date the rent review was concluded. Regular reporting is produced to monitor compliance with the statutory deadlines.</p> <p>Greene King observes the timelines set out in Chapter 3 of the Regulatory Compliance Handbook in respect of contractual periodic rent reviews.</p> <p>Where a TPT requests a rent assessment in accordance with reg.19(2), a Connect record is created and key dates are tracked.</p>
20 The rent assessment proposal	<p>The rent assessment proposal (Regulation 20)</p> <p>Greene King uses a bespoke application called the Rent Centre to produce its Rent Assessment Proposals, which includes a Rent Assessment Proposal Overview form and a Shadow Profit and Loss Report. It contains all information as specified in Schedule 2.</p> <p>All Rent Assessment Proposals are submitted to Greene King's Rent Panel for approval. Greene King's Rent Panel meets regularly to sign off initial Rent Assessments, Rent Reviews and Agreement Renewals. The members of the Rent Panel include senior management and Estates Managers who are RICS qualified.</p>

	<p>It is confirmed that Greene King provides its Rent Assessment Proposals in accordance with reg.20, and in consideration of Chapter 3 of the Regulatory Compliance Handbook.</p> <p>Email is the primary method of communication and therefore Greene King will email the Rent Assessment Proposal along with other information specified in Schedule 2, as well as any supporting documentation such as the PCA's own collateral and references to other PCA resources. Emails are marked with the comment, 'This is an important email please read.'</p> <p>In addition, a hard copy of the Rent Assessment Proposal is sent via Royal Mail Recorded Delivery and marked 'Important Documents Enclosed'. Once these have been sent, a Greene King Estates Manager will follow up with the tenant to arrange a meeting to discuss the rent assessment proposal.</p>
<p>21 Conduct of the rent assessment or the assessment of money payable in lieu of rent</p>	<p>Conduct of the rent assessment or the assessment of money payable in lieu of rent (Regulation 21)</p> <p>It is confirmed that Greene King's rent assessments are conducted in accordance with the RICS guidance and in accordance with reg.21.</p> <p>It is confirmed that Greene King would comply with any reasonable request for information made by the tenant or a person acting on behalf of the tenant which may be relevant to the initial or revised rent, or may help the tenant to understand the rent, and provide the information within 7 days of the request. It is confirmed that Greene King would provide a reasonable explanation as to the why any information requested could not be supplied.</p> <p>Where a rent assessment is being conducted under reg.19(1)(a), it is confirmed that a Greene King Estates Manager visits the tied pub within the period of 3 months ending on the day on which the rent proposal is provided. These visits are tracked in Greene Kings' management information system. Regular reporting is produced to monitor compliance with the statutory deadlines.</p>
<p>22 Effect of the rent assessment or the assessment of money payable in lieu of rent</p>	<p>Effect of the rent assessment or the assessment of money payable in lieu of rent (Regulation 22)</p> <p>Once rent negotiations are concluded, a rent memorandum document is produced and sent to the tenant for signing. On receipt of a signed rent memorandum from the tenant, Greene King will make the necessary arrangements to place the revised rent in charge in accordance with reg.22. The arrangements for any recoverable rent will also be documented in writing.</p>
<p>66 Rent assessments Schedule 2</p>	<p>Not applicable</p>
<p>23 The MRO notice</p>	<p>The MRO notice (Regulation 23)</p> <p>Greene King's management of the Market Rent Only option In September 2020, the PCA published an updated version of the Regulatory Compliance Handbook, which brought together all chapters of the Handbook in one document, including the chapter on MRO proposals, Chapter 4, which was originally published in November 2019.</p> <p>Greene King reviewed all chapters of the updated Regulatory Compliance Handbook against its ways of working to ensure they reflected the</p>

	<p>expectations set out by the PCA. Greene King notified its TPTs and Business Development Managers of the updated Regulatory Compliance Handbook on 18 September 2020. In addition, the CCO attended Business Development Manager meetings in October 2020 to discuss the Regulator Compliance Handbook and Greene King's ways of working.</p> <p>Greene King provides information on the MRO procedure on its website, www.greenekingpubs.co.uk, on its partner portal at www.pubpartners.net, in its Running a Pub Information Guide, and in relevant correspondence sent to a TPT where an associated MRO event occurs, such as a rent review and an agreement renewal.</p> <p>The MRO notice (Regulation 23) On receipt of a MRO notice, Greene King will verify its validity in accordance with reg.23. Details of the MRO request will be recorded on a MRO tracking document, and in the management information system, Connect, and deadlines for an MRO response will be monitored. The MRO notice is usually acknowledged within 48 hours however, we aim to respond within the same day of receipt.</p> <p>Greene King does not take technical points and will only reject the MRO notice where information is not overtly obvious i.e. generic emails asking about the MRO option, unclear tenant details. In these instances, a prompt response is made to allow a TPT who may have a legitimate MRO right to exercise it in time. The response will outline the issue and will set out the MRO procedure, signposting all relevant information, such as the PCA's website, Greene King's Running a Pub Information Guide and the PCA's MRO notice template.</p> <p>Greene King's Estates Managers are responsible for managing the MRO procedure and key deadlines, however they are supported by the Code Compliance Manager and CCO, who have regular contact with the Estates Managers to ensure deadlines are being met.</p> <p>Monthly compliance reporting is produced to enable the CCO to monitor compliance with the statutory deadlines.</p>
<p>24 A significant increase in the price of a product or service</p>	<p>A significant increase in the price of a product or service (Regulation 24)</p> <p>It is confirmed that Greene King is aware of this MRO event and confirms that in the reporting period no MRO notices were received that sought to rely on reg.24.</p>
<p>25 A trigger event</p>	<p>A trigger event (Regulation 25)</p> <p>It is confirmed that Greene King is aware of this MRO event and confirms that in the reporting period one MRO notice was received which sought to rely on reg.25.</p> <p>The request was rejected on two points; firstly, the validity of the notice as the date of the MRO event was not clear; and, secondly, the request did not meet the conditions of reg.7.</p> <p>The PCA published a factsheet about Trigger Events on 10 July 2020, under the 'What Tied Pub Tenants Need to Know series, which was duly shared with Greene King's TPTs and its' Business Development Managers on 13 July 2020.</p>

<p>26 The renewal of a pub arrangement</p>	<p>The renewal of a pub arrangement (Regulation 26)</p> <p>Greene King uses the services of TLT LLP to serve legal documentation such as the Section 25 notices. Details of the MRO procedure is included in the Section 25 documentation and reference is made to the relevant section of Greene King’s Running a Pub Information Guide as well as signposting the PCA website. All relevant enclosures are also included, such as the PCA leaflet and MRO procedure flow-charts.</p> <p>In the reporting period, Greene King served 10 Section 25 notices of which one was an opposed Section 25 notice, one proposed new terms, and eight included for the same terms and conditions.</p> <p>In the reporting period, Greene King confirms that it received 13 MRO notices which sought to rely on reg.26. Three of these notices were rejected as they were considered invalid. All three rejected MRO notices were subsequently re-submitted and accepted.</p>
<p>27 A rent assessment or an assessment of money payable in lieu of rent</p>	<p>A rent assessment or an assessment of money payable in lieu of rent (Regulation 27)</p> <p>The content of Greene King’s rent assessment proposals includes information about the MRO procedure and reference is made to the relevant section of Greene King’s Running a Pub Information Guide as well as signposting the PCA website. All relevant enclosures are also included, such as the PCA leaflet and MRO procedure flow-charts.</p> <p>It is confirmed that Greene King is aware of this MRO event and confirms that in the reporting period 11 MRO notices were received which sought to rely on reg.27. Three of these notices were rejected as they were considered invalid, two where the MRO event had not occurred, and, one was not from the named tenant. Two of the rejected notices were subsequently re-submitted and accepted, and one is pending the occurrence of the MRO event.</p>
<p>67 Market rent only option: the MRO notice</p>	<p>Not applicable</p>
<p>28 Arrangements during the MRO procedure: rent etc</p>	<p>Arrangements during the MRO procedure: rent etc (Regulation 28)</p> <p>It is confirmed that Greene King acts in accordance with reg.28.</p> <p>When a valid MRO notice is received, a relevant notification is sent by the Code Compliance Manager to the Rent & Recharges Team, who are responsible for managing rent arrangements, to prevent any changes to the rent during the MRO procedure, such as the implementation of any annual indexation charges. The Estates Managers are also aware that changes cannot be made to the tie provisions during this time.</p>
<p>29 Effect of tenant's notice</p>	<p>Effect of tenant's notice (Regulation 29)</p> <p>On receipt of a MRO notice, Greene King will verify its validity in accordance with reg.23. Details of the MRO request will be recorded on a MRO tracking document, and in Greene King’s management information system, Connect, and deadlines for an MRO Full Response will be monitored.</p> <p>The MRO notice is usually acknowledged in writing by email within 48 hours however, we aim to respond on the same day of receipt.</p>

	<p>Greene King will prepare an MRO Full Response in accordance with reg.29, which is sent within the period of 28 days following receipt of the MRO notice.</p> <p>It is confirmed that consideration is given to the periods of time where Section 25 and Section 26 notices are subject to the court timetables.</p> <p>The content of the MRO Full Response includes:</p> <ul style="list-style-type: none"> • MRO Heads of Terms Offer Summary – this sets out the bespoke terms of the MRO offer • MRO Rent Assessment Proposal • Lease Plan • Specimen MRO Compliant Lease • Specimen Rent Deposit Deed • Statutory Testing Side Letter (If applicable <7 years) • HMRC Stamp Duty Land Tax estimated calculation • MRO Compliance Record and Declaration • MRO Offer Acceptance Form • Pubs Code Adjudicator MRO Process Flowcharts • Pubs Code Adjudicator Getting Help and Support with the Pubs Code and Arbitration • MRO Frequently Asked Questions • Running a Pub Information Guide <p>Greene King requires the TPT confirm receipt of their MRO Full Response.</p>
<p>30 Terms and conditions required in proposed MRO tenancy</p>	<p>Terms and conditions required in proposed MRO tenancy (Regulation 30)</p> <p>It is confirmed that where Greene King proposes a MRO tenancy the term of the tenancy is for a period that is at least as long as the remaining term of the existing tenancy and ensures it is reasonable given the individual circumstances of the case.</p> <p>It is confirmed that Greene King gives due consideration to Chapter 4 of the Regulatory Compliance Handbook, which sets out the PCA’s expectations in reference to the terms and conditions of the MRO tenancy.</p> <p>Greene King is also aware of the High Court judgment of 24 March 2020 in the case of <i>Punch Partnerships (PTL) Limited and Star Pubs and Bars Limited v The Highwayman Hotel (Kidlington) Limited [2002] EWHC 714 (Ch)</i>.</p> <p>On 20 October 2020 the PCA wrote to Greene King in follow-up to previous PCA correspondence dated 8 October and 6 December 2019, and Greene King’s letter of response dated 18 October 2019. The PCA requested that Greene King undertake a review to satisfy itself as to whether it had offered MRO tenancies of a duration which were considered unreasonable in all circumstances of the case.</p> <p>After an in-depth review of the MRO proposals provided since the commencement of the Code, Greene King confirmed in writing to the PCA on 11 December 2020, that it was satisfied that the term length provided in all proposals was reasonable given the individual circumstances of each case. It also confirmed that the MRO Compliance and Declaration Record is submitted to Greene King’s Rent Panel alongside the MRO rent</p>

	<p>proposal, thereby providing further oversight of the proposal and its considerations ahead of the declaration sign-off by the CCO. This enhancement to Greene King's oversight and governance was made following the publication of the PCA's Star Pubs and Bars investigation and was implemented in October 2020.</p> <p>Greene King adopted the MRO Compliance and Declaration Record first published by the PCA on 20 November 2019. This document records the reasoning of an MRO tenancy length as well as all other considerations made in the preparation of the MRO proposal, and is enclosed with Greene King's MRO Full Response sent to the TPT.</p>
<p>31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc</p>	<p>Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc (Regulation 31)</p> <p>It is confirmed that Greene King is aware of what terms and conditions are regarded as unreasonable in accordance with reg.31.</p> <p>It is confirmed that Greene King gives due consideration to Chapter 4 of the Regulatory Compliance Handbook, which sets out the PCA's expectations in reference to the terms and conditions of an MRO tenancy.</p> <p>The MRO Compliance and Declaration Record documents the reasonings made of the terms and conditions proposed in a Greene King MRO tenancy. This document is submitted to Greene King's Rent Panel alongside the MRO rent proposal, thereby providing further oversight of the proposal and its considerations ahead of the declaration sign-off by the CCO. The MRO Compliance and Declaration Record is enclosed with Greene King's MRO Full Response sent to the TPT.</p>
<p>32 Failure to acknowledge the tenant's notice, provide a full response etc</p>	<p>Failure to acknowledge the tenant's notice, provide a full response etc (Regulation 32)</p> <p>In the reporting period, Greene King was subject to nine referrals made in reference to reg.32.</p> <p>Of these referrals, five were made by Greene King as a result of the Covid-19 crisis and in accordance with the Emergency Period declaration. Each of these were subsequently concluded through PCA awards directing Greene King to provide the MRO Full Responses within a revised period of time following the end of the Emergency Periods, in line with the declaration.</p> <p>The four remaining referrals were made by tenants following receipt of their MRO Full Response. Two of these referrals have been concluded and PCA awards received, the other two referrals remain ongoing.</p>
<p>33 MRO procedure where a matter is referred to the Adjudicator in connection with the full response</p>	<p>MRO procedure where a matter is referred to the Adjudicator in connection with the full response (Regulation 33)</p> <p>It is confirmed that Greene King fulfils its obligations following the receipt of any PCA award and will issue revised responses where directed.</p>
<p>34 The negotiation period</p>	<p>The negotiation period (Regulation 34)</p> <p>It is confirmed that Greene King observes the negotiation period of time in accordance with reg.34.</p> <p>The MRO procedure deadlines are strictly monitored in accordance with the periods of time set out in the Pubs Code.</p>

<p>35 Failure to agree: right to refer to the Adjudicator or independent assessor</p>	<p>Failure to agree: right to refer to the Adjudicator or independent assessor (Regulation 35)</p> <p>It is confirmed that Greene King understands that a TPT has the right to refer to the PCA following receipt of a subsequent proposed tenancy during the negotiation period.</p> <p>It is confirmed that Greene King observes the periods of time in reference to a referral to an Independent Assessor in accordance with reg.35.</p>
<p>36 Appointment of the independent assessor</p>	<p>Appointment of the independent assessor (Regulation 36)</p> <p>It is confirmed that Greene King acts in accordance with reg.36 where a notice of intent to refer to an Independent Assessor is made by a TPT. On receipt of a notice of intent to refer to an Independent Assessor, Greene King will acknowledge the notice and enclose PCA's criteria for the Independent Assessor appointment, along with the PCA's MRO procedure flowcharts.</p> <p>Greene King's Estates Manager will engage with the TPT to agree to the appointment of a mutually acceptable Independent Assessor. For ease, Greene King will prepare an Independent Assessor Instruction Form and send it to the TPT for signing to confirm their joint appointment of the agreed Independent Assessor. On receipt of the TPT signed instruction form, Greene King will forward the instruction form to the Independent Assessor. The Independent Assessor will acknowledge receipt of the instruction and will usually raise an invoice for payment prior to the commencement of the independent assessment process.</p> <p>On 20 November 2020, the office of the PCA wrote to all CCO's about the Pubs Code obligations when agreeing the appointment of an Independent Assessor. This correspondence reminded all pub-owning businesses of the PCA's Independent Assessor criteria and that clear valid reasons should be made if there is reason to believe there is a conflict of interest. Pub-owning businesses were advised to bear in mind the RICS Conflicts of Interest Guidance and the decision in <i>Eurocom Ltd -v- Siemens Plc [2014] EWHC 3710 (TCC)</i>. On 23 November 2020, details of the aforementioned letter were shared with Greene King's Estates Managers.</p> <p>In the reporting period, Greene King had four matters where joint agreement with the tenant was made in the appointment of an Independent Assessor. In all cases, there was no requirement for Greene King to rely on the RICS Conflicts of Interest guidance.</p>
<p>37 Independent assessor: procedure</p>	<p>Independent assessor: procedure (Regulation 37)</p> <p>It is confirmed that where an Independent Assessor has been engaged during the reporting period, Greene King has responded accordingly to the directions of the Independent Assessor, which includes the requirement for Greene King to provide to the Independent Assessor all information as detailed in Schedule 3 of the Code. The Independent Assessor directions follow the requirements and periods of time as set out in reg.37.</p> <p>In the reporting period, there was one PCA referral made under reg. 37(10).</p>

<p>38 MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor</p> <p>Schedule 3</p>	<p>MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor (Regulation 38)</p> <p>It is confirmed that Greene King understands the content of reg.38.</p> <p>In the reporting period, there was one PCA referral made under reg.37(10). The fulfilment of reg.38 was not required in this instance as the referral was terminated following the conclusion of tied rent negotiations.</p>
<p>39 End of the MRO procedure</p>	<p>End of the MRO procedure (Regulation 39)</p> <p>It is confirmed that Greene King understands the key events which end an MRO procedure as set out in reg.39.</p> <p>In the reporting period, Greene King recorded 12 MRO procedures as ended under reg.39.</p>
<p>40 Disputes about rent etc payable during MRO procedure</p>	<p>Disputes about rent etc payable during MRO procedure (Regulation 40)</p> <p>It is confirmed that Greene King understands reg.40.</p> <p>In the reporting period, Greene King has not been subject to or submitted a PCA referral in relation to reg.40.</p>
<p>41 Business development managers</p>	<p>Business Development Managers (Regulation 41)</p> <p>The role of the Business Development Manager and Training</p> <p>The role of a Business Development Manager is critical to the successful partnership and collaboration of the pub-owning business with its tenants. To that end, Greene King is committed to ensuring all its Business Development Managers, who have contact with tenants, are properly trained.</p> <p>All new Business Development Managers complete a thorough four-week induction programme covering essential business-to-business training around the traditional landlord and tenant relationship, fair Rent setting, the key areas of Agreement compliance and covering business to consumer areas such as sales development and the customer journey.</p> <p>The ongoing training and development of Business Development Managers is tailored to meet their specific needs and ranges from buddying with experienced Business Development Managers to formal training courses delivered through Greene King's own Learning and Development Programme. This is further supplemented by workshops held in Regional and Operational meetings on different topics, where required.</p> <p>Greene King's Business Development Managers are also supported with academic qualifications. Our Business Development Managers have the opportunity to take part in many Greene King programmes leading to qualifications at degree and post-graduate levels. In the reporting period, four Business Development Managers have been completing an MBA apprenticeship conducted by Birmingham City University.</p> <p>Greene King is committed to the continuous professional development of its Business Development Managers. Greene King continues to review its training and development as part of their performance. All training and development is tailored to meet the specific needs of Greene King's</p>

employees, depending upon their level of expertise, experience and stage in their career.

It is confirmed that all Business Development Managers are trained on the Pubs Code regulations and receive annual refresher training, which is delivered through online training modules. See Annexure One as evidence of compliance. Greene King confirms that all Business Development Managers in post receive a copy of The Pubs Code etc Regulations 2016. New Business Development Managers joining Greene King receive a copy of the Pubs Code as part of their induction training as well as meeting with the CCO.

This is further supplemented by the CCO attending Business Development Manager Regional and Operational meetings to update on the latest information relating to the Pubs Code and enhancements to Greene King's own processes and procedures to strengthen compliance, along with regular updates offering advice and reminders on processes and procedures, which are circulated on email. The Regulations, updates and other Greene King resources are made available to the Business Development Manager on Greene King's own internal intranet portal, The Vault.

Annexure Two contains a Pubs Code communications schedule which includes Business Development Manager communications in relation to Code updates and newly issued guidance and advice from the PCA.

In the reporting year, Greene King completed the development of its online rental valuation training. The development of this training was delayed due to the Covid-19 crisis. However, prior to pubs re-opening on 4 July 2020, rental valuation refresher training was conducted with all Business Development Managers on 18 June 2020 via a Microsoft Teams Meeting. See Annexure One as evidence of compliance.

To confirm the new online rental valuation training was assigned to all Business Development Managers in April 2021, which will be reflected in next years' annual compliance report.

Business Development Manager Discussion Notes

It is confirmed that Greene King Business Development Managers record their discussion notes with tenants through an online application called the Pub Communications App. This application is linked to Greene King's process management system, Connect. The Business Development Manager has the ability to input notes which, when submitted, are then automatically emailed through the system to the TPT in a pre-formatted form. The email and pre-formatted form include a standard message about the TPT responding within seven days of receiving the notes if they disagree with any aspect of the them.

Periodic sample checks of the discussion notes are made by the Business Development Managers line managers and by the Code Compliance Manager and CCO to review quality of content.

In the reporting period, Greene King notified the PCA of two incidents relating to the provision of discussion notes to TPTs, as summarised below.

Incident 1

On 22 May 2020, Greene King's CCO notified the PCA that 27 sets of discussion notes were provided outside of the statutory 14-day period of time. This was as a result of an IT work-flow issue and was not as a result of Greene King's Business Development Manager conduct. When the IT issue came to light the IT team implemented a short-term mitigation fix which consisted of a daily manual check to ensure the discussion note work-flow was operating as required. In August 2020, a permanent long-term automated IT solution was deployed which consisted of an alert system to notify our IT Application Team if a work-flow issue arises enabling them to take appropriate and timely action. Further mitigation action was undertaken which consisted of the CCO writing to all the affected TPTs to notify them of the issue.

It is confirmed that no complaints were raised with the CCO or referrals made to the PCA as a result of this incident.

Incident 2

On 23 March 2021, Greene King's CCO notified the PCA of a potential breach relating to the provision of 'manual' discussion notes sent to TPTs. At Greene King, 'manual' discussion notes are posted to those TPTs who do not have an email address formally recorded in Greene King's system for the receipt of discussion notes. Following an investigation by the CCO, it was established that Greene King held no evidence to prove that 38 manual discussion notes, across 16 pubs, had been posted as required by Greene King's processes and in accordance with reg.41. Mitigation action was undertaken to remedy the matter, which consisted of:

- The identified discussion notes being re-issued to the affected TPTs by the CCO. The TPTs were provided with 7 days from receipt of the CCO letter to notify Greene King if there was any aspect of the discussion note that they did not agree with.
- The CCO conducted an impact analysis to understand if the affected TPTs had been subject to any detriment. The outcome of the impact analysis was that the CCO was satisfied that the TPTs had not been subject to any detriment, which was confirmed by the CCO in writing to the PCA on 16 April 2021.
- The administrative process was strengthened to ensure control checks were put in place to minimise the risk of the issue re-occurring.
- A review of the TPTs email addresses was undertaken to ensure Greene King holds the most up to date email address. This is an ongoing activity as email addresses are subject to change.
- Greene King's monthly compliance reporting was updated to include details of 'manual' discussion notes that are posted.

It is confirmed that no complaints were raised with the CCO or referrals made to the PCA as a result of this incident.

In response to Greene King's self-notification to the PCA of these incidents, the PCA published a news story on 23 June 2021. Ahead of the PCA's publication, on 21 June 2021 the CCO wrote to all Greene King's TPTs tenants to notify them of both incidents and the action Greene King took. In addition, during the reporting period, the CCO has reminded TPTs of their discussion notes rights in communications sent on 27 August 2020, 5 November 2020 and 26 March 2021.

<p>42 Duty to appoint a compliance officer</p>	<p>Duty to appoint a compliance officer (Regulation 42)</p> <p>It is confirmed that Greene King has appointed and empowered a Code Compliance Officer (CCO) as required under reg.42, who is reasonably available to TPTs and their advisors. It is noted that the CCO oversees the tenant complaint procedure. The governance structure associated to Greene King’s Code compliance can be seen in Annexure Three of this report and includes for a Code Compliance Manager. The Code Compliance Manager supports the CCO in her role of monitoring and auditing Code compliance.</p>
<p>46 Insurance</p>	<p>Insurance (Regulation 46)</p> <p>It is confirmed that Greene King purchases a group block-policy that covers all its assets, its own fixtures and fittings, its loss of rent, its loss of profit and any other loss of income. The insurance broker used by Greene King is Willis Towers Watson and the insurance cover is provided by Aviva Insurance Ltd. The insurance amount allocated to an individual tenanted and leased property is calculated by property and recharged to the tenant. The tenant excess on any claim is £1,000. Greene King does not receive any commission or rebate in connection with the group block-policy, and the renewal process is completed in accordance with reg.46.</p> <p>Greene King provides its TPTs with a price-match policy, enabling them to compare Greene King’s building insurance charges with alternative quotes. Details of the policy are included in the Guide to Insurance and Running a Pub Information Guide. These guides are provided to new and existing tenants as part of the Schedule 1 information, and they are also available to download by existing tenants from the online portal www.PubPartners.net.</p> <p>Greene King uses its insurance broker, Willis Towers Watson, to undertake the price-match comparison to ensure that the level of insurance quoted by our TPTs by their insurance quote providers is matched on a like-for-like basis with Greene King’s own policy, and that the insurance company used to provide an alternative quote has a credit rating of no lower than A, as rated by the insurance rating services A.M. Best (www.ambest.com).</p> <p>Where an insurance quote is price-matched, Greene King will reduce the buildings insurance charge that the TPT pays to Greene King to reflect the price-matched quotation.</p> <p>In the reporting period, 14 pubs enquired about the Greene King’s price-match policy. Of the 14 pubs, three pubs requested a price-match and all were successfully price-matched.</p> <p>Greene King tenants are advised to obtain their own insurance to cover items such as loss of income through business interruption, their own fixtures and fittings and contents, stock, employer’s liability, public and products liability, money and goods in transit, money held in gaming machines etc. They can purchase this from wherever they choose.</p>

<p>47 Gaming machines</p>	<p>Gaming machines (Regulation 47)</p> <p>It is confirmed that Greene King does not enter into new agreements or renew agreements requiring a TPT to purchase or rent gaming machines in accordance with reg.47.</p> <p>Greene King provides a TPT with the choice of having gaming machines supplied by Greene King. If the TPT chooses for Greene King to supply gaming machines this is supplied through a machine supply arrangement where Greene King shares the profits after the deduction of any taxes due, supplier costs and any sundry payments. The net income is shared on a 50/50 basis and is reflected in a rent concession, which is documented by way of a deed of variation to the occupational agreement.</p> <p>In the reporting period Greene King issued six machine supply agreements which were issued alongside an occupational agreement. The terms and conditions of the supply arrangement permit the TPTs to terminate the supply agreement at any time on two weeks' notice.</p> <p>Where a tenant chooses to source machines from a third party, they are under no obligation to notify Greene King.</p>
<p>48 Blank template for profit and loss account</p>	<p>Blank template for profit and loss account (Regulation 48)</p> <p>Greene King provides blank profit and loss templates as part of the Schedule 1 information supplied to new and existing tenants. These templates are also available online under the business planning section of www.greenekingpubs.co.uk, and on Greene King's partner portal, www.pubpartners.net.</p> <p>It is confirmed that Greene King would also provide a blank template for a profit and loss account if whenever requested by the tenant.</p>
<p>49 Sale of freehold or long leasehold</p>	<p>Sale of freehold or long leasehold (Regulation 49)</p> <p>It is confirmed that Greene King observes the requirements of reg.49.</p> <p>In the reporting period Greene King sold seven pubs, of which only two required a reg.49(2) notice, which were served in the previous reporting period. All pubs were sold with vacant possession and therefore the extended protections of the Pubs Code did not apply.</p> <p>Ordinarily, where a pub has been identified for sale, the Greene King Business Development Manager will hold an initial face-to-face meeting with the tenant to advise on the position, which is followed up with discussion notes. Once the sale of the pub has exchanged, a letter is sent to the tenant from Greene King's solicitors confirming details of the purchaser.</p>
<p>50 Tied pub tenant not to suffer detriment</p>	<p>Tied pub tenant not to suffer detriment (Regulation 50)</p> <p>It is confirmed that Greene King does not subject its TPTs to any detriment on the grounds they have exercised, or attempted to exercise, any right under the Pubs Code Regulations.</p>
<p>51 Flow monitoring devices</p>	<p>Flow monitoring devices (Regulation 51)</p> <p>It is confirmed that Greene King observes the requirement under reg.51 to not subject a TPT to any detriment, or impose any liabilities on them as a result of any reading taken from a flow monitoring device, without</p>

	additional evidence in connection with the purchase and stock of alcohol at the tied pub.
54 Short agreements	<p>Short agreements (Regulation 54)</p> <p>It is confirmed that Greene King understands that a short agreement is one that entitles a tenant to occupy a tied pub for a total period of less than 12 month taking into account any short agreements previously granted to the TPT. It is also understood that certain regulations as specified in reg.54 do not apply in Greene King’s dealings with TPTs in connection with short agreements.</p> <p>Where another short agreement is granted to a TPT that has occupied the same pub for more than 12 months, Greene King follows the obligations of all relevant regulations that apply to long term tied tenancies. This means that Greene King provides all Schedule 1 information and requires the submission of a sustainable business plan, with evidence of independent professional advice, for the length of the agreement.</p> <p>In addition, where the occupation of a pub by a TPT residing on a short agreement goes beyond 12 months, Greene King writes to the TPT as soon as is reasonably practicable to confirm that they can rely on all regulations and the rights available.</p>
55 Pub franchise agreements	Not applicable
56 The investment exception In addition, address your POB’s compliance where Code rights are limited and/or exemptions exist and where they come to an end and full Code rights become available	<p>The investment exception (Regulation 56)</p> <p>It is confirmed that Greene King understands the requirements of reg.56, and the definition of a “qualifying investment”.</p> <p>Where a qualifying investment is being undertaken with a tied pub, a qualifying investment development agreement is prepared in accordance with reg.56.</p> <p>In the reporting period, Greene King has not had any qualifying investment agreement exemptions come to an end, and therefore has not had the requirement to notify a TPT of this. However, in these instances, Greene King would write to the TPT to confirm that the exemption period has ended.</p>
57 Void or unenforceable terms of a tenancy or licence	<p>Void or unenforceable terms of a tenancy or licence (Regulation 57)</p> <p>It is confirmed that Greene King understands the obligations of reg.57.</p>
Identify any and all steps taken to verify Code compliance in accordance with Core Code principles in any case where Code rights interact with POB right to possession, under LTA or otherwise (eg application of s 31(1)(g) LTA; application of s 146 Law of Property Act 1925	<p>Legal surrenders</p> <p>In the reporting period, Greene King dealt with three legal surrenders for long term leases. All three were undertaken on agreed terms as the TPTs wanted to leave the pub business.</p> <p>Section 146 notices</p> <p>In the reporting period, Greene King issued three Section 146 notices. Two related to breaches of the Coronavirus Act 2020, and one was related to the breach of licensing regulations. All were resolved to Greene King’s satisfaction.</p> <p>Forfeitures</p> <p>In the reporting period, it is confirmed that Greene King did not issue any forfeiture proceedings. Greene King is following the current Government</p>

legislation laid down by the Coronavirus Act 2020 which provides for a moratorium on commercial forfeitures. This moratorium has been extended to 25 March 2022.

Application of s.31(1)(g) Landlord and Tenant Act 1954

Decisions will sometimes be made to take back pubs from Greene King's Tenanted and Leased division for its own use in its Managed Pubs division. There may also be reverse transfers from Greene King's Managed division to its Tenanted and Leased division.

Greene King operates a central governance structure to oversee the management and optimisation of its estate, which consists of a monthly meeting chaired by an Asset Optimisation Director, who has oversight of the transfer process ensuring that relevant justifications are recorded to support Greene King's decisions. Final approvals are provided by the Chief Executive Officer and the Chief Financial Officer. These arrangements operate on a 'business as usual' basis and are not influenced by the receipt of an MRO Notice.

Section C – Breaches and complaints

9 Pubs entry training	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
10 A sustainable business plan	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
11 The required information	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
12 Duty of pub-owning business where tenant intends to assign the tenancy	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
13 Premises	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a

14 Short agreements	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
15 Duty to provide a rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
16 Contents of the rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
17 When the rent proposal must be provided	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
18 Further information and advice in relation to the rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
65 Rent proposals	Total number of breaches or alleged breaches	n/a
	Number of breaches or alleged breaches upheld	n/a

	Number of these breaches or alleged breaches not upheld	n/a
	Steps taken in relation to each breach or alleged breach and outcome	n/a
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
20 The rent assessment proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
21 Conduct of the rent assessment or the assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
22 Effect of the rent assessment or the assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
66 Rent assessments	Total number of breaches or alleged breaches	n/a
	Number of breaches or alleged breaches upheld	n/a
	Number of these breaches or alleged breaches not upheld	n/a
	Steps taken in relation to each breach or alleged breach and outcome	n/a

23 The MRO notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
24 A significant increase in the price of a product or service	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
25 A trigger event	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
26 The renewal of a pub arrangement	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
27 A rent assessment or an assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
67 Market rent only option: the MRO notice	Total number of breaches or alleged breaches	n/a
	Number of breaches or alleged breaches upheld	n/a

	Number of these breaches or alleged breaches not upheld	n/a
	Steps taken in relation to each breach or alleged breach and outcome	n/a
28 Arrangements during the MRO procedure: rent etc	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
29 Effect of tenant's notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
30 Terms and conditions required in proposed MRO tenancy	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
32 Failure to acknowledge the tenant's notice, provide a full response etc	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a

33 MRO procedure where a matter is referred to the Adjudicator in connection with the full response	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
34 The negotiation period	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
35 Failure to agree: right to refer to the Adjudicator or independent assessor	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
36 Appointment of the independent assessor	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
37 Independent assessor: procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
38 MRO procedure where a referral is made to the Adjudicator in	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0

connection with the independent assessor	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
39 End of the MRO procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
40 Disputes about rent etc payable during MRO procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
41 Business development managers	Total number of breaches or alleged breaches	1 alleged
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	1
	Steps taken in relation to each breach or alleged breach and outcome In the reporting period, Greene King's CCO received correspondence from a TPT which the CCO considered as a complaint in relation to the provision of discussion notes under reg.41. The correspondence was received following communication sent by the CCO to all TPTs to remind them of their rights in reference to Business Development Manager discussion notes. The CCO acknowledged receipt of the correspondence as a complaint and requested more information in order to be able to investigate the alleged breach. No further correspondence was received from TPT, therefore the CCO wrote to the TPT to advise that the complaint file would be closed although Greene King's complaint process remained available should the TPT wish to pursue matters further. In addition, it was also made clear that the TPT had the right to make a referral to the PCA if they so wished.	
42 Duty to appoint a compliance officer	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0

	Steps taken in relation to each breach or alleged breach and outcome	n/a
46 Insurance	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
47 Gaming machines	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
48 Blank template for profit and loss account	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
49 Sale of freehold or long leasehold	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
51 Flow monitoring devices	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
	Total number of breaches or alleged breaches	0

50 Tied pub tenant not to suffer detriment	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
54 Short agreements (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
55 Pub franchise agreements (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
56 The investment exception (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
57 Void or unenforceable terms of a tenancy or licence	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
Other complaints made by tenants	<p>Number and narrative of complaints made by TPTs about their tenancy during the reporting period not specifically reported on elsewhere, including the type/subject of complaint and outcome of the complaint.</p> <p>In the reporting period, Greene King received four complaints not directly related to specific provisions of the Pubs Code, and therefore considered non-Pubs Code complaints. To confirm, the CCO monitors the Greene King tenant complaints process and oversees all complaints that are received.</p>	

	<p>Complaint 1 Complaint related to personal Facebook messages posted by a suspected Greene King employee. Greene King responded accordingly to explain that it had no control over personal Facebook accounts. No further action was taken.</p> <p>Complaint 2 Complaint related to a rental valuation issue and a proposal to buy the property. The CCO investigated the alleged comments made by the TPT and a full response was provided. The complaint was not upheld.</p> <p>Complaint 3 Complaint related to issues following a licensing review and the associated costs. A full response was provided with an offer to part fund the licensing review costs. The TPT remained dissatisfied and the complaint was escalated to the responsible Operations Director. The complaint was not upheld. Discussions remain ongoing.</p> <p>Complaint 4 Complaint related to the settlement of a final account following a clerical error. A full response was provided by the credit control manager. The complaint was not upheld.</p>	
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Annexure One – Pubs Code Training and Rental Valuation Training

Annual Pubs Code Training Business Development Managers	
Participant	Date Completed
Participant 1	30-Jul-20
Participant 2	30-Jul-20
Participant 3	30-Jul-20
Participant 4	30-Jul-20
Participant 5	31-Jul-20
Participant 6	03-Aug-20
Participant 7	03-Aug-20
Participant 8	03-Aug-20
Participant 9	03-Aug-20
Participant 10	03-Aug-20
Participant 11	04-Aug-20
Participant 12	04-Aug-20
Participant 13	06-Aug-20
Participant 14	06-Aug-20
Participant 15	06-Aug-20
Participant 16	06-Aug-20
Participant 17	06-Aug-20
Participant 18	07-Aug-20
Participant 19	07-Aug-20
Participant 20	07-Aug-20
Participant 21	07-Aug-20
Participant 22	10-Aug-20
Participant 23	10-Aug-20
Participant 24	10-Aug-20
Participant 25	10-Aug-20
Participant 26	10-Aug-20
Participant 27	11-Aug-20
Participant 28	11-Aug-20
Participant 29	12-Aug-20
Participant 30	12-Aug-20
Participant 31	12-Aug-20
Participant 32	12-Aug-20
Participant 33	12-Aug-20
Participant 34	13-Aug-20
Participant 35	13-Aug-20
Participant 36	13-Aug-20
Participant 37	13-Aug-20
Participant 38	14-Aug-20
Participant 39	14-Aug-20
Participant 40	17-Aug-20
Participant 41	17-Aug-20
Participant 42	18-Aug-20
Participant 43	19-Aug-20
Participant 44	24-Aug-20
Participant 45	28-Aug-20

Rental Valuation Training Those responsible for conducting Rent Assessments	
Participant	Date Completed
Participant 1	18-Jun-20
Participant 2	18-Jun-20
Participant 3	18-Jun-20
Participant 4	18-Jun-20
Participant 5	18-Jun-20
Participant 6	18-Jun-20
Participant 7	18-Jun-20
Participant 8	18-Jun-20
Participant 9	18-Jun-20
Participant 10	18-Jun-20
Participant 11	18-Jun-20
Participant 12	18-Jun-20
Participant 13	18-Jun-20
Participant 14	18-Jun-20
Participant 15	18-Jun-20
Participant 16	18-Jun-20
Participant 17	18-Jun-20
Participant 18	18-Jun-20
Participant 19	18-Jun-20
Participant 20	18-Jun-20
Participant 21	18-Jun-20
Participant 22	18-Jun-20
Participant 23	18-Jun-20
Participant 24	18-Jun-20
Participant 25	18-Jun-20
Participant 26	18-Jun-20
Participant 27	18-Jun-20
Participant 28	18-Jun-20
Participant 29	18-Jun-20
Participant 30	18-Jun-20
Participant 31	18-Jun-20
Participant 32	18-Jun-20
Participant 33	18-Jun-20
Participant 34	18-Jun-20
Participant 35	18-Jun-20
Participant 36	18-Jun-20

Annexure Two – Pubs Code Communication Summary 01 April 2020 to 31 March 2021

Date	Format	Subject	Recipients	Description
03 April 2020	Email	Pubs Code Declaration	TPTs	Information about the Coronavirus emergency period declaration to pause and protect Pubs Code rights.
30 April 2020	Email	Pubs Code Declaration	BDMs	Pubs Code Declaration update including information published by PCA, and details of the new statutory advice note on 'Tied rent review dispute resolution clauses and disputes during the MRO procedure'.
01 May 2020	Email	Pubs Code Declaration	TPTs	Pubs Code Declaration update including information published by PCA, and details of the new statutory advice note on 'Tied rent review dispute resolution clauses and disputes during the MRO procedure'.
18 June 2020	Teams Meeting - training	Rent Assessment Refresher Training	BDMs	Delivery of Rent Assessment Refresher Training delivered by senior Estates Manager with Pubs Code update delivered by CCO.
24 June 2020	Email	Pubs Code Declaration	TPTs	Details about the Pubs Code Covid 19 Emergency Period ending.
13 July 2020	Email	PCA Research	TPTs	Details about the PCA's research into effective communications.
13 July 2020	Email	New PCA Factsheet - Trigger Events	TPTs	Included notification of the new PCA Factsheet - Trigger Events in the TPT general communications.
10 July 2020	Email	New PCA Factsheet - Trigger Events	BDMs	Notification to advise on new PCA Factsheet - Trigger Events.
23 July 2020	Email	Rent Assessment Proposals	BDMs (Estates Managers)	Reminder to ensure that Rent Assessment Proposals are served on an open basis.
06 August 2020	Email	PCA Communications Research	TPTs	Update on the PCA communications research and when the survey will begin.
21 August 2020	Teams Meeting	Tenant Support Briefing which included Pubs Code Update	BDMs	As part of the briefing, the CCO reminded BDMs around the importance of clear and detailed discussion notes, and the TPT right of response within 7 days.
24 August 2020	Email	PCA Communications Research Reminder	TPTs	Reminder that the PCA communications research starts 24 August and encouragement to participate.
27 August 2020	Email	Pubs Code - BDM Discussion Notes	TPTs	Reminder about discussion notes and their right of response including a reminder of Greene King's TPT complaints process.
01 September 2020	Teams Meeting - South East Team	Pubs Code Update	BDMs	General update on Pubs Code and reminders - PCA communications research, discussion notes, Rent Assessment Proposal's and complaints process.
01 September 2020	Teams Meeting - Mulls & Indy Team	Pubs Code Update	BDMs	General update on Pubs Code and reminders - PCA communications research, discussion notes, Rent Assessment Proposal's and complaints process.
04 September 2020	Internal weekly email	Pubs Code - Trigger Events	Pubs Partners Team (incl. BDMs)	Reminder of the PCA factsheet on Trigger Events.
07 September 2020	Teams Meeting - Estates Team	Pubs Code Update	BDMs (Estates Managers)	General update on Pubs Code and reminders - Discussion notes, Rent Assessment Proposals, complaints process, MRO agreement and completion of MRO Compliance Record.
08 September 2020	Teams Meeting - North Team	Pubs Code Update	BDMs	General update on Pubs Code and reminders - PCA communications research, discussion notes, Rent Assessment Proposal's and complaints process.
11 September 2020	Teams Meeting - South West Team	Pubs Code Update	BDMs	General update on Pubs Code and reminders - PCA communications research, discussion notes, Rent Assessment Proposal's and complaints process.
14 September 2020	Internal weekly email	Pubs Code - BDMs and CCOs	Pubs Partners Team (incl. BDMs)	Notification of the new factsheet published by the PCA about BDMs and CCOs.
18 September 2020	Internal weekly email	Updated Regulatory Compliance Handbook	Pubs Partners Team (incl. BDMs)	Notification of the PCA's updated Regulatory Compliance Handbook bringing together all 4 chapters.
18 September 2020	Email	Pubs Code Update - BDMs and CCOs factsheet and updated Regulatory Compliance Handbook	TPTs	Notification of the PCA's new factsheet about BDMs and CCOs and updated Regulatory Compliance Handbook published on 11 September 2020.
21 September 2020	Teams Meeting - Estates Team	Updated Regulatory Compliance Handbook	BDMs (Estates Managers)	Review of the Regulatory Compliance Handbook and Pub Partners ways of working.
September 2020	Insight magazine	Complaints Process Information	TPTs	Results of tenant survey and reminder of complaints process sent to all Partners.
05 October 2020	Teams Meeting - North Team	Updated Regulatory Compliance Handbook	BDMs	Review of the Regulatory Compliance Handbook and Pub Partner's ways of working incl. the new factsheet published by the PCA about Code avoidance and reports to the SoS.
06 October 2020	Teams Meeting - South East Team	Updated Regulatory Compliance Handbook	BDMs	Review of the Regulatory Compliance Handbook and Pub Partner's ways of working incl. the new factsheet published by the PCA about Code avoidance and reports to the SoS.
06 October 2020	Teams Meeting - Mulls & Indy Team	Updated Regulatory Compliance Handbook	BDMs	Review of the Regulatory Compliance Handbook and Pub Partner's ways of working incl. the new factsheet published by the PCA about Code avoidance and reports to the SoS.
09 October 2020	Email	Pubs Code - Code Avoidance and reporting to SoS Factsheet	TPTs	Notification of the PCA's new factsheet about Code avoidance and reporting to the SoS.
09 October 2020	Teams Meeting - South West Team	Updated Regulatory Compliance Handbook	BDMs	Review of the Regulatory Compliance Handbook and Pub Partner's ways of working incl. the new factsheet published by the PCA about Code avoidance and reports to the SoS.
09 October 2020	Internal weekly email	Pubs Code - Code Avoidance and reporting to SoS Factsheet	Pubs Partners Team (incl. BDMs)	Notification of the PCA's new factsheet about Code avoidance and reporting to the SoS.
13 October 2020	Email	PCA October Bulletin	TPTs	Notification of the PCA's October Bulletin.
16 October 2020	Email	PCA Investigation Report - CCO Letter	TPTs	Notification to TPTs about how Greene King considers stocking requirements and how Pubs Code compliance is managed.
16 October 2020	Internal weekly email	PCA October Bulletin & PCA Investigation Report details	Pubs Partners Team (incl. BDMs)	Notification of the PCA's October Bulletin and details of the PCA Investigation Report.
02 November 2020	Teams Meeting - Estates Team	Pubs Code Update	BDMs (Estates Managers)	Update on PCA's investigation into Star, MRO lease length, identifying and managing risks arising from lockdown measures which may impact TPTs accessing Code rights.
05 November 2020	Email	Pubs Code Update	TPTs	Notification of second Declaration and Emergency Period, first statutory review report, reminder on BDM discussion notes and availability of complaints process.
06 November 2020	Email	Pubs Code Update	BDMs	Notification of second Declaration and Emergency Period, first statutory review report, reminder on BDM discussion notes and availability of complaints process.
09 November 2020	The Vault	Updated Regulatory Compliance Handbook	Pubs Partners Team (incl. BDMs)	Publication of the Regulatory Compliance Handbook details on how Greene King complies with the PCA's expectations.
23 November 2020	Email	Appointment of IA's and Conflicts of Interest	BDMs (Estates Managers)	Shared OPCA letter regarding POBs obligations when appointing IAs and recording conflicts of interest.
26 November 2020	Email	Tenant Support - Our Code Duties	Pub Partners Executive Team	A reminder of the PCA's expectations in relation to the application of discretionary support and appropriate recording of discussion notes.
01 December 2020	Email	MRO vehicles - DOV by reference not compliant	BDMs (Estates Managers)	Notification to advise that DOVs by reference were not permissible (further to CCO workshop on 30 Nov) and referred to arbitration published in May 2020.
01 December 2020	Email	Pubs Code Declaration	TPTs	Details about the second Pubs Code Covid 19 Declaration ending on 2 December 2020.
02 December 2020	Power of One Call and Brief	Pubs Code Update	Pubs Partners Team (incl. BDMs)	Update on second Declaration ending, Star investigation, Statutory Review report, MRO lease length review, general reminder on discussion notes, PCA new entrant research, PCA's dilapidations consultation on statutory guidance.
07 December 2020	Teams Meeting - Estates Team	Pubs Code Update	BDMs (Estates Managers)	Details on completion of Compliance Record, MRO lease length findings, MRO vehicles, Trigger Event relating to Covid update.
18 December 2020	Internal Weekly Email	New letter for new tenants from CCO/ Technical Guide 14 - Arbitrations	Pubs Partners Team (incl. BDMs)	Note about the new letter which will be sent to new TPTs after 2 months reminding them about the Pubs Code, and advising that PCA has withdrawn Technical Guide 14 - Arbitrations.
18 December 2020	Email	PCA publishes more arbitration awards	TPTs	Note about the PCA publishing more arbitration awards.
22 December 2020	Email	PCA publishes new insurance factsheet	TPTs	Notice about the PCA's publication of the new insurance factsheet.
08 January 2021	Internal weekly email	PCA publishes new insurance factsheet	Pubs Partners Team (incl. BDMs)	Notice about the PCA's publication of the new insurance factsheet.
08 January 2021	Internal weekly email	PCA publishes more arbitration awards	Pubs Partners Team (incl. BDMs)	Note about the PCA publishing more awards.
08 January 2021	Teams Meeting - South West Team	Pubs Code Update	BDMs	Update on what's been happening with the PCA Lockdown Declaration, New tenant research incl Sch 1 info and business plans, discussion note reminder, Regulatory Compliance Handbook reminder and GK's ways of working.
12 January 2021	Teams Meeting - South East Team	Pubs Code Update	BDMs	Update on what's been happening with the PCA Lockdown Declaration, New tenant research incl Sch 1 info and business plans, discussion note reminder, Regulatory Compliance Handbook reminder and GK's ways of working.
12 January 2021	Email	Lockdown 3 - Declaration and Emergency Period	TPTs	Notification of a further Declaration and Emergency Period as a result of a third national lockdown.
19 January 2021	Teams Meeting - Mulls & Indy Team	Pubs Code Update	BDMs	Update on what's been happening with the PCA Lockdown Declaration, New tenant research incl Sch 1 info and business plans, discussion note reminder, Regulatory Compliance Handbook reminder and GK's ways of working.
21 January 2021	Teams Meeting - North Team	Pubs Code Update	BDMs	Update on what's been happening with the PCA Lockdown Declaration, New tenant research incl Sch 1 info and business plans, discussion note reminder, Regulatory Compliance Handbook reminder and GK's ways of working.
26 January 2021	Email	Published PCA Awards - summary update	BDMs (Estates Managers)	Circulation of an updated summary of published PCA referral awards for review and consideration in the preparation of any MRO proposals/ issues.
27 January 2021	Email	PCA's MA column about when pubs are sold	BDMs (Estates Managers)	Signposted the PCA's MA column about when pubs are sold and TPT rights.
22 February 2021	Email	PCA's MRO Research	TPTs	Notification of the PCA's further research into MRO and encouraged participation.
12 March 2021	Email	Pubs Code Reminder and PCA publication updates - new factsheet, Star Action Plan, Discovery report	TPTs	Reminder about the end of declaration period and notification of the new publications published by the PCA, new rent proposals factsheet, PCA communications research and what TPTs want, and Star Pubs and Bars Action Plan.
26 March 2021	Email	Pubs Code Emergency Period - Ends 31 March 2021 and Discussion Notes reminder	TPTs	Notification that the emergency period ends on 31 March 2021 and details to remind TPTs about the provision of discussion notes by BDMs.

Annexure Three – Pubs Code Compliance Governance Structure

