



Annual Compliance Report

Pubs Code etc. Regulations 2016 (England and Wales)

Reporting Period

1 April 2021 to 31 March 2022

Compliance Officer

Julie Jolly

Preface

Under Regulation 43 of the Pubs Code etc. Regulations 2016 a pub-owning business must ensure that the Compliance Officer submits an annual compliance report to the Pubs Code Adjudicator relating to each financial year as is defined by Section 72(1) of the Small Business, Enterprise and Employment Act 2015.

Annual Compliance Report 2021-22

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

Notes on Submission and Publication

As per Regulation 43(2) of the Pubs Code, pub-owning businesses should submit their full compliance report to the Office of the Pubs Code Adjudicator no later than 31st July 2022.

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

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

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

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

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

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

Submitted by

Code Compliance Officer for (POB)

Audit Committee Statement on 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 2021 to 31 March 2022.

Regulation 43(5) - Greene King does not have an Audit Committee therefore this report has been subject to approval by Greene King's 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 (CCO) attends a monthly business review meeting with the Greene King executive board, where an update on Greene King's ongoing 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.

Greene King's culture and ways of working ensures that the core code principles are upheld. This includes regular communication with its TPTs to ensure they are aware of and familiar with the rights conferred on them.

Julie Jolly

Greene King

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
Total number of Pubs Code Agreements at the beginning of the reporting period (1 April 2021).	812	
Total acquisitions - that fall under the Pubs Code - during this reporting period.	0	This includes newly acquired pubs or new builds.
Additional tied pubs - that were already owned - during this reporting period.	23	This includes previously closed pubs re-opened, transfers from other parts of the estate (Mgd, FOT etc).
Total number of tied pubs - from this reporting period - that are no longer tied but still owned by your POB.	32	This includes temporarily closed pubs (no agreement in place) , transfers to other parts of the estate (Mgd, FOT etc).
<ul style="list-style-type: none"> • Of which, are now part of your POB's managed estate. 	8	
Total disposals during this reporting period.	1	In the reporting period Greene King sold three pubs. However two pubs were previously identified as permanent closures and therefore were excluded from reporting. The third pub was identified as a temporary closure and was therefore included in the reporting.
<ul style="list-style-type: none"> • Of which, were to another POB. 	N/A	
<ul style="list-style-type: none"> • Of which, were sold to a person who is not a landlord of 500 or more tied pubs. 	1	
<ul style="list-style-type: none"> • Of which, were permanently closed or disposed for other use. 	N/A	
Total number of Pubs Code Agreements at the end of the reporting period (31 March 2022).	803	
<ul style="list-style-type: none"> • Of which, how many are: 		
<ul style="list-style-type: none"> • Agreements contracted into the Landlord and Tenant Act 1954. 	327	
<ul style="list-style-type: none"> • Agreements not contracted into the Landlord and Tenant Act 1954. 	401	
<ul style="list-style-type: none"> • <input checked="" type="checkbox"/> Short agreements under regulation 14. 	50	
<ul style="list-style-type: none"> • <input checked="" type="checkbox"/> Tenancy at Wills (TAW's) in occupation for a period of 12 months or more. 	25	
<ul style="list-style-type: none"> • <input checked="" type="checkbox"/> Qualifying Investments under regulation 56. 	34	
Total number of franchise agreements at the end of the reporting period (31 March 2022).	4	
<ul style="list-style-type: none"> • Of which, those that fall under regulation 55 	4	
<ul style="list-style-type: none"> • Of which, those that fall outside the Pubs Code Agreement 	0	In the reporting period Greene King had 10 managed operator agreements which were not considered franchise agreements and not considered Pubs Code agreements.
Total number of Pubs Code Agreements that ended during this reporting period.	242	Of this number, 101 were short agreements in accordance with Reg.54.
Number of legal surrenders.	5	

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	2	
• 6 years or more.	3	
Number of forfeitures.	0	
• Of which, the tenant was in place for:		
• Less than 1 year.	N/A	
• Between 1-2 years.	N/A	
• Between 3-5 years.	N/A	
• 6 years or more.	N/A	
Number of assignments.	5	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	1	
• 6 years or more.	4	
Number of abandonments.	1	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	1	
• 6 years or more.	0	
Total number of regulated tenants with a <i>contractual right to renew</i> (as of 31 March 2022)	24	
Number of tenants who actually exercised their right to renew.	0	
• Of which, the POB consented.	0	
• Of which, the POB opposed.	0	
Number of renewals under the Landlord and Tenant Act 1954 during this reporting period.	14	There were 14 agreements with a statutory renewal date that fell in the reporting period.
Number of Section 25 Notices issued	15	
• Of which, those opposing a new tenancy.	0	

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
• Of which, those proposing a variation of the terms.	9	
Number of Section 25 Notices served after MRO notice received.	0	
Number of Section 26 Notices opposed.	0	
Number of Section 26 Notices unopposed.	1	
Number of 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.	0	
• Of which, the number of objections to a new tenancy that were upheld.	N/A	
• Of which, the number of objections to a new tenancy that were dismissed.	N/A	
• Of which, are still ongoing?	N/A	

New tenants and agreements within this reporting period		
Number of actual new tenants / legal entities (i.e. not tenants / legal entities that have previous or existing arrangements with your POB) that fall under the Code.	70	
Number of new tied-tenancy agreements.	257	Of this number, 99 were short agreements in accordance with Reg.54.
Number of tied-tenancies that were previously under the Landlord and Tenant Act 1954, but no longer fall within this Act.	21	

Rent proposals		
Total number of rent proposals provided in this reporting period.	514	
• Of which, those under regulations 15(2-5).	0	
• Of which, those under regulation 15(6).	0	
• Of which, those under regulation 15(7). - where the POB notifies the tenant of a proposal to negotiate a new agreement	514	This number includes all matters 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.

Rent assessment proposals		
Number of rent assessment proposals provided under regulation 19(1)(a) - a rent review required under the terms of a tenancy or licence of a tied pub.	80	
Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those:	3	
• Provided	2	

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
• Rejected	1	This matter was rejected as the agreement was free-of-tie.
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0	
• Provided	N/A	
• Rejected	N/A	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0	
• Provided	N/A	
• Rejected	N/A	

Market Rent Only (MRO)		
Number of MRO Notices received, of which those:	34	
• Accepted	34	
• Rejected	0	
• Withdrawn	0	
Number of MRO Notices received under regulation 24 – significant increase in price, of which those:	0	
• Accepted	N/A	
• Rejected	N/A	
Number of MRO Notices received under regulation 25 – trigger event, of which those:	0	
• Accepted	N/A	
• Rejected	N/A	
Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those:	3	
• Accepted	3	
• Rejected	0	
Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those:	31	
• Accepted	31	
• Rejected	0	
Number of full responses to rejected MRO Notices issued.	N/A	
Number of full responses to accepted MRO Notices issued.	32	
Where a MRO Notice has been accepted; those that resulted in:		

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
• Free-of-tie arrangements that are:		
• New agreement - including short term agreements.	4	
• Deed of variation.	0	
• New tied arrangements that are:		
• Agreed by new agreement.	12	
• Other new tied arrangements (rent or other terms).	9	
• Tied tenant departure from the pub.	2	
• Other outcomes.	0	
• Ongoing – yet to be concluded.	18	
Length of MRO tenancies initially offered by POB		
Minimum period (in months)	48	
Maximum period (in months)	252	
Most commonly offered length of period (in months)	60	
Length of MRO tenancies requested by tenants		
Minimum period (in months)	240	The periods shown were not specifically requested by the TPT, however they formed part of the MRO negotiations in respect of three MRO matters.
Maximum period (in months)	240	
Most commonly offered length of period (in months)	240	
Length of MRO tenancies agreed		
Minimum period (in months)	48	
Maximum period (in months)	180	
Most commonly agreed length of period (in months)	180	
Independent Assessors		
Number of Independent Assessor appointments, of which those:	3	
• Jointly agreed with the tenant.	3	Following the IA appointment, one TPT withdrew their IA referral.
• Appointed by the PCA.	0	
Number of cases where rent was determined by the IA	2	
Number of Independent Assessors determinations challenged under:		
• Regulation 37(10)	1	
• Regulation 37(11).	0	

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
Buildings Insurance		
Number of tenants requesting to price match their building insurance.	3	
<ul style="list-style-type: none"> Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5). 	2	
<ul style="list-style-type: none"> Number of unsuccessful price match requests. 	1	The price-match was unsuccessful as it did not meet the price-match criteria.
Number of occasions when you have purchased the tenant's alternative policy.	0	

Gaming machines		
Number of new Pubs Code tied agreements, including renewal, in which:		
<ul style="list-style-type: none"> The tenant elects in the tenancy or licence agreement to have a gaming machine, and are required to purchase or rent this from your POB or a nominated supplier. 	5	
<ul style="list-style-type: none"> The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier. 	27	
<ul style="list-style-type: none"> The tenant has sourced a free-of-tie machine agreement with a third-party supplier. 	Unknown	There is no obligation on a TPT to notify Greene King of this information.
<ul style="list-style-type: none"> The tenant has chosen not to have a gaming machine. 	Unknown	

Sale of freehold or long leasehold		
Number of notifications under regulation 49(2).	0	During the reporting period Greene King sold three pubs. However two pubs were already identified as permanent closures and therefore were excluded from the PCA quarterly estate data reporting. The third pub was identified as a temporary closure and was therefore included in the quarterly estate data. In all three matters the requirements of Reg.49 did not apply.
On how many occasions has your POB relied upon the exemption in regulation 49(3)?	0	

Compliance Area	Details	POB Response	Additional Response Space
Entering into an Agreement:			
Pub Entry Training Regulation: 9	<p>1. Provide a detailed report on your POB's compliance with the pub entry training requirements; identifying steps taken to verify and improve compliance.</p>	<p>Greene King recognises the British Institute of Inn-keeping (BII) online Pre-Entry Awareness Training (PEAT) as "appropriate pre-entry training" in accordance with regulation 9. It is mandatory training unless the tied pub tenant meets at least one of the conditions stated in the regulation. Where a TPT meets one of the pre-entry training conditions, the BDM seeks approval from the Compliance Officer to rely on one of the conditions. Where approved Greene King requires the TPT to sign an exemption agreement, which is produced as part of the agreement documentation pack.</p> <p>Greene King has been working with the Office of the PCA and Code Compliance Officers in support of a review of the PEAT training with a view to improving content. This project remains ongoing and in conjunction with the BII.</p> <p>Greene King also conducts its own 3-day residential welcome induction programme. This is a mandatory induction programme for all new Greene King TPTs, and is delivered by our in-house learning and development team. It is held at Greene King's brewery in Bury St Edmunds, where new TPTs get to see and experience Greene King's heritage.</p> <p>The induction programme covers everything a new TPT needs to know and understand about running their pub business, from people management to financial controls and financial fitness. This programme has been developed over many years, working with industry experts, trainers and tenants, and continues to evolve to meet the changing landscape of the on-trade licensed industry. It is award-winning training, recognised by the BII through their National Innovation in Training Awards, which Greene King has won on several occasions, most recently in 2019.</p>	<p>In addition to the TPT induction programme, Greene King provides a mandatory franchise induction programme for its new franchisees. This programme, while similar to the tenanted and leased induction programme, contains more in-depth information around the franchise business model know-how and operating procedures.</p> <p>Greene King also provides other essential training such as the Award for Personal Licence Holders, Level 2 Food Safety and Cellar Management alongside other flexible training provisions for TPTs and their teams including online, workshop and in-pub training.</p> <p>We want our TPTs to be the very best and be successful so our training and development provides everything that is needed to make that happen.</p> <p>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
Sustainable Business Plan Regulation: 10	<p>2. Provide a detailed report on the process your POB follows when considering whether a tenant's business plan is sustainable.</p> <p>Include how you arrive at your opinion that the forecast of income and net profit is reasonable and realistic.</p>	<p>A new TPT is required to submit their sustainable business plan, along with evidence of independent professional advice, to the recruitment team prior to what is known as a Pub Specific Interview (PSI). The recruitment process is managed through our management information system called Connect.</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 (BDM) and Operations Director (OD) to verify that the business plan is sustainable.</p> <p>The business plan will be discussed in detail with the TPTs and will include reviewing the proposition vs the financials to support and deliver the outcomes the TPT is seeking to achieve. The financial elements will be reviewed against the Shadow P&L assessed by Greene King and discussions will be held around the different assumptions that are made.</p> <p>The output of these discussions are captured in a PSI record in Connect where the BDM is required to capture specific Business Plan commentary. The PSI record provides a checklist for all other items to be discussed in the meeting, and is signed by the TPT, who receives a copy.</p>	<p>Following the PSI, the TPT will be invited to attend a further meeting with a senior member of our operations team, usually the OD, where further discussions about the business plan will take place and comments captured in an OD record. This meeting is known as the Operations Director Interview (the ODI).</p> <p>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
Schedule 1 Regulation: 11	<p>3. Provide a detailed report on your POB's compliance with the information provision requirements specified in Schedule 1, identifying steps taken to verify and improve compliance.</p>	<p>Where a new TPT has shown interest in a specific pub, a Schedule 1 information pack is prepared and sent to them by email from Greene King's tenancy, lease and franchise recruitment team. There are specific checklists that the recruitment team complete to verify all the required information is sent which is recorded in our management information system, Connect.</p> <p>A covering letter sets out the actions the TPT 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 new TPT. In the reporting period enhancements have been made to the way in which the information is presented to make it easier to follow and understand, such as a more detailed contents page.</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>Greene King recognises the importance of ensuring that any new TPT understands the information that has been provided. To test the new tenants understanding we are making enhancements to the PSI record to capture answers to specific questions in order to demonstrate the new TPT understanding.</p> <p>During the reporting period, Greene King also introduced a new Pubs Code leaflet to complement the PCAs own resources. This leaflet provides a summary of key Pubs Code information including Code Compliance Officer contact information and signposts where to obtain more information. This leaflet is included in the Schedule 1 information pack and the agreement offer documentation pack. When introduced, a supply was provided to our BDMs to hand deliver during their TPT visits.</p> <p>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
Assignments Regulation: 12	<p>4. Provide a detailed report on your POB's compliance with the POBs duty when a tenant intends to assign tenancy, identifying steps taken to improve and verify compliance.</p> <p>Specifically identify how - when the tenant requests an assignment - your POB satisfies itself that:</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 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 TPT is required to pay and includes the information that is required in consideration of the buyer (assignee).</p> <p>The TPT 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.</p>	<p>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
	4.1 It complies with the provisions in regulation 12(4)(a)	When an assignee has been identified, Greene King's recruitment process is followed in the same way as a new TPT entering a new agreement. Greene King will prepare a Schedule 1 information pack and send it to the assignee via email.	
	4.2 It complies with the provisions in regulation 12(4)(b)	The Schedule 1 information pack includes information relating to the completion of pubs entry training.	
	4.3 It complies with the provisions in regulations 12(4)(c)	The Schedule 1 information pack includes information relating to independent professional advisors.	

Section B – Code compliance

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

Compliance Area	Details	POB Response	Additional Response Space
<p>Premises Regulation: 13</p>	<p>5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; Identifying steps taken to verify and improve compliance.</p>	<p>Advice Before entering into a new tied agreement, a TPT 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 TPTs) are strongly recommended and regularly reminded to read.</p> <p>Agreement As part of the Schedule 1 information, a specimen copy of the agreement is provided to the TPT which will contain details of the repairing obligations. For tenancy agreements, a Maintenance and Service Agreement accompanies the occupational agreement. This document sets out clearly the TPTs responsibility and Greene King's.</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 or existing TPT as part of the Schedule 1 information pack which is provided before they enter 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. When works are completed an updated SOC is prepared and supplied to the TPT in accordance with Reg.13(6) as soon as reasonably practicable.</p>	<p>Schedule of Dilapidations Schedule of Dilapidations (SOD) are carried out in accordance with the terms of the agreement, and at least 6 months before the end of the agreement. A dilapidations inspection is undertaken by an externally appointed chartered surveyor who will prepare the SOD.</p> <p>For TPTs on tenancy agreements, a SOD is prepared and provided no later than six months before the end of the agreement. For TPTs on fully repairing and insuring (FRI) 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 FRI lease. Where a FRI lease renewal is occurring sensible timeframes will be agreed for the completion of any works required, which will take into consideration the nature and size of the works.</p> <p>Where access to a property is required, reasonable notice is given to the TPT, except in an emergency in accordance with Reg. 13(9).</p>
<p>Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22)</p>	<p>6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes.</p>	<p>Greene King recognises the importance of ensuring TPTs are clear on their repairing obligations and how dilapidations are actively managed through the lifetime of a FRI lease.</p> <p>To support those TPTs occupying pubs on FRI leases, an annual notification is sent to them reminding them of their repairing obligations. This is further supplemented by an informal property inspection conducted by one of Greene King's in-house property surveyors around every 12 – 18 months. This visit is designed to assist the TPT in understanding their property obligations and to guide them in any potential issues that may arise and the actions they may need to consider taking to manage any issues and their ongoing obligations. In addition, an interim SOD will be prepared and issued every 5 years.</p> <p>A dilapidations process letter is sent 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>Greene King's Running a Pub Information Guide provides information about the SOC and SOD and the accompanying procedures, along with details of the procedure relating to dilapidation disputes.</p>	
<p>Short agreements Regulation: 14</p>	<p>7. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; Identifying steps taken to verify and improve compliance.</p>	<p>Where a new TPT is entering a short agreement, they are provided with the required information as specified in Reg.14. The information pack is prepared and sent to them by email from Greene King's tenancy, lease and franchise recruitment team. The sending of this information is recorded in our management information system, Connect.</p> <p>A covering letter sets out the actions the TPT needs to take, including preparing a short business plan, obtaining independent professional advice, and advising about pre-entry training.</p>	<p>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
<p>Ending a Tenancy:</p>			
<p>Forfeitures</p>	<p>8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice.</p>	<p>Section 146 notices are used as the remedy for a 'non rent' breach relating to a Greene King agreement.</p> <p>Greene King's approach is to seek amicable solutions wherever possible without the need for legal interventions. However, this is not always possible and so Greene King will rely on Section 146 notices to place focus on the breach. If the breach is remedied, the Section 146 will be withdrawn.</p> <p>Instructions to serve Section 146 notices are managed by our Senior Credit and Operations Manager, and will follow consultation with the BDM, OD, Finance Director and Managing Director, where required. Given the legal nature of these notices, Greene King uses external lawyers to manage the process.</p> <p>In the reporting period, Greene King issued one Section 146 notice due to the TPT not operating the pub in accordance with their agreement.</p>	
<p>Rent Proposals: Regulations: 15-18</p>	<p>9. Provide a detailed report on your POB's compliance with rent proposals, identifying steps taken to improve and verify compliance.</p>	<p>Duty to provide a rent proposal and when In the reporting period Greene King has not received a TPT request to provide a rent proposal under Reg.15(1) to(6). 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 new TPT, in accordance with Reg.15(7) a Rent Proposal is provided as part of the Schedule 1 information for the new agreement proposal and before the TPT considers the advice referred to in Reg.10(2)(a).</p> <p>Ordinarily, and as additional information for the TPT, Greene King provides a Rent Proposal alongside an unopposed Section 25 notice.</p> <p>Contents of the rent proposal The contents of the rent proposal contain the information specified in Schedule 2 and is provided alongside the information requirements of Schedule 1. The rent proposals are prepared in accordance with RICS guidance which is confirmed by Greene King's Estates Managers who are members of the RICS.</p> <p>Further information and advice in relation to the rent proposal The level of information provided as part of the rent proposal is very comprehensive and so there are very few requests for additional information. However, our Estates Managers are readily available to answer any queries a TPT or their advisor may raise.</p>	<p>Notwithstanding, Greene King will comply with any reasonable request for additional information that enables the TPT to understand the rent proposal, and provide the information within seven days of request.</p> <p>All TPTs are advised in writing, by way of the rent proposal covering letter, to obtain independent professional advice before agreeing to a new rent.</p> <p>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
<p>Transitional provisions Regulation: 65</p>	<p>9.1 Provide a detailed report on your POB's compliance with the transitional provisions in respect of rent proposals, identifying steps taken to improve and verify compliance.</p>	<p>This regulation relates to transitional provisions and is not applicable to Greene King.</p>	

Compliance Area	Details	POB Response	Additional Response Space
Rent Assessment Proposals: Regulations: 19-22	10. Provide a detailed report on your POB's compliance with rent assessment proposals, identifying steps taken to improve and verify compliance.	<p>Duty to conduct a rent assessment Greene King's rent assessment process is managed by Greene King's estates team and is well established. To support the process we use our management information system, Connect, to track and record key dates and actions. In the reporting period.</p> <p>The rent assessment proposal Greene King issued 80 rent assessment proposals in accordance with Reg.19(1)(a) and Greene King received three rent assessment requests under Reg.19(2)(b). Greene King's rent assessment proposals are produced using a bespoke application called the Rent Centre. A Rent Assessment Proposal Overview form and a Shadow Profit and Loss Report are produced which contain the information as specified in Schedule 2. The Schedule 1 information is prepared to accompany the rent assessment proposal. During the reporting period, it was identified through regular compliance monitoring that two of the rent assessment proposals issued under Reg. 19(1)(a) were not sent in accordance with Reg.20(2)(a).</p> <p>Incident One Cause: The Estates Manager had recorded an incorrect Rent Review date on a personal schedule and failed to double-check the source data contained within the management information system. Remedial action: The Estates Team were instructed not to create or use personal schedules and only use the source data in the management information system. More forward looking reviews were introduced by the Estates Team in the management of key deadlines to mitigate against any potential errors with deadline dates. Detriment consideration: Although the rent assessment proposal was sent late, it was concluded that the TPT had not suffered any detriment as all rights of the Pubs Code remained open to them.</p>	<p>Incident Two Cause: A Deed of Variation (DOV) had been issued to the TPT to vary the rent review date, which would have meant a rent review was not due. However, the DOV had not been returned by the TPT and therefore the original rent review date remained in place. Remedial Action: The responsible Estates Manager was instructed to secure the return of a signed DOV as soon as possible, or undertake a rent assessment immediately. A rent assessment was duly undertaken and a rent assessment proposal sent to the TPT. Detriment consideration: Although the rent assessment proposal was sent late, it was concluded that the TPT had not suffered any detriment as all rights of the Pubs Code remained open to them.</p> <p>Further to these incidents, it was recorded that two rent assessment proposals were inadvertently sent on a 'without prejudice' basis. On discovering the issue the TPT's advisor (who acted for both parties) was duly contacted in writing by the CCO and advised that Greene King would not seek to rely on this basis. Both incidents related to templated documents used for rent assessment requests. These templates were subsequently updated. All other rent assessment requests made since September 2019 were reviewed and no other issues were identified in respect of this matter.</p> <p>In all cases no complaints were raised by the TPTs affected.</p> <p>Conduct of the rent assessment It is confirmed that Greene King's rent assessments are conducted in accordance with the RICS guidance and in accordance with Reg.21. Where requested it is confirmed that Greene King would comply with any reasonable request for information made by the TPT or a person acting on behalf of the TPT which may be relevant to the initial or revised rent, or may help the TPT to understand the rent</p>
Transitional provisions Regulation: 66	10.1 Provide a detailed report on your POB's compliance with the transitional provisions in respect of rent assessment proposals, identifying steps taken to improve and verify compliance.	This regulation relates to transitional provisions and is not applicable to Greene King.	
MROs:			
MRO - Notice Regulations: 23-27	11. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	<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 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 a MRO notice where information is not overtly obvious i.e. generic emails asking about the MRO option, unclear TPT details. In these instances a prompt response is made to the TPT to ensure where they have a legitimate MRO right, they are able to exercise their right in time. The response will outline the issue and will set out the MRO procedure, signposting all relevant information, such as the PCAs website, Greene King's Running a Pub Information Guide and the PCAs own 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>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>
	11.1 Provide a detailed report of your POBs handling of tenants' who claim a significant price increase event (Reg 24), including the nature of the circumstances relied upon by the tenant.	<p>During the reporting period, Greene King received no MRO notices that sought to rely on Reg.24.</p> <p>However, if Greene King had received a request in relation to Reg.24, the validity of the request would be reviewed and whether agreed or disagreed, Greene King would respond in accordance with Reg.29.</p>	
	11.2 Provide a detailed report of your POBs handling of tenants' who claim a trigger event (Reg 25), including the nature of the circumstances relied upon by the tenant.	<p>During the reporting period, Greene King received no MRO notices that sought to rely on Reg.25.</p> <p>However, if Greene King had received a request in relation to Reg.25, the validity of the request would be reviewed and whether agreed or disagreed, Greene King would respond in accordance with Reg.29.</p>	
	11.3 Provide a detailed report of your POBs handling of tenants' who request a MRO option in a renewal of a pub arrangement (Reg 26), including the nature of the circumstances relied upon by the tenant.	<p>During the reporting period, Greene King received three MRO notices which sought to rely on Reg.26. All were accepted and acknowledged in accordance with Reg.29.</p>	
	11.4 Provide a detailed report of your POBs handling of tenants' who request a MRO following a rent assessment proposal (Reg 27).	<p>During the reporting period, Greene King received 31 MRO notices which sought to rely on Reg.27. All were accepted and acknowledged in accordance with Reg.29.</p>	
MRO - Procedure Regulations 28-35	12. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	<p>Arrangements during the MRO procedure: rent etc 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 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>Effect of tenant's notice 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. 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. 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>Greene King requests the TPT to confirm receipt of their MRO Full Response.</p>	<p>Terms and conditions required in proposed MRO tenancy 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>Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.</p>

Compliance Area	Details	POB Response	Additional Response Space
	12.1 Provide a detailed report on how your POB handles terms and conditions regarded as unreasonable - in regards to MRO tenancy (Reg 31).	Greene King does not believe that its proposed MRO agreements contain terms and conditions which are regarded as unreasonable. Greene King confirms that it has not, and does not, include landlord-only break clauses, service ties other than buildings insurance, or other terms which are not common between landlords and TPTs who are not subject to product or service ties. Greene King will periodically review its MRO agreement terms and conditions to ensure they are reflective of the terms found in the free-of-tie market-place. This is conducted with our legal advisors who are experienced with the licensed trade and the Pubs Code. The MRO Full Response is accompanied by a MRO Compliance and Declaration Record which includes details of the considerations made in the MRO proposal.	Following the provision of the MRO Full Response, Greene King will discuss with the TPT any terms they believe to be unreasonable in an effort to settle terms which are satisfactory for both parties.
	12.2 Provide a detailed report on how your POB handles failure to acknowledge the tenant's notice, or to provide a full response (Reg 32)	There were no failures to acknowledge or failures to provide a full response recorded in the reporting period. Greene King was subject to 12 referrals made in reference to the MRO Full Response. All were considered by the TPT as non-MRO compliant in accordance with Reg.32(1)(b). Of these referrals, seven were concluded and five remain in process.	
	12.3 Provide a detailed report of how your POB reaches decisions regarding the length of the lease at renewal.	The MRO tenancy length proposed following a renewal mirrors the term of the tied lease proposed pursuant to the 1954 Act.	
MRO - Independent Assessor Regulations: 36-38	13. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	Appointment of the independent assessor On receipt of a notice of intent to refer to an Independent Assessor, Greene King will acknowledge the notice and enclose the PCAs criteria for the Independent Assessor appointment, along with the PCAs MRO procedure flowcharts. 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. During the reporting period, there were three matters where joint agreement with the TPT was made in the appointment of an Independent Assessor. Independent assessor: procedure and MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor Greene King will appoint a third party to act on its behalf during the independent assessor process, and will ensure that the independent assessor directions are followed. This includes the requirement for Greene King to provide to the Independent Assessor all information as detailed in Schedule 3 of the Code.	During the reporting period, there was one instance where Greene King made a referral to the PCA in accordance with Reg.37(10). The Orders contained within the PCAs award were fulfilled in accordance with Reg.38(2)(a) which required the IA to re-issue their determination. Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
MRO - End of Procedure Regulations: 39 and 40	14. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	End of the MRO procedure When a TPT confirms in writing their decision to accept the MRO proposal, Greene King will act to ensure the agreement is entered into as soon as reasonably practicable. Where a TPT wishes to end the MRO procedure early and chooses to stay tied, Greene King will request that this is placed in writing. Once a MRO procedure has ended Greene King will confirm this in writing and request feedback using the PCA's questionnaire. Disputes about rent etc payable during MRO procedure In the reporting period, Greene King has not been subject to or submitted a PCA referral in relation to Reg.40.	
MRO - Transitional Provisions Regulation: 67	15. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	This regulation relates to transitional provisions and is not applicable to Greene King.	
Business Development Managers: Regulation: 41	16. Provide a detailed report on your POB's compliance with BDM regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	All new Greene King employees defined as a BDM complete a thorough induction programme which includes Pubs Code training. The Pubs Code training is delivered through the combination of a face-to-face training session with the CCO and e-learning modules, which also cover Rent Assessment training. Annual refresher training is delivered through e-learning modules. This is further supplemented by the CCO attending BDM 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, where required, along with regular updates offering advice and reminders on processes and procedures. The ongoing training and development of BDMs is tailored to meet their specific needs and ranges from buddying with experienced BDMs 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. Greene King is committed to the continuous professional development of its BDMs and this is documented in Greene King's Running a Pub Information Guide provided to TPTs. All Greene King employees who engage with TPTs are required to record discussion notes. These are recorded through an online application called the Pub Communications App. This application is linked to Greene King's process management system, Connect.	The discussion note and covering email include a standard message about the TPT responding within seven days of receiving the notes if they disagree with any aspect of the them. During the reporting period Greene King has been finalising the development of an updated version of the Pub Communications App. This will provide the BDM with an enhanced tool and will provide a more robust process of recording TPT discussion note disagreements and highlighting when discussion notes must be sent. The new version of the Pub Communications App is due for delivery in June 2022. During the reporting period, 6,619 discussion notes were issued. Following compliance monitoring, there were five separate instances identified in the reporting period that were not fully compliant with Reg.41(4). In four of these instances the CCO wrote to the affected TPTs advising them of the situation and provided the seven day window of response along with details of the Greene King's complaints procedure. In one of the instances it was not deemed necessary to write. Greene King satisfied itself that no detriment was caused in each of the instances and no TPT complaints were received. On an ongoing basis, the CCO regularly reminds BDMs of their requirements under Reg.41.

Section B – Code compliance

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

Compliance Area	Details	POB Response	Additional Response Space
Insurance: Regulation: 46	17. Provide a detailed report on your POB's compliance with insurance provision regulations, identifying steps taken to improve and verify compliance.	Greene King insures its business by way of a group block-policy that covers all assets across its entire business, 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. 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.	
	17.1. With specific regard to regulation 46(2)(a); please confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and, if so, that this information has been communicated to your tenants.	The Greene King building insurance is recharged to TPTs based on pre-agreed charges. The excess payable by a TPT in the event of a claim is £1,000 which is documented in Greene King's Guide to Insurance provided to TPTs. TPTs are also reminded of this each year in the insurance renewal correspondence that is sent in accordance with Reg.46(4).	
	17.2 With specific regard to regulation 46(2)(b); please confirm if your POB - or any other group - receives, or expects to receive any commission or rebate and, if so, that this information has been communicated to your tenants.	Greene King does not receive any commission or rebate in connection with the group block-policy, which is documented in Greene King's Guide to Insurance provided to TPTs. TPTs are also reminded of this each year in the insurance renewal correspondence that is sent in accordance with Reg.46(4).	
	17.3 Provide a detailed report on your POB's compliance with regulation 46(3), identifying steps taken to improve and verify compliance. Include here, details on how your POB - or any third party selected by the POB - assesses if the tenant's suggested insurance policy is suitable and comparable.	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 price-match policy are included in the Guide to Insurance and Running a Pub Information Guide. These guides are provided to TPTs and they are available to download by existing TPTs from the online TPT portal www.PubPartners.net. 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 from 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). 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.	During the reporting period the CCO reminded Greene King's TPTs of its insurance price-match policy. In the reporting period, 16 pubs enquired about Greene King's price-match policy. Of the 16 pubs, three pubs requested a price-match, two were successfully price-matched and one was not as it did not meet the price-match criteria.
Miscellaneous			
Gaming Machines Regulation: 47	18. Provide confirmation that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	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.	
Sale of Freehold / Long Leasehold Regulation: 49	19. Provide a detailed report on your POB's compliance with sale of freehold / long leasehold regulations, identifying steps taken to improve and verify compliance.	Where a pub has been approved for sale, a BDM will hold an initial face-to-face meeting with the tenant to advise on the position prior to the pub being placed on the market. This meeting will be documented by way of a discussion note. Once the sale of the pub has exchanged, a letter will be sent to the TPT from Greene King's lawyers confirming details of the purchaser and information about Extended Protections. Details of any pubs sold, where a TPT remains the tenant, will be sent to the PCA as part of Greene King's quarterly data submission. During the reporting period Greene King sold three pubs. However two pubs were already identified as permanent closures and therefore were excluded from the PCA quarterly estate data reporting. The third pub was identified as a temporary closure and was included in the quarterly estate data. In all three matters the requirements of Reg.49 did not apply and therefore were not engaged.	
	19.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.	Details as above.	
Detriment Regulation: 50	20. Provide a detailed report on your POB's processes to ensure your tenants do not suffer detriment when exercising their rights under the Code regulations.	Greene King's processes have been developed to ensure its TPTs do not suffer any detriment when exercising their rights under the Code, which is monitored by the CCO. Details are also included within Greene King's Pubs Code training. Where a TPT requests a MRO option, the ordinary day-to-day relationship is maintained with their BDM. This is confirmed in the Compliance and Declaration Record provided as part of a MRO Full Response.	
Flow Monitoring Devices Regulation: 51	21. Provide a detailed report on your POB's compliance with Flow Monitoring provision regulations, identifying steps taken to improve and verify compliance.	Greene King does 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 additional evidence in connection with the purchase and stock of alcohol at the tied pub. Tie compliance is managed by Greene King's Retail Audit Managers. Tie compliance visits and breach notices are recorded, including details of additional evidence, via the Pub Communications App and details saved in Greene King's management information system, Connect. Compliance is managed and monitored through the processes followed in Greene King's management information system and verified by the Compliance Team.	
Extended Protections Regulations: 52 and 53	22. Provide a detailed report on your POB's compliance with extended protection regulations, identifying steps taken to improve and verify compliance.	Where a pub is sold with a tenant in-situ, Greene King's letter to confirm details of the purchaser, sent by its lawyers, has been updated to strengthen the information about the Extended Protection provisions. During the reporting period Greene King has not sold any pubs with a TPT in-situ and has therefore not needed to rely on the provisions of Reg.49. As per comments recorded against Reg.49, details of any pubs sold, where a TPT remains as the TPT, will be sent to the PCA as part of Greene King's quarterly data submission for Extended Protection information purposes.	

Section B – Code compliance

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

Compliance Area	Details	POB Response	Additional Response Space
	22.1 Provide a detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the pub and extended protection provision.	As per comments recorded against Reg.49.	
Exemptions Regulations: 54-56	23. Provide a detailed report on your POB's compliance with part 12 of the Code, identifying steps taken to improve and verify compliance. Specifically identify how you comply with:	Greene King understands the exemptions as documented in Part 12. Information on how Greene King complies can be seen against each of the regulations below.	
	23.1 The provisions in regulation 54 - short agreements	It is confirmed that Greene King understands that a short agreement is one that entitles a TPT to occupy a tied pub for a total period of less than 12 months 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. 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. 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.	
	23.2 The provisions in regulation 55 - pub franchise agreements	During the reporting period Greene King introduced a franchise agreement as defined by Reg.55. Details of this agreement have been provided to the Office of the PCA. Greene King's approach to dealing with franchisees is the same as its TPTs in that the same recruiting and onboarding processes are followed. This includes the provision of Schedule 1 information and the requirement of a business plan that has been prepared in consideration of independent professional advice, for which evidence is required. The franchisee can also expect to receive discussion notes. In addition, the franchisee will hear about the Pubs Code in their franchise welcome induction programme and they can also expect to receive a letter from the CCO on their second month anniversary reminding them of their rights under the Code, taking into account those parts of the Code that do not apply to a pub franchise agreement as detailed in Reg. 55.	
	23.3 The provisions in regulation 56 - Investment exception	It is confirmed that Greene King understands the requirements of Reg.56, and the definition of a "qualifying investment". Where a qualifying investment is being undertaken with a TPT, a qualifying investment development agreement is prepared in accordance with Reg.56. At the end of the reporting period Greene King had 34 qualifying investment agreements in its estate.	
Void or unenforceable terms of a tenancy or licence Regulation: 57	24. Provide a detailed report on your compliance with regulation relating to void or unenforceable terms, identifying steps taken to improve and verify compliance.	Greene King's current suite of agreements do not contain void or unenforceable terms as specified in Reg.57. For legacy agreements or where Greene King has inherited agreements through acquisition, any historic void or unenforceable terms, such as upwards only rent increases, are not enforced.	

Section C – Breaches and complaints	This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.
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Compliance Area	Details	POB Response	Additional Response Space
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Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.

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

Part 2	Pub Entry Training Regulation 9	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Sustainable Business Plan Regulation 10	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	The Required Information Regulation 11	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Assignments Regulation 12	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Premises Regulation 13	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Short Agreements Regulation 14	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Part 3	Rent Proposal - Duty to provide Regulation 15	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Rent Proposal - Contents Regulation 16	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Rent Proposal - When it must be provided Regulation 17	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Rent Proposal - Further information and advice Regulation 18	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Duty to conduct a rent assessment proposal Regulation 19	Number of breaches, or alleged breaches, upheld.	0		
	Number of breaches, or alleged breaches, not upheld.	0		
	Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A		
A rent assessment proposal and required information Regulation 20(1)(a) – (c)	Number of breaches, or alleged breaches, upheld.	2	These breaches were identified through Greene King's own compliance monitoring and related to Reg.20(2)(a).	
	Number of breaches, or alleged breaches, not upheld.	0		

Section C – Breaches and complaints	This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.
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Compliance Area	Details	POB Response	Additional Response Space
Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.			
For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs code, regardless of whether the Pubs Code itself, or individual regulation, is cited.			

Part 4		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	Incident One Cause: The Estates Manager had recorded an incorrect Rent Review date on a personal schedule and failed to double-check the source data contained within the management information system. Remedial action: The Estates Team were instructed not to create or use personal schedules and only use the source data in the management information system. More forward looking reviews were introduced by the Estates Team in the management of key deadlines to mitigate against any potential errors with deadline dates. Detriment consideration: Although the rent assessment proposal was sent late, it was concluded that the TPT had not suffered any detriment as all rights of the Pubs Code remained open to them. No complaint was raised by the TPT.	Incident Two Cause: A Deed of Variation (DOV) had been issued to the TPT to vary the rent review date, which would have meant a rent review was not due. However, the DOV had not been returned by the TPT and therefore the original rent review date remained in place. Remedial Action: The responsible Estates Manager was instructed to secure the return of a signed DOV as soon as possible, or undertake a rent assessment immediately. A rent assessment was duly undertaken and a rent assessment proposal sent to the TPT. Detriment consideration: Although the rent assessment proposal was sent late, it was concluded that the TPT had not suffered any detriment as all rights of the Pubs Code remained open to them. No complaint was raised by the TPT.
	Conducting a rent assessment Regulation 21	Number of breaches, or alleged breaches, upheld.	1	During the reporting period, an issue was raised by an Estates Manager that had the effect of Greene King not meeting the 3-month statutory window in accordance with Reg.21(4).
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	Cause: This was as a result of the Estates Manager delaying the issue of the rent assessment proposal following a property inspection due to the TPT suffering a severe health issue. Remedial Action: The rent assessment proposal was served in accordance with Reg.20(2) albeit 4 weeks outside of the 3-month statutory window as per Reg.21(4). Greene King protected the TPT's MRO rights by extending the MRO window, enabling the TPT to focus on their recovery. Detriment consideration: Although the 3-month statutory window was not observed in this instance, it was concluded that the TPT had not suffered any detriment as their right to MRO was preserved. The TPT did go on to request the MRO option. No complaint was raised by the TPT.	
Part 5	MRO - Notice Regulations 23-27	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
	Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A		
Part 6	MRO - Procedure Regulations 28-35	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Part 7	MRO - Independent Assessor Regulations 36, 37 and 38	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Part 8	MRO - End of Procedure Regulations 39 and 40	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Business Development Managers Regulation 41	Number of breaches, or alleged breaches, upheld.	5	These breaches were identified through Greene King's own compliance monitoring.
		Number of breaches, or alleged breaches, not upheld.	0	

Section C – Breaches and complaints	This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.
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Compliance Area	Details	POB Response	Additional Response Space
<p>Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.</p> <p>For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs code, regardless of whether the Pubs Code itself, or individual regulation, is cited.</p>			

Part 9		<p>Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).</p>	<p>During the reporting period, 6,619 discussion notes were issued. Following compliance monitoring, there were five separate instances identified in the reporting period that were not fully compliant with Reg.41(4).</p> <p>In four of these instances the CCO wrote to the affected TPTs advising them of the situation and provided the seven day window of response alongwith details of the Greene King's complaints procedure. In the fifth instance it was not deemed necessary to write.</p> <p>Greene King satisfied itself that no detriment was caused in each of the instances and no complaints were raised by the TPTs.</p> <p>On an ongoing basis, the CCO regularly reminds BDMs of their responsibilities under Reg.41.</p>	
Part 10	Insurance Regulation 46	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Gaming Machines Regulation: 47	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Sale of Freehold or Long Leasehold Regulation 49	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
	Flow Monitoring Devices Regulation 51	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Part 11	Extended Protections Regulations: 52 and 53	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Part 12	Exemptions Regulations 54, 55 and 56	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	
Part 13	Void or Unenforceable Terms of a Tenancy or Licence Regulation 57	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	N/A	

Section C – Breaches and complaints	This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.
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Compliance Area	Details	POB Response	Additional Response Space
<p>Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.</p> <p>For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs code, regardless of whether the Pubs Code itself, or individual regulation, is cited.</p>			

Other	<p>Other complaints made by tenants</p>	<p>Number and narrative of complaints made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint.</p>	<p>In the reporting period, Greene King received two complaints not directly related to specific provisions of the Pubs Code. To confirm, the CCO monitors the Greene King tenant complaints process and oversees all complaints that are received.</p> <p>Complaint 1 Correspondence received relating to the TPTs concerns with business support and discussions around potential site purchase and included details about the TPTs MRO negotiations. The correspondence was recorded as a complaint. Greene King's Head of Estates discussed the content of the correspondence with the TPT. The resolution was for parties to conclude the MRO process. The TPT was reminded of their rights to refer to the PCA if they so wished. No further action was taken.</p> <p>Complaint 2 Complaint in relation to property repairs. The resolution included the Property department taking action to resolve the issues raised by the TPT. No further action was taken.</p>
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