

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

In accordance with the statutory requirements set out in Regulations 43(5), (7), (8) & (9) of The Pubs Code etc. Regulations 2016, Star Pubs & Bars confirms that prior to submission this report has been approved by Lawson Mountstevens as Managing Director, Star Pubs & Bars, Heineken UK.

This approval is supported by the provision and evaluation of reporting and recording of information to demonstrate compliance with the Code.

Star Pubs & Bars does not produce an annual report but a copy of this compliance report will be available on the Star Pubs & Bars website following submission

Star promotes and upholds the Core Code principles throughout the organisation. This is demonstrated through training, ways of working, processes and culture. The Code is a foundation element of decision making and is core to our delivery.

Lynne Winter

Star Pubs & Bars

Question	POB Response	Additional Response Space
Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2022).	1806	
<ul style="list-style-type: none"> • Of which, those that are tenanted or leased. 	1806	This number does not include closed pubs and Just Add Talent "JAT" pubs
Total number of acquisitions - during this reporting period - that fall under the Pubs Code.	0	
Total number of premises - previously under tied tenancies, leases and/or licences - that are no longer tied but still owned by your POB.	46	
<ul style="list-style-type: none"> • Of which, are now part of your POB's managed estate. 	14	
Total disposals during this reporting period of those premises that fell under the Pubs Code	18	
<ul style="list-style-type: none"> • Of which, were to another POB. 	0	
<ul style="list-style-type: none"> • Of which, were sold to a person who is not a landlord of 500 or more tied pubs. 	3	
<ul style="list-style-type: none"> • Of which, were permanently closed or disposed for other use. 	15	
Total number of Pubs Code Agreements that ended during this reporting period.	Star would not record whether agreements ending were covered or not covered by the Code	
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures.	1	
Total number of Pubs Code Agreements at the end of this reporting period (31 March 2023).	1750	
<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. 	1165	
<ul style="list-style-type: none"> • Agreements not contracted into the Landlord and Tenant Act 1954. 	198	
<ul style="list-style-type: none"> ■ Short agreements under regulation 14. 	256	
<ul style="list-style-type: none"> ■ Of those, short agreements entitling occupation by a tenant for a total period of 12 months or more. 	131	
Number of qualifying Investments under regulation 56.	150	
Total number of agreements at the end of the reporting period with provisions for sharing turnover.	144	
<ul style="list-style-type: none"> • Of which, those that fall under regulation 55. 	0	
<ul style="list-style-type: none"> • Of which, those that fall outside the Pubs Code. 	144	
Number of legal surrenders.	12	
<ul style="list-style-type: none"> • Of which, the tenant was in place for: 		
<ul style="list-style-type: none"> • Less than 1 year. 	0	
<ul style="list-style-type: none"> • Between 1-2 years. 	1	
<ul style="list-style-type: none"> • Between 3-5 years. 	9	
<ul style="list-style-type: none"> • 6 years or more. 	2	
Number of forfeitures.	4	
<ul style="list-style-type: none"> • Of which, the tenant was in place for: 		
<ul style="list-style-type: none"> • Less than 1 year. 	0	
<ul style="list-style-type: none"> • Between 1-2 years. 	1	

• Between 3-5 years.	3	
• 6 years or more.	0	
Number of assignments.	18	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	5	
• 6 years or more.	13	
Number of abandonments.	12	
• Of which, the tenant was in place for:		
• Less than 1 year.	5	
• Between 1-2 years.	3	
• Between 3-5 years.	1	
• 6 years or more.	3	
Please list your contractual arrangements	Foundation Tenancy - Inside Code Investment Tenancy - Inside Code FRI - Inside Code TMA - Extent of Code application affected by length of TMA Business Start Up Agreements - Inside Code Management Agreements - Inside Code Punch Agreements (+50 Variations) - Inside Code Closed - Outside Code Just Add Talent - Outside Code	

Renewals, including Landlord and Tenant Act (LTA) 1954		
Total number of regulated tenants as of 31 March 2023 whose contracts contain terms entitling them to renew at the end of the term.	1165	
Number of regulated tenants who exercised their contractual right to renew during this reporting period.	31	Many of Star's agreements are rolling tenancies and therefore automatically renew unless otherwise terminated by the parties.
• Of which, the POB consented.	31	
• Of which, the POB opposed.	0	
Number of renewals under the LTA 1954 during this reporting period.	37	
Number of LTA 1954 S.25 notices issued.	44	
• Of which, those served at any time after receipt of an MRO notice.	0	
• Of which, those served within an MRO procedure.	0	
• Of which, those opposing a new tenancy.	1	
• Of which, those proposing a variation of the terms.	43	
Number of LTA 1954 S.26 notices opposed.	1	
Number of LTA 1954 S.26 notices unopposed.	0	
Number of instances of landlord opposing renewal in whole or in part in reliance on LTA 1954 S.30(1)(g).	1	
Number of LTA 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation.	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	
• Of which, are still ongoing.	1	

New tenants and agreements		
Number of new tenants / legal entities that fall under the Code. i.e. not tenants / legal entities that have had - or currently have - other agreements with your POB.	397	
Number of new tied-tenancy agreements .	182	
• Of which, those that are protected tenancies with renewal rights under the LTA 1954.	85	
Number of tied-tenancies that were previously under the LTA 1954, but no longer fall within this Act.	0	

Rent proposals		
Number of rent proposals provided in this reporting period.	76	
• Of which, those under regulation 15(2-5).	46	
• Of which, those under regulation 15(6).	0	
• Of which, those under regulation 15(7).	30	

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.	152	
Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those:	2	
• Provided	2	
• Rejected	0	
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	1	
• Provided	0	
• Rejected	1	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	1	
• Provided	0	
• Rejected	1	

Market Rent Only (MRO)		
Total number of MRO Notices received, of which those:	44	
• Accepted	37	
• Rejected	7	
• <i>Withdrawn</i>	1	1 notice was withdrawn in April 2022 but this was a notice received before the reporting period - I have included it here for transparency
Number of MRO Notices received under regulation 24 – significant increase in price, of which those:	0	
• Accepted	0	
• Rejected	0	

Number of MRO Notices received under regulation 25 – trigger event, of which those:	2	
• Accepted	0	
• Rejected	2	
Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those:	14	
• Accepted	13	
• Rejected	1	
Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those:	28	
• Accepted	24	
• Rejected	4	
Number of full responses to rejected MRO Notices issued.	12	
Number of full responses to accepted MRO Notices issued.	37	
Where an MRO Notice has been accepted; those that resulted in:		
• Free-of-tie arrangements that are:	32	
• New agreement - including short term agreements.	31	
• Deed of variation.	1	
• New tied arrangements that are:		
• Agreed by new lease.	11	
• Other new tied arrangements (rent or other terms).	20	
• Tied tenant departure from the pub.	2	
• Other outcomes.	1	
• Ongoing – yet to be concluded.	50	
Length of MRO tenancies initially offered by POB		
Minimum length (in months)	36	
Maximum length (in months)	180	
Average length (in months)	120	
Length of MRO tenancies requested by tenants		
Minimum length (in months)	Star would discuss with the tenant the proposed term and any requests would be factored into the offer - they would not be separately recorded	
Maximum length (in months)	Star would discuss with the tenant the proposed term and any requests would be factored into the offer - they would not be separately recorded	
Average length (in months)	Star would discuss with the tenant the proposed term and any requests would be factored into the offer - they would not be separately recorded	
Length of MRO tenancies agreed		
Minimum length (in months)	115	
Maximum length (in months)	180	
Average length (in months)	120	
Independent Assessors (IAs)		
Number of IA appointments.	13	

• Of which, those jointly agreed with the tenant.	13	
• Of which, those appointed by the PCA.	0	Star did make one application to PCA but agreement was reached with the tenant before PCA appointed
Number of cases where rent was determined by the IA.	14	
• Please list for each case - the proposed MRO rent and the MRO rent set by the IA.	Pub 1 - Star Proposed £120,278 - IA Rent £75,000 Pub 2 - Star Proposed £81,268 - IA Rent £68,500 Pub 3 - Star Proposed £57,990 - IA Rent £47,600 Pub 4 - Star Proposed £70,000 - IA Rent £55,000 Pub 5 - Star Proposed £63,855 - IA Rent £46,150 Pub 6 - Star Proposed £84,354 - IA Rent £72,250 Pub 7 - Star Proposed £79,000 - IA Rent £51,200 Pub 8 - Star Proposed £95,903 - IA Rent £70,500 Pub 9 - Star Proposed £38,097 - IA Rent £27,200 Pub 10 - Star Proposed £98,750 - IA Rent £62,000 Pub 11 - Star Proposed £97,278 - IA Rent £72,800 Pub 12 - Star Proposed £74,801 - IA Rent £50,500 Pub 13 - Star Proposed £85,000 - IA Rent £54,500 Pub 14 - Star Proposed £95,125 - IA Rent £71,500	
Number of IA determinations challenged under:		
• Regulation 37(10)	0	
• Regulation 37(11).	0	

Buildings Insurance		
Number of tenants requesting to price match their building insurance during this reporting period.	3	
• Number of unsuccessful price match requests.	3	
• Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).	0	
• Number of occasions when you have purchased the tenant's alternative policy.	0	
Whether you receive commission or rebate from insurers and, if so, what percentage.	nil	

Gaming machines		
Number of new Pubs Code tied agreements, including renewal, in which:	194	
• 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.	115	
• The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier.	1	
• The tenant has sourced a free-of-tie machine agreement with a third-party supplier.	0	
• The tenant has chosen not to have gaming machines.	78	

P&L		
Number of requests received for blank template during the reporting period (regulation 48).	Template is issued automatically	

Sale of freehold or long leasehold		
Number of notifications under regulation 49(2).	8	
On how many occasions has your POB relied upon the exemption in regulation 49(3)?	0	

Section B – Code compliance

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

Compliance Area	Details	POB Response	Additional Response Space
Entering into an Agreement:			
<p>Pub Entry Training Regulation: 9</p>	<p>1. Provide a detailed report on your POB's compliance with the pub entry training requirements; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Training is a key part of the tenant onboarding process when working with Star Pubs & Bars ("Star"). Well trained tenants with a good understanding of the sector, their pub and the relevant offer are one of the key foundations for a long and successful trading relationship.</p> <p>The requirement to undertake training is introduced to a tenant from the outset along with details of the support that is available. Star produce a document "Is it for me?" to help tenants understand the end-to-end process of applying for and signing up to taking on a pub; training forms a key part of this.</p> <p>This obligation is reiterated during the recruitment journey, including discussions with Recruitment Support Managers, who are the office based, first point of contact when applying for a pub, through to the Business Development Managers who undertake the full application interview and a business plan interview.</p> <p>All tenants must complete appropriate industry training. During the application process Star directs all applicants to complete the e-learning Pre-Entry Awareness Training ("PEAT") course, hosted by the British Institute of Innkeeping ("BII"). In addition to PEAT Star also runs a detailed training course called 'Innside Knowledge' and the requirement to complete this is communicated by Star to potential tenants as part of the recruitment process. Historically this was a 5-day residential course, however Covid resulted in the development of an online version in order to minimise disruption to tenants. This more flexible style of delivery has proven to be very popular with tenants and as a result the course is still being run in the online format</p> <p>By having the training in a virtual classroom travel and accommodation costs are removed and the tenant can take part from their own choice of location. Following the move to online in 2020 Star won the BII Best Training Award for the Leased & Tenanted sector. The course consists of seven, 2.5-hour sessions run over a two-week period. This includes two individual sessions undertaken with a dedicated mentor. The mentor acts as both a guide to the programme but also works with the tenant to show how to apply the learnings taken from the course to their individual circumstances.</p> <p>he tenants are assessed across the duration of the sessions and at the end of the course they are given a rating. This is shared both with themselves and the Business Development Manager for the pub they are intending to take.</p>	<p>If a minimum level is not reached further training and development will be suggested, and support provided. There have been examples where the tenant has not gone on to take the pub as the course has highlighted potential future issues.</p> <p>Alongside the training course tenants also receive a one-year training licence for the Star e-learning platform and access to other workshops ran by Star. These workshops cover matters such as social media, practical pub finance etc. The mentor allocated to the tenant during the Innside Knowledge course also provides follow up sessions with individual tenants as and when required.</p> <p>Membership of the BII is given to provide tenants with access to industry information and support along with access to professional advisors to support them in their business decision making.</p> <p>At the end of the course, feedback is requested and the outputs of this are regularly reviewed to inform and improve the content of future courses. As well as utilising the feedback to improve the course, regular reviews of content are undertaken particularly in the current fast changing market the tenants are operating within.</p> <p>Completion of the Innside Knowledge course is mandatory, however, by exception Star may waive these training requirements. This is only if the tied pub tenant meets at least one of the conditions laid out in the Pubs Code. A tenant is unable to proceed with an agreement until the training requirement has been satisfied and Star's ways of working track adherence to ensure compliance.</p> <p>Over the course of the reporting period Star has been working with the BII to improve pre entry training. The online version of Innside Knowledge continues to develop and modules are continually refreshed. The training team in 2022 won a BII award for the sister course to Innside Knowledge - Just Add Knowledge which is for our JAT operators.</p>
<p>Sustainable Business Plan Regulation: 10</p>	<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>Before a tenant enters into a new agreement with Star, following receipt of their Schedule 1 information they must complete a business plan, compliant with Regulation 10.</p> <p>After a successful interview with a Star BDM, the prospective tenant will be asked to prepare a business plan for the pub. Star will provide the tenant with a business plan template and recommend that this is prepared with a licensed trade accountant.</p> <p>The business plan must include details of financial forecasts, including estimates of income and expenditure up to the date of the first rent review (or expiry of the agreement if there is no rent review) as a minimum. A sensitivity analysis showing the effect of an increase or decrease in trade must be undertaken together with any information reflecting the applicant's research of the local area.</p> <p>The business plan is reviewed and approved by the Business Development Manager as part of a formal business plan interview, before any formal offer of an agreement is made. The review will include not only a detailed financial review but will also look at other external factors affecting the potential performance of the pub such as, but not limited to competition and demographics. Further analysis of the sustainability of the business plan is undertaken as part of Innside knowledge course to ensure the tenant fully understands the pub and their obligations within the agreement.</p> <p>For every letting that is advertised a rent model is produced. The rent model is a detailed shadow profit and loss account for the pub and is compiled and approved by regional experts who know the pub well. The sustainable business plan is assessed against the data contained within the rent model and any other known factors to assess it for sustainability.</p> <p>Whilst Star has always reviewed business plans with tenants over the course of the reporting period more formal checks have now been introduced. The BDM must undertake formal business plan review checks with a tenant at 2, 4, 6 & 12 months. These are recorded by way of a Business Review Sheet.</p>	
<p>Schedule 1 Regulation: 11</p>	<p>3. Provide a detailed report on your POB's compliance with the information provision requirements specified in Schedule 1; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>The provision of Schedule 1 information to a tenant is managed through the Pubs Code Team.</p> <p>Star is conscious that there is a huge amount of information to be provided to tenants as part of Schedule 1. To make this more accessible to tenants and to assist with tenants being able to practically apply the information, some of the elements have been incorporated into a document "Working with Star." This document provides lots of background information about Star and its ways of working. The remainder of the information that is either personal to the applicant, or individual to the property, is provided separately to this.</p> <p>To ensure compliance and to ensure all of the information was supplied as clearly as possible, a Schedule 1 review was undertaken in 2021 and improvements were made in 2021 & 2022 following this. This consisted of listing all the elements of the Schedule 1 requirements and cross checking those against the information provided, when and by who.</p> <p>Following this review some improvements were made, predominantly by trying to understand the experience of the tenant receiving the information and subsequently knowing how to use it inform their decision making. An example of an improvement is the inclusion of more detail in Working with Star along with making some elements of the detail provided easier to read and understand.</p> <p>Building upon this review in 2022 Star centralised the provision of Schedule 1 information. This had previously been undertaken by 2 different teams, split by the reason for request. In order to ensure consistency and that there were no gaps, all of the Schedule 1 provision now sits within the Pubs Code team.</p> <p>For a new tenant discussions are held from the outset of the recruitment process to inform them of the information they will be provided with. The information provision is split with some of the information being provided via the Star website and some being 'pushed' directly to the applicant. The information provided via the website allows prospective applicants to understand more about the pub, and to do some initial evaluation, without having to go through the formal application process. Once the prospective applicant wishes to apply, an initial interview is held with a Recruitment Support Manager, and if this stage is successfully passed a further interview is undertaken with the Business Development Manager. The tenant will be given the opportunity to ask any questions and this stage also acts as a check point to ensure the tenant is aware of all the Schedule 1 information they will be receiving.</p>	<p>Where the transaction is not a new let e.g. a new unprotected agreement, the pub is not publicly available to let, and is therefore not advertised on the Star recruitment website. In these circumstances all of the relevant information will be pushed to the tenant.</p> <p>Prior to a tenant taking on a new agreement with Star they are issued with a comprehensive Heads of Terms document that sets out the terms of the deal that has been agreed. The tenant reviews this document and signs to confirm the detail of the terms is as agreed and that they have received their Schedule 1 information.</p> <p>Until Star is satisfied that the applicant has all the Schedule 1 information, a business plan template will not be provided and the ongoing process for the pub will be suspended. Progress can only continue once Star is sure the tenant has the required documentation.</p> <p>In all instances where material is emailed, the option is given for the tenant to request it in a different format should they require it for any reason. A dedicated schedule 1 email address is used to send the information and to allow the tenant to submit any enquiries or questions around the information that they have received. A copy of the email along with a read receipt is saved for record keeping purposes and can be referred to or reissued if required. A central tracker records that the Schedule 1 information has been issued where required and this is maintained by the Pubs Code team overseen by the Code Compliance Manager and the Code Compliance Officer. Several sites are randomly spot checked monthly to ensure the process has been followed. The tracker was introduced as part of the review of Schedule 1 to ensure all interested parties had an overview of matters and what their own actions were.</p> <p>Once the tenant has completed their legal agreement and are trading in the pub, they are asked to take part in a questionnaire. This asks them about their satisfaction of the recruitment process at each stage. One of the questions centres around if they were provided with the correct information to allow them to prepare their business plan. Analysis of this assists with ensuring compliance with the Schedule 1 requirements of the Pubs Code.</p>

<p>Assignments Regulation: 12</p>	<p>4. Provide a detailed report on your POB's compliance when a tenant intends to assign a tenancy; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p> <p>Specifically identify how - when the tenant requests an assignment - your POB satisfies itself that:</p>	<p>Star has a detailed assignment policy which is implemented in conjunction with Star's legal advisors. When a tenant confirms to Star that they wish to assign their agreement an assignment pack is issued. This contains a seller's guide and a buyer's guide.</p> <p>Once an application to transfer form is submitted Star begins to coordinate the Schedule 1 information pack. The schedule 1 information is submitted to the assignor reminding them to pass information to the assignee. Receipt of this is checked prior to the assignee being able to progress. Upon receipt of the Schedule 1 information the assignor then completes a buyers pack.</p> <p>The assignee must complete mandatory PEAT training prior to any interview. Should they be successful at interview they will be required to attend Star's Inside Knowledge training course before the assignment completes.</p> <p>The assignee completes a detailed application form and upon receipt of this they will meet with the Star Business Development Manager and Estates Manager to discuss the process, application, and obligations of both parties.</p> <p>Star will insist that both the assignor and the assignee use a solicitor to complete the transaction. An assignment will only be allowed to complete when Star is satisfied that the assignee has all of the relevant information and has completed all stages of the application process.</p>	
	<p>4.1 It complies with the provisions in regulation 12(4)(a)</p>	<p>The assignee is required to confirm receipt of the information before they are able to progress with their application. The process will not progress until this confirmation is in place.</p>	
	<p>4.2 It complies with the provisions in regulation 12(4)(b)</p>	<p>The assignee will not be interviewed until evidence of PEAT has been supplied as part of the application.</p> <p>If the tenant is successful at interview they must complete Inside Knowledge before the assignment completes.</p>	
	<p>4.3 It complies with the provisions in regulations 12(4)(c)</p>	<p>The assignee is encouraged to take advice at all stages of the process. Financial advice is required as part of the business plan preparation and Star will not allow an assignment to take place unless the tenant has legal representation. The assignee is strongly encouraged to instruct a suitably qualified surveyor to assist with understanding the condition of the property and any future liabilities.</p>	
<p>Premises Regulation: 13</p>	<p>5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Before entering into a new agreement with Star, the applicant will undertake a full inspection of the premises accompanied by a Star representative. The inspection will include all the trading areas and any living accommodation, if applicable.</p> <p>From the commencement of the recruitment process the applicant is strongly advised to instruct a suitably qualified surveyor, with experience in the pub sector. This will ensure that the potential tenant fully understands the implications of the agreement they are entering into at all stages of their tenure.</p> <p>Where any works are to be undertaken at the premises, a schedule of works will be prepared by Star's appointed surveyors and issued. This will detail the extent of the works and who is responsible for undertaking them. Upon completion of the works a schedule of condition will be issued or updated as applicable. The schedule of condition will be updated again should further significant works require to be undertaken and will be taken into account when addressing repairs throughout the term of the agreement and at renewal/ expiry.</p> <p>A survey will be commissioned by Star prior to expiry of the agreement (and on occasion throughout the term of the agreement) to inspect the condition of the premises. Where any breaches to the tenant's repairing obligations in the agreement are identified, the surveyor, instructed by Star, will prepare a schedule of dilapidations detailing any breaches to the repairing standard and giving notice of any remedial action required by the tenant. The schedule of dilapidations will generally be issued by Star to the tenant at least 6 months before the end of the agreement, in order for the tenant to understand their obligations and allow them the opportunity to take any relevant remedial action.</p> <p>Star works with external providers to ensure schedules of condition and schedules of dilapidations are issued in a timely manner and in accordance with RICS guidance. As a safeguard an agreement is unable to progress unless a schedule of works and / or condition have been agreed and documented between the parties.</p> <p>With the exception of an emergency, Star will always agree a suitable notice period with the tenant before entering the property for the purpose of assessing the condition of the property.</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>A survey will be commissioned by Star prior to expiry of the agreement (and on occasion throughout the term of the agreement) to inspect the condition of the premises. The timings will vary depending upon the type of Agreement.</p> <p>These are usually:</p> <ul style="list-style-type: none"> • Full Repairing and Insuring "FRI" agreement- 15 months before the expiry of the agreement. • Other agreements – a survey will be instructed as soon as possible upon acceptance of a tenant's notice. <p>The dilapidations inspections are undertaken by external independent RICS accredited Building Surveyors. Where any breaches to the tenant's repairing obligations in the agreement are identified, the surveyor, instructed by Star, will prepare a schedule of dilapidations detailing any breaches to the repairing standard and giving notice of any remedial action required by the tenant.</p> <p>A Star Regional Property Manager ("RPM") will then arrange a meeting with the tenant, to jointly review the schedule and agree a rectification plan. A date will be agreed for the RPM to re-inspect the pub. After the agreed timescale, the RPM will reinspect the property and sign off the completed works or discuss with the tenant the appropriate financial settlement.</p> <p>Where dilapidations are issued following an MRO request it is Star's policy that the tenant can remedy the outstanding repairs either during the first five years of the MRO agreement, or by the end of the term of the MRO agreement (as decided on a case-by-case basis). This is included as a term of the MRO lease.</p> <p>It is Star's policy that interim dilapidations, to assist the tenant with understanding their repair obligations and liabilities are undertaken after 3 years and then every 5 years during an FRI agreement. For other agreements inspections are carried out during the 3rd year of the agreement and then years 8 and 13 of 5 year rolling agreements.</p>	<p>Star is aware of the obligations under the Pubs Code for assignments, whereby the assignee is to receive full details of all aspects of the lease and premises, including repairing obligations, from the assignor. Star assists with the provision of this information to ensure that the assignee has everything required. Upon receiving an intention to transfer from SP&B instruct a schedule of dilapidations. The RPM will then visit the pub and agree with the assignor what works from the schedule will be completed before any assignment can proceed and takes into account any works the buyer is proposing. It is explained that any works not planned to be completed by the change date will require the assignee to pay a works bond, which will be reimbursed once the works are complete. The works should usually be completed within 6 months.</p> <p>All assignment transactions are undertaken with all parties having full legal representation.</p> <p>Schedule 1 requirements with regards to dilapidations are fulfilled through a combination of the direct provision on information along with detailed ways of working contained within Working with Star.</p> <p>During the reporting period Star has introduced a new IT system to manage dilapidations. This will ensure consistent service for tenants particularly where there are changes in Star personnel.</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 any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Before entering into a short agreement, the applicant will be provided with all key documentation and details of the key terms of the agreement. Unless the applicant is able to prove an exemption as laid out in Regulation 14 (3) Star require that they must undertake Pre-Entry training.</p> <p>To ensure compliance, before progressing with a short agreement, the applicant must provide evidence of successful completion of pre entry training or evidence of their exemptions. It is Star's standard process that all relevant information is provided to the prospective tenant prior to entering into an agreement.</p>	

Ending a Tenancy:

<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>Any such actions are carefully considered and any such proposals are subject to approval at Commercial Review Group. Commercial Review Group is made up of cross functional senior leaders from within Star.</p> <p>All legal notices and procedures are undertaken by external legal advisors and will take into account all of the relevant circumstances including Core Code principles to evaluate before making a decision to proceed.</p> <p>It would always be Star's preferred option that an agreement can be reached but should action be required to be taken Star would endeavour to engage with the tenant to try and find a resolution. The individual circumstances would need to be considered before deciding upon the next stages. Star will always endeavour to engage with the tenant throughout the entire process.</p>	
<p>Rent Proposals Regulations: 15-18</p>	<p>9. Provide a detailed report on your POB's compliance with rent proposals, including the production of a rent proposal, its contents, when the proposal is provided and how any further information and advice is given.</p> <p>Identify any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Star provides a rent proposal where the conditions laid out in Regulation 15 of the Code are satisfied. Star has systems and processes in place (dependent upon the event) to ensure that when a relevant event and/ or request occurs that a rent proposal is prepared and issued within the timescales provided for within the Code. All events are tracked and the tracker is routinely reviewed by ETLs, Head of Estates and the Pubs Code Team. Star's external legal advisors, who are routinely involved in dealing with notices under the Landlord & Tenant Act 1954, are also fully briefed to ensure they understand the requirements and their role in the process.</p> <p>All rent proposals are produced by Business Development Managers "BDMs" and Estates Managers "EMs" and are approved by a regional committee of Star personnel including at least one RICS qualified Chartered Surveyor. The proposal is fully explained in a Rent Proposal Justification Form ("RPJ") which is approved by an Estates Team Leader ("ETL") and this is issued to the tenant. Star's rent model is designed to ensure compliance with the Code and this along with all other relevant information is provided to the tenant as part of a rent proposal.</p> <p>Star has briefed and trained all Star personnel involved with the Code to ensure satisfactory understanding of the timescales and requirements as laid out in Regulation 17. Where there are any questions relating to this or any other Code matters, Star have internal processes in place to ensure that any technical queries are escalated to the Pubs Code team for clarification as required.</p> <p>From the onset of the recruitment process all applicants are strongly advised to seek independent professional advice. This includes but is not limited to surveyors, accountants and solicitors. It is Star's policy that all tenants entering into a substantive agreement must use a solicitor for the full duration of the transaction. Star personnel are trained to understand that any reasonable request for additional information must be acknowledged and actioned in a timely manner.</p> <p>To ensure compliance, Star's processes are regularly reviewed and updated following any new guidance and or advice.</p> <p>During the reporting period Star has introduced a new Lease Events Management workflow system to enhance and simplify our compliance tracking.</p>	

Rent Assessment Proposals Regulations: 19-22	10. Provide a detailed report on your POB's compliance with rent assessment proposals, including the duty to conduct, how it is conducted and the effect of a rent assessment; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	<p>Star conducts a rent assessment in the qualifying circumstances set out in Regulation 19 (1) & (2) of the Code. Star proactively ensures compliance with Regulation 19 (1) through the identification of events on a Lease Event Management system. Star understands the circumstances of Regulation 19 (2) and the qualifying conditions when a tenant can request a rent assessment. Star has a process in place to ensure any requests are actioned, acknowledged and processed in a timely manner. All events are tracked and the tracker is routinely reviewed by ETLs, Head of Estates and the Pubs Code Team.</p> <p>All rent proposals are produced by BDMs and EMs and are approved by a regional committee of Star personnel including at least one RICS qualified Chartered Surveyor. The proposal is fully explained in an RPJ which is approved by an Estates Team Leader, and this is issued to the tenant. Star's rent model is designed to ensure compliance with the Code and this along with all other relevant information is provided to the tenant as part of a rent proposal.</p> <p>Star observes the timescales and actions as laid out in Regulation 22 (1) (2) & (3). Star employees involved with matters affected by this Regulation are trained to understand and implement them appropriately. Star monitors and pro-actively manages the issuing of rent assessment proposals to ensure compliance with the Code. This reporting is shared with the Star Leadership team on a monthly basis and forms part of the monthly Star Compliance Cabinet.</p> <p>To ensure compliance, Star's processes are regularly reviewed and updated following any new guidance and or advice. During the reporting period a new Lease Events Management workflow system was introduced to enhance and simplify our compliance tracking.</p>	
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MROs:

MRO - Notice Regulations: 23-27	11. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	<p>Star's employees are trained to understand how to recognise an MRO notice and what it should contain. All MRO notices are handled by the dedicated Pubs Code team which is led by the Code Compliance Manager & Code Compliance Officer.</p> <p>Any notice received is checked by the Estates Manager for validity and all notices are acknowledged and actioned in a timely fashion. The receipt of the notice and the entire MRO process is administrated by Star's Pubs Code team. They are also trained to understand what a valid notice should contain and the circumstances in which one may be served.</p> <p>It should be noted that upon receipt of an invalid notice the tenant will be informed and given the information required in order to submit a valid notice, should they desire.</p> <p>All notices regardless of the 'trigger' are tracked by the Pubs Code team, at every stage to ensure compliance with statutory deadlines.</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.	During the reporting period Star has not received any notices in relation to a significant price increase event. However, the criteria for the validity of this kind of request is understood and any request made would be tested against it.	
	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.	Any notice citing a trigger event would be handled by the Pubs Code team through the normal notice procedure. The criteria for assessing trigger events is set out within the Code and any circumstances noted would be tested against this. Any decision would then be conveyed to the tenant with the opportunity to have further discussion if required.	
	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.	Any notice citing a renewal would be handled by the Pubs Code team through the normal notice procedure. The team are trained to know and understand what a renewal is and any notice is tested against this.	
	11.4 Provide a detailed report of your POBs handling of tenants who request a MRO following a rent assessment proposal (Reg 27).	Any notice citing a rent assessment proposal would be handled by the Pubs Code team through the normal notice procedure. The team are trained to know and understand the circumstances in this instance.	

<p>MRO - Procedure Regulations 28-33</p>	<p>12. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p> <p>Please include a report on handling procedural and event disputes and the issue of a revised response.</p>	<p>Star has established internal processes and procedures following receipt of an MRO notice. Any notice received is checked by the Estates Manager for validity and all notices are acknowledged and actioned in a timely fashion. The receipt of the notice and the entire MRO process is administered by Star's Pubs Code team. The team are a dedicated, specialised support function with detailed Pubs Code knowledge, overseen by the Code Compliance Manager and Code Compliance Officer.</p> <p>Upon receipt of an MRO notice the Pubs Code team will acknowledge and action the MRO notice, as soon as possible. This is usually within 48 hours of receipt of the MRO notice. Where Star considers the notice is not valid, a response will be provided to the tenant explaining the reason. If appropriate Star will also refer the tenant to any relevant section of the Pubs Code and/or published PCA guidance in order to ensure that the tenant is aware of the applicable information.</p> <p>Where Star considers the MRO notice is valid this will be confirmed to the tenant in writing and a full response including an MRO compliant agreement will subsequently be issued. This will be issued within the prescribed timescales as laid out in the Pubs Code.</p> <p>When issuing a full response, Star will ensure the term is for at least as long as the remaining term of the existing tenancy, or for a term of 10 years whichever is longer. In addition, where the circumstances are justified, Star has agreed a number of longer agreements upon request from the tenant. Star also sets out within the MRO offer letter that the MRO may be documented by way of a DOV where appropriate.</p> <p>Star does not offer any MRO agreements which contain a break clause that may only be exercised by the pub owning business. Further, Star does not impose a service tie in respect of insurance other than buildings insurance as part of the MRO agreement, with the option for the tenant to 'price match' in keeping with regulation 46 of the Pubs Code. Star does not include any terms in a proposed MRO tenancy which are not common in free of tie commercial agreements. The MRO agreement offered by Star is not excluded from the provisions of the Landlord & Tenant Act 1954 and this position will only be departed from in the event that the tenant's existing tied lease is excluded from the provisions of the Landlord and Tenant Act 1954 and Star is required to offer a contracted - out lease in order to comply with - for example - its obligations under any superior lease.</p> <p>Star has worked with its external legal advisers to ensure that its standard terms of MRO agreement remain reasonable and compliant. Star keeps its standard terms under constant ongoing review as part of its Compliance Record and Declaration process. Where a term is identified as being potentially unreasonable or not compliant Star has processes in place to identify any other cases that may be affected and to ensure that its standard terms are updated accordingly.</p> <p>Before any offer is made Star will hold a meeting with the EM for the pub and the CCO to discuss the terms of the offer they wish to make and to run through the PCA Compliance Record & Declaration document.</p> <p>Star will always endeavour to negotiate with tenants and to gain an understanding of their commercial issues regarding an MRO proposal.</p>	<p>Star is aware of the requirements to inform the tenant of any intention to make a referral to the PCA and Star's standard communications reflect these requirements. Further, Star is aware of the procedure where a matter is referred to the Adjudicator in connection with the full response. Where required Star will adhere to provide a revised response as directed by the arbitration process.</p> <p>Star is aware of the requirements and timescales of issuing a full response along with the subsequent resolution period. Following on from this Star is aware of the updated periods of response. Star is aware of the deadlines contained within Regulations with regards to referring a rent to an Independent Assessor for determination. Where a tenant decides to refer a rent to an Independent Assessor for determination, Star will endeavour to constructively engage with the tenant with the view to agreeing the appointment of a suitably qualified and competent Independent Assessor.</p> <p>Star monitors all notices received to ensure they are processed and actioned within the statutory timescales. All notices are tracked on an internal tracker which is regularly reviewed and monitored by the CCO to ensure Star's practice and processes are working effectively and efficiently and to identify any improvements that may be required. Regular calls with involved personnel take place to ensure progress is being made to discuss engagement with the tenant and/or their advisors.</p> <p>Any disputes would follow Star's complaints process to ensure a fair and consistent approach.</p>
	<p>12.1 Provide a detailed report on how your POB handles arrangements during the MRO process (Reg 28).</p>	<p>Star has a review process in place through the Real Estate Team to ensure compliance with Regulation 28. This is overseen by the Real Estate Manager who reports to the Code Compliance Officer.</p> <p>A full list of MRO affected pubs is reviewed on a regular basis by members of the Real Estate Team and approved by the Real Estate Manager to ensure Star are compliant.</p>	
	<p>12.2 Provide a detailed report on how your POB handles required terms and conditions, including terms regarded as unreasonable - in regards to MRO tenancy (Reg 30 & 31).</p>	<p>Star does not offer any MRO agreements which contain a break clause that may only be exercised by the pub owning business. Further, Star does not impose a service tie in respect of insurance other than buildings insurance as part of the MRO agreement, with the option for the tenant to 'price match' in keeping with regulation 46 of the Pubs Code. Star does not include any terms in a proposed MRO tenancy which are not common in free of tie commercial agreements. The MRO agreement offered by Star is not excluded from the provisions of the Landlord & Tenant Act 1954.</p> <p>Star has worked with its external legal advisers to ensure that its standard terms of MRO agreement remain reasonable and compliant (including fully compliant with both Recommendations 1 and 2 of the PCA's Investigation Recommendations) and has completed the compliance exercises as set out under Recommendations 3 and 8 of the PCA's Investigation Recommendations.</p> <p>Star keeps its standard terms under constant ongoing review as part of its Compliance Record and Declaration process. These are approved by way of a call and minutes are taken. Where a term is identified as being potentially unreasonable or not compliant Star has processes in place to identify any other cases that may be affected and to ensure that its standard terms are updated accordingly</p>	
<p>MRO - Independent Assessor Regulations 36-38</p>	<p>13. Provide a detailed report on your POB's compliance with Independent Assessor regulations 36-38; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p>	<p>Star endeavours to jointly agree with a tenant the appointment of a suitably qualified and competent Independent Assessor. This may not always be possible and where this is the case Star will send to the tenant a signed form to apply to the PCA for the PCA to make the appointment. Star has a process in place to ensure that the payment of fees associated with an independent assessor can be made in a timely manner avoiding any delay to the process.</p> <p>Star is aware of and follows the independent assessor procedure as set out in the Regulations, not limited to but including the timeframes and provision of information as set out.</p> <p>Processes and procedures are in place to ensure that all documents/ information that are required to be provided to an Independent Assessor are accurately collated and issued in a timely manner. Star is aware of the obligations of the Independent Assessor in their duty to provide a rental determination. Star is further aware of the requirement for the tenant to accept or reject the determination as made by the Assessor within 21 days.</p>	
<p>MRO - End of Procedure Regulations 39 and 40</p>	<p>14. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p>	<p>Star and its employees are aware of the circumstances that end the MRO procedure and these are communicated to tenants. Star ensures tenants are made aware of any actions they take which may bring their MRO rights to an end.</p> <p>Star is aware that where a dispute rises at the end of an MRO procedure due to Regulation 28 (3) this may be referred to the Adjudicator.</p>	

Business Development Managers: Regulation 41	15. Provide a detailed report on your POB's compliance with BDM regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	All BDMs receive full training on the Code and rent assessments before they complete their induction and have contact with tenants. Further face to face training is undertaken with the Code Compliance Manager for any new starts. All relevant Star personnel are subject to continuous professional development and improvement. This includes for example attendance at annual code Refresher Training as well as an ongoing training throughout the year on Code related topics which is delivered internally and by Star's external legal advisers. Completion of the annual Code training is an objective within the Star appraisal system for all BDMs. Star is committed to the continuous professional development and improvement of BDMs. Star is investing in its BDMs and is promoting and encouraging personnel to attain the BII Accredited qualification – MUM/MRM. This is to a minimum of level 3 with the majority being level 4.	
Code Compliance Officer: Regulation 42	16. Provide a detailed report on your POB's compliance with the duty to appoint a Code Compliance Officer; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	Star takes its responsibility to appoint a suitably qualified employee to the role of CCO very seriously. The CCO for Star sits on the Leadership team for Star and is therefore afforded an overview of compliance within the organisation. The CCO is empowered with the resources necessary to undertake the role including regular contact and discussions with both BDMs and tenants. Business wide reporting allows the CCO to ensure statutory deadlines are being adhered to and to identify any areas for process improvements. All Code processes are regularly reviewed to ensure they are fit for purpose and to identify any improvement areas.	
Insurance: Regulation 46	17. Provide a detailed report on your POB's compliance with insurance provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. 17.1. With specific regard to regulation 46(2)(a); confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and, if so, that this information has been communicated to your tenants. 17.2 With specific regard to regulation 46(2)(b); confirm if your POB - or any other group - receives, or expects to receive any commission or rebate and, if so, that this information has been communicated to your tenants. 17.3 Provide a detailed report on your POB's compliance with regulation 46(3); identifying any and all steps taken to verify compliance and improve Code-related arrangements. Include here, details on how your POB - or any third party selected by the POB - assesses if the tenant's suggested insurance policy is suitable and comparable.	Star completed an internal review in respect of this area of the Code in 2021. During the reporting period, Star has been liaising with the PCA's regulatory team regarding this. Star completed an internal review in respect of this area of the Code in 2021. During the reporting period, Star has been liaising with the PCA's regulatory team regarding this. No. Star Pubs & Bars do not receive any commission or rebate in connection with the Star's block buildings insurance policy. This is stated on page 4 of Star's Guide to Insurance Responsibilities. Star provided its tenants with the information set out in regulation 46(3) during the reporting period. Star also provides this information in its Guide to Insurance Responsibilities. In terms of assessing if a tenant's suggested insurance policy is suitable and comparable, the tenant must provide Star with the information set out in the Guide to Insurance Responsibilities (page 5) and the assessment is made by Star's Insurance Manager.	
Miscellaneous			
Extended Protections Regulation 45A	18. Provide a detailed report on your POB's compliance with the requirement to notify the Adjudicator of circumstances giving rise to extended protection.	The requirement to notify the Adjudicator of circumstances giving rise to extended protection now forms part of Stars standard ways of working. The estates team and compliance team are aware of this requirement along with the Code Compliance Manager and Code Compliance Officer. Star's legal advisors will also ensure the necessary steps have been taken when the requirements are fulfilled.	
Gaming Machines Regulation 47	19. Provide confirmation that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	Star offers two options for machine income: 1) Machine income is shared between Star and the tenant. Machine income is excluded from the pub income on the Rent Assessment and is therefore not part of the divisible balance. 2) Machine income is not shared with Star. Machine income is included on the Rent Assessment when calculating the profitability and establishing an appropriate rent for the pub. An alternative Rent Assessment showing this option is available on request during the application process for all pubs.	
Sale of Freehold / Long Leasehold Regulation 49	20. Provide a detailed report on your POB's compliance with sale of freehold / long leasehold regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements. 20.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.	Star has a process in place, as part of the disposal policy to ensure a tenant is informed when a pub has been identified for sale. The BDM will discuss this with the tenant and a formal letter will then be issued to confirm. The notification to tenant forms part of the formal disposal process - it is therefore not possible for a sale to proceed without the tenant being notified.	

Detriment Regulation 50	21. Provide a detailed report on your POB's processes to ensure your tenants do not suffer detriment when exercising their rights under the Code regulations.	Star endeavours to work in commercial partnership with tenants and that includes ensuring tenants do not suffer any detriment on account of exercising any rights under the Code. Star's ways of working and training set out that a relationship and/or interactions with a tenant should not be altered on account of rights being exercised under the Code.	
Flow Monitoring Devices Regulation 51	22. Provide a detailed report on your POB's compliance with Flow Monitoring provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Star does not impose any liabilities on a tenant as a result of any reading taken from a flow monitoring device without additional evidence. Star has a clear policy on the installation and use of flow monitoring equipment. This sets out clear rules and understanding and this is provided to tenants. The content of the document is regularly reviewed to ensure it remains reasonable and compliant.	
Exemptions Regulations 54-56	23. Provide a detailed report on your POB's compliance with part 12 of the Code; identifying any and all steps taken to verify compliance and improve Code-related arrangements. Specifically identify how you comply with:	Star understand the criteria of exemptions from the Code and have incorporated these into ways of working.	
23.1 The provisions in regulation 54 - short agreements	Star is aware of the content of Regulation 57 and what constitutes a void or unenforceable term. Star ensures that all employees are aware of the requirements.		
23.2 The provisions in regulation 55 - pub franchise agreements	Star does not have any franchise agreements		
23.3 The provisions in regulation 56 - Investment exception	Star is aware of the rules regarding an investment exception as laid down in Regulation 56. Star's policies and procedures reflect this and personnel are trained to understand the requirements. All investments are 'tested' to see if they fulfil the required criteria. All investments within Star are subject to very strict sign off criteria. The investment exception forms part of this process. All of the information is tracked and regularly reviewed. Star has not yet had any situations where exemptions have come to an end. Nonetheless, Star has processes and procedures in place to ensure compliance in the event of a relevant situation occurring.		
Void or unenforceable terms of a tenancy or licence Regulation 57	24. Provide a detailed report on your compliance with regulation relating to void or unenforceable terms; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Star is aware of the content of Regulation 57 and what constitutes a void or unenforceable term. Star regularly reviews their agreement strategy, and this includes ensuring no void or unenforceable terms are contained within Star current agreements. Where historic agreements exist then any unenforceable terms will be ignored when interpreting agreements.	

Section C – Breaches and complaints

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

Compliance Area	Details	POB Response	Additional Response Space	
Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations. For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs Code, regardless of whether the Pubs Code itself, or individual regulation, is cited.				
Part 2	Pub Entry Training Regulation 9	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -	
	Sustainable Business Plan Regulation 10	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -	
	The Required Information Regulation 11	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -	
	Assignments Regulation 12	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -	
	Premises Regulation 13	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	12 12 0 Pub 1 - Tenant complained about Star failing to carry out works that Star had promised to do. The works were carried out and the business was supported with a concession - the complaint was then closed. Pub 2 - complaint about slow progress on repairs and slow payment of money from repairs fund - matter investigated and matter successfully concluded Pub 3 - complaint about Star not doing repairs to the property - works are currently in progress at the outlet. Pub 4 - complaint about time taken to carry out works on a TMA - repair issues investigated and works carried out Pub 5 - complaint regarding loss of hot water at property and slow resolution by Star - matter dealt with and tenant was compensated for inconvenience. Pub 6 - complaint from tenant regarding Star not repairing equipment in the pub - matter investigated and concluded that the equipment replacement was the liability of the tenant. Pub 7 - complaint from lessee relating to an ongoing sewerage and drain issue - matter investigated and confirmed that it was largely outside the control of Star due to other users of the drain and access issues. Pub 8- complaint regarding repair issues being slow, matter investigated and this matter is still ongoing. Pub 9 - complaint regarding who is responsible for a repair, matter investigated and repair issue was resolved. Pub 10 - complaint regarding slow repairing of water ingress problem - matter was investigated and a plan was put in place to carry out repairs. Pub 11 - complaint regarding slow handling of repair issues - matter was investigated and found that it was delayed due to need to wait for an asbestos report. Once received a planned timescale for the works was confirmed and works carried out. Pub 12 - complaint regarding slow management of repair issues - this was investigated and the repairs were carried out.	
	Short Agreements Regulation 14	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -	
	Part 3	Rent Proposal - Duty to Provide Regulation 15	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -
		Rent Proposal - Contents Regulation 16	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -
		Rent Proposal - When it must be provided Regulation 17	Total number of breaches, or alleged breaches. • Of which, those upheld. • Of which, those not upheld. Steps taken in relation to each breach, or alleged breach, and the outcome(s).	0 0 0 -
		Rent Proposal - Further Information and Advice Regulation 18	Total number of breaches, or alleged breaches.	0

		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
Part 4	Rent Assessment - Duty to Conduct Regulation 19	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Rent Assessment Proposal Regulation 20	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Conduct of the Rent Assessment Regulation 21	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
Effect of the Rent Assessment Regulation 22	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-		
Part 5	MRO Notice - Significant Increase Regulation 24	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	MRO Notice - Trigger Event Regulation 25	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	MRO Notice - Renewal Regulation 26	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
MRO Notice - Rent Assessment Regulation 27	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-		
Part 6	MRO Procedure - Arrangements Regulation 28	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	MRO - Effect of Tenant's Notice Regulation 29	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	MRO - Required Terms and Conditions Regulation 30	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
MRO - Unreasonable Terms and Conditions Regulation 31	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-		
MRO - Procedural dispute Regulation 32	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-		
MRO - Event Dispute Regulation 32	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		

		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
MRO - Right to Refer Regulation 35		Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	

Part 7	MRO - Appointment of Independent Assessor Regulation 36	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	MRO - Independent Assessor: Procedure Regulation 37	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	MRO - Referral to Adjudicator in connection with the Independent Assessor Regulation 38	Total number of breaches, or alleged breaches.	0	
• Of which, those upheld.		0		
• Of which, those not upheld.		0		
Steps taken in relation to each breach, or alleged breach, and the outcome(s).		-		
Part 8	MRO - End of Procedure Regulation 39	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
	MRO - Disputes about rent etc payable during MRO procedure Regulation 40	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
Part 9	Business Development Managers Regulation 41	Total number of breaches, or alleged breaches.	10	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	10	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 13 - Complaint from tenant about poor handling of dilapidations process and lack of communication from BDM & RPM - the complaint was dealt with and the tenant exited the pub. Pub 14 - complaint from tenant about an array of topics including exit statements, F&F and BDM conduct - issues investigated resolved with the tenant. Pub 15 - complaint from tenant about time taken by EM to negotiate and agree rent event - matter picked and agreement on rent event concluded in a timely manner. Pub 16 - complaint from tenant about BDM falsifying meeting minutes and not accurately reflecting what happened at the meeting. Full investigation carried out and found that there was no evidence of falsifying minutes. Pub 17 - complaint from tenant regarding poor communication from BDM when tenant wanted to exit the pub due to poor health. This matter was investigated and following a meeting with the Regional Operations Director the matter was resolved. Pub 18 - complaint about poor BDM behaviour and lack of communication - the matter was investigated and found that the BDM had acted appropriately. Pub 19 - complaint regarding slow replies relating to repairs - matter investigated and resolved. Pub 20 - complaint sent to CCO regarding the poor BDM support received during the tenancy. The matter was fully investigated and no evidence of this was found and the matter was brought to a close. Pub 21 - complaint regarding conduct of BDM and EM during investment conversations and rent review conversations. The matter was investigated and steps were taken to acknowledge where Star had been uncommunicative and apologised for this. Pub 22 - complaint about lack of support from BDM - this was investigated and it was found that there whilst there were some minor errors which have been rectified, no breach had occurred. All parties agreed to work to improve the relationship going forwards.	
	Code Compliance Officer - Duty to appoint Regulation 42	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Extended Protection Regulation 45A	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
Insurance Regulation 46	Total number of breaches, or alleged breaches.	1		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	1		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 23 - Complaint from tenant to Star CCO about how Star recharges building insurance and the insurance provisions - this followed confirmation that a repair issue at the pub was not covered by insurance.		
Gaming Machines Regulation: 47	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-		

Part 10	Blank template for P&L Regulation 48	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Sale of Freehold or Long Leasehold Regulation 49	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Tied Pub Tenant Not to Suffer Detriment Regulation 50	Total number of breaches, or alleged breaches.	3	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	3	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 24 - exiting lessee had unknown charges applied to account. Matter investigated and resolved. Pub 25 - lessee complained due to delayed exit statement - matter investigated and resolved. Pub 26 - Complaint that Star had not taken payment for a beer order. Matter investigated and resolved by order being taken.	
Flow Monitoring Devices Regulation 51	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	0		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-		
Part 12	Exemptions - Short Agreements Regulation 54	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Exemptions - Franchise Agreements Regulation 55	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
	Exemptions - Investment Exception Regulation 56	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
Part 13	Void or Unenforceable Terms Regulation 57	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	-	
Other	Other complaints made by tenants	Number and narrative of complaints made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint.	0	