

Regulation 43 compliance report framework for pub-owning businesses

Reporting year 2020/2021

Pub Owning Business: Star Pubs & Bars

Reporting CCO Lynne Winter

Date of completion 2021

Declaration of compliance

Audit Committee Statement of compliance standard statement

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

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 on 30th September 2021.

Section A – Data provision

Estate data

As of 31 March 2021, total number of Pubs Code Agreements	1839
Total acquisitions since 31 March 2020	0
New tied tenancies since 31 March 2020 of premises that were already within the estate	58
Total disposals since 31 March 2020	36
Of which were to another Pub Owning- Business (POB)	0
Of which were sold to a person who is not a landlord of 500 or more tied pubs	12
Of which were permanently closed or directly disposed for other use	24
Pubs no longer tied (but still owned) since 31 March 2020	78
Of total Pubs Code Agreements, how many are:	
Agreements contracted into the Landlord and Tenant Act 1954	1256
Agreements not contracted into the Landlord and Tenant Act 1954	220
Short agreements	217
Of those, short agreements entitling occupation by a tenant for a total period of 12 months or more	146
Pub Franchise agreements within the meaning of regulation 55	0
Qualifying Investments within the meaning of regulation 56	107
Within the reporting period	
Number of legal surrenders	18
Number of assignments	12
Number of abandonments	13
Number of forfeitures	0
Of tenancies granted since the Pubs Code came into force	n/a
Of tenancies that are:	n/a
Less than 1 year	n/a
Between 1-2 years	n/a
Between 3-5 years	n/a
6 years or older	n/a

Contractual arrangements

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

Type of contractual arrangement	Pubs Code Agreement or otherwise
Business Start Up	Inside
3/5 year Agreement	Inside
FRI	Inside
TMA	Depends if <> 12 months
Rolling Agreement	Inside
Management Agreement	Inside
Punch Agreements (over 50 lease types)	Inside
Closed	Outside
Just Add Talent	Outside

Rights to Renew

Total number of regulated tenants with a contractual right to renew (as of 31 March 2021)	1262
During the reporting period number of regulated tenants who exercised a contractual right to renew their tenancy	4
Of which, the number of these to which the POB consented	4
Of which, the number of these that were opposed by the POB	0
Section 25 Notices issued opposing a new tenancy LTA 1954	1
Section 25 Notices issued proposing a variation of the terms	30
Section 26 Notices opposed	0
Section 26 Notices unopposed	3
Number of instances of landlord opposing renewal in whole or in part in reliance on s.30(1)(g)	1
Number of Landlord and Tenant Act 1954 Section 25 notices served during the reporting period after MRO notice received Of which, the number served within a MRO procedure	0
Number of ongoing Landlord and Tenant Act 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation	0
Of which, the number of objections to a new tenancy that were upheld	0
Of which, the number of objections to a new tenancy that were dismissed	0

Number of new tied tenants overall in this reporting period.	230
Number of premises previously under tied tenancies, leases and/or licences that have been brought into the managed estate during this reporting period.	3
Number of new tied tenancies/protected under the Landlord and Tenant Act 1954	55

Rent proposals

Number of rent proposals provided within the reporting period	
under regulation 15(2)-(5)	34
under regulation 15(6)	0
under regulation 15(7) unprotected new agreements	4

Rent assessment proposals

Number of rent assessment proposals provided under regulation 19(1)(a) within the reporting period	179
Number of rent assessment proposals under regulation 19(2)(a) within the reporting period that have been:	
Requested	2
Provided	0
Rejected	2
Number of rent assessment requests under regulation 19(2)(b) within the reporting period	
Requested	0
Provided	0
Rejected	0
Number of rent assessment requests under regulation 19(2)(c) within the reporting period	
Requested	6
Provided	0
Rejected	6

Market Rent Only (MRO)

Within the reporting period:	
Total number of MRO notices received	46
Of which were accepted	36

Of which were rejected	10
Of which were withdrawn	0
Number of MRO notices under regulation 24 – a significant increase in the price of a product or service	
Received	0
Accepted	0
Rejected	0

Market Rent Only (MRO) (cont.)

Number of MRO notices under regulation 25 – a trigger event	
Received	5
Accepted	0
Rejected	5
Number of MRO notices under regulation 26 – the renewal of a pub arrangement	
Received	9
Accepted	7
Rejected	2
Number of MRO notices under regulation 27 – a rent assessment or an assessment of money payable in lieu of rent	
Received	32
Accepted	29
Rejected	3
Number of full responses to accepted MRO Notices issued	36
Number of full responses to rejected MRO Notices issued	9
Where MRO Notice has been received and accepted:	
Free of tie arrangements agreed by new agreement	6
New free of tie arrangements agreed by deed of variation	0
New tied arrangement agreed by new lease	0
Other new tied arrangements agreed (rent or other terms)	9
Tied tenant departures from the pub	5
Other outcomes	0
Ongoing – yet to be concluded	93
Length of MRO tenancy offered	

Minimum period (in months)	60
Maximum period (in months)	245
Most commonly offered length of period (in months)	120
Length of MRO tenancy agreed	
Minimum period (in months)	48
Maximum period (in months)	120
Most commonly agreed length of period (in months)	120
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures	2

Independent Assessors

Number of Independent Assessor appointments	11
Of which, were jointly agreed with the tenant	10
Of which were appointed by the PCA	1
Number of cases where rent was determined by the IA – please list for each case:	
<p>The proposed MRO rent</p> <p>1 - £85,250 2 - £60,000 3 - £79,000 4 - £80,000 5 - £66,000 6 - £80,000 7 - £48,500 8 - £48,750 9 - £73,750 10 - £64,000 11 - £147,500</p>	
<p>The MRO rent set by the Independent Assessor</p> <p>1 - £69,000 2 – £34,575 3 - £56,400 4 - £66,650 5 - £49,800 6 - £56,500 7 - £36,375 8 - £44,650 9 - £48,500 10 - £43,850 11 - £99,400</p>	

Buildings Insurance

Number of tenants requesting to price match their building insurance during the reporting period	2
Number of unsuccessful price match requests	2
What commission or rebate do you receive from insurers (percent)?	0
Number of occasions when you have purchased the tenant's alternative policy	0
Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).	0

Gaming machines

Number of new Pubs Code tied agreements including renewals in which:	
If the tenant elects in the tenancy or licence agreement to have a gaming machine, they are required to purchase or rent it from the POB or a nominated supplier	329
The tenant has entered into a side agreement to purchase or rent a gaming machine from the POB or a nominated supplier	206
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	123

Blank template requests

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

Number of notifications under regulation 49(2)	17
On how many occasions has the POB relied upon the exemption in regulation 49(3)?	0

Section B –Code compliance

For each of the following Code requirements please:

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

Regulation:	
<p>9 Pubs entry training</p>	<p>a) All tenants must complete appropriate industry training. During the interview process Star directs all applicants to complete the Pre-Entry Awareness Training (PEAT) course which is ran by the British Institute of Innkeeping and covers:</p> <ol style="list-style-type: none"> a. The Pub Industry b. Types of Agreement c. The Tie d. The premises & repairs /maintenance e. Rent f. Business planning g. Pub Company Support <p>Star also runs a detailed training course called 'Inside Knowledge' and the requirement to complete this is communicated by Star to potential tenants as part of the recruitment process. This is an interactive online classroom course and consists of seven 2.5-hour sessions run over a two-week period. This includes two sessions undertaken with a dedicated mentor.</p> <p>Completion of the Inside 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 conditions laid out in Regulation 9(3)(a) (b) or (c) of the Pubs Code.</p> <p>Star provides all tenants with free BII membership, this allows access industry expertise and advice at the time of entry and beyond.</p> <p>b) Over the reporting period the PCA's office has engaged with the POBs regarding tenant's pre-entry process and experience. When reviewing the correspondence issued by the PCA, Star re-evaluated the ingoing process offered</p>

	<p>to tenants. Following this review, although Star did not require to make any improvements to its pre-entry process, it decided to give refresher training to BDMs as many of them had spent time on furlough so it was an opportune time for a re-brief.</p> <p>In advance of the CCO Workshop on 30 November 2020, Star's Code Compliance Officer prepared and submitted to the PCA a PowerPoint slide deck containing information in response to the PCA's request dated 14 September 2020. The presentation provided detail on topics including: the new tenant induction; pre-entry training and business plan.</p> <p>c) Star's onboarding process requires evidence that a tenant has completed Pre-Entry training or alternatively that a valid waiver has been approved. A tenant is unable to proceed with an agreement until this has been satisfied.</p> <p>Records are kept in order to ensure compliance. All tenants attend and if exemptions are applicable these will be noted.</p> <p>The content of the Inside knowledge course is reviewed regularly to ensure that it remains relevant.</p> <p>Feedback is also sought from attendees as to how improvements can be made. This course was historically classroom based, but in order to avoid any disruption to tenants during the pandemic and to ensure uptake and completion is maintained, Star has moved the course online.</p>
<p>10 A sustainable business plan</p>	<p>a) During the recruitment process the tenant is advised to take independent professional advice. Before a tenant enters into a new agreement with Star, they must complete a business plan compliant with Regulation 10.</p> <p>At the appropriate time in the process Star will provide the tenant with a business plan template and recommend that this is prepared with a licensed trade accountant. A copy of the rent model for the outlet is also provided and this includes benchmark data.</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, and a sensitivity analysis showing the effect of an increase or decrease in trade also requires to be included together with any information reflecting the applicant's research of the local area.

The business plan is reviewed and approved by the BDM before any formal offer of an agreement is made. Further analysis of the business plan is undertaken as part of Inside knowledge course to ensure the tenant fully understands the pub and their obligations in the agreement.

- b) Over the reporting period the PCA office has engaged with the POBs regarding tenant's pre-entry experience. When reviewing the correspondence issued by the PCA, Star evaluated the ingoing process offered to tenants. Following this, although Star did not require any improvements to its pre-entry process, it decided to give refresher training to BDMs as many of them had spent time on furlough so it was an opportune time for a rebrief. In advance of the CCO Workshop on 30 November 2020, Star's Code Compliance Officer prepared and submitted to the PCA a PowerPoint slide deck containing information in response PCA's request dated 14 September 2020. The presentation provided detail on topics including: the new tenant induction; pre-entry training and business plan.
- c) An applicant will not be able to progress with their application until a sustainable business plan has been approved by the BDM. As part of the Inside Knowledge course the business plan is further tested and feedback is given by the BDM. An implementation strategy is agreed and this ensures that the tenant is clear about their obligations and plans.

Star's process for ingoing will not allow an agreement to progress until a sustainable business plan has been received and successfully reviewed. All stages are visible on Star's recruitment / ingoing

	<p>system and are regularly reviewed to ensure compliance and that they remain up to date.</p>
<p>11 The required information</p>	<p>a) Star's recruitment process is structured to ensure the tenant receives all of the Schedule 1 information before they proceed to prepare and submit their business plan. Some of the information is provided via the Star website and some goes directly to the applicant, as part of their application process. Until Star is satisfied that the applicant has all of the information a business plan template will not be provided.</p> <p>b) Over the reporting period the PCA office has engaged with the POBs regarding tenant's pre-entry experience. When reviewing the correspondence issued by the PCA, Star re-evaluated the ingoing process offered to tenants. Following this, although Star did not require to make any improvements to its pre-entry process, it decided to give refresher training to BDMs as many of them had spent time on furlough so it was an opportune time for a re-brief. In advance of the CCO Workshop on 30 November 2020, Star's Code Compliance Officer prepared and submitted to the PCA a PowerPoint slide deck containing information in response PCA's request dated 14 September 2020. The presentation provided detail on topics including: the new tenant induction; pre-entry training and business plan.</p> <p>c) To ensure compliance, the Head of Recruitment undertakes regular planned and spot check audits to make sure that the information is being provided. Star will not accept a business plan until we are confident that the tenant has received and considered all of the Schedule 1 information.</p>
<p>12 Duty of pub-owning business where tenant intends to assign the tenancy</p>	<p>a) Star has a detailed assignment policy which is implemented with Star's external legal advisors. When a tenant confirms to Star that they wish to assign, an assignment pack is prepared and issued. The pack contains information for the both the assignor and assignee along with details of any applicable charges. Schedule 1 information is also provided and issued with the pack.</p>

	<p>The assignee is required to complete a detailed application form and upon receipt of this they will meet with the Star BDM and EM to discuss the process, application in further detail, and explain the obligations of both parties.</p> <p>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 of the pre-entry stages e.g. pre- entry training, business plan. Star will insist that both the assignor and the assignee use a solicitor to complete the transaction.</p> <p>b) During the reporting period Star has reviewed and updated the assignment policy to ensure the process is clearer to both the assignor and the assignee. The assignment guide (which is available to tenants) has been updated to represent changes to ways of working as appropriate.</p> <p>c) Due to the complexities of the assignment process Star undertakes this work in conjunction with its external legal advisors. To ensure compliance, the relevant paperwork must be submitted, checked by Star’s external legal advisors approved internally before the assignment is allowed to complete.</p>
<p>13 Premises</p>	<p>a) Before entering into an agreement with Star, the applicant will undertake a full inspection of the premises accompanied by a member of Star’s staff. This will include the trading and any living accommodation, if applicable. From the commencement of the recruitment process the applicant is strongly advised to instruct their professional surveyor.</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, detailing the works and who is to undertake them. Upon completion of the works a schedule of condition will be issued or updated as applicable.</p> <p>The schedule of condition will be updated should further significant works require to</p>

be undertaken and will be taken into account when addressing repairs throughout the term of the agreement and at renewal/ expiry.

A survey will generally 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.

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.

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.

- b) Star considers that its existing policies and processes are compliant and accordingly no amendments during the reporting period have been necessary. Furthermore, no issues have been identified.
- c) To ensure compliance with this section of the Code, Star has strict recruitment and property procedures in place. There are safeguards within Star's procedures to ensure that personnel cannot progress to the next stage in the process until the requirements of the Code have been fulfilled. For example, an agreement is unable to progress unless a schedule of works and / or condition have been agreed and documented between the parties.

<p>14 Short agreements</p>	<p>a) Before entering into a short agreement, the applicant will be provided with all key documentation and details of the key terms of the agreement.</p> <p>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>b) During the reporting period Star's BDMs had refresher training to reinforce knowledge of what is a short agreement and the requirements of such.</p> <p>c) 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>
<p>15 Duty to provide a rent proposal</p>	<p>a) Star provides a rent proposal where the conditions laid out in Regulation 15 of the Code are satisfied</p> <p>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 in the Code.</p> <p>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>b) To ensure compliance, Star's processes are regularly reviewed. Star reviewed their policy following the PCA's publication titled "What Tied Pub Tenants Need to Know about Rent Proposals", released on 5 March 2021, to ensure the existing systems and processes were appropriate and compliant.</p> <p>c) The provision of a rent proposal is captured on Star's internal tracking and rent model systems. These are monitored</p>

	<p>to ensure information is provided in an accurate and timely manner.</p>
<p>16 Contents of the rent proposal</p>	<p>a) 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.</p> <p>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>b) Star reviewed their policy following the PCA’s publication titled “What Tied Pub Tenants Need to Know about Rent Proposals”, released on 5 March 2021, to ensure the existing systems and processes were appropriate and compliant.</p> <p>During the reporting period Star was embedding a new rent model system. This has been subject to regular evaluation and feedback to ensure compliance with the Code. Proposals are regularly checked and are subject to a work instruction check list.</p> <p>c) All rent models and associated information issued by Star are tracked using our internal systems. The proposals are approved and checked by the relevant Head of Estates before issue.</p>
<p>17 When the rent proposal must be provided</p>	<p>a) 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>b) Star reviewed their policy following the PCA’s publication titled “What Tied Pub Tenants Need to Know about Rent Proposals”, released on 5 March 2021, to ensure the existing systems and processes were appropriate and compliant. Following this, Star has not</p>

	<p>required to undertake any work in this area over the reporting period.</p> <p>c) All timescales are tracked by Star internally to ensure that they are complied with. The trackers are regularly reviewed by the CCO to ensure compliance and that the relevant information is issued in a timely manner.</p>
<p>18 Further information and advice in relation to the rent proposal</p>	<p>a) 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.</p> <p>Star personnel are trained to understand that any reasonable request for additional information must be acknowledged and actioned in a timely manner.</p> <p>b) During the reporting period Star reviewed their policies and procedures following the PCA Publication "What Tied Pub Tenants Need to Know about rent Proposals" and were satisfied that their existing policies and procedures were compliant.</p> <p>c) Regular evaluations and reviews are undertaken to ensure the appropriate information is being provided in a timely manner. Requests are monitored to identify any 'common' areas or themes in order that, where appropriate, any clarifications or process changes are made.</p>
<p>65 Rent proposals</p>	<p>a) Star is aware of the content and implications of Regulation 65. Star has not utilised Regulation 65 during the reporting period.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments during the reporting period have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star is aware of the content and implications of Regulation 65. Star has</p>

	<p>not utilised Regulation 65 during the reporting period.</p>
<p>19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent</p>	<p>a) Star conducts a rent assessment in the qualifying circumstances set out in Regulation 19 (1) & (2) of the Code.</p> <p>Star proactively ensures compliance with Regulation 19 (1) through the identification of events on a Work In Progress (WIP) tracker. 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 and processed in a timely manner.</p> <p>b) Star is aware of, and has taken into account in ensuring compliance, the PCA guidance published “What Tied Pub Tenants Need to Know about Rent Assessments and Rent Assessment Proposals”, released on 5 March 2021.</p> <p>Star has designed and implemented additional reporting during the reporting period in order to monitor and evaluate the effects of the Emergency Periods. Weekly reporting has been introduced to give the Star Leadership Team visibility of these events and associated progress. Star’s internal processes have been updated accordingly to reflect these changes with all relevant personnel informed.</p> <p>c) All rent assessments are tracked on Star’s WIP tracker to ensure they are actioned in a timely and compliant manner. The tracker is regularly reviewed, and compliance is closely monitored. Compliance in this area is regularly reported as part of Star’s monthly compliance cabinet.</p>
<p>20 The rent assessment proposal</p>	<p>a) All rent proposals are approved by a regional committee which comprises of Star personnel including at least one RICS qualified Chartered Surveyor.</p> <p>Star’s rent model has been 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 assessment proposal.</p>

	<p>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 weekly basis and forms part of the monthly Star Compliance Cabinet.</p> <p>b) Star designed and implemented additional reporting during the reporting period in order to monitor and evaluate the effects of the Emergency Periods. Weekly reporting has been introduced to give the Star Leadership visibility of these events and associated progress.</p> <p>c) All matters are recorded and tracked on Star's Work In Progress (WIP) tracker to ensure they are issued in a timely and compliant manner. The tracker is regularly reviewed, and compliance is closely monitored.</p>
<p>21 Conduct of the rent assessment or the assessment of money payable in lieu of rent</p>	<p>a) All rent assessment proposals are approved by a regional committee of Star personnel including at least one RICS qualified Chartered Surveyor.</p> <p>Star has processes in place to ensure that any additional information reasonably requested by a tenant is actioned and processed. Star ensures that all premises will be inspected within 3 months of the rent assessment proposal being provided.</p> <p>At all stages of the process Star informs tenants that they are strongly recommended to obtain independent professional advice.</p> <p>Before a new rent is documented Star will confirm with the tenant any monies due to be paid or credited and how that will be done.</p> <p>b) During the reporting period Star has reviewed its internal process for rent assessments. To strengthen compliance an additional step has been introduced into Star's internal process which is a rent proposal justification form. This sets out the terms of the proposal being made by the regional Estates Manager and is subsequently discussed and approved by the Head of Estates before being issued to the tenant.</p>

	<p>c) Star's internal policies and process ensure the accurate conduct of events and compliance. These are regularly checked and monitored by the CCO and Heads of Estates.</p>
<p>22 Effect of the rent assessment or the assessment of money payable in lieu of rent</p>	<p>a) 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.</p> <p>b) Star is aware of, and has taken into account in ensuring compliance, the PCA guidance published "What Tied Pub Tenants Need to Know about Rent Assessments and Rent Assessment Proposals", released on 5 March 2021.</p> <p>c) The rules as set out in the Regulations form part of Star's internal policies and procedures. All transactions are double checked internally to ensure compliance with the relevant sections of the Code.</p>
<p>66 Rent assessments</p>	<p>a) Star is aware of the content and implications of Regulation 66.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star is aware of the content of Regulation 66 but this is not frequently used. Star's internal policies and procedures take into account the relevant requirements</p>
<p>23 The MRO notice</p>	<p>a) Star's employees are trained to understand how to recognise an MRO notice and what it should contain.</p> <p>All MRO notices are handled by the dedicated Pubs Code team which is led by the CCO and are acknowledged and actioned in a timely fashion. 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>b) Star considers that its existing policies and processes are compliant and</p>

	<p>accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star personnel pass any MRO requests to the Pubs Code team to ensure that any notice received is compliant and valid. A regular review of notices received is undertaken to assist with training and development.</p>
<p>24 A significant increase in the price of a product or service</p>	<p>a) Star employees are trained to understand the content of Regulation 24.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star has a process in place to understand this regulation. During the reporting period this regulation has not been cited.</p>
<p>25 A trigger event</p>	<p>a) Star employees are trained to understand the content of Regulation 25.</p> <p>b) Star is aware and takes into account the contents of the PCA Publication “What Tied Pub Tenants Need to Know about Trigger Events”, updated to 10 July 2020.</p> <p>Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star has a process in place to identify and understand the content of Regulation 25. This is used to assess any requests made citing this.</p>
<p>26 The renewal of a pub arrangement</p>	<p>a) Star employees are trained to understand the content of Regulation 26 and the relevant sections of the Landlord & Tenant Act 1954 which identify a “renewal”.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary.</p>

	<p>Furthermore, no issues have been identified.</p> <p>c) Star has a process in place to identify and understand the content of Regulation 26. This is used to assess any request citing this Regulation</p>
<p>27 A rent assessment or an assessment of money payable in lieu of rent</p>	<p>a) Star employees are trained to understand the content of Regulation 27 and to identify when a rent assessment proposal has been issued by Star.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star has a process in place to identify and understand the content of Regulation 27 including identifying when a rent assessment proposal has been issued</p>
<p>67 Market rent only option: the MRO notice</p>	<p>a) Star is aware of the content and implications of Regulation 67,</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) During the reporting period there have been no cases giving rise to Regulation 67</p>
<p>28 Arrangements during the MRO procedure: rent etc</p>	<p>a) Star has established internal processes and procedures following receipt of an MRO notice.</p> <p>b) The review process for this Regulation has been formally incorporated into Star's policies and procedures. Star has reviewed its process and procedures following the publication of the PCA Advice Note "Tied rent review dispute resolution clauses and disputes during the MRO procedure" to ensure these process remain compliant.</p> <p>A monthly review is undertaken of all pubs that may be affected by this Regulation,</p>

	<p>by the Code Compliance Officer to ensure compliance.</p>
<p>29 Effect of tenant's notice</p>	<p>a) 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.</p> <p>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 be issued. This will be issued within the prescribed timescales as laid out in the Pubs Code.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star has detailed processes and procedures in place to record the receipt and processing of notices, both valid and invalid. Every stage is recorded, and regular reviews are undertaken by Star's Code Compliance Officer to ensure adherence to the Code.</p>
<p>30 Terms and conditions required in proposed MRO tenancy</p>	<p>a) When issuing a full response, in the circumstances specified in Regulations 24, 25 or 27, 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. There may be limited exceptions to this for Estate Management reasons.</p>

	<p>b) Following correspondence with the PCA Star undertook a review of offers made to ensure compliance.</p> <p>c) To ensure compliance, the term to be offered is discussed as part of Star's approval process and documented in the Compliance Record and Declaration. These are reviewed regularly by Star's Code Compliance Officer.</p>
<p>31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc</p>	<p>a) Star does not offer any MRO agreements which contain a break clause that may only be exercised by the pub owning business.</p> <p>Star does not impose a service tie in respect of insurance other than buildings insurance as part of the MRO agreement, under explanation that Star offers the tenant a 'price match' option in respect of insurance in keeping with regulation 46 of the Pubs Code.</p> <p>Star does not include any terms in a proposed MRO tenancy which are not common in free of tie commercial agreements.</p> <p>The MRO agreement offered by Star is not excluded from the provisions of the Landlord & Tenant Act 1954.</p> <p>b) Star has continued to engage with the PCA office following the outcome of the PCA's investigation into Star. 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>c) 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</p>

	<p>that its standard terms are updated accordingly.</p>
<p>32 Failure to acknowledge the tenant's notice, provide a full response etc</p>	<p>a) 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 to ensure Star's practice and processes are working effectively and efficiently and to identify any improvements that may be required.</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.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star has not made any referrals to the Adjudicator (save for self-referrals as part of the Covid Emergency Period) however, processes and procedures are in place to ensure the affected tenants would be notified of any intention to refer in a timely manner.</p>
<p>33 MRO procedure where a matter is referred to the Adjudicator in connection with the full response</p>	<p>a) 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 the 21 days to provide a revised response as directed by the arbitration process.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star and its external legal advisors are fully aware of the importance of the MRO procedure. Star and its external legal advisers have processes and procedures in place to ensure that all deadlines are appropriately identified and that all actioned are completed accordingly. Star conducts regular case reviews with its external legal advisers to ensure</p>

	<p>compliance and to identify any improvements that can be made to internal processes and procedures.</p>
<p>34 The negotiation period</p>	<ul style="list-style-type: none"> a) Star and its employees are aware of the negotiation period for both full and revised responses. Star will always endeavour to negotiate with tenants and to gain an understanding of their commercial issues regarding an MRO proposal. b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified. c) Star will track the start and end of the negotiation period and will advise the tenant of the timescales where applicable.
<p>35 Failure to agree: right to refer to the Adjudicator or independent assessor</p>	<ul style="list-style-type: none"> a) Star is aware that when it issues a subsequent proposed tenancy during the negotiation period that the tenant may refer the matter to the Adjudicator within 14 days. <p>Star is aware of the deadlines contained within Regulation 35 with regards to referring a rent to an Independent Assessor for determination.</p> <p>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> <ul style="list-style-type: none"> b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified. Star has taken into account the terms of the PCA's Guidance titled "Independent Assessor process during the COVID-19 emergency", published on 24 April 2020, where relevant.

	<p>c) Star will track and monitor all relevant deadlines and will advise the tenant of such where appropriate. All dates are recorded on a central tracker – the content of which is regularly monitored and reviewed.</p>
<p>36 Appointment of the independent assessor</p>	<p>a) 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>b) Star continues to monitor its internal policies and procedures to ensure that they remain compliant with the Pubs Code and consistent with the PCA’s published Guidance titled “What Tied Pub Tenants need to Know about Market Rent Only (MRO) and Independent Assessors” and Pubs Code: Independent Assessors (technical guide no. 13), in addition to the terms of the PCA’s Guidance titled “Independent Assessor process during the COVID-19 emergency”, published on 24 April 2020, where relevant.</p> <p>c) Star will monitor the timescales to jointly appoint an assessor and where this is not possible will assist the tenant in applying to the PCA. A review of payment and timings is regularly undertaken to ensure independent Assessor fees are paid in a timely manner.</p>
<p>37 Independent assessor: procedure</p>	<p>a) Star is aware of the independent assessor procedure as set out in Regulation 37 not limited to but including the timeframes as set out.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p>

	<p>c) Star monitors and records all steps of the IA process to ensure compliance with the Code. This is regularly reviewed.</p>
<p>38 MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor</p>	<p>a) Star has processes and procedures 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.</p> <p>Star is aware of the obligations of the Independent Assessor in their duty to provide a rental determination.</p> <p>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>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star reviews the information provided to the Independent Assessor to ensure that it is accurate and sufficiently detailed. Star will encourage the tenant to respond to the determination within the prescribed 21 day timescale</p>
<p>39 End of the MRO procedure</p>	<p>a) Star and its employees are aware of the circumstances that end the MRO procedure and these are communicated to tenants.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star regularly reviews all live MRO cases and this will include the circumstances where an MRO procedure has come to an end. Star will proactively notify a tenant where an MRO process is ending to ensure they are fully aware of the</p>

	<p>deadlines and any associated implications.</p>
<p>40 Disputes about rent etc payable during MRO procedure</p>	<p>a) 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> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Whilst Star has not had any instances of the use of Regulation 40, Star continues to monitor all referrals to identify any potential instances.</p>
<p>41 Business development managers</p>	<p>a) All BDMs receive full training on the Code and rent assessments before they complete their induction and have contact with tenants.</p> <p>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 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.</p> <p>Star is committed to the continuous professional development and improvement of BDMs (job role not Code definition). 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. (The progress of this training has been delayed due to Covid but catch-up plans are in place).</p> <p>b) Star has always been committed to the continuous professional development and improvement of BDMs. Additional training has been given this year following the PCA's Investigation into Star.</p> <p>A review of the PCA Publication "What Tied Pub Tenants Need to Know –</p>

	<p>Business Development Managers & Code Compliance Officers” was reviewed to ensure compliance.</p> <p>c) As set out above, Star’s induction programme is structured to ensure that BDMs undertake comprehensive training before having contact with tenants. Continuous professional development and improvement forms an integral part of the role and is provided on an ongoing basis throughout the year.</p> <p>All relevant Star personnel must complete the Annual Pubs Code refresher training with a pass mark of 90%.</p> <p>Any failures are overseen by the Code Compliance Officer with further training provided where required.</p>
<p>42 Duty to appoint a compliance officer</p>	<p>a) During the reporting period Star has had two Code Compliance Officers. Star’s Code Compliance Officers comply with the requirements laid out in Regulation 42. Contact details of the Code Compliance Officer are available on the websites of both the PCA and Star’s own website and are included in any relevant communications to tenants.</p> <p>b) Having reviewed the structure within Star and the requirements of the Code Compliance Officer role, Star changed the appointment in September 2020.</p> <p>Star has strengthened the Compliance structure in place with the commencement of the monthly compliance cabinet and additional independent support and compliance expertise from our wider business to provide additional challenger and rigour. outside of Star (i.e. Heineken), together with the restructuring of reporting lines to strengthen Star’s governance framework.</p> <p>The PCA’s Publication “What Tied Pub Tenants Need to Know – Business Development Managers & Code Compliance Officers” was reviewed to ensure compliance, and in keeping with Star’s actions in response to Recommendation 4 of the PCA’s Recommendation Action Plan, the CCO’s</p>

	<p>job description has been updated to reflect the revised structure.</p> <p>c) Star has instituted compliance monitoring as detailed in its response to Recommendation 5 of the PCA's Investigation Recommendations to ensure a formal and monitored compliance approach. Star's Code Compliance Officer reviews ongoing Compliance day to day with a formal review on a monthly basis to the Compliance Cabinet. Further updates are provided to the Star Leadership team and other senior stakeholders.</p>
<p>46 Insurance</p>	<p>a) Star purchases a block building insurance policy providing cover for typical property damage risks for the entire global estate and re-charge our tenant's based upon pre-agreed charges at levels that have been benchmarked against developments in UK property insurance premiums.</p> <p>The policy insures the public house estate and fixtures and fittings owned by Star in respect of loss arising from physical damage. There is a business interruption element of the insurance which covers 'loss of rent' for a period of up to 18 months when there is physical damage to a premises. The policy is largely self-insured and we use Aon, Rotterdam as our insurance broker with the policy renewing annually on 1 January.</p> <p>Information on insurance is available in Star's guide to Insurance Responsibilities which is published on its website and includes detail on the ability to price match.</p> <p>b) Following the decision of the Supreme Court in Mastercard Incorporated and others (Appellants) v Walter Hugh Merricks CBE (Respondent) [2020] UKSC 51 and the PCA's Factsheet of 18 December 2020 titled "What Tied Pub Tenants Need to Know about Insurance" Star commissioned an internal review of the content of the information and correspondence ordinarily provided to tenants. The internal review remained ongoing at the end of the current reporting period.</p>

	<p>c) An internal review in respect of this area of the Code remained ongoing at the end of the current reporting period.</p>
47 Gaming machines	<p>a) Star does not require a new tenant or a tenant subject to renewal to compulsory purchase or rent gaming machines.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star's agreement options do not compel a tenant to purchase or rent gaming machines. There are no exceptions to this</p>
48 Blank template for profit and loss account	<p>a) Star has a blank profit and loss template which is issued to any tenant at their request or as part of the recruitment process.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star will monitor to ensure all requests are actioned and processed in a timely manner.</p>
49 Sale of freehold or long leasehold	<p>a) Star has a policy in place 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.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) Star's disposal process includes notifying the tenant once an outlet has been identified to be sold. The pub will not be marketed before a tenant is fully informed of the intentions. This forms part of Star's internal policies and procedures.</p>

<p>50 Tied pub tenant not to suffer detriment</p>	<p>a) 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.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) 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.</p>
<p>51 Flow monitoring devices</p>	<p>a) Star does not impose any liabilities on a tenant as a result of any reading taken from a flow monitoring device without additional evidence.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) 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.</p>
<p>54 Short agreements</p>	<p>a) Star is aware of the requirements for short agreements as set out in Regulation 54 of the Code.</p> <p>Star maintains a tracker identifying all tenants on a short agreement. Where a tenant has been in occupation under a short agreement for more than 9 months Star will issue a letter to the tenant referencing the Code rights. Following the issuing of the letter Star's BDM will contact the tenant to discuss the next steps prior to the expiry of the 12 month period. Where a tenant, previously in occupation under a short agreement, remains in the property after 12 months, Star will discuss and formalise a new lease arrangement with the tenant.</p>

	<p>b) Star has not made any amendments to its practices or process during the reporting period and no issues have been identified.</p> <p>c) Star's ways of working take into the requirements of Regulation 54 of the Code. During the reporting period Star's BDMs had refresher training to reinforce knowledge of what is a short agreement and the requirements of such.</p>
<p>55 Pub franchise agreements</p>	<p>Star does not have any pub franchise agreements and is unable to comment further.</p>
<p>56 The investment exception</p>	<p>a) 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.</p> <p>b) Star considers that its existing policies and processes are compliant and accordingly no amendments, during the reporting period, have been necessary. Furthermore, no issues have been identified.</p> <p>c) 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.</p> <p>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.</p>
<p>57 Void or unenforceable terms of a tenancy or licence</p>	<p>a) 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.</p> <p>b) Star has not made any amendments to the process or ways of working during the reporting period and no issues have been identified.</p> <p>c) Star regularly reviews their agreement strategy, and this includes ensuring no void or unenforceable terms are contained</p>

	<p>within Star current agreements. Where historic agreements exist then any unenforceable terms will be ignored when interpreting agreements.</p>
<p>Identify any and all steps taken to verify Code compliance in accordance with Core Code principles in any case where Code rights interact with POB right to possession, under LTA or otherwise (eg application of s 31(1)(g) LTA; application of s 146 Law of Property Act 1925</p>	<p>As demonstrated in the numerical aspect of the report Star has served 1 hostile Section 25 notice during the reporting period and 1 Section 146 notice. Star will always consider these matters very carefully and any proposals are subject to approval at Commercial Review Group which is attended by senior stakeholders.</p> <p>Star will take into account all of the relevant circumstances including Core Code principles to evaluate before reaching a decision to proceed. As the numbers demonstrate this is not something that Star does on a regular or frequent basis.</p>

Section C – Breaches and complaints

9 Pubs entry training	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
10 A sustainable business plan	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
11 The required information	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
12 Duty of pub-owning business where tenant intends to assign the tenancy	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
13 Premises	Total number of breaches or alleged breaches	3
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	3
	Steps taken in relation to each breach or alleged breach and outcome	The complaints in question

		relate to repairs and did not cite which section of the Code was alleged to have been breached, for transparency Star is including here. Following full investigation of the complaints Star was satisfied that none of these complaints involved a breach of the Code.
14 Short agreements	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
15 Duty to provide a rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
16 Contents of the rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a

17 When the rent proposal must be provided	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
18 Further information and advice in relation to the rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
65 Rent proposals	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
20 The rent assessment proposal	Total number of breaches or alleged breaches	1
	Number of breaches or alleged breaches upheld	1
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	Tenant contacted Star stating that they had not recieved a rent assessment proposal.

		Upon investigation a data error was identified and rectified. A RAP was subsequently issued to the tenant.
21 Conduct of the rent assessment or the assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
22 Effect of the rent assessment or the assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
66 Rent assessments	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
23 The MRO notice	Total number of breaches or alleged breaches	1
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	1
	Steps taken in relation to each breach or alleged breach and outcome	Tenant claimed that Star had not made them aware of the timescale to request MRO. The

		matter was investigated and although no breach was found Star offered the tenant a FOT agreement.
24 A significant increase in the price of a product or service	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
25 A trigger event	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
26 The renewal of a pub arrangement	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
27 A rent assessment or an assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
67 Market rent only option: the MRO notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0

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

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

connection with the independent assessor	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
39 End of the MRO procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
40 Disputes about rent etc payable during MRO procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
41 Business development managers	Total number of breaches or alleged breaches	3
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	3
	Steps taken in relation to each breach or alleged breach and outcome	In all 3 instances Star fully investigated the complaints and no Code breaches were found.
42 Duty to appoint a compliance officer	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
46 Insurance	Total number of breaches or alleged breaches	0

	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
47 Gaming machines	Total number of breaches or alleged breaches	1
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	1
	Steps taken in relation to each breach or alleged breach and outcome	The complaint was investigated and no breach of the Code was identified.
48 Blank template for profit and loss account	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
49 Sale of freehold or long leasehold	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
51 Flow monitoring devices	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
	Total number of breaches or alleged breaches	3

50 Tied pub tenant not to suffer detriment	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	3
	Steps taken in relation to each breach or alleged breach and outcome	Star undertook an investigation on each of the matters raised and no breach of the Code was identified,
54 Short agreements (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
55 Pub franchise agreements (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
56 The investment exception (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a
57 Void or unenforceable terms of a tenancy or licence	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	n/a

<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>Complaints received by Star Pubs & Bars are varied and include matters such as neighbour complaints, delivery issues, day to day escalations and matters relating to the life cycle of a tenant's occupation. All complaints are subject to Star's complaints procedure and are tracked until a resolution can be found. At the end of the reporting period 15 complaints were ongoing.</p>
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