

Regulation 43 compliance report framework for pub-owning businesses

Reporting year 2020/2021

Pub Owning Business: Ei Group Limited (T/A Stonegate Pub Partners) part of the Stonegate Group

Reporting CCO: Stuart Gallyot

Date of completion 30th September 2021

Declaration of compliance

Audit Committee Statement of compliance

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

Stonegate Group confirms that prior to submission, this report has been approved the Chief Executive Officer.

Stonegate Group does not produce an annual report, but a copy of this compliance report will be published on the Stonegate Pub Partners website following submission and confirmation of receipt to the PCA.

Section A – Data provision

Estate data

As of 31 March 2021, total number of Pubs Code Agreements	3,134
Total acquisitions since 31 March 2020	0
New tied tenancies since 31 March 2020 of premises that were already within the estate	40
Total disposals since 31 March 2020	44
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	39
Of which were permanently closed or directly disposed for other use	5
Pubs no longer tied (but still owned) since 31 March 2020	47
Of total Pubs Code Agreements, how many are:	
Agreements contracted into the Landlord and Tenant Act 1954	1,304
Agreements not contracted into the Landlord and Tenant Act 1954	1,362
Short agreements	468
Of those, short agreements entitling occupation by a tenant for a total period of 12 months or more	348
Pub Franchise agreements within the meaning of regulation 55	0
Qualifying Investments within the meaning of regulation 56	11
Within the reporting period	
Number of legal surrenders	85
Number of assignments	21
Number of abandonments	11
Number of forfeitures	2
Of tenancies granted since the Pubs Code came into force	
Of tenancies that are:	
Less than 1 year	0
Between 1-2 years	0
Between 3-5 years	2
6 years or older	0

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
Tenancy at Will	Pubs Code Short Agreement
One Year Tenancy	Pubs Code Short Agreement
Retail Partnership Tenancy	Pubs Code
Beacon Retail Partnership Tenancy	Pubs Code
Partnership Incentive Lease	Pubs Code
Partnership Investment Lease	Pubs Code with Investment Exception under reg 56
Commercial Lease	Free of tie
Lease assignment	Can be Pubs Code or free of tie

Rights to Renew

Total number of regulated tenants with a contractual right to renew (as of 31 March 2021)	63
During the reporting period number of regulated tenants who exercised a contractual right to renew their tenancy	0
Of which, the number of these to which the POB consented	0
Of which, the number of these that were opposed by the POB	0
Section 25 Notices issued opposing a new tenancy LTA 1954	4
Section 25 Notices issued proposing a variation of the terms	0
Section 26 Notices opposed	11
Section 26 Notices unopposed	2
Number of instances of landlord opposing renewal in whole or in part in reliance on s.30(1)(g)	9
Number of Landlord and Tenant Act 1954 Section 25 notices served during the reporting period after MRO notice received	4
Of which, the number served within a MRO procedure	4
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	3
Of which, the number of objections to a new tenancy that were upheld	0
Of which, the number of objections to a new tenancy that were dismissed	0

New tenants/new agreements

Number of new tied tenants overall in this reporting period.	314
Number of premises previously under tied tenancies, leases and/or licences that have been brought into the managed estate during this reporting period.	24
Number of new tied tenancies/protected under the Landlord and Tenant Act 1954	0

Rent proposals

Number of rent proposals provided within the reporting period	
under regulation 15(2)-(5)	4
under regulation 15(6)	0
under regulation 15(7)	327

Rent assessment proposals

Number of rent assessment proposals provided under regulation 19(1)(a) within the reporting period	181
Number of rent assessment proposals under regulation 19(2)(a) within the reporting period that have been:	
Requested	13
Provided	9
Rejected	4
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	1
Provided	0
Rejected	1

Market Rent Only (MRO)

Within the reporting period:	
Total number of MRO notices received	100
Of which were accepted	78
Of which were rejected	22
Of which were withdrawn	2
Number of MRO notices under regulation 24 – a significant increase in the price of a product or service	
Received	0
Accepted	0

Rejected	0
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Market Rent Only (MRO) (cont.)

Number of MRO notices under regulation 25 – a trigger event	
Received	0
Accepted	0
Rejected	0
Number of MRO notices under regulation 26 – the renewal of a pub arrangement	
Received	18
Accepted	12
Rejected	6
Number of MRO notices under regulation 27 – a rent assessment or an assessment of money payable in lieu of rent	
Received	67
Accepted	66
Rejected	1
Number of full responses to accepted MRO Notices issued	59
Number of full responses to rejected MRO Notices issued	20
Where MRO Notice has been received and accepted:	
Free of tie arrangements agreed by new agreement	2
New free of tie arrangements agreed by deed of variation	4
New tied arrangement agreed by new lease	7
Other new tied arrangements agreed (rent or other terms)	14
Tied tenant departures from the pub	15
Other outcomes	3
Ongoing – yet to be concluded	113
Length of MRO tenancy offered	
Minimum period (in months)	2
Maximum period (in months)	168
Most commonly offered length of period (in months)	60
Length of MRO tenancy agreed	
Minimum period (in months)	59
Maximum period (in months)	152

Most commonly agreed length of period (in months)	116
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	30	
Of which, were jointly agreed with the tenant	27	
Of which were appointed by the PCA	3	
Number of cases where rent was determined by the IA – please list for each case:		
The proposed MRO rent		
The MRO rent set by the Independent Assessor		
Pub	MRO Proposal	IA award
1	£62,000	£25,000
2	£70,500	£49,000
3	£125,000	£87,000
4	£80,000	£64,500
5	£83,000	£65,000
6	£68,000	£43,000
7	£78,000	£54,000
8	£46,500	£26,500
9	£46,500	£29,340
10	£76,000	£52,000
11	£61,000	£40,500
12	£52,500	£34,800
13	£78,000	£47,500
14	£61,000	£44,000
15	£53,750	£30,000
16	£97,500	£56,000
17	£59,000	£33,500
18	£99,000	£66,900
19	£102,000	£64,000
20	£83,500	£66,750
21	£65,000	£53,600

Buildings Insurance

Number of tenants requesting to price match their building insurance during the reporting period	42
Number of unsuccessful price match requests	40
What commission or rebate do you receive from insurers (percent)?	17%
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).	2

Gaming machines

Number of new Pubs Code tied agreement including renewals in which:	
If the tenant elects in the tenancy or licence agreement to have a gaming machine, they are required to purchase or rent it from the POB or a nominated supplier	0
The tenant has entered into a side agreement to purchase or rent a gaming machine from the POB or a nominated supplier	737
The tenant has sourced a free of tie machine agreement with a third-party supplier	unknown
The tenant has chosen not to have gaming machines	12

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)	32
On how many occasions has the POB relied upon the exemption in regulation 49(3)?	0

Section B –Code compliance

For each of the following Code requirements please:

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

Regulation:	
9 Pubs entry training	We ensure that all new and renewing tenants complete BII Pre-Entry Awareness Training (PEAT) unless exempt under regulation 9(3).
10 A sustainable business plan	We require all new and those tenants contractually renewing to provide sustainable business plans, prepared by a qualified accountant, and signed off by the Regional Manager.
11 The required information	Schedule 1 information is prepared with input from the Regional Manager, Property Manager and support teams and provided through the applicant channel to prospective tenants and those renewing.
Schedule 1	Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued.
12 Duty of pub-owning business where tenant intends to assign the tenancy	There is information about the assignment process provided to tenants on our website. Detailed assignor and assignee packs are provided to tenants and their assignees when the request for licence to assign is made. Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued.
13 Premises	Requirements are met through completion of a Schedule of Condition prepared by the Property Manager and any agreed works documented in the tenancy agreement. Compliance is managed through our CRM case management system and verified through

	<p>individual file sign off carried out by line management before the draft tenancy is issued.</p> <p>Ongoing and end of tenancy is managed in line with our dilapidations policy.</p>
14 Short agreements	<p>Requirements met through the same methods as detailed for regulations 9 and 11.</p> <p>Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued.</p>
15 Duty to provide a rent proposal	<p>The rent proposal administration process is managed by the Lettings and Rent Review teams.</p> <p>Rent proposals are sent out to new tenants as part of the pre-entry process and to other tenants on request.</p>
16 Contents of the rent proposal	<p>The contents of the rent proposal form are regularly reviewed to ensure compliance with the requirement of the Code.</p> <p>All rent proposals are signed off by the Valuation Manager, both current Valuation Managers are a Fellow of the Royal Institution of Chartered Surveyors (RICS).</p>
17 When the rent proposal must be provided	<p>The rent proposal administration process is managed by the Lettings and Rent Review teams.</p> <p>We send out rent proposals without request, for instance, on DOVs to extend the term, this goes over and above the requirements of the Code.</p>
18 Further information and advice in relation to the rent proposal	<p>Any requests for further information or advice are directed through the Regional Manager.</p>
65 Rent proposals	<p>The remainder of Schedule 2 information is provided in our 'A guide to a Rent Proposal/ Rent Assessment' document.</p>
Schedule 2	<p>Compliance is managed through our CRM case management system and verified through individual file sign off carried out by line management before the draft tenancy is issued. Any evidence of non-compliance found is addressed and rectified prior to the draft tenancy being issued.</p>
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	<p>The rent assessment proposal administration process is managed by the Rent Review team.</p>

	<p>We have a diary system to prompt us to prepare and send out the rent assessment proposal more than 6 months prior to the rent review date.</p>
20 The rent assessment proposal	<p>The contents of the rent proposal form are regularly reviewed to ensure compliance with the requirement of the Code.</p> <p>The Regional Manager visits the pub to gather relevant information to assist with the preparation of the rent assessment proposal. The Rent Review Team verify the date of this visit to ensure it is within 3 months before the rent assessment proposal is issued.</p> <p>All rent assessment proposals are signed off by the Valuation Manager, both current Valuation Managers are a Fellow of the Royal Institution of Chartered Surveyors (RICS).</p>
21 Conduct of the rent assessment or the assessment of money payable in lieu of rent	<p>Any requests for further information or advice are directed through the BDM who deals with the rent assessment.</p> <p>Once a rent assessment is opened, we will actively negotiate the tied rent with the tenant and progress the assessment to PIRRS or arbitration (unless MRO is proceeding).</p>
22 Effect of the rent assessment or the assessment of money payable in lieu of rent	<p>The rent assessment proposal administration process is managed by the Rent Review team.</p> <p>Once rents are agreed they are recorded on rent review memoranda or Deeds of Variation, dated, and signed by the tenant and us and stored electronically and in paper form.</p>
66 Rent assessments	<p>This is dealt with under the rent assessment proposal administration process and is managed by the Rent Review team.</p>
Schedule 2	<p>The remainder of Schedule 2 information is provided in our 'A guide to a Rent Proposal/ Rent Assessment' document.</p> <p>Compliance is managed through our CRM case management system and verified through individual file sign off carried out by senior team members before the rent assessment proposal is issued. Any evidence of non-compliance found is addressed and rectified prior to the completion of a rent assessment.</p>
23 The MRO notice	<p>The MRO administration process is managed by the Rent Review team who ensure that the deadlines and timescales are met as prescribed in the Code. Any areas of non-compliance are</p>

	<p>referred to the Pubs Code Manager and Code Compliance Officer who would assess the impact on the tenant and address as appropriate.</p> <p>Any query over the MRO event type/ validity would be escalated to the Pubs Code Manager and Code Compliance Officer.</p> <p>If we think that an MRO notice is unclear, we will revert to the tenant to ask them to clarify.</p> <p>We do not reject MRO notices where the tenant has made an obvious typographical error.</p>
24 A significant increase in the price of a product or service	We have not had an MRO notice based on this ground.
25 A trigger event	<p>An MRO served based on this event is escalated to the Code Compliance Officer to verify.</p> <p>If we consider the MRO notice and relevant analysis are not valid, we will inform the tenant of the factors that we believe make it so.</p> <p>If we consider it valid, then the notice will be processed by the Rent Review team.</p>
26 The renewal of a pub arrangement	<p>The MRO administration process is managed by the Rent Review team who ensure that the deadlines and timescales are met as prescribed in the Code. Any areas of non-compliance are referred to the Pubs Code Manager and Code Compliance Officer who would assess the impact on the tenant and address as appropriate.</p> <p>Any query over the MRO event type/ validity would be escalated to the Pubs Code Manager and Code Compliance Officer.</p>
27 A rent assessment or an assessment of money payable in lieu of rent	<p>The MRO administration process is managed by the Rent Review team who ensure that the deadlines and timescales are met as prescribed in the Code. Any areas of non-compliance are referred to the Pubs Code Manager and Code Compliance Officer who would assess the impact on the tenant and address as appropriate.</p> <p>Any query over the MRO event type/ validity would be escalated to the Pubs Code Manager and Code Compliance Officer.</p>
67 Market rent only option: the MRO notice	This provision is now no longer relevant due to the passage of time.

28 Arrangements during the MRO procedure: rent etc	Any upcoming rent increase is frozen on the tenant account until completion of the MRO procedure. If the tenant elects to accept the MRO terms, then no rent increase is applied.
29 Effect of tenant's notice	The MRO administration process is managed by the Rent Review team who ensure that the deadlines and timescales are met as prescribed in the Code. Any areas of non-compliance are referred to the Pubs Code Manager and Code Compliance Officer who would assess the impact on the tenant and address as appropriate.
30 Terms and conditions required in proposed MRO tenancy	The MRO proposal is prepared in line with our 'MRO Proposal Policy'. The MRO terms and our policy are regularly reviewed including in response to the PCA's advice and the awards which we become aware of. We include a rent offer in the proposed MRO terms as a matter of course.
31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc	The MRO proposal is prepared in line with our 'MRO Proposal Policy'. The MRO terms and our policy are regularly reviewed including in response to the PCA's advice and the awards which we become aware of.
32 Failure to acknowledge the tenant's notice, provide a full response etc	The MRO administration process is managed by the Rent Review team who ensure that the deadlines and timescales are met as prescribed in the Code. Any areas of non-compliance are referred to the Pubs Code Manager and Code Compliance Officer who would assess the impact on the tenant and address as appropriate.
33 MRO procedure where a matter is referred to the Adjudicator in connection with the full response	We engage with the tenant to try to resolve their dispute with the MRO lease terms as soon as reasonably possible. Where we reach agreement, we look to conclude the referral in a manner that ensures that the tenant can proceed to the next stage as quickly and cheaply as possible. Any revised full response would be prepared in line with our 'MRO Proposal Policy', also taking into account any comments within the arbitrations award and how this policy has been applied in relation to the individual circumstances is set out in the MRO Compliance Record and Declaration which is signed off by the Code Compliance Officer and provided to the tenant with their MRO revised full response.

	Any areas of non-compliance found is recorded along with the arbitration award.
34 The negotiation period	The appointed BDM actively negotiates the MRO proposal with the tenant and continues negotiating terms even when the two weeks for challenging the MRO lease terms has passed.
35 Failure to agree: right to refer to the Adjudicator or independent assessor	The IA administration process is managed by the Rent Review team. Any areas of non-compliance are referred to the Pubs Code Manager and Code Compliance Officer who would assess the impact on the tenant and address as appropriate.
36 Appointment of the independent assessor	The appointed BDM works with the tenant to appoint an IA and at this point the aligned Valuation Manager will be instructed.
37 Independent assessor: procedure	The Valuation Manager works with the appointed IA and their directions to ensure the procedure is followed as prescribed in the Code. All submissions are prepared in accordance with the RICS Professional Statement "Surveyors Acting as Advocates"
38 MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor	If the Valuation Manager feels that the IA determination is not the market rent and needs to be referred to the PCA then this would have to be approved by the Code Compliance Officer.
Schedule 3	Schedule 3 information is prepared by the Valuation Manager, both current Valuation Managers are a Fellow of the Royal Institution of Chartered Surveyors (RICS). This has on occasion been outsourced to an independent expert.
39 End of the MRO procedure	The MRO administration process is managed by the Rent Review team and the tenant is notified in writing when the MRO procedure has come to an end and feedback is requested.
40 Disputes about rent etc payable during MRO procedure	Any disputes would be directed through the appointed BDM and referred to the Code Compliance Officer.
41 Business development managers	All BDMs have been trained on the requirements of the Pubs Code. The BDM CPD declaration is published on our website.
42 Duty to appoint a compliance officer	The Code Compliance Officer appointed satisfies the requirements of the regulation.
46 Insurance	Ei Group Limited purchase several different corporate insurance policies. The main insurance

	<p>cover is for property which is arranged for all tied pubs in accordance with their agreement obligations.</p> <p>The policy is placed on a block basis with a third party, unconnected reputable insurer and insurers agree the premium allocation methodology to property level. The block arrangements are reviewed on an annual basis to ensure the policy structure continues to provide significant advantages to our tenants in terms of policy coverage (including very minimal exclusions) and claims service in a cost-effective manner.</p> <p>Ei Group Limited administrate the tenant's policies acting on behalf of an agent of AJ Gallagher in line with the FCA regulations for business insurance and issue documentation however the contract is between the insurer and the tenant and the policy holder is the tenant.</p>
47 Gaming machines	Our new agreements prohibit gaming machines. We do not require tenants to have gaming machines. If a tenant chooses to have gaming machines, we offer them a machine consent letter which allows the option of whether to rent gaming machines or not.
48 Blank template for profit and loss account	A blank template for profit and loss account is provided with every rent proposal and rent assessment proposal.
49 Sale of freehold or long leasehold	The Estates and Commercial property team manage the disposal process and issue notification to the tenant in writing once a pub is approved for disposal.
50 Tied pub tenant not to suffer detriment	Our Pubs Code training supports this regulation. Any disputes would be referred to the Code Compliance Officer.
51 Flow monitoring devices	Ei Group Limited operates flow monitoring devices in most of our tied pubs to monitor for potential breaches of the purchasing obligations. Whilst the output of the flow monitoring devices is used in this process, we do not raise any charges to tenants without additional, corroboratory evidence relating to the alleged breach including but not limited to, photographic or documentary evidence of proof of purchases outside of the tie, financial accounting information and ordering patterns inconsistent with the observed sale of products. All proposed charges are discussed, with tenants before any charges are confirmed.
54 Short agreements	<i>In addition, address your POB's compliance where Code rights are limited and/or exemptions</i>

	<p><i>exist and where they come to an end and full Code rights become available</i></p> <p>The pre-entry requirements in relation to short agreements are managed by the Lettings and Rent Review teams.</p> <p>Pubs on a short agreement are notified in writing that Pubs Code rights apply if and when their agreement goes over 12 months in duration.</p>
55 Pub franchise agreements	<p><i>In addition, address your POB's compliance where Code rights are limited and/or exemptions exist and where they come to an end and full Code rights become available</i></p> <p>Ei Group Limited do not have any pub franchise agreements.</p>
56 The investment exception	<p><i>In addition, address your POB's compliance where Code rights are limited and/or exemptions exist and where they come to an end and full Code rights become available</i></p> <p>All conditions of regulation 56 are met and documented in the investment agreement or deed.</p> <p>We have diarised the expiry of the investment period in each case and will inform the tenant of that expiry at the time.</p>
57 Void or unenforceable terms of a tenancy or licence	<p>Our new agreements do not contain void or unenforceable terms.</p> <p>In relation to existing agreements, the terms specified are not enforced.</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>In accordance with the principle of fair dealing, in relation to any action, we will act:</p> <ul style="list-style-type: none"> • in good faith, • without duress or undue influence, • transparently with the tenant as to the basis of the action we are taking as soon as reasonably practicable, • if remedial action is possible, giving the tenant a reasonable period to remedy the breach, and • in relation to an objection to renewal based on grounds A and C disrepair/statutory compliance, seeking to agree a repair plan and if the tenant makes satisfactory progress, conceding the ground of opposition and allowing both the tied lease renewal and any MRO procedure to move forward as quickly as possible.

	<ul style="list-style-type: none"> We would not take a pub back into management because a tenant has served an MRO notice when we would have not have otherwise done so, in compliance with regulation 50.
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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	
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	
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	
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	
13 Premises	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0

	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	
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	
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	
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	
17 When the rent proposal must be provided	Total number of breaches or alleged breaches	256
	Number of breaches or alleged breaches upheld	256
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome In the reporting period the rent proposal was provided to the tenant following receipt of their business plan, this was to ensure that the tenant formed their own independent view of the business and not influenced by our rent proposal data. This has since been rectified in the new reporting period to ensure that the rent proposal is provided before submission of the business plan.	
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	
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	
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	9
	Number of breaches or alleged breaches upheld	7
	Number of these breaches or alleged breaches not upheld	1
	Steps taken in relation to each breach or alleged breach and outcome There were 7 rent assessment proposals not served due to Landlord and Tenant 1954 Act notices. There were 2 referrals made to the PCA in the period (1 is ongoing).	
20 The rent assessment proposal	Total number of breaches or alleged breaches	27
	Number of breaches or alleged breaches upheld	27
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome There were 27 rent assessment proposals issued late in the reporting period.	
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	
	Total number of breaches or alleged breaches	0

22 Effect of the rent assessment or the assessment of money payable in lieu of rent	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	
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	
23 The MRO notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	
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	
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	
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	
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	
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	
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	
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	
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	
	Total number of breaches or alleged breaches	0

31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc	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	
32 Failure to acknowledge the tenant's notice, provide a full response etc	Total number of breaches or alleged breaches	11
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	4
	Steps taken in relation to each breach or alleged breach and outcome There were 11 referrals made to the PCA in the period (7 are ongoing).	
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	
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	
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	
	Total number of breaches or alleged breaches	0

36 Appointment of the independent assessor	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	
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	
38 MRO procedure where a referral is made to the Adjudicator in connection with 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	
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	
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	
41 Business development managers	Total number of breaches or alleged breaches	213
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	210

	<p>Steps taken in relation to each breach or alleged breach and outcome</p> <p>Out of 54,374 meeting minutes sent in the reporting period, 208 of them were sent outside of the 14-day period allowed by the Code. No complaints were raised by the tenant.</p> <p>There were 5 referrals made to the PCA in the period (3 are ongoing).</p>	
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	
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	
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	
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	0
49 Sale of freehold or long leasehold	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	
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	
50 Tied pub tenant not to suffer detriment	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	
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	
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	
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	

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	
Other complaints made by tenants	<p><i>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.</i></p> <p>64 complaints were made directly to Ei Group Limited by a current tied pub tenant, previous tied pub tenant or tenant representative within the reporting period.</p> <p>All complaints were dealt with in line with our internal complaints policy.</p> <p>Out of the 64 total complaints, 57 required an explanation/ clarification only.</p> <p>Ei Group Limited took further action on the remaining 7 complaints.</p> <p>All complaints were resolved by the date of this report.</p>	