



Annual Compliance Report

Pubs Code etc. Regulations 2016 (England and Wales)

Reporting Period

1 April 2023 to 31 March 2024

Compliance Officer

Julie Jolly

Preface

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

Annual Compliance Report 2023-24

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

Notes on Submission and Publication

As per Regulation 43(2) of the Pubs Code, pub-owning businesses should submit their full compliance report to the Office of the Pubs Code Adjudicator no later than 31st July 2024.

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

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

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

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

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

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

Submitted by

Code Compliance Officer for (POB)

Audit Committee Statement on Compliance

This Annual Compliance Report has been prepared in accordance with Regulation 43 of the Pubs Code etc. Regulations 2016 (the Code) and covers the period of 1 April 2023 to 31 March 2024.

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

Regulation 43(7) - It is confirmed that other reports have been made available to the CEO for consideration and understanding of Greene King's compliance with the Code. The Code Compliance Officer (CCO) attends a quarterly meeting with the Greene King executive board, where an update on Greene King's ongoing Code compliance is provided.

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

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

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

Julie Jolly

Greene King

Section A - Estate data and renewals

Question	POB Response	Additional Response Space
Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2023).	765	
<ul style="list-style-type: none"> Of which, those that are tenanted. 	543	Greene King had 27 franchise agreements at the beginning of the reporting period.
<ul style="list-style-type: none"> Of which, those that are leased. 	195	
Total acquisitions - during this reporting period - that fall under the Pubs Code.	5	These were intercompany transfers from Greene King's managed pubs division.
Additional tied pubs that were already owned - for this reporting period.	111 This includes our intercompany transfers, pubs that have re-opened from closure, and sites that have moved from FOT to Tied.	
Total disposals during this reporting period of those premises that fell under the Pubs Code	6	All pubs were sold with vacant possession.
<ul style="list-style-type: none"> Of which, were to another POB. 	0	
<ul style="list-style-type: none"> Of which, were sold to a person who is not a landlord of 500 or more tied pubs. 	5	
<ul style="list-style-type: none"> Of which, there was a publican in situ. i.e. those disposals subject to extended protection. 	0	
<ul style="list-style-type: none"> Of which, were permanently closed or disposed for other use. 	1	
Premises that are no longer tied but still owned by your POB - for this reporting period.	110	
<ul style="list-style-type: none"> Of which, are now part of your POB's managed estate. 	2	These were intercompany transfers from Greene King's tenanted, leased and franchise division to Greene King's managed pubs division.
Total number of Pubs Code Agreements that ended during this reporting period.	262	Of this number, 94 were short agreements in accordance with Reg.54.
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures.	2	
Total number of Pubs Code Agreements at the end of this reporting period (31 March 2024).	760	
<ul style="list-style-type: none"> Of which: 		
<ul style="list-style-type: none"> Agreements contracted into the Landlord and Tenant Act 1954. 	232	
<ul style="list-style-type: none"> Agreements not contracted into the Landlord and Tenant Act 1954. 	437	
<ul style="list-style-type: none"> Short agreements under regulation 14. 	84	
<ul style="list-style-type: none"> Tenancies at will (or other agreements for less than 12 months) where tenant has acquired full Code rights 	7	
Number of qualifying Investments under regulation 56.	40	
Total number of agreements at the end of the reporting period with provisions for sharing turnover.	119	
<ul style="list-style-type: none"> Of which, those that fall under regulation 55. 	42	
<ul style="list-style-type: none"> Of which, those that fall outside the Pubs Code. 	3	
Number of legal surrenders. <i>Only include those surrenders where the publican left the property.</i>	11	
<ul style="list-style-type: none"> Of which, the tenant was in place for: 		
<ul style="list-style-type: none"> Less than 1 year. 	4	
<ul style="list-style-type: none"> Between 1-2 years. 	1	

Question	POB Response	Additional Response Space
• Between 3-5 years.	1	
• 6 years or more.	5	
Number of forfeitures.	1	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	1	
• Between 3-5 years.	0	
• 6 years or more.	0	
Number of assignments.	7	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	4	
• Between 3-5 years.	2	
• 6 years or more.	1	
Number of abandonments.	7	This includes two short agreements.
• Of which, the tenant was in place for:		
• Less than 1 year.	3	
• Between 1-2 years.	2	
• Between 3-5 years.	2	
• 6 years or more.	0	
Please list your contractual arrangements	<ul style="list-style-type: none"> • Tenancy at Will • Foundation Agreement (1 year, contracted out of L&T 1954 Act) • Standard Tenancy (5 years, contracted out of L&T 1954 Act) • Standard Lease (10-25 years, contracted into L&T 1954 Act) • Turnover Tenancy (5 years, contracted out of L&T 1954 Act) • Turnover Lease (10-25 years, contracted into L&T 1954 Act) • Short Term Management Operator Agreement (contracted out of L&T Act 1954 Act) • Pub Franchise Agreement (5 years, contracted out of L&T 1954 Act) 	There are a number of legacy tenancy and lease agreements within the Greene King estate which may be renewed in accordance with the provisions of the agreement, yet do not form part of the suite of Agreements currently available.

Renewals, including Landlord and Tenant Act (LTA) 1954		
Total number of regulated tenancies, as of 31 March 2024, whose contractual terms entitle them to renew at the end of the term.	44	
• Of which, those who exercised their contractual right to renew during this reporting period.	0	
• Of which, the POB opposed.	0	
Total number of regulated tenancies, as of 31 March 2024, with LTA 1954 protection.	232	
Total number of LTA 1954 S.25 notices issued.	23	
• Of which, those served at any time after receipt of an MRO notice.	0	
• Of which, those served within an MRO procedure.	0	
• Of which, those opposing a new tenancy.	0	

Question	POB Response	Additional Response Space
• Of which, those proposing a variation of the terms.	0	
Number of LTA 1954 S.26 notices received.	1	The S.26 notice was unopposed.
• Of which, those you opposed.	0	
• Of which, those you opposed at any time after receipt of an MRO notice.	0	
• Of which, those you opposed within an MRO procedure.	0	
• Of which, those proposing a variation of terms.	0	
Number of instances of landlord opposing renewal in whole or in part in reliance on LTA 1954 S.30(1)(g).	0	
Number of LTA 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation.	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	
• Of which, are still ongoing.	0	

New tenants and agreements		
Number of new tenancies that fall under the Code. <i>Do not include tenancies where the tenant has, or has had, a previous agreement (other than a short agreement) for that pub.</i>	229	
• Of these, how many are short agreements under regulation 14.	126	
• Of these, how many have LTA 1954 rights.	4	
Number of new unprotected tied tenancies with tenants previously having 1954 Act protected tenancies	10	

Rent proposals		
Number of rent proposals provided in this reporting period.	528	
• Of which, those under regulation 15(2-5).	0	
• Of which, those under regulation 15(6).	0	
• Of which, those under regulation 15(7).	528	This number includes all matters where Schedule 1 and 2 information has been issued for the purposes of a new agreement. Please note that this information can be issued more than once for an individual pub depending on the number of applicants who have expressed an interest in the pub.

Rent assessment proposals (RAP)		
Number of rent assessment proposals provided under regulation 19(1)(a) - a rent review required under the terms of a tenancy or licence of a tied pub.	37	
Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those:	3	Two of these requests were made in March 2024 and proposals were provided in the next reporting period.
• Provided	1	
• Rejected	0	
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0	

Question	POB Response	Additional Response Space
• Provided	N/A	
• Rejected	N/A	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0	
• Provided	N/A	
• Rejected	N/A	

Market Rent Only (MRO)		
Total number of MRO Notices received, of which those:	31	
• Accepted	27	
• Rejected	1	
• Withdrawn	3	Three notices were withdrawn post acceptance.
Number of MRO Notices received under regulation 24 – significant increase in price, of which those:	0	
• Accepted	N/A	
• Rejected	N/A	
Number of MRO Notices received under regulation 25 – trigger event, of which those:	0	
• Accepted	N/A	
• Rejected	N/A	
Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those:	12	
• Accepted	12	This number includes one MRO Notice that was withdrawn post acceptance.
• Rejected	0	
Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those:	19	
• Accepted	18	This number includes two MRO Notices that were withdrawn post acceptance.
• Rejected	1	The MRO Notice was rejected as no MRO event had occurred.
Number of full responses issued to rejected MRO Notices.	1	
Number of full responses issued to accepted MRO Notices.	29	
Where an MRO Notice has been accepted; those that resulted in:		
• Free-of-tie arrangements that are:		
• New agreement - including short term agreements.	11	
• Deed of variation.	3	
• New tied arrangements that are:		
• Agreed by new lease.	6	
• Other new tied arrangements (rent or other terms).	13	
• Tied tenant departure from the pub.	0	
• Other outcomes.	0	
• Ongoing – yet to be concluded.	7	

Question	POB Response	Additional Response Space
Length of MRO tenancies initially offered by POB		
Minimum length (in months)	36	
Maximum length (in months)	252	
Average length (in months)	108	
Length of MRO tenancies requested by tenants		
Minimum length (in months)	N/A	In the reporting period Greene King did not receive any request for a specific length of MRO agreement.
Maximum length (in months)	N/A	
Average length (in months)	N/A	
Length of MRO tenancies agreed		
Minimum length (in months)	48	
Maximum length (in months)	240	
Average length (in months)	144	

Independent Assessors (IAs)		
Number of IA appointments.	3	
<ul style="list-style-type: none"> Of which, those jointly agreed with the tenant. 	2	
<ul style="list-style-type: none"> Of which, those appointed by the PCA. 	1	
Number of cases where rent was determined by the IA.	2	One IA appointment was withdrawn.
<ul style="list-style-type: none"> Please list for each case - the proposed MRO rent and the MRO rent set by the IA. 	Pub 1 MRO Proposed Rent - £112,500.00 IA Determined Rent - £85,000.00 Pub 2 MRO Proposed Rent - £111,000.00 IA Determined Rent - £82,410.00	
Number of IA determinations challenged under:		
<ul style="list-style-type: none"> Regulation 37(10) 	1	IA determined rent was upheld.
<ul style="list-style-type: none"> Regulation 37(11). 	0	

Buildings Insurance		
Number of tenants requesting to price match their building insurance during this reporting period.	1	In the reporting period, seven pubs enquired about Greene King's price-match policy. Of the seven pubs, one pub requested a price-match and was successfully matched.
<ul style="list-style-type: none"> Number of unsuccessful price match requests. 	0	
<ul style="list-style-type: none"> Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5). 	1	
<ul style="list-style-type: none"> Number of occasions when you have purchased the tenant's alternative policy. 	0	
Whether you receive commission or rebate from insurers and, if so, what percentage.	0	

Gaming machines		
Number of new Pubs Code tied agreements, including renewal, in which:		
<ul style="list-style-type: none"> The tenant elects in the tenancy or licence agreement to have a gaming machine, and are required to purchase or rent this from your POB or a nominated supplier. 	0	

Question	POB Response	Additional Response Space
<ul style="list-style-type: none"> The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier. 	31	
<ul style="list-style-type: none"> The tenant has sourced a free-of-tie machine agreement with a third-party supplier. 	Unknown	There is no obligation on the TPT to notify Greene King of this information.
<ul style="list-style-type: none"> The tenant has chosen not to have gaming machines. 	Unknown	

Sale of freehold or long leasehold		
Number of notifications under regulation 49(2).	0	All pubs sold were already closed and sold with vacant possession, therefore there was no requirement for reg.49(2).
On how many occasions has your POB relied upon the exemption in regulation 49(3)?	0	

Compliance Area	Details	POB Response	Additional Response Space
Entering into an Agreement:			
Pub Entry Training Regulation: 9	1. Provide a detailed report on your POB's compliance with the pub entry training requirements; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Greene King recognises the British Institute of Inn-keeping (BII) online Pre-Entry Awareness Training (PEAT) as "appropriate pre-entry training" in accordance with Reg. 9. It is mandatory training unless the tied pub tenant meets at least one of the conditions stated in the regulation. Where a TPT meets one of the pre-entry training conditions, the BDM seeks approval from the Code Compliance Officer (CCO) to rely on one of the conditions. Where approved Greene King requires the TPT to sign an exemption agreement, which is produced as part of the agreement documentation pack. Greene King also conducts its own residential welcome induction programme, called the Pub Power Welcome. This is a mandatory induction programme for all new Greene King TPTs, and is delivered by our in-house learning and development team. It is held at Greene King's brewery in Bury St Edmunds, where new TPTs get to see and experience Greene King's heritage. The induction programme covers everything a new TPT needs to know and understand about running their pub business from people management, financial controls and financial fitness to pouring the perfect serve. The programme remains under constant review to ensure the content is up to date with the changing environment of the licensed trade industry. In some cases an exemption for attendance may be considered, subject to the statutory conditions of Reg.9.	Greene King also provides other essential training such as the Award for Personal Licence Holders, Level 2 Food Safety and Cellar Management alongside other flexible training provisions for TPTs and their teams including online, workshop and in-pub training.
Sustainable Business Plan Regulation: 10	2. Provide a detailed report on the process your POB follows when considering whether a tenant's business plan is sustainable. Include how you arrive at your opinion that the forecast of income and net profit is reasonable and realistic.	A new TPT is required to submit their sustainable business plan, along with evidence of independent professional advice, to the recruitment team prior to what is known as a Pub Specific Interview (PSI). The recruitment process is managed through our management information system called Connect. The recruitment team verify that the component parts of the business plan are in place, however it is the role of the Business Development Manager (BDM) and Operations Director (OD) to verify that the business plan is sustainable. The business plan will be discussed in detail with the TPTs and will include reviewing the proposition vs the financials to support and deliver the outcomes the TPT is seeking to achieve. The financial elements will be reviewed against the Shadow P&L assessed by Greene King and discussions will be held around the different assumptions that are made.	The output of these discussions is captured in a PSI record in Connect where the BDM is required to capture specific Business Plan commentary. The PSI record provides a checklist for all other items to be discussed in the meeting, and is signed by the TPT, who receives a copy. Following the PSI, the TPT will be invited to attend a further meeting with a senior member of our operations team, usually the OD, where further discussions about the business plan will take place and comments captured in an OD record. This meeting is known as the Operations Director Interview (the ODI). Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
Schedule 1 Regulation: 11	3. Provide a detailed report on your POB's compliance with the information provision requirements specified in Schedule 1; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Where a new TPT has shown interest in a specific pub, a Schedule 1 information pack is prepared and sent to them by email from Greene King's tenancy, lease and franchise recruitment team. There are specific checklists that the recruitment team complete to verify all the required information is sent which is recorded in our management information system, Connect. A covering letter sets out the actions the TPT needs to take, including preparing a business plan, obtaining independent professional advice, as well as detailing what information is enclosed. Greene King keeps this correspondence under constant review to ensure it remains clear and relevant to the new TPT. This pack also includes a Rent Proposal to demonstrate how the rent has been assessed for the pub.	In addition, the pack also includes other Greene King resources such as the Greene King Running a Pub Information Guide, which includes the required information as specified in Schedule 1 including items 2, 3, 8, 11, 15, 18(1), 20(df), 21, 22(1)(c-i), 23, 24, 25, 26(a), 28, 29(a-b), 30, 31, 34 – 37, plus our Guide to Charges and Guide to Insurance. New and existing TPTs are asked whether they have any questions about the Schedule 1 information in order to demonstrate and evidence their understanding, with responses captured in a Pub Specific Interview record. Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
Assignments Regulation: 12	4. Provide a detailed report on your POB's compliance when a tenant intends to assign a tenancy; identifying any and all steps taken to verify compliance and improve Code-related arrangements. Specifically identify how - when the tenant requests an assignment - your POB satisfies itself that:	Greene King requires a TPT to provide details of their intention to assign their agreement in writing. The Greene King Estates Team will acknowledge receipt in writing and set out what is required for an assignment. The acknowledgement letter will refer to Greene King's Running a Pub Information Guide and its Guide to Buying and Selling a Lease. This letter also contains information about the fees the TPT is required to pay and includes the information that is required in consideration of the buyer (assignee). The TPT is required to notify Greene King in writing once an assignee has been found, as Greene King will need to provide its consent to approve the assignee.	During the reporting period the CCO shared with Greene King's TPTs the PCA's new fact sheet, "What Tied Pub Tenants Need to Know about Assignments". Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
	4.1 It complies with the provisions in regulation 12(4)(a)	When an assignee has been identified, Greene King's recruitment process is followed in the same way as a new TPT entering a new agreement. Greene King will prepare a Schedule 1 information pack and send it to the assignee via email. This pack incorporates the new PCA letter to prospective assignees, issued by the PCA office in December 2023.	
	4.2 It complies with the provisions in regulation 12(4)(b)	The Schedule 1 information pack includes information relating to the completion of pubs entry training.	
	4.3 It complies with the provisions in regulations 12(4)(c)	The Schedule 1 information pack includes information relating to independent professional advisors.	
Premises Regulation: 13	5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Advice Before entering into a new tied agreement, a TPT is advised to complete a property inspection and obtain independent professional advice from an appropriately qualified surveyor. This advice is included in the covering letter provided with the Schedule 1 information. This advice is further reinforced in Greene King's Running a Pub Information Guide, which applicants (and existing TPTs) are strongly recommended and regularly reminded to read. Agreement As part of the Schedule 1 information, a specimen copy of the agreement is provided to the TPT which will contain details of the repairing obligations. For tenancy agreements, a Maintenance and Service Agreement accompanies the occupational agreement. This document sets out clearly the responsibility of both Greene King and the TPT. To further aid a TPT in the understanding of their repairing obligations, during the reporting period, Greene King created an interactive Maintenance and Service Guide, which has been designed to bring to life the repairing responsibilities in a clear and visual way. Schedule of Condition A Schedule of Condition (SOC) is prepared by an externally appointed chartered surveyor. The SOC is supplied to a new or existing TPT as part of the Schedule 1 information pack which is provided before they enter into a new agreement. The SOC is also provided as part of the information pack following an agreement renewal proposal (Section 25 notice) and a rent review.	Any works identified before a new agreement is entered or renewed are documented by way of a works agreement, which will detail the works and confirm who is responsible for completion of the works. When works are completed an updated SOC is prepared and supplied to the TPT in accordance with Reg.13(6) as soon as reasonably practicable. Schedule of Dilapidations Schedule of Dilapidations (SOD) are carried out in accordance with the terms of the agreement, and at least 6 months before the end of the agreement. A dilapidations inspection is undertaken by an externally appointed chartered surveyor who will prepare the SOD. For TPTs on tenancy agreements, a SOD is prepared and provided no later than six months before the end of the agreement. For TPTs on fully repairing and insuring (FRI) leases, the time frame for providing the SOD is around 12 – 24 months before the end of the agreement, or service of a Section 25 notice, to take account of the greater repairing obligations in a FRI lease. Where a FRI lease renewal is occurring sensible timeframes will be agreed for the completion of any works required, which will take into consideration the nature and size of the works. Where access to a property is required, reasonable notice is given to the TPT, except in an emergency in accordance with Reg. 13(9).

Compliance Area	Details	POB Response	Additional Response Space
Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22)	6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes.	Greene King recognises the importance of ensuring TPTs are clear on their repairing obligations and how dilapidations are actively managed through the lifetime of a FRI lease. To support those TPTs occupying pubs on FRI leases, an annual notification letter is sent to them reminding them of their repairing obligations. This is further supplemented by an informal property inspection conducted by one of Greene King's in-house property surveyors around every 24 - 36 months. This visit is designed to assist the TPT in understanding their property obligations and to guide them in any potential issues that may arise and the actions they may need to consider taking to manage any issues and their ongoing obligations. In addition, an interim SOD will be prepared and issued every 5 years.	A dilapidations process letter is sent to TPTs on agreement surrender, expiry, assignment and rent reviews, the purpose of this letter being to provide clarity about the dilapidations process. Regular internal meetings occur between our Property, Estates and Operations Teams to better understand and co-ordinate dilapidations. SODs are carried out in accordance with the terms of the agreement, and at least 6 months before the end of the agreement. They are undertaken by an externally appointed chartered surveyor. Greene King's Running a Pub Information Guide provides information about the SOC and SOD and the accompanying procedures, along with details of the procedure relating to dilapidation disputes.
Short agreements Regulation: 14	7. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Where a new TPT is entering a short agreement, they are provided with the required information as specified in Reg.14. The information pack is prepared and sent to them by email from Greene King's tenancy, lease and franchise recruitment team. The sending of this information is recorded in our management information system, Connect. A covering letter sets out the actions the TPT needs to take, including preparing a short business plan, obtaining independent professional advice, and advising about pre-entry training.	Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.

Ending a Tenancy:

Forfeitures	8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice.	Section 146 notices are used as the remedy for a 'non rent' breach relating to a Greene King agreement. Greene King's approach is to seek amicable solutions wherever possible without the need for legal interventions. However, this is not always possible and so Greene King will rely on Section 146 notices to place focus on the breach. If the breach is remedied, the Section 146 will be withdrawn. Instructions to serve Section 146 notices are managed by our Senior Credit and Operations Manager, and will follow consultation with the BDM, OD, Finance Director and Managing Director, where required. Given the legal nature of these notices, Greene King uses external lawyers to manage the process.	
Rent Proposals Regulations: 15-18	9. Provide a detailed report on your POB's compliance with rent proposals, including the production of a rent proposal, its contents, when the proposal is provided and how any further information and advice is given. Identify any and all steps taken to verify compliance and improve Code-related arrangements.	Duty to provide a rent proposal and when (15) In the reporting period Greene King has not received a TPT request to provide a rent proposal under Reg.15(1) to(6). However, if a request were received, Greene King would action the request in accordance with Reg.15. Where Greene King is proposing a new agreement to an existing TPT or new TPT, in accordance with Reg.15(7) a Rent Proposal is provided as part of the Schedule 1 information for the new agreement proposal and before the TPT considers the advice referred to in Reg.10(2)(a). Ordinarily, and as additional information for the TPT, Greene King provides a Rent Proposal alongside an unopposed Section 25 notice. Contents of the rent proposal (16) The contents of the rent proposal contain the information specified in Schedule 2 and is provided alongside the information requirements of Schedule 1. The rent proposals are prepared in accordance with RICS guidance which is confirmed by Greene King's Estates Managers who are members of the RICS.	Further information and advice in relation to the rent proposal (18) The level of information provided as part of the rent proposal is very comprehensive and so there are very few requests for additional information. However, our Estates Managers are readily available to answer any queries a TPT or their advisor may raise. Notwithstanding, Greene King will comply with any reasonable request for additional information that enables the TPT to understand the rent proposal, and provide the information within seven days of request. All TPTs are advised in writing, by way of the rent proposal covering letter, to obtain independent professional advice before agreeing to a new rent. During the reporting period the CCO shared with Greene King's TPTs the PCA's updated fact sheet, "What Tied Pub Tenants Need to Know about Rent Proposals". Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
Rent Assessment Proposals Regulations: 19-22	10. Provide a detailed report on your POB's compliance with rent assessment proposals, including the duty to conduct, how it is conducted and the effect of a rent assessment; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Duty to conduct a rent assessment (19) Greene King's rent assessment process is managed by Greene King's estates team and is well established. To support the process, we use our management information system, Connect, to track and record key dates and actions. The rent assessment proposal (20) Greene King's rent assessment proposals are produced using a bespoke application called the Rent Centre. A Rent Assessment Proposal Overview form and a Shadow Profit and Loss Report are produced which contain the information as specified in Schedule 2. The Schedule 1 information is prepared to accompany the rent assessment proposal. Conduct of the rent assessment (21) It is confirmed that Greene King's rent assessments are conducted in accordance with the RICS guidance and in accordance with Reg.21. Where requested it is confirmed that Greene King would comply with any reasonable request for information made by the TPT or a person acting on behalf of the TPT which may be relevant to the initial or revised rent, or may help the TPT to understand the rent. Where a rent assessment is being conducted under Reg.19(1)(a), it is confirmed that a Greene King Estates Manager visits the tied pub within the period of three months ending on the day on which the rent proposal is provided. These visits are recorded in Greene King's management information system.	Effect of the rent assessment (22) Once rent negotiations are concluded, a rent memorandum document is produced and sent to the TPT for signing. On receipt of a signed rent memorandum from the TPT, Greene King will make the necessary arrangements to place the revised rent in charge in accordance with Reg.22. The arrangements for any recoverable rent will also be documented in writing. During the reporting period the CCO shared with Greene King's TPTs the PCA's updated fact sheet, "What Tied Pub Tenants Need to Know about Rent Assessments and Rent Assessment Proposals". Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.

MROs:

MRO - Notice Regulations: 23-27	11. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	On receipt of an MRO notice, Greene King will verify its validity in accordance with Reg.23. Details of the MRO request will be recorded on a MRO tracking document, and in Greene King's management information system, Connect. Deadlines for an MRO response will be monitored. The MRO notice is usually acknowledged within 48 hours however, we aim to respond within the same day of receipt. Greene King does not take technical points and will only reject a MRO notice where information is not overtly obvious i.e. generic emails asking about the MRO option or unclear TPT details. In these instances a prompt response is made to the TPT to ensure where they have a legitimate MRO right, they are able to exercise their right in time. The response will outline the issue and will set out the MRO procedure, signposting all relevant information, such as the PCAs website, Greene King's Running a Pub Information Guide and the PCAs own MRO notice template.	Greene King's Estates Managers are responsible for managing the MRO procedure and key deadlines, however they are supported by the Code Compliance Manager and CCO, who have regular contact with the Estates Managers to ensure deadlines are being met. Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
	11.1 Provide a detailed report of your POB's handling of tenants who claim a significant price increase event (Reg 24), including the nature of the circumstances relied upon by the tenant.	During the reporting period, Greene King received no MRO notices that sought to rely on Reg.24. However, if Greene King had received a request in relation to Reg.24, the validity of the request would be reviewed and whether agreed or disagreed, Greene King would respond in accordance with Reg.29.	

Compliance Area	Details	POB Response	Additional Response Space
	11.2 Provide a detailed report of your POBs handling of tenants who claim a trigger event (Reg 25), including the nature of the circumstances relied upon by the tenant.	During the reporting period, Greene King received no MRO notices that sought to rely on Reg.25. However, if Greene King had received a request in relation to Reg.25, the validity of the request would be reviewed and whether agreed or disagreed, Greene King would respond in accordance with Reg.29.	
	11.3 Provide a detailed report of your POBs handling of tenants who request a MRO option in a renewal of a pub arrangement (Reg 26), including the nature of the circumstances relied upon by the tenant.	During the reporting period, Greene King received 12 MRO notices which sought to rely on Reg.26. All were accepted as valid notices and all were acknowledged in accordance with Reg.29.	
	11.4 Provide a detailed report of your POBs handling of tenants who request a MRO following a rent assessment proposal (Reg 27).	During the reporting period, Greene King received 19 MRO notices which sought to rely on Reg.27. 18 were accepted as valid notices and acknowledged in accordance with Reg.29. One MRO notice was rejected as no MRO event had occurred and was therefore responded to accordingly.	
MRO - Procedure Regulations 28-33	12. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. Please include a report on handling procedural and event disputes and the issue of a revised response.	On receipt of a MRO notice, Greene King will verify its validity in accordance with Reg.23. Details of the MRO request will be recorded on an MRO tracking document, and in Greene King's management information system, Connect. Deadlines for an MRO Full Response will be monitored. The MRO notice is usually acknowledged in writing by email within 48 hours however, we aim to respond on the same day of receipt. Greene King will prepare an MRO Full Response in accordance with Reg.29, which is sent within the period of 28 days following receipt of the MRO notice. It is confirmed that consideration is given to the periods of time where Section 25 and Section 26 notices are subject to the court timetables. The MRO Full Response will have regard for the Reg.30 and 31 and will not include any terms and conditions considered unreasonable.	Greene King requests the TPT to confirm receipt of their MRO Full Response. Greene King confirms that when Reg.32 and 33 are engaged the periods of time are followed and responses are provided accordingly. MRO negotiations are conducted in accordance with Reg.32A, the resolution period, and an updated full response is provided in accordance with Reg.32B where required.
	12.1 Provide a detailed report on how your POB handles arrangements during the MRO process (Reg 28).	When a valid MRO notice is received, a relevant notification is sent to Greene King Pub Partners Rent & Recharges Team, who are responsible for managing rent arrangements, to prevent any changes to the rent during the MRO procedure, such as the implementation of any annual indexation charges. The Estates Managers are also aware that changes cannot be made to the tie provisions during this time.	
	12.2 Provide a detailed report on how your POB handles required terms and conditions, including terms regarded as unreasonable - in regards to MRO tenancy (Reg 30 & 31).	The MRO Full Responses produced by Greene King have regard to Reg.30 and 31. Greene King does not consider that it includes any terms and conditions considered unreasonable. Terms and conditions are considered in the round and the Compliance and Declaration Record, which accompanies Greene King's Full Response, explains why the Full Response is considered compliant. The Compliance and Declaration Record is completed by a Greene King Estates Manager and signed-off by the CCO.	
MRO - Independent Assessor Regulations 36-38	13. Provide a detailed report on your POB's compliance with Independent Assessor regulations 36-38; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	Appointment of the independent assessor (36) On receipt of a notice of intent to refer to an Independent Assessor, Greene King will acknowledge the notice and enclose the PCA's criteria for the Independent Assessor appointment, along with the PCA's MRO procedure flowcharts. Greene King's Estates Manager will engage with the TPT to agree to the appointment of a mutually acceptable Independent Assessor. For ease, Greene King will prepare an Independent Assessor Instruction Form and send it to the TPT for signing to confirm their joint appointment of the agreed Independent Assessor. On receipt of the TPT signed instruction form, Greene King will forward the instruction form to the Independent Assessor.	Independent assessor: procedure and MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor (37 & 38) Greene King will appoint a third party to act on its behalf during the independent assessor process, and will ensure that the independent assessor directions are followed. This includes the requirement for Greene King to provide to the Independent Assessor all information as detailed in Schedule 3 of the Code. Compliance is managed and monitored through the processes followed in Greene King's management information system, called Connect, and verified by the Compliance Team each month.
MRO - End of Procedure Regulations 39 and 40	14. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	End of the MRO procedure (39) When a TPT confirms in writing their decision to accept the MRO proposal, Greene King will act to ensure the agreement is entered into as soon as reasonably practicable. Where a TPT wishes to end the MRO procedure early and chooses to stay tied, Greene King will request that this is placed in writing. Once a MRO procedure has ended Greene King will confirm this in writing and request feedback using the PCA's questionnaire.	Disputes about rent etc payable during MRO procedure (40) In the reporting period Greene King has not been subject to or submitted a PCA referral in relation to Reg.40.
Business Development Managers: Regulation 41	15. Provide a detailed report on your POB's compliance with BDM regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	All new Greene King employees defined as a BDM complete a thorough induction programme which includes Pubs Code training. The Pubs Code training is delivered through the combination of a face-to-face training session with the CCO and e-learning modules, which also cover Rent Assessment training. Annual refresher training is delivered through e-learning modules. This is further supplemented by the CCO attending BDM Regional and Operational meetings to update on the latest information relating to the Pubs Code and enhancements to Greene King's own processes and procedures to strengthen compliance, where required, along with regular updates offering advice and reminders on processes and procedures. The ongoing training and development of BDMs is tailored to meet their specific needs and ranges from buddying with experienced BDMs to formal training courses delivered through Greene King's own Learning and Development Programme. This is further supplemented by workshops held in Regional and Operational meetings on different topics, where required.	The role of the Business Development Manager is detailed in Greene King's Running a Pub Information Guide which is provided to all TPTs and is available online at www.greenekingpubs.co.uk and Greene King's TPT portal, www.pubpartners.net . All Greene King employees who engage with TPTs are required to record discussion notes. These are recorded through an online application called the Pub Communications App. This application is linked to Greene King's process management system, Connect. Compliance is monitored through monthly compliance reporting. Breaches of the Code are taken seriously and all BDMs are aware of Greene King's HR protocols. During the reporting period the CCO shared with Greene King's TPTs the PCA's updated fact sheet, "What Tied Pub Tenants Need to Know about Business Development Managers and Code Compliance Officers".
Code Compliance Officer: Regulation 42	16. Provide a detailed report on your POB's compliance with the duty to appoint a Code Compliance Officer; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	Greene King confirms that a Code Compliance Officer (CCO) was appointed prior to the commencement of the Pubs Code Regulations in July 2016 and that same CCO remains in role. The CCO is a member of the tenanted, leased and franchise division senior leadership team and regularly attends executive board meetings. The CCO also attends the TPT Pub Power Welcome induction. During the reporting period, a video was produced to raise awareness of the Code and Greene King's CCO, and is available to view at www.greenekingpubs.co.uk . The CCO also shared with Greene King's TPTs the PCA's updated fact sheet, "What Tied Pub Tenants Need to Know about Business Development Managers and Code Compliance Officers".	

Compliance Area	Details	POB Response	Additional Response Space	
Insurance: Regulation 46	17. Provide a detailed report on your POB's compliance with insurance provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Greene King insures its business by way of a group block-policy that covers all assets across its entire business, its own fixtures and fittings, its loss of rent, its loss of profit and any other loss of income. Insurance cover is provided by Aviva Insurance Ltd. Greene King tenants are advised to obtain their own insurance to cover items such as loss of income through business interruption, their own fixtures and fittings and contents, stock, employer's liability, public and products liability, money and goods in transit, money held in gaming machines etc. They can purchase this from wherever they choose.		
	17.1. With specific regard to regulation 46(2)(a); confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and, if so, that this information has been communicated to your tenants.	The Greene King building insurance is recharged to TPTs based on pre-agreed charges. The excess payable by a TPT in the event of a claim is £1,000 which is documented in Greene King's Guide to Insurance provided to TPTs. TPTs are also reminded of this each year in the insurance renewal correspondence that is sent in accordance with Reg.46(4).		
	17.2 With specific regard to regulation 46(2)(b); confirm if your POB - or any other group - receives, or expects to receive any commission or rebate and, if so, that this information has been communicated to your tenants.	Greene King does not receive any commission or rebate in connection with the group block-policy, which is documented in Greene King's Guide to Insurance provided to TPTs. TPTs are also reminded of this each year in the insurance renewal correspondence that is sent in accordance with Reg.46(4).		
	17.3 Provide a detailed report on your POB's compliance with regulation 46(3); identifying any and all steps taken to verify compliance and improve Code-related arrangements. Include here, details on how your POB - or any third party selected by the POB - assesses if the tenant's suggested insurance policy is suitable and comparable.	Greene King provides its TPTs with a price-match policy, enabling them to compare Greene King's building insurance charges with alternative quotes. Details of the price-match policy are included in the Guide to Insurance and Running a Pub Information Guide. These guides are provided to TPTs and they are available to download by existing TPTs from the online TPT portal www.PubPartners.net . Greene King uses its insurance broker to undertake the price-match comparisons to ensure that the level of insurance quoted by our TPTs from their insurance quote providers is matched on a like-for-like basis with Greene King's own policy, and that the insurance company used to provide an alternative quote has a credit rating of no lower than A, as rated by the insurance rating services A.M. Best (www.ambest.com).	Where an insurance quote is price-matched, Greene King will reduce the buildings insurance charge that the TPT pays to Greene King to reflect the price-matched quotation. During the reporting period the CCO shared with Greene King's TPTs the PCA's updated fact sheet, "What Tied Pub Tenants Need to Know about Insurance". In the reporting period, seven pubs enquired about Greene King's price-match policy. Of the seven pubs, one pub requested a price-match and was successfully matched.	

Miscellaneous

Extended Protections Regulation 45A	18. Provide a detailed report on your POB's compliance with the requirement to notify the Adjudicator of circumstances giving rise to extended protection.	The long established quarterly data disclosure made by Greene King to the Adjudicator includes for any information required in accordance with Reg.45A. In the reporting period, Greene King has not had any circumstances giving rise to extended protection.	
Gaming Machines Regulation 47	19. Provide confirmation that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	It is confirmed that Greene King does not require a TPT to rent or purchase a gaming machine in accordance with Reg.47.	
Sale of Freehold / Long Leasehold Regulation 49	20. Provide a detailed report on your POB's compliance with sale of freehold / long leasehold regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Where a pub has been approved for sale, and where relevant, a BDM will hold an initial face-to-face meeting with the TPT to advise on the position prior to the pub being placed on the market. This meeting will be documented by way of a discussion note. Once the sale of the pub has exchanged, a letter will be sent to the TPT from Greene King's lawyers confirming details of the purchaser and information about Extended Protections, if applicable. Details of any pubs sold, where a TPT remains the tenant, will be sent to the PCA as part of Greene King's quarterly data submission in accordance with Reg.45A.	
	20.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.	Details as above.	
Detriment Regulation 50	21. Provide a detailed report on your POB's processes to ensure your tenants do not suffer detriment when exercising their rights under the Code regulations.	Greene King's processes have been developed to ensure its TPTs do not suffer any detriment when exercising their rights under the Code, which is monitored by the CCO. Where any TPT chooses to exercise their rights under the Code regulations, Greene King ensures that a business-as-usual relationship is maintained irrespective of this. This is instilled in the Greene King business through its ways of working and its partnership culture.	
Flow Monitoring Devices Regulation 51	22. Provide a detailed report on your POB's compliance with Flow Monitoring provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	It is confirmed that Greene King does not subject a TPT to any detriment, or impose any liabilities on them as a result of any reading taken from a flow monitoring device without additional evidence in connection with the purchase and stock of alcohol at the tied pub. Tie compliance is managed by Greene King's Retail Audit Managers. Tie compliance visits and breach notices are recorded, including details of additional evidence, via the Pub Communications App and details saved in Greene King's management information system, Connect. Information relating to tie compliance and the use of flow monitoring equipment is included in Greene King's Running a Pub Information Guide. Compliance is managed and monitored through the processes followed in Greene King's management information system and verified by the Compliance Team.	
Exemptions Regulations 54-56	23. Provide a detailed report on your POB's compliance with part 12 of the Code; identifying any and all steps taken to verify compliance and improve Code-related arrangements. Specifically identify how you comply with:	Greene King understands the exemptions as documented in Part 12. Information on how Greene King complies can be seen against each of the regulations below.	
	23.1 The provisions in regulation 54 - short agreements	It is confirmed that Greene King understands that a short agreement is one that entitles a TPT to occupy a tied pub for a total period of less than 12 months taking into account any short agreements previously granted to the TPT. It is also understood that certain regulations as specified in Reg.54 do not apply in Greene King's dealings with TPTs in connection with short agreements. Where another short agreement is granted to a TPT that has occupied the same pub for more than 12 months, Greene King follows the obligations of all relevant regulations that apply to long term tied tenancies. This means that Greene King provides all Schedule 1 information and requires the submission of a sustainable business plan, with evidence of independent professional advice.	In addition, where the occupation of a pub by a TPT residing on a short agreement goes beyond 12 months, Greene King writes to the TPT as soon as is reasonably practicable to confirm that they can rely on all regulations and the rights available.

Compliance Area	Details	POB Response	Additional Response Space
	23.2 The provisions in regulation 55 - pub franchise agreements	Greene King's approach to dealing with franchisees is the same as its TPTs in that the same recruiting and onboarding processes are followed. This includes the provision of Schedule 1 information and the requirement of a business plan that has been prepared in consideration of independent professional advice, for which evidence is required. The franchisee can also expect to receive discussion notes. In addition, the franchisee will hear about the Pubs Code in their franchise welcome induction programme and they can also expect to receive a letter from the COO on their second month anniversary reminding them of their rights under the Code, taking into account those parts of the Code that do not apply to a pub franchise agreement as detailed in Reg. 55.	In the reporting period, Greene King developed a new specific franchise information guide, which will be provided as part of the Schedule 1 information to any new prospective franchisee. During the reporting period, an issue was identified in regard to the franchise profit and loss statement. See Section C for more details, under Reg.55.
	23.3 The provisions in regulation 56 - Investment exception	It is confirmed that Greene King understands the requirements of Reg.56, and the definition of a "qualifying investment". Where a qualifying investment is being undertaken with a TPT, a qualifying investment development agreement is prepared in accordance with Reg.56. At the end of the reporting period Greene King had 40 qualifying investment agreements in its estate.	
Void or unenforceable terms of a tenancy or licence Regulation 57	24. Provide a detailed report on your compliance with regulation relating to void or unenforceable terms; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Greene King's current suite of agreements do not contain void or unenforceable terms as specified in Reg.57. For legacy agreements or where Greene King has inherited agreements through acquisition, any historic void or unenforceable terms, such as upwards only rent increases, are not enforced.	

Compliance Area	Details	POB Response	Additional Response Space	
<p>Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.</p> <p>For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs Code, regardless of whether the Pubs Code itself, or individual regulation, is cited.</p>				
Part 2	Pub Entry Training Regulation 9	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Sustainable Business Plan Regulation 10	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	The Required Information Regulation 11	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Assignments Regulation 12	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		
	• Of which, those not upheld.	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Premises Regulation 13	Total number of breaches, or alleged breaches.	5		
	• Of which, those upheld.	5		
	• Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	<p>Incident</p> <p>During the reporting period, five Schedule of Dilapidations (SOD) were identified, through compliance reporting, as being issued less than six months prior to the end of the tenancy agreement. All instances were attributed to access issues.</p> <p>Pub 1 - The renewal process was delayed due to the TPT's ill-health. An extension of time to complete outstanding works was provided and documented by a works agreement.</p> <p>Pub 2 - The TPT was undecided about renewing and was uncooperative with the SOD process. The TPT left and the small amount of dilaps were waived.</p> <p>Pub 3 - There was difficulty in agreeing access dates which delayed the service of the SOD. However all dilapidations were completed before the TPT left.</p> <p>Pub 4 - There was difficulty in agreeing access dates which delayed the service of the SOD. Discussions remain ongoing with the TPT who has subsequently left.</p>	<p>Pub 5 - There was difficulty gaining access, however the renewal was completed and an extension of time to complete outstanding works was provided and documented by a works agreement.</p> <p>Detriment consideration: After reviewing each matter, the CCO was satisfied that the TPT's in all instances had not been subject to any detriment.</p>	
Short Agreements Regulation 14	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		
	• Of which, those not upheld.	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Part 3	Rent Proposal - Duty to Provide Regulation 15	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Rent Proposal - Contents Regulation 16	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Rent Proposal - When it must be provided Regulation 17	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Rent Proposal - Further information and Advice Regulation 18	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Rent Assessment - Duty to Conduct Regulation 19	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		

	Compliance Area	Details	POB Response	Additional Response Space
Part 4		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Rent Assessment Proposal Regulation 20	Total number of breaches, or alleged breaches.	1	
		<ul style="list-style-type: none"> Of which, those upheld. 	1	
		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	<p>Incident Issue/ Cause: A Rent Assessment Proposal was issued 9 days late. This was as a result of a penultimate day rent review provision which was not considered as part of the Section 25 renewal notice.</p> <p>Remedial action: A Rent Assessment Proposal was issued as soon as the issue was raised by Greene King's legal advisors and the TPT was made aware of the situation. Further to this incident, the Greene King Estates Managers and legal advisors are aware that care is needed when reviewing legacy agreements that may contain penultimate day rent review provisions.</p>	<p>Detriment consideration: Although the Rent Assessment Proposal was served late, the TPT still had access to their MRO rights, which was confirmed to them, therefore the CCO was satisfied that the TPT had not been subject to any detriment.</p>
	Conduct of the Rent Assessment Regulation 21	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Part 5	Effect of the Rent Assessment Regulation 22	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	MRO Notice - Significant Increase Regulation 24	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	MRO Notice - Trigger Event Regulation 25	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
	<ul style="list-style-type: none"> Of which, those not upheld. 	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Part 6	MRO Notice - Renewal Regulation 26	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	MRO Notice - Rent Assessment Regulation 27	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
		<ul style="list-style-type: none"> Of which, those not upheld. 	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	MRO Procedure - Arrangements Regulation 28	Total number of breaches, or alleged breaches.	0	
		<ul style="list-style-type: none"> Of which, those upheld. 	N/A	
	<ul style="list-style-type: none"> Of which, those not upheld. 	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
MRO - Effect of Tenant's Notice Regulation 29	Total number of breaches, or alleged breaches.	0		
	<ul style="list-style-type: none"> Of which, those upheld. 	N/A		
	<ul style="list-style-type: none"> Of which, those not upheld. 	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
MRO - Required Terms and Conditions Regulation 30	Total number of breaches, or alleged breaches.	0		
	<ul style="list-style-type: none"> Of which, those upheld. 	N/A		
	<ul style="list-style-type: none"> Of which, those not upheld. 	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
MRO - Unreasonable Terms and Conditions Regulation 31	Total number of breaches, or alleged breaches.	0		
	<ul style="list-style-type: none"> Of which, those upheld. 	N/A		
	<ul style="list-style-type: none"> Of which, those not upheld. 	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		

Compliance Area	Details	POB Response	Additional Response Space
MRO - Procedural dispute Regulation 32	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - Event Dispute Regulation 32	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - Right to Refer Regulation 35	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - Appointment of Independent Assessor Regulation 36	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - Independent Assessor: Procedure Regulation 37	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - Referral to Adjudicator in connection with the Independent Assessor Regulation 38	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - End of Procedure Regulation 39	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
MRO - Disputes about rent etc payable during MRO procedure Regulation 40	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Business Development Managers Regulation 41	Total number of breaches, or alleged breaches.	4	
	• Of which, those upheld.	4	
	• Of which, those not upheld.	0	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	During the reporting period, 6,610 discussion notes were issued of which four were recorded as not being fully compliant with Reg.41(4)(b). One instance was in relation to Greene King's Connect system upgrade, and was not caught in the manual process check that was being undertaken while the system update was occurring. One instance where the BDM had a system issue which required IT intervention. One instance was linked to a TPT opting out of receiving emails and the bounceback email for this being received over the Christmas period, which meant it exceeded the period of time to send a hard-copy version of the discussion note. One instance recorded as late.	After reviewing the discussion notes the CCO was satisfied that no detriment was caused in each of the instances and no complaints were raised by the TPTs. On an ongoing basis, the CCO regularly reminds BDMs of their responsibilities under Reg.41 as well as Greene King's HR protocols.
Code Compliance Officer - Duty to appoint Regulation 42	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Extended Protection Regulation 45A	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Insurance Regulation 46	Total number of breaches, or alleged breaches.	0	
	• Of which, those upheld.	N/A	
	• Of which, those not upheld.	N/A	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	

	Compliance Area	Details	POB Response	Additional Response Space
Part 10	Gaming Machines Regulation: 47	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Blank template for P&L Regulation 48	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
• Of which, those not upheld.		N/A		
Steps taken in relation to each breach, or alleged breach, and the outcome(s).		N/A		
Sale of Freehold or Long Leasehold Regulation 49	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		
	• Of which, those not upheld.	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Tied Pub Tenant Not to Suffer Detriment Regulation 50	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		
	• Of which, those not upheld.	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Flow Monitoring Devices Regulation 51	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		
	• Of which, those not upheld.	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Part 12	Exemptions - Short Agreements Regulation 54	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
	Exemptions - Franchise Agreements Regulation 55	Total number of breaches, or alleged breaches.	25	
		• Of which, those upheld.	25	
• Of which, those not upheld.		0		
Steps taken in relation to each breach, or alleged breach, and the outcome(s).		<p>Incident Issue/ Cause: Breach of Schedule 1, clause 33(2) – provision of a forecast profit & loss statement to include figures and other information specified in paragraph 5(a) to (j) of Schedule 2 relating to franchise agreements. The formatting of the profit and loss statement was adapted to meet the franchise model requirements, however the Pubs Code requirements were not considered.</p> <p>Remedial action: The franchise profit and loss statement was updated to include all relevant information. The 25 franchisees affected were written to and were offered the option to receive an updated franchise profit and loss statement. One franchisee took up this offer. The CCO undertook a briefing session with the franchise operations team on the criteria of Reg.55 and the Schedule 1 requirements for franchise agreements.</p>	<p>Detriment consideration: After reviewing the matter and the documentation, and in consideration of the remedial action, the CCO was satisfied that no franchisees had been subject to any detriment.</p> <p>Given the nature of the breach, the CCO deemed it necessary to submit a breach report to the Pubs Code Adjudicator. Details of the breach is recorded on the Pubs Code Adjudicator's self-reported breach register available online at www.gov.uk/pca.</p>	
Exemptions - Investment Exception Regulation 56	Total number of breaches, or alleged breaches.	0		
	• Of which, those upheld.	N/A		
	• Of which, those not upheld.	N/A		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A		
Part 13	Void or Unenforceable Terms Regulation 57	Total number of breaches, or alleged breaches.	0	
		• Of which, those upheld.	N/A	
		• Of which, those not upheld.	N/A	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	N/A	
Other	Other complaints made by tenants	Number and narrative of complaints made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint.	<p>In the reporting period, Greene King received 11 complaints not directly related to specific provisions of the Pubs Code. These complaints covered various topics including pub exit, property repair and audit visit.</p> <p>All complaints were dealt with in accordance with Greene King's complaint process set out in its Running a Pub Information Guide and all were resolved in the reporting period.</p>	To confirm, the CCO monitors the Greene King tenant complaints process and oversees all complaints that are received.
	Arbitrations Those breaches - or alleged breaches - that were referred to arbitrations and which have concluded during this reporting year.	Please state the regulation(s) they relate to and whether the arbitrator found that a breach had occurred.	<p>In the reporting period, Greene King received 6 referrals for arbitration.</p> <p>4 referrals were in relation to Reg.32C - MRO compliance - none were upheld. All were concluded through negotiation and so formal arbitration was not required.</p> <p>1 referral was in relation to Reg.37(4) & (10) - IA determination of rent - not upheld. The referral was concluded through formal arbitration.</p> <p>1 referral in relation to the 'fair and lawful' Code principle - not upheld, no arbitration as referral was deemed out of time.</p>	