

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

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

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

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

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

Lynne Winter

Star Pubs

Question	POB Response	Additional Response Space
Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2023).	1750	
<ul style="list-style-type: none"> Of which, those that are tenanted. 	761	This number does not include TMA
<ul style="list-style-type: none"> Of which, those that are leased. 	602	
Total acquisitions - during this reporting period - that fall under the Pubs Code.	0	
Additional tied pubs that were already owned - for this reporting period.	22	
Total disposals during this reporting period of those premises that fell under the Pubs Code	4	
<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. 	0	
<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. 	4	
Premises that are no longer tied but still owned by your POB - for this reporting period.	31	
<ul style="list-style-type: none"> Of which, are now part of your POB's managed estate. 	Star does not currently record this information - the pubs could have moved to our JAT model, be closed or moved FOT.	
Total number of Pubs Code Agreements that ended during this reporting period.	Star does not record if agreements ending were covered by the Code	
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures.	4	
Total number of Pubs Code Agreements at the end of this reporting period (31 March 2024).	1737	
<ul style="list-style-type: none"> Of which: 		
<ul style="list-style-type: none"> Agreements contracted into the Landlord and Tenant Act 1954. 	1056	
<ul style="list-style-type: none"> Agreements not contracted into the Landlord and Tenant Act 1954. 	276	
<ul style="list-style-type: none"> Short agreements under regulation 14. 	284	
<ul style="list-style-type: none"> Tenancies at will (or other agreements for less than 12 months) where tenant has acquired full Code rights 	121	
Number of qualifying Investments under regulation 56.	175	
Total number of agreements at the end of the reporting period with provisions for sharing turnover.	164	These are JAT agreements which are not covered by the Code but for completeness the information is provided
<ul style="list-style-type: none"> Of which, those that fall under regulation 55. 	0	
<ul style="list-style-type: none"> Of which, those that fall outside the Pubs Code. 	164	
Number of legal surrenders. <i>Only include those surrenders where the publican left the property.</i>	44	
<ul style="list-style-type: none"> Of which, the tenant was in place for: 		
<ul style="list-style-type: none"> Less than 1 year. 	0	
<ul style="list-style-type: none"> Between 1-2 years. 	6	
<ul style="list-style-type: none"> Between 3-5 years. 	21	

• 6 years or more.	17	
Number of forfeitures.	5	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	1	
• Between 3-5 years.	3	
• 6 years or more.	1	
Number of assignments.	12	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 6 years or more.	12	
Number of abandonments.	11	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	3	
• Between 3-5 years.	4	
• 6 years or more.	4	
Please list your contractual arrangements	Foundation Tenancy - Inside Code Investment Tenancy - Inside Code FRI - Inside Code TMA - Extent of Code application affected by length of TMA Business Start Up Agreements - Inside Code Management Agreements - Inside Code Punch Agreements - Inside Code Closed - Outside Code Just Add Talent - Outside Code	

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.	1056	
• Of which, those who exercised their contractual right to renew during this reporting period.	41	
• Of which, the POB opposed.	0	
Total number of regulated tenancies, as of 31 March 2024, with LTA 1954 protection.	1056	
Total number of LTA 1954 S.25 notices issued.	39	
• 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.	6	
• Of which, those proposing a variation of the terms.	33	
Number of LTA 1954 S.26 notices received.	0	
• 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).	5	
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.	6	For transparency I have included all ongoing matters including those where the commencement dates are outwith the reporting period but the matter is ongoing
• 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.	6	

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>	168 substantive agreements and 392 TMA agreements	
• Of these, how many are short agreements under regulation 14.	392	This includes 39 TMAs that were granted and became substantive agreements within the reporting period.
• Of these, how many have LTA 1954 rights.	48	
Number of new unprotected tied tenancies with tenants previously having 1954 Act protected tenancies	0	

Rent proposals

Number of rent proposals provided in this reporting period.	41	
• Of which, those under regulation 15(2-5).	33	
• Of which, those under regulation 15(6).	0	
• Of which, those under regulation 15(7).	8	

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.	182	
Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those:	1	
• Provided	1	
• Rejected	0	
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0	
• Provided	0	
• Rejected	0	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0	
• Provided	0	
• Rejected	0	

Market Rent Only (MRO)		
Total number of MRO Notices received, of which those:	43	
• Accepted	32	
• Rejected	10	Several notices rejected were resubmitted and accepted
• Withdrawn	1	
Number of MRO Notices received under regulation 24 – significant increase in price, of which those:	0	
• Accepted	0	
• Rejected	0	
Number of MRO Notices received under regulation 25 – trigger event, of which those:	0	
• Accepted	0	
• Rejected	0	
Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those:	9	
• Accepted	6	
• Rejected	3	These were all resubmitted and accepted
Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those:	33	
• Accepted	26	
• Rejected	7	
Number of full responses issued to rejected MRO Notices.	10	
Number of full responses issued to accepted MRO Notices.	32	
Where an MRO Notice has been accepted; those that resulted in:		
• Free-of-tie arrangements that are:		
• New agreement - including short term agreements.	16	This is for the reporting time period but will include responses to notices received outwith the reporting period
• Deed of variation.	2	This is for the reporting time period but will include responses to notices received outwith the reporting period
• New tied arrangements that are:		
• Agreed by new lease.	9	This is for the reporting time period but will include responses to notices received outwith the reporting period
• Other new tied arrangements (rent or other terms).	14	This is for the reporting time period but will include responses to notices received outwith the reporting period
• Tied tenant departure from the pub.	3	This is for the reporting time period but will include responses to notices received outwith the reporting period
• Other outcomes.	3	This is for the reporting time period but will include responses to notices received outwith the reporting period
• Ongoing – yet to be concluded.	31	This is the cumulative number at the end of the reporting period
Length of MRO tenancies initially offered by POB		
Minimum length (in months)	36	These are MRO offers issued in reporting period but the notice date may be outwith
Maximum length (in months)	180	These are MRO offers issued in reporting period but the notice date may be outwith
Average length (in months)	119	These are MRO offers issued in reporting period but the notice date may be outwith
Length of MRO tenancies requested by tenants		
Minimum length (in months)	See notes	Star would discuss with the tenant the proposed term and any requests would be factored into the offer - they would not be separately recorded
Maximum length (in months)	See notes	Star would discuss with the tenant the proposed term and any requests would be factored into the offer - they would not be separately recorded

Average length (in months)	See notes	Star would discuss with the tenant the proposed term and any requests would be factored into the offer - they would not be separately recorded
Length of MRO tenancies agreed		
Minimum length (in months)	101	Completed in reporting period
Maximum length (in months)	180	Completed in reporting period
Average length (in months)	129	Completed in reporting period

Independent Assessors (IAs)		
Number of IA appointments.	5	Number is appointments during reporting period but outcome may be in next reporting period
• Of which, those jointly agreed with the tenant.	5	
• Of which, those appointed by the PCA.	0	
Number of cases where rent was determined by the IA.	3	
• Please list for each case - the proposed MRO rent and the MRO rent set by the IA.	Proposed MRO Rent 1. £103,800 2. £55,369 3. £75,000	IA Rent 1. £85,000 2. £53,500 3. £50,440
Number of IA determinations challenged under:		
• Regulation 37(10)	0	
• Regulation 37(11).	0	

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

Gaming machines		
Number of new Pubs Code tied agreements, including renewal, in which:		
• 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.	119	
• The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier.	0	
• The tenant has sourced a free-of-tie machine agreement with a third-party supplier.	0	
• The tenant has chosen not to have gaming machines.	119	

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

Section B – Code compliance

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

Compliance Area	Details	POB Response	Additional Response Space
Entering into an Agreement:			
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.	<p>Training is a key part of the tenant onboarding process when working with Star Pubs & Bars ("Star"). Well trained tenants with a good understanding of the sector, their pub and the relevant offer are one of the key foundations for a long and successful trading relationship.</p> <p>The requirement to undertake training is introduced to a tenant from the outset along with details of the support that is available. Star produce a document "Is it for me?" to help tenants understand the end-to-end process of applying for and signing up to taking on a pub; training forms a key part of this.</p> <p>This obligation is reiterated during the recruitment journey, including discussions with Licensee Attraction Manager, who are the office based, first point of contact when applying for a pub, through to the Business Development Managers who undertake the full application interview and a business plan interview.</p> <p>All tenants must complete appropriate industry training. During the application process Star directs all applicants to complete the e-learning Pre-Entry Awareness Training ("PEAT") course, hosted by the British Institute of Innkeeping ("BI"). In addition to PEAT Star also runs a detailed training course called 'Inside Knowledge' and the requirement to complete this is communicated by Star to potential tenants as part of the recruitment process. Historically, this was a 5-day residential course, however Covid resulted in the development of an online version in order to minimise disruption to tenants. This more flexible style of delivery has proven to be very popular with tenants and as a result the course is still being run in the online format.</p> <p>By having the training in a virtual classroom travel and accommodation costs are removed and the tenant can take part from their own choice of location. The course consists of seven, 2.5-hour sessions run over a two-week period. This includes two individual sessions undertaken with a dedicated mentor. The mentor acts as both a guide to the programme but also works with the tenant to show how to apply the learnings taken from the course to their individual circumstances.</p> <p>The tenants are assessed across the duration of the sessions and at the end of the course they are given a rating. This is shared both with themselves and the Business Development Manager for the pub they are intending to take. If a minimum level is not reached further training and development will be suggested, and support provided. There have been examples where the tenant has not gone on to take the pub as the course has highlighted potential future issues. Inside Knowledge was a finalist in the Best Training Programme and Equity, Diversity & Inclusion Award at the BI National Innovation & Training Awards 2023.</p> <p>Alongside the training course tenants also receive a one-year training licence for the Star e-learning platform and access to other workshops ran by Star. These workshops cover matters such as social media, practical pub finance etc. The mentor allocated to the tenant during the Inside Knowledge course also provides follow up sessions with individual tenants as and when required.</p> <p>Membership of the BI is given to provide tenants with access to industry information and support along with access to professional advisors to support them in their business decision making.</p> <p>At the end of the course, feedback is requested and the outputs of this are regularly reviewed to inform and improve the content of future courses. As well as utilising the feedback to improve the course, regular reviews of content are undertaken particularly in the current fast changing market the tenants are operating within.</p> <p>Completion of the Inside Knowledge course is mandatory, however, by exception Star may waive these training requirements. This is only if the tied pub tenant meets at least one of the conditions laid out in the Pubs Code. A tenant is unable to proceed with an agreement until the training requirement has been satisfied and Star's ways of working track adherence to ensure compliance.</p>	
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.	<p>Before a tenant enters into a new agreement with Star, following receipt of their Schedule 1 information they must complete a business plan, compliant with Regulation 10.</p> <p>After a successful interview with a Star BDM, the prospective tenant will be asked to prepare a business plan for the pub. Star will provide the tenant with a business plan template and recommend that this is prepared with a licensed trade accountant.</p> <p>The business plan must include details of financial forecasts, including estimates of income and expenditure up to the date of the first rent review (or expiry of the agreement if there is no rent review) as a minimum. A sensitivity analysis showing the effect of an increase or decrease in trade must be undertaken together with any information reflecting the applicant's research of the local area.</p> <p>The business plan is reviewed and approved by the Business Development Manager as part of a formal business plan interview, before any formal offer of an agreement is made. The review will include not only a detailed financial review but will also look at other external factors affecting the potential performance of the pub such as, but not limited to competition and demographics. Further analysis of the sustainability of the business plan is undertaken as part of Inside Knowledge course to ensure the tenant fully understands the pub and their obligations within the agreement.</p> <p>For every letting that is advertised a rent model is produced. The rent model is a detailed shadow profit and loss account for the pub and is compiled and approved by regional experts who know the pub well. The sustainable business plan is assessed against the data contained within the rent model and any other known factors to assess it for sustainability.</p> <p>The BDM must undertake formal business plan review checks with a tenant at 2, 4, 6 & 12 months. These are recorded by way of a Business Review Sheet.</p>	
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.	<p>The provision of Schedule 1 information to a tenant is managed through the Pubs Code Team.</p> <p>Star is conscious that there is a huge amount of information to be provided to tenants as part of Schedule 1. To make this more accessible to tenants and to assist with tenants being able to practically apply the information, some of the elements have been incorporated into a document "Working with Star." This document provides lots of background information about Star and its ways of working. The remainder of the information that is either personal to the applicant, or individual to the property, is provided separately to this.</p> <p>For a new tenant, discussions are held from the outset of the recruitment process to inform them of the information they will be provided with. The information provision is split with some of the information being provided via the Star website and some being 'pushed' directly to the applicant. The information provided via the website allows prospective applicants to understand more about the pub, and to do some initial evaluation, without having to go through the formal application process. Once the prospective applicant wishes to apply, an initial interview is held with a Recruitment Support Manager, and if this stage is successfully passed a further interview is undertaken with the Business Development Manager. The tenant will be given the opportunity to ask any questions and this stage also acts as a check point to ensure the tenant is aware of all the Schedule 1 information they will be receiving. It is worth noting that Star won the BI's Best Recruitment Strategy award in 2023.</p> <p>Where the transaction is not a new let e.g. a new unprotected agreement, the pub is not publicly available to let, and is therefore not advertised on the Star recruitment website. In these circumstances all the relevant information will be pushed to the tenant.</p> <p>Prior to a tenant taking on a new agreement with Star they are issued with a comprehensive Heads of Terms document that sets out the terms of the deal that has been agreed. The tenant reviews this document and signs to confirm the detail of the terms is as agreed and that they have received their Schedule 1 information.</p> <p>Until Star is satisfied that the applicant has all the Schedule 1 information, a business plan template will not be provided and the ongoing process for the pub will be suspended. Progress can only continue once Star is sure the tenant has the required documentation.</p>	
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:	<p>Star has a detailed assignment policy which is implemented in conjunction with Star's legal advisors. When a tenant confirms to Star that they wish to assign their agreement an assignment pack is issued. This contains a seller's guide and a buyer's guide.</p> <p>Once an application to transfer form is submitted Star begins to co-ordinate the Schedule 1 information pack. The schedule 1 information is submitted to the assignor reminding them to pass information to the assignee. Receipt of this is checked prior to the assignee being able to progress. Upon receipt of the Schedule 1 information the assignor then completes a buyers pack.</p> <p>The assignee must complete mandatory PEAT training prior to any interview. Should they be successful at interview they will be required to attend Star's Inside Knowledge training course before the assignment completes.</p> <p>The assignee completes a detailed application form and upon receipt of this they will meet with the Star Business Development Manager and Estates Manager to discuss the process, application, and obligations of both parties.</p> <p>Star will insist that both the assignor and the assignee use a solicitor to complete the transaction. An assignment will only be allowed to complete when Star is satisfied that the assignee has all of the relevant information and has completed all stages of the application process.</p> <p>A full end to end review of Star's assignment process has taken place over the reporting period. This has looked not only at Code requirements but also at improving tenant and prospective tenant experiences.</p>	
	4.1 It complies with the provisions in regulation 12(4)(a)	The assignee is required to confirm receipt of the information before they are able to progress with their application. The process will not progress until this confirmation is in place.	
	4.2 It complies with the provisions in regulation 12(4)(b)	The assignee will not be interviewed until evidence of PEAT has been supplied as part of the application. If the tenant is successful at interview they must complete Inside Knowledge before the assignment completes.	
	4.3 It complies with the provisions in regulations 12(4)(c)	The assignee is encouraged to take advice at all stages of the process. Financial advice is required as part of the business plan preparation and Star will not allow an assignment to take place unless the tenant has legal representation. The assignee is strongly encouraged to instruct a suitably qualified surveyor to assist with understanding the condition of the property and any future liabilities.	

<p>Premises Regulation: 13</p>	<p>5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Before entering into a new agreement with Star, the applicant will undertake a full inspection of the premises accompanied by a Star representative. The inspection will include all the trading areas and any living accommodation, if applicable.</p> <p>From the commencement of the recruitment process the applicant is strongly advised to instruct a suitably qualified surveyor, with experience in the pub sector. This will ensure that the potential tenant fully understands the implications of the agreement they are entering into at all stages of their tenure.</p> <p>Where any works are to be undertaken at the premises, a schedule of works will be prepared. This will detail the extent of the works and who is responsible for undertaking them. Upon completion of the works a schedule of condition will be issued or updated as applicable. The schedule of condition will be updated again should further significant works require to be undertaken and will be taken into account when addressing repairs throughout the term of the agreement and at renewal/ expiry.</p> <p>A survey will be commissioned by Star prior to expiry of the agreement (and on occasion throughout the term of the agreement) to inspect the condition of the premises. Where any breaches to the tenant's repairing obligations in the agreement are identified, the surveyor, instructed by Star, will prepare a schedule of dilapidations detailing any breaches to the repairing standard and giving notice of any remedial action required by the tenant. The schedule of dilapidations will generally be issued by Star to the tenant at least 12 months before the end of the agreement, in order for the tenant to understand their obligations and allow them the opportunity to take any relevant remedial action.</p> <p>Star works with external providers to ensure schedules of condition and schedules of dilapidations are issued in a timely manner and in accordance with RICS guidance. As a safeguard an agreement is unable to progress unless a schedule of works and / or condition have been agreed and documented between the parties.</p> <p>With the exception of an emergency, Star will always agree a suitable notice period with the tenant before entering the property for the purpose of assessing the condition of the property.</p>	
<p>Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22)</p>	<p>6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes.</p>	<p>A survey will be commissioned by Star prior to expiry of the agreement (and on occasion throughout the term of the agreement) to inspect the condition of the premises. The timings will vary depending upon the type of Agreement.</p> <p>These are usually:</p> <ul style="list-style-type: none"> • Full Repairing and Insuring "FRI" agreement- 15 months before the expiry of the agreement. • Other agreements – a survey will be instructed as soon as possible upon acceptance of a tenant's notice. <p>The dilapidations inspections are undertaken by external independent RICS accredited Building Surveyors. Where any breaches to the tenant's repairing obligations in the agreement are identified, the surveyor, instructed by Star, will prepare a schedule of dilapidations detailing any breaches to the repairing standard and giving notice of any remedial action required by the tenant.</p> <p>A Star Regional Property Manager ("RPM") will then arrange a meeting with the tenant, to jointly review the schedule and agree a rectification plan. A date will be agreed for the RPM to re-inspect the pub. After the agreed timescale, the RPM will reinspect the property and sign off the completed works or discuss with the tenant the appropriate financial settlement.</p> <p>Where dilapidations are issued following an MRO request it is Star's policy that the tenant can remedy the outstanding repairs either during the first five years of the MRO agreement, or by the end of the term of the MRO agreement (as decided on a case-by-case basis). This is included as a term of the MRO lease.</p> <p>It is Star's policy that interim dilapidations, to assist the tenant with understanding their repair obligations and liabilities are undertaken after 3 years and then every 5 years during an FRI agreement. For other agreements inspections are carried out during the 3rd year of the agreement and then years 8 and 13 of 5 year rolling agreements.</p> <p>Star is aware of the obligations under the Pubs Code for assignments, whereby the assignee is to receive full details of all aspects of the lease and premises, including repairing obligations, from the assignor. Star assists with the provision of this information to ensure that the assignee has everything required. Upon receiving an intention to transfer from SP&B instruct a schedule of dilapidations. The RPM will then visit the pub and agree with the assignor what works from the schedule will be completed before any assignment can proceed and takes into account any works the buyer is proposing. It is explained that any works not planned to be completed by the change date will require the assignee to pay a works bond, which will be reimbursed once the works are complete. The works should usually be completed within 6 months.</p> <p>All assignment transactions are undertaken with all parties having full legal representation.</p> <p>Schedule 1 requirements with regards to dilapidations are fulfilled through a combination of the direct provision on information along with detailed ways of working contained within Working with Star.</p> <p>In the previous reporting period Star has introduced a new IT system to manage dilapidations. This has provided greater visibility of events on an ongoing basis.</p>	
<p>Short agreements Regulation: 14</p>	<p>7. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Before entering into a short agreement, the applicant will be provided with all key documentation and details of the agreement. Unless the applicant is able to prove an exemption as laid out in Regulation 14 (3) Star require that they must undertake Pre-Entry training.</p> <p>To ensure compliance, before progressing with a short agreement, the applicant must provide evidence of successful completion of pre entry training or evidence of their exemptions. It is Star's standard process that all relevant information is provided to the prospective tenant prior to entering into an agreement.</p>	

Ending a Tenancy:

<p>Forfeitures</p>	<p>8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice.</p>	<p>Any such actions are carefully considered and any such proposals are subject to approval at Commercial Review Group. Commercial Review Group is made up of cross functional senior leaders from within Star.</p> <p>All legal notices and procedures are undertaken by external legal advisors and will take into account all of the relevant circumstances including Core Code principles to evaluate before making a decision to proceed.</p> <p>It would always be Star's preferred option that an agreement can be reached but should action be required to be taken Star would endeavour to engage with the tenant to try and find a resolution. The individual circumstances would need to be considered before deciding upon the next stages. Star will always endeavour to engage with the tenant throughout the entire process.</p>	
<p>Rent Proposals Regulations: 15-18</p>	<p>9. Provide a detailed report on your POB's compliance with rent proposals, including the production of a rent proposal, its contents, when the proposal is provided and how any further information and advice is given.</p> <p>Identify any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Star provides a rent proposal where the conditions laid out in Regulation 15 of the Code are satisfied. Star has systems and processes in place (dependent upon the event) to ensure that when a relevant event and/ or request occurs that a rent proposal is prepared and issued within the timescales provided for within the Code. All events are tracked and the tracker is routinely reviewed by ETLs, Head of Estates and the Pubs Code Team. Star's external legal advisors, who are routinely involved in dealing with notices under the Landlord & Tenant Act 1954, are also fully briefed to ensure they understand the requirements and their role in the process.</p> <p>All rent proposals are produced by Business Development Managers "BDMs" and Estates Managers "EMs" and are approved by a regional committee of Star personnel including at least one RICS qualified Chartered Surveyor. The proposal is fully explained in a Rent Proposal Justification Form ("RPJ") which is approved by an Estates Team Leader ("ETL") and this is issued to the tenant. Star's rent model is designed to ensure compliance with the Code and this along with all other relevant information is provided to the tenant as part of a rent proposal.</p> <p>Star has briefed and trained all Star personnel involved with the Code to ensure satisfactory understanding of the timescales and requirements as laid out in Regulation 17. Where there are any questions relating to this or any other Code matters, Star have internal processes in place to ensure that any technical queries are escalated to the Pubs Code team for clarification as required.</p> <p>From the onset of the recruitment process all applicants are strongly advised to seek independent professional advice. This includes but is not limited to surveyors, accountants and solicitors. It is Star's policy that all tenants entering into a substantive agreement must use a solicitor for the full duration of the transaction. Star personnel are trained to understand that any reasonable request for additional information must be acknowledged and actioned in a timely manner.</p> <p>To ensure compliance, Star's processes are regularly reviewed and updated following any new guidance and or advice.</p>	
<p>Rent Assessment Proposals Regulations: 19-22</p>	<p>10. Provide a detailed report on your POB's compliance with rent assessment proposals, including the duty to conduct, how it is conducted and the effect of a rent assessment; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Star conducts a rent assessment in the qualifying circumstances set out in Regulation 19 (1) & (2) of the Code. Star proactively ensures compliance with Regulation 19 (1) through the identification of events on a Lease Event Management system. Star understands the circumstances of Regulation 19 (2) and the qualifying conditions when a tenant can request a rent assessment. Star has a process in place to ensure any requests are actioned, acknowledged, and processed in a timely manner. All events are tracked, and the tracker is routinely reviewed by ETLs, Head of Estates and the Pubs Code Team.</p> <p>All rent proposals are produced by BDMs and EMs and are approved by a regional committee of Star personnel including at least one RICS qualified Chartered Surveyor. The proposal is fully explained in an RPJ which is approved by an Estates Team Leader, and this is issued to the tenant. Star's rent model is designed to ensure compliance with the Code and this along with all other relevant information is provided to the tenant as part of a rent proposal.</p> <p>Star has processes in place to ensure that any additional information reasonably requested by a tenant is actioned and processed. Star ensures that all premises have been inspected within 3 months of the rent assessment proposal being provided. At all stages of the process Star informs tenants that they are strongly recommended to obtain independent professional advice. Before a new rent is documented Star will confirm with the tenant any monies due to be paid or credited and how that will be done.</p> <p>Star observes the timescales and actions as laid out in Regulation 22 (1) (2) & (3). Star employees involved with matters affected by this Regulation are trained to understand and implement them appropriately. Star monitors and pro-actively manages the issuing of rent assessment proposals to ensure compliance with the Code. This reporting is shared with the Star Leadership team on a monthly basis and forms part of the monthly Star Compliance Cabinet.</p> <p>To ensure compliance, Star's processes are regularly reviewed and updated following any new guidance and or advice.</p>	

MROs:

<p>MRO - Notice Regulations: 23-27</p>	<p>11. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p> <p>11.1 Provide a detailed report of your POBs handling of tenants who claim a significant price increase event (Reg 24), including the nature of the circumstances relied upon by the tenant.</p> <p>11.2 Provide a detailed report of your POBs handling of tenants who claim a trigger event (Reg 25), including the nature of the circumstances relied upon by the tenant.</p> <p>11.3 Provide a detailed report of your POBs handling of tenants who request a MRO option in a renewal of a pub arrangement (Reg 26), including the nature of the circumstances relied upon by the tenant.</p> <p>11.4 Provide a detailed report of your POBs handling of tenants who request a MRO following a rent assessment proposal (Reg 27).</p>	<p>Star's employees are trained to understand how to recognise an MRO notice and what it should contain. All MRO notices are handled by the dedicated Pubs Code team which is led by the Code Compliance Manager & Code Compliance Officer.</p> <p>Any notice received is checked by the Estates Manager for validity and all notices are acknowledged and actioned in a timely fashion. The receipt of the notice and the entire MRO process is administered by Star's Pubs Code team. They are also trained to understand what a valid notice should contain and the circumstances in which one may be served.</p> <p>It should be noted that upon receipt of an invalid notice the tenant will be informed and given the information required in order to submit a valid notice, should they desire.</p> <p>All notices regardless of the 'trigger' are tracked by the Pubs Code team, at every stage to ensure compliance with statutory deadlines.</p> <p>During the reporting period Star has not received any notices in relation to a significant price increase event. However, the criteria for the validity of this kind of request is understood and any request made would be tested against it.</p> <p>Any notice citing a trigger event would be handled by the Pubs Code team through the normal notice procedure. The criteria for assessing trigger events is set out within the Code and any circumstances noted would be tested against this. Any decision would then be conveyed to the tenant with the opportunity to have further discussion if required.</p> <p>Any notice citing a renewal would be handled by the Pubs Code team through the normal notice procedure. The team are trained to know and understand what a renewal is and any notice is tested against this.</p> <p>Any notice citing a renewal would be handled by the Pubs Code team through the normal notice procedure. The team are trained to know and understand what a renewal is and any notice is tested against this.</p>	
<p>MRO - Procedure Regulations 28-33</p>	<p>12. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p> <p>Please include a report on handling procedural and event disputes and the issue of a revised response.</p> <p>12.1 Provide a detailed report on how your POB handles arrangements during the MRO process (Reg 28).</p> <p>12.2 Provide a detailed report on how your POB handles required terms and conditions, including terms regarded as unreasonable - in regards to MRO tenancy (Reg 30 & 31).</p>	<p>Star has established internal processes and procedures following receipt of an MRO notice. Any notice received is checked by the Estates Manager for validity and all notices are acknowledged and actioned in a timely fashion. The receipt of the notice and the entire MRO process is administered by Star's Pubs Code team. The team are a dedicated, specialised support function with detailed Pubs Code knowledge, overseen by the Code Compliance Manager and Code Compliance Officer.</p> <p>Upon receipt of an MRO notice the Pubs Code team will acknowledge and action the MRO notice, as soon as possible. This is usually within 48 hours of receipt of the MRO notice. Where Star considers the notice is not valid, a response will be provided to the tenant explaining the reason. If appropriate Star will also refer the tenant to any relevant section of the Pubs Code and/or published PCA guidance in order to ensure that the tenant is aware of the applicable information.</p> <p>Where Star considers the MRO notice is valid this will be confirmed to the tenant in writing and a full response including an MRO compliant agreement will subsequently be issued. This will be issued within the prescribed timescales as laid out in the Pubs Code.</p> <p>When issuing a full response, Star will ensure the term is for at least as long as the remaining term of the existing tenancy, or for a term of 10 years whichever is longer. In addition, where the circumstances are justified, Star has agreed a number of longer agreements upon request from the tenant. Star also sets out within the MRO offer letter that the MRO may be documented by way of a DOV where appropriate.</p> <p>Star does not offer any MRO agreements which contain a break clause that may only be exercised by the pub owning business. Further, Star does not impose a service tie in respect of insurance other than buildings insurance as part of the MRO agreement, with the option for the tenant to 'price match' in keeping with regulation 46 of the Pubs Code. Star does not include any terms in a proposed MRO tenancy which are not common in free of tie commercial agreements. The MRO agreement offered by Star is not excluded from the provisions of the Landlord & Tenant Act 1954 and this position will only be departed from in the event that the tenant's existing tied lease is excluded from the provisions of the Landlord and Tenant Act 1954 and Star is required to offer a contracted - out lease in order to comply with - for example- its obligations under any superior lease.</p> <p>Star has worked with its external legal advisers to ensure that its standard terms of MRO agreement remain reasonable and compliant. Star keeps its standard terms under constant ongoing review as part of its Compliance Record and Declaration process. Where a term is identified as being potentially unreasonable or not compliant Star has processes in place to identify any other cases that may be affected and to ensure that its standard terms are updated accordingly.</p> <p>Before any offer is made Star will hold a meeting with the EM for the pub and the COO to discuss the terms of the offer they wish to make and to run through the PCA Compliance Record & Declaration document.</p> <p>Star will always endeavour to negotiate with tenants and to gain an understanding of their commercial issues regarding an MRO proposal.</p> <p>Star is aware of the requirements to inform the tenant of any intention to make a referral to the PCA and Star's standard communications reflect these requirements. Further, Star is aware of the procedure where a matter is referred to the Adjudicator in connection with the full response. Where required Star will adhere to provide a revised response as directed by the arbitration process.</p> <p>Star is aware of the requirements and timescales of issuing a full response along with the subsequent resolution period. Following on from this Star is aware of the updated periods of response. Star is aware of the deadlines contained within Regulations with regards to referring a rent to an Independent Assessor for determination. Where a tenant decides to refer a rent to an Independent Assessor for determination, Star will endeavour to constructively engage with the tenant with the view to agreeing the appointment of a suitably qualified and competent Independent Assessor.</p> <p>Star monitors all notices received to ensure they are processed and actioned within the statutory timescales. All notices are tracked on an internal tracker which is regularly reviewed and monitored by the COO to ensure Star's practice and processes are working effectively and efficiently and to identify any improvements that may be required. Regular calls with involved personnel take place to ensure progress is being made to discuss engagement with the tenant and/or their advisors.</p> <p>Any disputes would follow Star's complaints process to ensure a fair and consistent approach.</p> <p>Star has a review process in place through the Real Estate Team to ensure compliance with Regulation 28. This is overseen by the Real Estate Manager who reports to the Code Compliance Officer.</p> <p>A full list of MRO affected pubs is reviewed on a regular basis by members of the Real Estate Team and approved by the Real Estate Manager to ensure Star are compliant.</p> <p>Star does not offer any MRO agreements which contain a break clause that may only be exercised by the pub owning business. Further, Star does not impose a service tie in respect of insurance other than buildings insurance as part of the MRO agreement, with the option for the tenant to 'price match' in keeping with regulation 46 of the Pubs Code. Star does not include any terms in a proposed MRO tenancy which are not common in free of tie commercial agreements. The MRO agreement offered by Star is not excluded from the provisions of the Landlord & Tenant Act 1954.</p> <p>Star has worked with its external legal advisers to ensure that its standard terms of MRO agreement remain reasonable and compliant (including fully compliant with both Recommendations 1 and 2 of the PCA's Investigation Recommendations) and has completed the compliance exercises as set out under Recommendations 3 and 8 of the PCA's Investigation Recommendations.</p> <p>Star keeps its standard terms under constant ongoing review as part of its Compliance Record and Declaration process. These are approved by way of a call and minutes are taken. Where a term is identified as being potentially unreasonable or not compliant Star has processes in place to identify any other cases that may be affected and to ensure that its standard terms are updated accordingly.</p> <p>Star endeavours to jointly agree with a tenant the appointment of a suitably qualified and competent Independent Assessor. This may not always be possible and where this is the case Star will send to the tenant a signed form to apply to the PCA for the PCA to make the appointment. Star has a process in place to ensure that the payment of fees associated with an independent assessor can be made in a timely manner avoiding any delay to the process.</p> <p>Star is aware of and follows the independent assessor procedure as set out in the Regulations, not limited to but including the timeframes and provision of information as set out.</p> <p>Processes and procedures are in place to ensure that all documents/ information that are required to be provided to an Independent Assessor are accurately collated and issued in a timely manner. Star is aware of the obligations of the Independent Assessor in their duty to provide a rental determination. Star is further aware of the requirement for the tenant to accept or reject the determination as made by the Assessor within 21 days.</p>	
<p>MRO - Independent Assessor Regulations 36-38</p>	<p>13. Provide a detailed report on your POB's compliance with Independent Assessor regulations 36-38; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p>	<p>Star endeavours to jointly agree with a tenant the appointment of a suitably qualified and competent Independent Assessor. This may not always be possible and where this is the case Star will send to the tenant a signed form to apply to the PCA for the PCA to make the appointment. Star has a process in place to ensure that the payment of fees associated with an independent assessor can be made in a timely manner avoiding any delay to the process.</p> <p>Star is aware of and follows the independent assessor procedure as set out in the Regulations, not limited to but including the timeframes and provision of information as set out.</p> <p>Processes and procedures are in place to ensure that all documents/ information that are required to be provided to an Independent Assessor are accurately collated and issued in a timely manner. Star is aware of the obligations of the Independent Assessor in their duty to provide a rental determination. Star is further aware of the requirement for the tenant to accept or reject the determination as made by the Assessor within 21 days.</p>	
<p>MRO - End of Procedure Regulations 39 and 40</p>	<p>14. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p>	<p>Star and its employees are aware of the circumstances that end the MRO procedure and these are communicated to tenants. Star ensures tenants are made aware of any actions they take which may bring their MRO rights to an end.</p> <p>Star is aware that where a dispute rises at the end of an MRO procedure due to Regulation 28 (3) this may be referred to the Adjudicator.</p>	

<p>Business Development Managers: Regulation 41</p>	<p>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.</p>	<p>During the reporting period Star identified an issue with meeting minutes which was in breach of the Code. Star has completed the breach reporting form and is working with the PCA office on the matter.</p> <p>All BDMs receive full training on the Code and rent assessments before they complete their induction and have contact with tenants. Further face to face training is undertaken with the Code Compliance Manager for any new starts.</p> <p>All relevant Star personnel are subject to continuous professional development and improvement. This includes for example attendance at annual code Refresher Training as well as ongoing training throughout the year on Code related topics which is delivered internally and by Star's external legal advisers. Completion of the annual Code training is an objective within the Star appraisal system for all BDMs. Star is committed to the continuous professional development and improvement of BDMs. Star is investing in its BDMs and is promoting and encouraging personnel to attain the BII Accredited qualification - MUM/MRM. This is to a minimum of level 3 with the majority being level 4.</p>	
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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.	<p>Star takes its responsibility to appoint a suitably qualified employee to the role of CCO very seriously. The CCO for Star sits on the Leadership team for Star and is therefore afforded an overview of compliance within the organisation.</p> <p>The CCO is empowered with the resources necessary to undertake the role including regular contact and discussions with both BDMs and tenants.</p> <p>Business wide reporting allows the CCO to ensure statutory deadlines are being adhered to and to identify any areas for process improvements. All Code processes are regularly reviewed to ensure they are fit for purpose and to identify any improvement areas. The delivery of the Code across Star is supported by the Code Compliance Champions.</p>
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.	<p>During the last reporting period and this reporting period Star has worked with the PCA office to ensure the information provided to tenants is clear and easy to understand. All of our correspondence and supporting information has been reviewed and implemented. As per the publication by the PCA on 27 March 2024, the PCA has confirmed that she is satisfied that Star has taken appropriate action in response to the reported breach</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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.	<p>The requirement to notify the Adjudicator of circumstances giving rise to extended protection now forms part of Stars standard ways of working.</p> <p>The estates team and compliance team are aware of this requirement along with the Code Compliance Manager and Code Compliance Officer. Star's legal advisors will also ensure the necessary steps have been taken when the requirements are fulfilled.</p>
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.	<p>Star offers two options for machine income:</p> <p>1) Machine income is shared between Star and the tenant. Machine income is excluded from the pub income on the Rent Assessment and is therefore not part of the divisible balance.</p> <p>2) Machine income is not shared with Star. Machine income is included on the Rent Assessment when calculating the profitability and establishing an appropriate rent for the pub. An alternative Rent Assessment showing this option is available on request during the application process for all pubs.</p>
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.	<p>Star has a process in place, as part of the disposal policy to ensure a tenant is informed when a pub has been identified for sale. The BDM will discuss this with the tenant and a formal letter will then be issued to confirm.</p> <p>20.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.</p> <p>The notification to tenant forms part of the formal disposal process - it is therefore not possible for a sale to proceed without the tenant being notified.</p>
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.	<p>Star endeavours to work in commercial partnership with tenants and that includes ensuring tenants do not suffer any detriment on account of exercising any rights under the Code.</p> <p>Star's ways of working and training set out that a relationship and/or interactions with a tenant should not be altered on account of rights being exercised under the Code.</p>
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.	<p>Star does not impose any liabilities on a tenant as a result of any reading taken from a flow monitoring device without additional evidence.</p> <p>Star has a clear policy on the installation and use of flow monitoring equipment. This sets out clear rules and understanding and this is provided to tenants. The content of the document is regularly reviewed to ensure it remains reasonable and compliant.</p>
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.	<p>Star understand the criteria of exemptions from the Code and have incorporated these into ways of working.</p> <p>Specifically identify how you comply with:</p> <p>23.1 The provisions in regulation 54 - short agreements</p> <p>23.2 The provisions in regulation 55 - pub franchise agreements</p> <p>23.3 The provisions in regulation 56 - Investment exception</p>
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.	<p>Star is aware of the content of Regulation 57 and what constitutes a void or unenforceable term.</p> <p>Star regularly reviews their agreement strategy, and this includes ensuring no void or unenforceable terms are contained within Star current agreements. Where historic agreements exist then any unenforceable terms will be ignored when interpreting agreements.</p>

Section C – Breaches and complaints

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

Compliance Area	Details	POB Response	Additional Response Space
<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.	0
		● Of which, those not upheld.	0
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable
	Sustainable Business Plan Regulation 10	Total number of breaches, or alleged breaches.	0
		● Of which, those upheld.	0
		● Of which, those not upheld.	0
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable
	The Required Information Regulation 11	Total number of breaches, or alleged breaches.	0
		● Of which, those upheld.	0
		● Of which, those not upheld.	0
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable
Assignments Regulation 12	Total number of breaches, or alleged breaches.	0	
	● Of which, those upheld.	0	
	● Of which, those not upheld.	0	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Premises Regulation 13	Total number of breaches, or alleged breaches.	5	
	● Of which, those upheld.	0	
	● Of which, those not upheld.	5	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 1 - complaint relating to delay in repairs. It was found that some of the repairs were tenant responsibility and the remaining repairs were completed shortly after complaint made. Pub 2 - complaint that tenant had not been made aware of dilapidations before exiting pub. There were a number of meeting minutes recorded with tenant discussing dilapidations throughout their tenure. A full schedule of dilapidations had also been provided ahead of Code timescales. Pub 3 - complaint regarding repairs and works not completed as part of capex project. Matter was investigated and resolved. Pub 4 - complaint regarding dilapidations and associated charges - Regional Property Manager visited the site and ran through the schedule. Agreement was reached. Pub 5 - tenant complaint regarding dilapidations - this was resolved through discussion with BDM and Regional Property Manager.	
Short Agreements Regulation 14	Total number of breaches, or alleged breaches.	0	
	● Of which, those upheld.	0	
	● Of which, those not upheld.	0	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Part 3	Rent Proposal - Duty to Provide Regulation 15	Total number of breaches, or alleged breaches.	0
		● Of which, those upheld.	0
		● Of which, those not upheld.	0
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable
	Rent Proposal - Contents Regulation 16	Total number of breaches, or alleged breaches.	0
		● Of which, those upheld.	0
		● Of which, those not upheld.	0
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable
	Rent Proposal - When it must be provided Regulation 17	Total number of breaches, or alleged breaches.	0
		● Of which, those upheld.	0
		● Of which, those not upheld.	0
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable
Rent Proposal - Further Information and Advice Regulation 18	Total number of breaches, or alleged breaches.	0	
	● Of which, those upheld.	0	
	● Of which, those not upheld.	0	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Rent Assessment - Duty to Conduct Regulation 19	Total number of breaches, or alleged breaches.	0	
	● Of which, those upheld.	0	
	● Of which, those not upheld.	0	
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	

Part 4	Rent Assessment Proposal Regulation 20	Total number of breaches, or alleged breaches.	1	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	1	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 6 - complaint relating to information provided as part of the rent assessment. Investigation found correct information provided and it was confidential information relating to other outlets that was being sought.	
	Conduct of the Rent Assessment Regulation 21	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	Effect of the Rent Assessment Regulation 22	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Part 5	MRO Notice - Significant Increase Regulation 24	Total number of breaches, or alleged breaches.	1	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	1	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 7 - tenant has complained that Star is slowing down the completion of an MRO agreement due to a repairing issue at the site. The two matters are being dealt with separately and Star is supportive of the agreement being completed. The matter is ongoing.	
	MRO Notice - Trigger Event Regulation 25	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	MRO Notice - Renewal Regulation 26	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
MRO Notice - Rent Assessment Regulation 27	Total number of breaches, or alleged breaches.	0		
	● Of which, those upheld.	0		
	● Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable		
Part 6	MRO Procedure - Arrangements Regulation 28	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	MRO - Effect of Tenant's Notice Regulation 29	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	MRO - Required Terms and Conditions Regulation 30	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
MRO - Unreasonable Terms and Conditions Regulation 31	Total number of breaches, or alleged breaches.	0		
	● Of which, those upheld.	0		
	● Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable		
MRO - Procedural dispute Regulation 32	Total number of breaches, or alleged breaches.	0		
	● Of which, those upheld.	0		
	● Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable		
MRO - Event Dispute Regulation 32	Total number of breaches, or alleged breaches.	0		
	● Of which, those upheld.	0		
	● Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable		

MRO - Right to Refer
Regulation 35

Total number of breaches, or alleged breaches.	0	
• Of which, those upheld.	0	
• Of which, those not upheld.	0	
Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	

Part 7	MRO - Appointment of Independent Assessor Regulation 36	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	MRO - Independent Assessor: Procedure Regulation 37	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	MRO - Referral to Adjudicator in connection with the Independent Assessor Regulation 38	Total number of breaches, or alleged breaches.	0	
● Of which, those upheld.		0		
● Of which, those not upheld.		0		
Steps taken in relation to each breach, or alleged breach, and the outcome(s).		Not Applicable		
Part 8	MRO - End of Procedure Regulation 39	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	MRO - Disputes about rent etc payable during MRO procedure Regulation 40	Total number of breaches, or alleged breaches.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Part 9	Business Development Managers Regulation 41	Total number of breaches, or alleged breaches.	2	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	2	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 8 - complaint that the rent review process was taking too long. The BDM & EM discussed the matter with the tenant and the review settled. Pub 9 - complaint made as tenant believed they had been told they would receive a different discount amount to what was being applied to their account. Further investigation showed a small credit was due and this was applied to the account.	During the reporting period Star identified an issue with meeting minutes which was in breach of the Code. Star has completed the breach reporting form and is working with the PCA office on the matter.
	Code Compliance Officer - Duty to appoint Regulation 42	Total number of breaches, or alleged breaches.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Part 10	Extended Protection Regulation 45A	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	Insurance Regulation 46	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	Gaming Machines Regulation: 47	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	Blank template for P&L Regulation 48	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Sale of Freehold or Long Leasehold Regulation 49	Total number of breaches, or alleged breaches.	0		
	● Of which, those upheld.	0		
	● Of which, those not upheld.	0		
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable		
Tied Pub Tenant Not to Suffer Detriment Regulation 50	Total number of breaches, or alleged breaches.	10		
	● Of which, those upheld.	0		

		● Of which, those not upheld.	10	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 10 - tenant made a complaint regarding debt relating to a previous agreement. A compromise settlement was reached and the matter closed. Pub 11 - tenant complained about time taken to obtain completion statement and monies. Matter was investigated and resolved. Pub 12 - complaint regarding lack of transparency around utilities charging - a breakdown of charges was provided. Pub 13 - tenant complained about completion statement and disputed the amount - this is ongoing. Pub 14 - tenant complaint regarding utilities charges, upon further investigation the charges were found to be accurate. Pub 15 - complaint regarding charges to completion statement - these were checked and found to be correct. Pub 16 - tenant complaint regarding wanting a brand swap. This was facilitated and was resolved shortly after receiving the complaint. Pub 17 - tenant disputed a charge on final account, this was investigated and amended. Pub 18 - tenant complained about time taken to receive completion statement. This was chased and tenant was provided with the information. Pub 19 - complaint regarding exit statement delay - this was chased and statement issued.	
	Flow Monitoring Devices Regulation 51	Total number of breaches, or alleged breaches.	1	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	1	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Pub 20 - tenant complained that they had not been reimbursed for utilities costs relating to flow monitoring. A payment was made to cover these costs as per the terms of their lease.	
Part 12	Exemptions - Short Agreements Regulation 54	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	Exemptions - Franchise Agreements Regulation 55	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
	Exemptions - Investment Exception Regulation 56	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
Part 13	Void or Unenforceable Terms Regulation 57	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Not Applicable	
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.	Pub 21 - complaint made by tenant that Star had changed their delivery day. This was beyond Star's control and within the terms of the lease agreement Pub 22 - tenant complaint regarding reimbursement of utilities charges relating to a telecoms installation. The payment were made on an ad-hoc basis but have been formalised to give tenant certainty. Pub 23 - tenant complained that lease renewal was slow, this was due to a disagreement over Smart Dispense being installed at the property. This was resolved by a meeting with the Regional Operations Director & BDM. Pub 24 has made several complaints to Star over the reporting period, these relate preeminantly to numerous Star personnel and repairs. There have been many attempts to resolve the issues and a plan for remedying the repairs is ongoing. Pub 25 has made a complaint relating to a historic MRO process matter that Star are currently still reviewing.	
	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.	During the reporting period Star had 3 arbitrations that were concluded. Arbitration 1 - this was an MRO referral citing s.43 SBEE 2015 and Regs. 29 & 31 (2) of the Pubs Code. The referral was resolved amicably between the parties. Arbitration 2 - this was an MRO referral citing Reg. 29(3) of the Pubs Code & s.43 (4) of SBEE 2015. The referral was resolved amicably between the parties. Arbitration 3 - this was a non-MRO referral and related to whether Star had contravened s.42(3) of SBEE 2015 and 13(9), 46 & 47 of the Pubs Code. The claim was dismissed.	