



# Working with Star Pubs



# Contents

## Who We Are

Who We Are	05
How We Work	06

## The Letting Process

An Overview of Regulation	07
The Letting Process	07
A Range of Agreements to Suit You	12
Deposit	16
Applying for a Pub	18
Business Support	28

## During the Agreement

Who is your contact	30
Meeting Minutes	34
Operational Difficulties	35
Requests for Information	36
Access to Premises	36
The Tie	37
Flow Monitoring	38
Rent	44
Transferring Your Agreement	56
Repairs & Refurbishment	58

## The End of Your Agreement

Ending Your Agreement	81
Agreement Expiry	81
How to Make a Complaint	84

## Glossary

## Contact us







## WHO WE ARE

Star Pubs is the leased and tenanted pub division of Heineken UK Limited, the UK's leading cider and beer producer, and we're a passionate supporter of the great British pub. That's why we're committed to building great relationships with our **Tenants**, with trust and mutual profitability.

Together with you, we want to run the best pubs, in the best locations, with the best support possible. We believe that by working closely together, we can make this happen.





## HOW WE WORK

This guide outlines how we work together with you at key points including (i) during your application process; (ii) during your **Agreement**; and (iii) when you exit the pub. This Guide includes and covers the legal requirements of the **Pubs Code etc. Regulations 2016** ("Pubs Code"), however, we have expanded on

these requirements, using straightforward language to explain how we apply the Pubs Code day to day.

Words which are highlighted in bold are defined in the **Glossary of Terms** which can be found on **pages 86 to 87** of this document.

# The Letting Process

## An Overview of Regulation

### The Pubs Code

As a **Landlord** of more than 500 tied pubs, **Star Pubs** is covered by the **Pubs Code**. The **Pubs Code** regulates the relationship between a **Pub Owning Business** and a tied **Tenant** in England and Wales and is based on two core principles:

fair and lawful dealing between the **Pub Owning Business** and their tied **Tenant**; and that a tied **Tenant** should be no worse off than a free of tie **Tenant**.

### The Pubs Code sets out certain **Tenants'** rights including:

All tied pub **Tenants** to receive the information they need to make informed decisions about taking on a pub or new terms and conditions.

The right to have their rent assessed if they have not had a review concluded for five years.

That a **Tenant** can request a **Market Rent Only** option in certain circumstances.

A copy of the original Pubs Code can be found [here](#).

Note that On 1 April 2022 the 2016 Regulations were amended by virtue of The Small Business, Enterprise and Employment Act 2015 and Pubs Code etc. (Amendment) Regulations 2022. A copy of this can be found [here](#).





## Code Compliance

Compliance with the **Pubs Code** is overseen by the **Pubs Code Adjudicator (“PCA”)**. The **PCA’s** role is to oversee the operation of the **Pubs Code**, arbitrate disputes and investigate alleged breaches. Further information on the **Role and Responsibilities** of the **PCA** can be found on the **PCA’s** website at [www.gov.uk/pca](http://www.gov.uk/pca).

Full contact details for the Pubs Code Adjudicator can be found on page 85.

There are also several factsheets, guides, and videos on the website to help you understand the **Pubs Code** and the rights you have.

The **Pubs Code** requires each **Pub Owning Business** to appoint a **Code Compliance Officer (“CCO”)**.

This is someone employed by **Star Pubs** who is suitably qualified and whose role it is to verify compliance with the Code. The **CCO** must make themselves reasonably available if you have a query regarding the Code or wish to discuss decisions made under the Code. Further information on the **CCO** can be found [here](#) and if you have any **Pubs Code** questions, please contact [pubscode@starpubs.co.uk](mailto:pubscode@starpubs.co.uk).

If you feel that **Star Pubs** has not complied with the **Pubs Code**, please contact our **CCO**. If you are unable to resolve the matter you should inform the **PCA**.

Not all **Agreements** are covered by the Code, these include our **Just Add Talent Agreements**, free of **Tie Agreements** and **Agreements** of less than 12 months.

## Code of Practice in Scotland

Tied **Tenants** in Scotland are covered by a voluntary Code of Practice which governs the relationship between pub businesses and their **Tenants**. A copy of this code can be found [here](#).

## Disputes

In the event of a dispute with **Star Pubs** which cannot be resolved through our complaints procedure, the code allows **Tenants** to refer rental disputes to the **Pubs Independent Rent Review Scheme (“PIRRS”)** or any other dispute to the **Pubs Independent Conciliation & Arbitration Service (“PICAS”)**. Further information can be found at [www.pirrscheme.com](http://www.pirrscheme.com) and [www.picaservice.com](http://www.picaservice.com).



## Pubs for Let

Pubs available to let are advertised on our website: [www.starpubs.co.uk](http://www.starpubs.co.uk) with the key information you need to help make an informed choice about which pub to apply for.

If you decide to apply for a pub there are a number of steps in the process. Additionally, in accordance with Schedule 1 of the **Pubs Code**, the following information will be made available to the **Applicant** prior to them preparing their **Business Plan**:

The type of **Agreement** and length of term we are offering the pub on, along with the proposed rent and Discount on **Tied Products** including a specimen copy of the **Agreement**.

A **Rent Assessment** which comprises a shadow profit and loss (“P&L”) account, estimating the pub’s income and expenditure.

A Volume and Cask Sediment Report showing the total volume of all products purchased from **Star Pubs** in the last five years and the percentage volume of those products that duty has been paid on. This allows you to estimate the amount of wastage and the amount of cask beer you will lose to sediment, allowing you to work this into your forecast P&L.

A national price list for **Tied Products**, date of the latest price increases and any imminent price increases. **Star Pubs** price lists include both the container size (e.g. 11 gallon/50 litres, 22 gallon/100 litres) and the Wholesale Price per Barrel for ale, lager and cider and the Wholesale Price per container or pack size.

Ongoing costs of other charges included in the **Agreement** if applicable, such as buildings insurance, maintenance compliance charges, repairs deposit fund, accountancy and stocktaking. Note that some pub specific charges, such as dispense charges, will be notified by the **BDM** during the interview process.

Ingoing costs at the start of the **Agreement**, including the required deposit and an estimate value of **Fixtures and Fittings** in the property prepared by an Independent Valuer. Note that these are estimates only and not full start-up costs. For instance, it does not include any costs that the **Applicant** will incur for their own professional fees, interest on loans, **Stamp Duty Land Tax** (“SDLT”) etc. Full start up costs will need to be determined by the **Applicant** as part of business planning.

A copy of (or details of) the **Premises Licence** and any licensing conditions.

A Schedule of Conditions prepared by an independent **Royal Institution of Chartered Surveyors (“RICS”)** qualified Building Surveyor. This documents the condition of the building and draws attention to any specific issues.

If any works are to be undertaken prior to you entering an **Agreement**, a **Schedule of Works** will be provided to you. This details the works, who is responsible for carrying them out and any penalties incurred should either party not complete the works within the agreed timetable. Upon completion of the **Schedule of Works**, or any other major works completed over the lifetime of your **Agreement**, the Schedule of Conditions will be updated.

Where a large capital investment is planned we will supply a Refurbishment Details document showing sketch plans and a description of the proposed works.

A copy of the Energy Performance Certificate.

A Supplementary Information Document listing:

- o Any known restrictions on the usage of the premises, for example, restrictions on types of trading or opening hours or planning constraints.
- o Details of the tenure of the property and information on the superior Landlord if the property is not owned by **Star Pubs**, including details of any service charge associated with the premises.
- o Details of any enforcement action taken by a public authority during the previous two years.
- o Information about any local issues of which **Star Pubs** is aware, which may affect the pub’s trading potential, either positively or negatively.
- o Details of any specific problems in the premises. Local information supplied by **Star Pubs** is limited, and it is important that **Applicants** complete their own research of the area.

A report showing the demographics of the local area.



## A RANGE OF AGREEMENTS TO SUIT YOU

Star Pubs offers a variety of **Agreements**. All **Agreements** include a drinks Tie.

The **Agreement** being offered for a specific pub will be included on the pub advertisement and will be discussed with you during the application process. The main **Substantive Agreements** offered by **Star Pubs** are:

	Agreement Type			
	Foundation Tenancy	Investment Tenancy*	Full Repairing & Insuring Lease	Business Start Up Agreement (Scotland)
<b>Agreement Term</b>	5 years fixed term	5 years rolling ***	10 years +	3 years fixed term
<b>Landlord &amp; Tenant Act Protected</b>	Contracted out	Protected	Protected	N/A
<b>Open Market Rent Review</b>	N/A - rent fixed for life of Agreement	Every five years**	Every five years	N/A - rent fixed for life of Agreement
<b>Annual RPI Rent increases</b>	No	No	No	No
<b>Maintenance &amp; Repair</b>	Mainly internal	Mainly internal	Full repairing	Mainly internal
<b>Assignable</b>	No	No	Yes (after 2 years)	No
<b>Tenants Termination Rights</b>	3 months' notice at any time	6 months' notice to determine the <b>Agreement</b> on the fifth anniversary of the start date***	Initial 90 day cooling off (if no significant investment*)	28 days' notice at any time
<b>Landlords Termination in addition to agreement forfeiture rights</b>	3 months' notice for significant rent arrears and tie breaches	None***	None	28 days' notice at any time
<b>Repairs Fund</b>	£1,300 pa	£1,300 pa	Optional £3,120 pa	£1,300 pa
<b>Deposit</b>	Minimum 3 months rent	Minimum 3 months rent	Minimum 3 months rent	Minimum 3 months rent

\* Significant Investment: where the investment qualifies for a **Pubs Code** Investment Waiver (Reg 56)

\*\* If the **Agreement** is not determined by either party and rolls for a further five years

\*\*\* The **Agreement** can only be ended once every five years on the anniversary of its start date. If no notice is served by either the **Tenant** or Landlord it will "roll" for a further period of five years

**Agreement** templates, including full definitions of **Tied Products**, are available on our website [www.starpubs.co.uk](http://www.starpubs.co.uk). We do not usually amend the standard terms of our **Agreement**, so it is essential that you take advice and it is the right **Agreement** for you. If there is an amendment that you would like us to consider, please discuss this with us as soon as possible.





## OTHER AGREEMENTS

### Temporary Management Agreement

We also offer **Temporary Management Agreement** in situations where we agree with a **Tenant** to operate the pub while a **Substantive Agreement** is being marketed.

This **Agreement** can be terminated at any time by **Star Pubs** serving written notice or by the **Tenant** by vacating the premises

### Management Agreement

A **Management Agreement** may be offered as a longer-term arrangement for a **Tenant** who has run one of our pubs on a temporary basis for more than 12 months. This **Agreement** runs for a three-year fixed term but can be terminated by either party at any time without fault with 14 days' notice. The rent is fixed for the term of the **Agreement**. For Pubs in England and Wales the **Agreement** is contracted out of the **Landlord and Tenant Act 1954**.

### Just Add Talent

We also offer a **Just Add Talent Agreement** on selected pubs, which is a proven operational model with turnover and profit shared between the **Tenant** and **Star Pubs** at agreed rates. The **Agreement** is contracted out of the **Landlord and Tenant Act 1954** and may be terminated by either party at any time, either immediately by **Star Pubs** or by three months' notice from the **Tenant**.

**JUST ADD TALENT**  
PART OF THE **HEINEKEN** COMPANY



## DEPOSIT

As part of all Substantive Agreements\*, you will be required to pay us a deposit and this is usually the equivalent of three months' rent. This deposit is kept by us for the duration of your Agreement, with interest paid at 1% below Bank of England Base Rate, or zero, whichever is the higher, for all agreements of three years or more\*\*.

Temporary Management Agreements (TMA) require a minimum deposit of £2000 and DO NOT accrue any deposit interest.

At the end of your Agreement, providing you have fulfilled all your obligations under the Agreement, your deposit will be returned to you, along with any interest accrued. The payment is usually made by BACS transfer. There may be times during your occupation when we may require a higher level of deposit; this could be if you change your Agreement or agree different credit terms with us, but we will discuss this with you

\*excludes TMA/TMAU agreements

\*\*excludes Just Add Talent agreements

## Machine Income

Income from machines, such as Amusement with Prizes (AWP), pool tables, jukebox and other pay to play machines, are all important sources of income, and require specialist data analysis and management to maximise their revenue potential.

Star Pubs offers two options for machine income, which impact on the rent payable for the pub:

**Machine Income** is shared between **Star Pubs** and the **Tenant**. **Machine Income** is excluded from the pub income on the **Rent Assessment** and is therefore not part of the **Divisible Balance** figure quoted. This is the standard method for **Star Pubs** calculations and is the default **Rent Assessment** provided on pub vacancies advertised on the website.

**Machine Income** is not shared with **Star Pubs**. Machine income is included within the pub income 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.

In cases where income from machines is shared between **Star Pubs** and the **Tenant**, **Star Pubs** provides expertise via its Machine Manager and third-party suppliers.

**The Tenant** can choose which type and how many machines to have (subject to appropriate licences being obtained) installed by **Star Pubs** nominated suppliers and can take advice from the Machine Manager on how to develop this income. **Star Pubs** will arrange machine cash collection arrangements and explain the process for allocation of funds.

**Star Pubs** will, on request, provide details of the number and location of machines in the pub and the income they have generated for the preceding three years, where this information is available.



# APPLYING FOR A PUB

Once the pub information and types of **Agreement** offered have been reviewed, **Applicants** should complete the online application form.

On receipt of your application, it will be reviewed by the **Star Pubs** Licensee Attraction team, who will ensure you are kept up to date on the status of your application throughout the process.

If your application meets our criteria, you will be contacted to arrange a telephone interview to discuss your experience and the pub(s) which is/are of interest to you. If you are successful at this stage, a second stage interview will be arranged with the **Business Development Manager (“BDM”)** to discuss your experience in more detail and your plans for the pub. You will be required to provide proof of identity, right to work in the UK and proof of funds at this stage.

## Preparing a Business Plan

After the second stage interview, you will be given feedback on your application and **Applicants** selected to progress will be asked to prepare a **Business Plan** for the pub and **Agreement** type offered. An email confirming this will be issued to you along with a template **Business Plan** and the **Rent Assessment**. You must have a **Personal Licence** before preparing a **Business Plan**.

The **Business Plan** must include details of financial forecasts, including estimates of income and expenditure up to the date of first **Rent Review** (or expiry of the **Agreement** if there is no **Rent Review**) as a minimum and a sensitivity analysis showing the effect of an increase or decrease in trade and should reflect the **Applicant’s** research of the local area. The

**Business Plan** will be reviewed by the **BDM** before any formal offer of an **Agreement** is made. This offer is subject to you meeting our credit check and money laundering requirements.

Where you are an existing **Tenant** and your **Agreement** is protected by the **Landlord and Tenant Act 1954** and you have received a formal Section 25 Notice, you are not legally required to produce a **Business Plan** as part of your **Agreement** renewal. **Star Pubs** will still supply you with all the information as if a **Business Plan** is required and we strongly encourage you to prepare one to help with your planning and performance review.

# HOW THE APPLICATION PROCESS WORKS:







### Independent Advice

It is very important that **Applicants** take advice from suitably qualified independent advisors with knowledge of leased pubs throughout the application process, to fully understand the implications of entering into an **Agreement**. This should include business, legal, property and rental valuation advice which must be considered in the preparation of a **Business Plan**.

There is also a wealth of information available online from industry bodies, such as the following:

British Institute of Innkeeping - [www.bii.org](http://www.bii.org)

British Beer and Pub Association - <https://beerandpub.com>

UK Hospitality - [www.ukhospitality.org.uk](http://www.ukhospitality.org.uk)

Federation of Licensed Victuallers Associations - <https://flva.co.uk>



### Visiting The Pub

Visiting the pub is vital to understand its current operation and condition. **Star Pubs** will arrange an appointment for the **Applicant** and their advisors to have access to all areas of the pub, including private accommodation, before an **Agreement** is entered into.

A representative of **Star Pubs** will explain the repairing obligations under the **Agreement** and the **Schedule of Works**.

### Staff

Current staff working in the property may transfer with the business under Transfer of Undertakings Protection of Employment (“TUPE”) Legislation. TUPE legislation ensures that when a business changes hands, the existing employees’ rights transfer to the new employer without any detrimental impact on the employees’ terms and conditions of employment.

The **Applicant** should obtain this information from the outgoing **Tenant** if the pub is currently trading and include appropriate costs in the **Business Plan**.





## Training

Completing appropriate pre-entry training prior to taking on a pub **Agreement** is a vital step to start your business on the right foot. All **Tenants** must complete appropriate industry training such as the BII Pre-Entry Awareness Training course (PEAT) which can be found [here](#). **Star Pubs** has also developed a detailed training course (Innside Knowledge) which all **Applicants** must attend prior to taking on an **Agreement**.

Innside Knowledge is a 5 day interactive online classroom course. It is structured around your **Business Plan** and develops the ideas and knowledge required to activate the plan and operate the pub, along with an opportunity to meet other new **Tenants**.

By exception, **Star Pubs** may waive the requirement to attend the **Innside Knowledge** training and **PEAT** provided that the Applicant meets at least one of the following criteria:

Successfully operates at least one other **Substantive Agreement** on a tied pub.

Has at least three years of relevant business management experience.

Has previously held a **Substantive Agreement** with **Star Pubs**.

We will supply you with a copy of the **Premises Licence** for the pub. However, in order for alcohol to be sold, the premises must have a **Designated Premises Supervisor (“DPS”)**. To be the nominated DPS, you must have a **Personal Licence**. This can be obtained through our training provider CPL or from your Local Authority Licensing team.

Other ongoing training is provided for **Tenants** and their staff, offering an opportunity to develop skills and gain access to expert advice to help operate your pub successfully and further develop your business.

Full details of courses, content and charges will be provided as part of the recruitment process.





## Innside Track

Innside Track has been specifically designed to offer you an accurate financial reporting system. It's an 'all in' package that ensures you use the most appropriate EPOS system and provides access to expert trade accountants and experienced stocktakers.

It is a condition of all newly granted star **Substantive Agreements** that Innside Track package is taken for the duration of the **Agreement**.

**Applicants** that have relevant business experience can opt out of the Innside Track package, providing they can provide the necessary evidence and their own accountants/stocktakers provide a similar service level.

The opt out criteria is set out below

Successfully operates at least one other **Substantive Agreement** on a tied pub.

Has at least three years of relevant business management experience.

Has previously held a **Substantive Agreement** with **Star Pubs**.



## Preparing Heads of Terms

After a suitable and sustainable **Business Plan** has been approved by **SP&B's BDM** and the relevant credit and money laundering checks have been satisfied a **Heads of Terms** document will be prepared which will be discussed at a meeting with representatives from **Star Pubs**.

## Heads of Terms Meeting

Before you enter into an **Agreement**, commit any capital or take possession of the pub, **Star Pubs** will arrange a meeting to discuss the key points of the **Agreement** outlined in the **Heads of Terms**.

Any commitment made by **Star Pubs** or the **Applicant** as part of the letting process will be confirmed in writing, usually as part of the **Heads of Terms** or subsequent legal documentation. In order that you are clear what has been agreed, it is important that you ensure that written confirmation is received from **Star Pubs** whenever you believe that a specific commitment has been made.

## The Agreement

Once an **Applicant** has reviewed all the information provided, submitted a completed **Business Plan**, satisfied credit and money laundering checks, obtained a **Personal Licence**, attended (or arranged) training (if applicable) and signed **Heads of Terms**, **Star Pubs** will instruct solicitors to produce an **Agreement**.

All **Applicants** must use a solicitor to review and complete an **Agreement**. The **Agreement** will be issued directly to your solicitor and you should liaise with them to fully understand the terms of the **Agreement** prior to signing. You must retain your solicitor until the transaction is fully concluded.

**Star Pubs** will recharge the cost of our legal fees on the first rent invoice. The **Applicant** is also responsible for payment of their own solicitor's legal fees and any associated costs such as **Stamp Duty and Land Tax ("SDLT")**.

Once signed by the **Applicant**, the **Agreement** will be signed by **Star Pubs** and a completed signed copy will be retained by each party for their records. This should be retained as a point of reference for any future enquiries.

## Countdown to Day of Entry

There are many things which can be arranged in advance to make the day go smoothly, including continuing services you wish to retain in the pub and setting up new supplier contracts. The Inside Knowledge course and your **BDM** can provide further information and **SP&Bs** Countdown to Launch programme will guide you through what is required. Further details on Countdown to Launch will be provided during the application process.



## Utilities and Business Services

**Tenants** must agree with the appropriate companies for the continued supply of utilities and business services and any obligations for health and safety and environmental impact.

It is the **Tenant's** responsibility that commercial contracts for the supply of services are arranged before taking possession of the pub and it is essential that meter readings are taken on the day of entry.

Failure to set up utilities contracts in advance can result in **Tenants** incurring significant additional costs, mainly due to out of contract rates and the time required to set up supply. For **Substantive Agreements** only and subject to a risk assessment, **Star Pubs** may offer the option to join our Star Group Energy scheme. Working together with Inspired Energy, our nominated utilities broker for gas and electricity, the scheme gives **Tenants** access to a host of benefits, including competitive rates and access to smart meters to provide usage data as accurate on time billing, as well as obtaining the wholesale market to buy more competitively. We can provide a free quote for utilities and ongoing assistance with utilities queries for those that join. There is no obligation for **Tenants** to take these services however, it is useful to obtain a quote to use as a benchmark against other suppliers, considering the length of contract being offered.

## Stock

New **Tenants** must arrange for an independent stocktake to be completed at the start of the **Agreement**. The stocktake must include all wet stock (drinks), dry stock (food) and glassware and should be carried out when possession is taken of the pub. The final stock figures should also include any adjustments for stock which needs to be written off.

**Star Pubs** offers an accountancy, stocktaking and tills package (Inside Track) and more information on this can be obtained from your **BDM**.



## Ordering from Star Pubs

**Star Pubs** is committed to providing **Tenants** with the highest possible level of service to support you and your pub. You will be provided with an account number before the day of entry, along with a login for online ordering and a welcome pack explaining the main services available including:

- Online, telesales and customer services, including orders and available promotions.
- Regular deliveries and the procedure for emergency deliveries.
- Technical services, including the maintenance of cider and beer dispensing equipment.





## BUSINESS SUPPORT



Star Pubs believes that the tied pub model brings you a number of commercial and financial advantages that would not be available in a Free of Tie pub. Depending on your **Agreement** type, this can include:



Discount on subscription television services.



Funding of major capital investments to refurbish pubs.



Compliance testing.



Advice on growing sales, reducing costs, and maximising profitability.



Wines, spirits, and coffee suppliers.



'Assisted entry' to reduce ingoing costs for new **Tenants**, enabling you to build up your deposit in stages and rent **Tenant Fixtures & Fittings**.



Promotional support, investment in product quality and branded glassware to help you sell more cider and beer.



Support from our Machine Manager and suppliers to maximise machine income.



Advice on licensing issues.



Inside Track: financial controls and business advice from our accounting and stocktaking suppliers.



Food menu development & design and discounts on the supply of food.



Mystery Visitor: feedback to help you improve your retail standards and customer service.



Training: a comprehensive training package before and after you take on a pub which is regularly reviewed, including our Inside Knowledge introductory course, cider and beer quality and cask ale training, in pub coaching, capital expenditure support for refurbishments, social media training and e-learning programmes for both you and your staff.

Because of the rapidly changing commercial environment in which our pubs operate, **Star Pubs** will continue to revise the areas of support which we provide.



## DURING YOUR AGREEMENT

### Who to Contact?

The **BDM**, or another **Star Pubs** representative, will be present on the day that you move into your pub. Thereafter, your **BDM** will visit you at least six times in the first 12 months and will become the primary contact with **Star Pubs**.

There are circumstances where it is quicker and simpler to contact another **Star Pubs** representative to deal with specific issues. Contact details for other departments are provided on the contact list within the welcome pack provided on day of entry and all staff will be happy to help direct your query to the appropriate person.

All **Star Pubs** representatives have an email address which is `firstname.surname@starpubs.co.uk` (all in lowercase).

For example, `john.smith@starpubs.co.uk` and you will be provided with your **BDM's** contact details when taking on a new **Agreement**.

**Star Pubs** representatives will always aim to return phone calls within 24 hours. Many **Star Pubs** representatives are field-based, meaning written correspondence sent by post will inevitably take longer to reach them, therefore email is recommended.



## Business Development Managers

Your **BDM** will often be your first point of contact and you will meet them very early into your journey with Star.

They will be regular business review meetings with you. The business review meetings, together with other regular contact with **Star Pubs**, are designed to help you run a successful pub.

### The Business Review Meetings will cover:

Current pub performance, incorporating cash flow, profitability and sales volumes, including how to grow your business.

Marketing initiatives by **Star Pubs** and you.

Brand information and available promotions.

New business opportunities.

Machine performance.

Training opportunities.

To ensure that business review meetings are meaningful and mutually beneficial, the **BDM** will make an appointment to allow you to set aside adequate time for the meeting and you should have management accounting information available, such as stocktake reports. From time to time your **BDM** may change but we will keep you informed of any changes as soon as we can.

**Star Pubs** is committed to the continuous professional development and improvement of its **BDMs**. All of Star's **BDMs** are subject to a comprehensive induction programme, which includes training on the **Pubs Code** and **Rent Assessments**, along with other commercial areas. This must be completed to a satisfactory level before they make any contact with you.

Regular training for **BDMs** takes place throughout the year and annual refresher training on **Pubs Code** is compulsory. External formal qualifications are also supported and all of **SP&B's BDMs** hold or are working towards a BII (British Institute of Innkeeping) Accredited qualification – MUM / MRM or MLPM at an appropriate level. This is to level 3 or above with the majority being level 4. Additional training will also be provided depending upon the needs and experience of individuals.



## MEETING MINUTES

At all meetings with **Star Pubs** representatives, the topics discussed and any action points arising from the meeting will be recorded in minutes to confirm **Agreement**. A copy will be emailed to you for your records within 14 days, beginning on the day on which the discussion occurred. Any change to items agreed at a meeting should be highlighted to the other party within seven days of receipt of the meeting.

## OPERATIONAL DIFFICULTIES

In the event of a pub experiencing operational difficulties which are outside the control of the **Tenant**, such as a temporary road closure or a flooding, the **Tenant** should raise the issue with their **BDM**.

The **BDM** will undertake a review of the situation with the **Tenant** to allow **Star Pubs** to consider what assistance, including financial, may be provided to mitigate the impact. **Tenants** will be required to provide a financial forecast and projections of the likely effect of the disruption.

Following this, a joint action plan will be agreed which will identify actions for both the **Tenant** and **Star Pubs** and the appropriate timescale for the review of this plan.



## REQUESTS FOR INFORMATION

From time to time, **Star Pubs** may request information from you regarding both the pub's operation (in order to ensure that the conditions of your **Agreement** are being fully met and that our interests are being protected) and for feedback on how we can improve our service to you. We ask you to respond to requests for information within a reasonable time and provide this information as accurately and completely as possible.

## ACCESS TO PREMISES

**Tenants** are expected to always run the business in a professional manner, supported by **Star Pubs**. On occasion, it may be necessary for your **BDM** or another **Star Pubs** representative to look at some or all parts of the premises to ensure that the **Agreement** conditions are being followed and that the interests of the property owner are being protected. This may require access to trading areas, including bars, kitchens and cellars, as well as private accommodation.

## THE TIE

A condition of an **Star Pubs Agreement** is that all **Tied Products** are purchased from **Star Pubs**. The full detail of the **Tie** will be specified in your **Agreement**.

**Star Pubs** takes the issue of 'buying out' very seriously. This is where a **Tenant** buys **Tied Products** from a source other than **Star Pubs**. This is a breach of the **Agreement** and can lead to substantial fines and legal action to ultimately terminate the **Agreement**.



# FLOW MONITORING

Many of our pubs are fitted with flow meters, which monitor the levels of product dispensed through the draught cider and beer lines. The levels recorded are compared against the orders **Star Pubs** delivers to your pub with any differences highlighted.

Flow monitoring allows you to look at sales volumes and trends across each trading session. It demonstrates peak trading times which can be useful when designing staff rotas and helps to identify the best times for promotional activity. In addition, it highlights low throughput product lines and acts as a reminder of good line cleaning practices.

From our perspective, if there is a difference between the amount of product dispensed and that purchased it could be due to a number of reasons, for example, big changes in stock levels, line cleaning or buying outside of the **Tie**.

**Star Pubs currently uses Brulines to provide flow monitoring services. Company details are as below:**

Brulines Ltd, 1 Surtees Way, Surtees Business Park, Stockton on Tees, TS18 3HR

In addition to flow monitoring for draught products, **Star Pubs** also monitors sales of packaged products in our pubs to ensure that they are purchased direct from **Star Pubs** in accordance with the **Tie**.

## Sharing Data with You

We believe that flow monitoring data can provide useful management information for you. You can access online reports on product dispense in your pub at any time. Alternatively, your **BDM** can supply data on request at your Business Review Meetings.

## What Happens if a Discrepancy is Identified?

Brulines representatives regularly visit **Star Pubs** pubs and will look into any discrepancies between dispensed volumes and purchases made through **Star Pubs**. Brulines.

Representatives provide services to **Star Pubs**. They typically check stock levels, dispense equipment, cellars and fridges to identify the cause of discrepancies in product dispense. They have the right under your **Agreement** to access the cellar and review dispense equipment without prior appointment. Please be aware that the only circumstances under which you can deny them access is if they are unable to provide proof of identity.

## Buying Products Outside of the Tie?

We understand that there could be genuine reasons for the discrepancies in dispense. However, if the data provided by the flow monitoring equipment indicates that you have been buying products outside of the **Tie** and in breach of your **Agreement** terms, **Star Pubs** will notify you of this. Brulines' data won't be used in isolation and **Star Pubs** will provide you with one or more other pieces of evidence supporting the conclusions drawn from the flow monitoring equipment.



## What Happens if we Identify a Breach?

In the event of a breach we may ask you to sign an undertakings letter confirming that a breach in trading conditions has taken place the letter will confirm that you understand that repeated breaches of the **Agreement** may give rise to legal proceedings. Furthermore **Star Pubs** may choose to charge you for any loss at the rates shown below:

**DRAUGHT PRODUCT:** **£190 per barrel**  
(where one barrel = 36 gallons)

**PACKAGED PRODUCT:** **£10 per case**

In addition, we will charge an administration fee of £300 + VAT on each occasion that a breach is identified.

## Tampering with Equipment

Where tampering with flow metering equipment is discovered, **Star Pubs** will seek to recover the cost of any necessary repairs. Please note that the cost of such repairs can amount to several thousand pounds.

## Calibration of Equipment

The flow meters used by **Star Pubs** are calibrated with your equipment in your pub to give the most accurate volume measurements. These can only be confirmed as absolutely correct at the time of calibration. Therefore, if they are to be used in a damages claim the following procedure is undertaken:

On any damages claim the calibration setting is checked. If the reading varies by more than a reasonable tolerance (+/- 1.75% for keg meters or +/- 3.5% for cask meters) the meter is re-calibrated.

If the new setting is higher than the previous setting (which indicates a potential overstating of volumes) the value of the damages remains at the original lower setting for the whole period.



During your agreement





## Sediment Allowances

Please be aware the yield (volume of beer purchased compared to the volume sold) for cask (hand-pull) beers can be affected by sediment that is the by-product of conditioning beer in the container. This sediment remains in the container after the beer is conditioned and is not therefore saleable to customers.

The sediment remaining in the container will vary by different cask brands and has been recognised

for many years by brewers and HMRC as a feature of the cask ale beer market. Therefore, each brewer negotiates by brand an allowance (a proportion of the volume in a cask container), on which beer duty is not paid to reflect the unsaleable nature of the sediment.

To assist you in calculating projected beer sales, margins and yields, our price list contains details of the volume on which duty has been paid by

the brewers making the cask beer. These are the most up to date details that have been provided to us but please note that these sediment allowances can change from time to time. A copy of the current **Star Pubs** price list can be found on our website.

**Star Pubs** takes these sediment allowances into account when calculating a pub's profitability and rent.



# RENT

## Rent Event

A **Rent Event** is a **Rent Review** or an **Agreement** renewal (where your **Agreement** has Landlord & **Tenant** protection); or a proposal for a new **Agreement** where no automatic renewal right exists, and **Star Pubs** has not advised that your occupation will end.

**Star Pubs** will contact you in advance of your **Rent Event** date to arrange an inspection. The inspection will be undertaken by your **Estates Manager (“EM”)** and will often be accompanied by your **BDM**. This meeting is an opportunity for you to discuss the future event and for us to obtain the necessary information needed to prepare your proposal.

We will write to you between six and eight months prior to your **Rent Event** with details of our proposal and we will set out the next steps.

For **Rent Reviews** the new rent will be applied from the **Rent Review** date, which may include a backdated period if the memorandum has not been signed prior to the review date. This will be invoiced within 2 days of receipt.

## Setting the Rent

**SP&B’s Rent Assessment** process is designed to establish the **Market Rent** for the pub. Rent is not based on the previous performance of the pub or on any guarantee of future trade.

**Star Pubs** will provide a **Rent Assessment** when advertising a pub vacancy, at the start of new **Agreement** negotiations, at any **Rent Review**, when proposing a refurbishment project, or on the commencement of **Agreement** renewal negotiations. The rent will be agreed between **Star Pubs** and the **Tenant** and will form part of the **Agreement**.

### Inflation Linked Rent Increases

If your **Agreement** has an annual inflation linked rent increase, this usually happens on the anniversary of the **Agreement**. Rents linked to inflation can move upwards or downwards in line with inflation movements. Inflation figures are published by the Government usually around two weeks after the end of the applicable month. Once the figure has been published, the changes to your rent will be calculated and you will be advised in writing of the revised figure a minimum of 7 days prior to the new rent being applied. The revised rent will be backdated to the applicable date in the **Agreement**. Unless your **Agreement** states otherwise **Star Pubs** uses the “all items” RPI as the measure.

## Valuation Method

**Star Pubs** assess the rent for each pub using the Profit Methods of Valuation which is recognised throughout the pub industry and follows the current guidelines set by a professional independent body, the **RICS**. The guidelines are referred to as “The Capital and Rental Valuation of Public Houses, Bars, Restaurants and Nightclubs in England and Wales” and can be found at [www.rics.org](http://www.rics.org). Any changes resulting from a review of the guidelines will be adopted by **Star Pubs** following publication and applied to all **Agreements** at initial letting, **Rent Review** or renewal.

**Star Pubs** take into account the local market conditions and the pub’s trading potential when operated by a **Reasonably Efficient Operator (“REO”)**. This is referred to as the **Fair Maintainable Turnover (“FMT”)**. **Star Pubs** calculate the income and potential gross profit that would be generated by the **REO** and deduct the operating expenses they would incur in running the business and any allowances for the **REO’s** return on capital employed, to calculate the profit.

This profit figure is known as the **Divisible Balance** and is used to propose a rent for the property, as shown on the **Rent Assessment** advertised on pub vacancies or provided at **Rent Review** or lease renewal.

Once agreed, this rent is then fixed until the next **Rent Review**, or reviewed on an indexation anniversary e.g. RPI or CPI, if applicable to the **Agreement**.

The **Rent Assessment** comprises a shadow profit and loss account for the pub. A **Rent Proposal Justification (“RPJ”)** is included for **Rent Reviews, Agreement renewals and unprotected Agreements** where **Star Pubs** has not advised your occupation will end. This provides the **Tenant** with all the information required to support and justify the proposed rent. **The Rent Assessment** and **RPJ** will be produced, drafted and certified by a competent and experienced individual and will be reviewed and approved by a qualified member of the **RICS**.



**To prepare the Rent Assessment, Star Pubs will:**

Review the pub’s historic trading performance. A precise history of turnover and overheads will not always be available as this information may rest with the existing or previous **Tenants**, or a pub may have been closed for a period of time.

Assess the income levels and associated costs of running the business, and benchmark these against industry data. The BBPA “Running a Pub” cost guide is a useful benchmarking document and can be found on the BBPA website [www.beerandpub.com](http://www.beerandpub.com).

Explain the rental valuation and the assumptions made in cases where trading history is not available.

Calculate the potential turnover and gross profit from all income streams.

Make an allowance to reflect the **Tenant’s** interest on the capital invested in the business. Capital will include any purchased fixtures and fittings, stock and working capital.

Disregard any machine income where this income is shared with **Star Pubs**.

Disregard any personal goodwill (the value of profit generated over and above market expectations of a **REO**) or any under-performance should the **Tenant** not reach the standards of a **REO**.

Disregard the effect on rent of any improvements made to the property that have been formally documented by a **Licence to Alter**, but not alterations, whether or not these are improvements, which have been undertaken without our consent, or agreed to be completed by the **Tenant** as part of any obligations under the **Agreement**.

Assume operating expenses that are relevant to the **REO** running the business.

Assess comparable evidence for guidance in the preparation of the **FMT** and **Divisible Balance**.

Prepare a **Rent Assessment** based on a share of the **Divisible Balance**.

Provide you with details of volumes purchased directly from **Star Pubs** over the last three years, if available.

Supply details of any comparable properties that have been used as part of the **Rent Assessment**.

Although the shadow profit and loss account forms the basis of the **Rent Assessment**, it is not intended to be, nor must it be taken to be, a projection of profit. The evaluation of the business and its potential profit is the responsibility of the **Applicant/Tenant** and the **Rent Assessment** is not a substitute for a properly prepared **Business Plan**.

**Star Pubs** will seek to comply with any reasonable requests for further information from you or your professional advisers relevant to the **Rent Assessment**. Where the information is not available, we shall explain the reason why.



## Reviewing the Rent

The rent will be reviewed as part of a formal **Rent Review**, new let or **Agreement** renewal.

**Star Pubs** recognises that agreeing a new rent can be daunting and create uncertainty for **Tenants**. **Star Pubs** intend to be open, transparent and fair throughout the process and to be sensitive to any concerns which a **Tenant** may have.

The terms and dates of any **Rent Reviews** are specified in the **Agreement**. The **Market Rent** is the estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing **Tenant** on the **Agreement** terms in an arm's-length transaction, after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion.

As a result of reviewing the rent as part of a formal **Rent Review**, the new rent could be higher or lower than before, however, many older tied **Agreements** refer only to increases in rent following **Rent Reviews**. **Star Pubs** does not enforce upward only **Rent Review** clauses on tied **Agreements** and if you wish, you can request that the relevant clauses in the **Agreement** are amended to reflect this. If such an amendment to the **Agreement** is requested it will be affected by way of a deed of variation, and you will be charged a fee to cover administration expenses. Alternatively, provided that terms can be agreed, **Star Pubs** will allow you to enter into a new **Agreement** on terms that are no less favourable than your previous **Agreement**, removing any mention of an upwards only **Rent Review**.

### Steps to agreeing a new rent

When your **Rent Review** or **Agreement** expiry is approaching, **Star Pubs** will write to you with all of the information required by the **Pubs Code**, including, where applicable, your right to request an **MRO (Market Rent Only) Agreement**.

**As part of the Rent Review and Agreement expiry process, Star Pubs will take the following actions for tied Agreements:**

Aim to agree all revised rents and terms with **Tenants** through discussion and negotiation.

Arrange to meet and inspect the property. At the meeting we will collect further information about the pub, the competition and any factors that need to be brought to our attention regarding the **Rent Review**. At this point the **Tenant** should provide further details of their trade including accounts and stock sheets and disclose any other relevant material factors that could impact on the trading potential and profitability of the business.

Explain the terms of a **Rent Review** as defined in the **Agreement**.

Recommend you seek independent advice and undertake your own assessment of **Fair Maintainable Turnover** for the business.

Advise you of our rent proposal, and where applicable **Agreement** terms, including a detailed rent evaluation approved by a qualified member of the **RICS**, between six and eight months before the **Rent Review** or **Agreement** expiry date and arrange to meet with you and/or your independent professional advisors to discuss the proposal in person.

Ensure the rent proposal and **RPJ** has been produced, drafted and certified by a competent experienced individual and approved by a qualified member of **RICS** confirming it has been produced in accordance with the **RICS** guidelines at the current time

Conduct all negotiations in a professional, constructive and courteous manner.

Aim to reach an **Agreement** on the rent and, where applicable, agree terms after approximately two structured meetings and at least two months prior to the **Rent Review** or **Agreement** expiry date. However, if there is a genuine difference of opinion between us then this may require more meetings or time. In respect of a formal **Rent Review**, where parties agree that negotiations will fail to reach an **Agreement** then either party may, subject to the **Agreement** terms, refer the matter for third party determination.

Following **Agreement** of a **Rent Review** arrange for the preparation and signing of two rent memorandums, one of which will be left with you for your records.





## Third Party Determination

In the majority of cases, rents are agreed through discussion and negotiation. If, however, we are unable to agree the new tied rent, the procedure for resolution is outlined in the **Agreement**.

The usual routes for resolution include one of the following:

- 1 **THE PUB INDEPENDENT RENT REVIEW SCHEME (PIRRS); OR**
- 2 **AN INDEPENDENT EXPERT; OR**
- 3 **FORMAL ARBITRATION**

For the avoidance of doubt, if the **Agreement** does not make reference to PIRRS, we can agree to choose a referral to PIRRS. Both parties must agree to be bound by the PIRRS decision.

If the **Rent Review** is to be settled using one of these three independent routes, **Star Pubs** strongly recommends that **Tenants** take appropriate professional advice when preparing your case.

Where the **Rent Review** is being determined by a third party using one of these routes, **Tenants** or their professional advisors can ask **Star Pubs** for relevant information, which we will not unreasonably withhold, however it may require a confidentiality **Agreement**. Where the information is not available, we shall explain the reasons.

## Pub Independent Rent Review Scheme (PIRRS)

**Star Pubs** supports the Pub Independent **Rent Review** Scheme (“PIRRS”), which is a low cost and independent scheme, specifically designed to resolve **Rent Review** disputes of pubs. Under the **Landlord & Tenant Act 1954**, third party determination may be used (of which PIRRS is an option) to determine the rent on the renewal of an **Agreement** where the only unresolved issue is the rent.

Provided that a dispute has not already been referred to arbitration or an independent expert, **Tenants** can choose to have the rent issue resolved via PIRRS. It should be noted that doing so requires a Deed of Variation of the **Agreement** (the cost of which is included in the PIRRS referral fee) which surrenders any rights to take the **Rent Review** to independent expert determination/arbitration.

PIRRS will refer the case to an independent Valuer and both parties will be asked to provide relevant information. The rent figure which is established by the PIRRS Valuer is final and binding on both **Star Pubs** and the **Tenant**. Fixed fees are payable to the Valuer at the start of the case. Details of the fees are available on the PIRRS website [www.pirrscheme.com](http://www.pirrscheme.com)

Whatever the outcome, the Valuer cannot rule that one party should pay the other party’s costs. Whilst PIRRS involves lower costs than arbitration or an independent expert, it was not established as an alternative to negotiation. It should therefore only be used after genuine attempts to reach an **Agreement** on the rent through negotiation have failed. Even after a referral to PIRRS both parties should continue to negotiate and seek an agreed settlement.



## Independent Expert

As an alternative to the arbitration process, parties can choose to have the rent calculated by an independent expert. An independent expert will give an opinion of the **Market Rent** under the terms of the **Agreement** and will be binding on both **Star Pubs** and yourself.

The cost of engaging an independent expert must be agreed directly with the Valuer, and both parties enter into a contract to pay the Valuer's fees. The fees can be open ended and become expensive if the case becomes complicated or protracted, however they are generally lower than the cost of the full arbitration process. The costs of engaging an independent expert will usually be split equally between **Star Pubs** and the **Tenant**.



## Arbitration

Arbitration is a structured legal process that is widely used to determine **Rent Reviews** for all types of commercial property. It should be noted that arbitration can be both expensive and time consuming. The process can be technical and procedural, so it is strongly recommended that **Tenants** appoint an experienced Valuer to ensure that your views are best represented. The **RICS** can

recommend an appropriately qualified Valuer. It is important to note that the arbitrator can order one side or the other to pay all or part of the costs incurred as a result of arbitration, including costs incurred by the other side. With this in mind, it is possible for either party to make a 'best offer' which may influence who will bear the costs of the arbitration.



## Market Rent Only (MRO) Option

The information throughout this guide and in the **Pubs Code** relates to tied **Agreements** and does not apply to completed **MRO Agreements**. This includes levels of contact from **BDMs**, **Tenant Support** and **Rent Review** processes.

**MRO** is the right of a tied **Tenant** to go free of **Tie** if a “trigger event” occurs.

**To request an MRO proposal, you must give notice to Star Pubs. Notice can be given in four instances (commonly referred to as “trigger events”):**

At tenancy renewal where a S25 Notice offering a new **Agreement** has been served.

Following receipt of a **Rent Assessment** proposal as part of a **Rent Review** process.

Where there has been a significant increase in price in a **Tied Product** or service; and

Where an event has occurred that significantly impacts on trade.

The **PCA** has produced a series of factsheets, setting out in specific detail how each of these events can enable a **Tenant** to request **MRO**. The factsheets can be found [here](#). Frequently asked questions regarding **MRO** and **SP&B’s** approach to **MRO** is available on our website <https://www.starpubs.co.uk/code>.

**An MRO request must be made in writing and include:**

The tied **Tenant’s** name, postal address, email address (if they have one) and telephone number.

The date on which the notice is sent.

The name and address of the tied pub affected.

The date on which the **MRO** event occurred; and

A description of the **MRO** event.

A template form which includes these key requirements can be found on the **PCA** website [here](#). Upon receipt of the notice, **Star Pubs** will acknowledge it in writing as soon as practicable. Providing the notice is valid, a full response must be issued within 28 days (starting the day after the event occurred), but **Star Pubs** will endeavour to do this as soon as possible

Providing your **MRO** request is valid, **Star Pubs** will issue a full **MRO** response setting out your **MRO** offer with supporting information. Each **MRO** offer is prepared having consideration to individual circumstances along with terms common with other free of **Tie Agreements**.

An **MRO Agreement** offers a commercial **Agreement** for the pub and removes the requirement to buy **Tied Products** directly from **Star Pubs**. However, the legislation underpinning the **Pubs Code** (The Small Business, Enterprise and Employment Act 2015) allows a pub-owning business which produces beer and cider to include a “stocking requirement” in its **MRO Agreements**. **Star Pubs** is part of a brewing company (Heineken UK), which produces beer and cider. This means that we can include a stocking requirement in our **MRO Agreements**. These products can be purchased via any supplier. An **MRO Agreement** is a hands-off commercial arrangement which changes the basis of the relationship and support between **Star Pubs** and the **Tenant**.

If you believe we have not included what is required in our response (including if you think we have not provided you with a compliant **Agreement**) or if you disagree with our opinion regarding whether an **MRO** event has occurred, you may refer the matter to the **PCA** for arbitration.

We strongly recommend that you take professional advice when considering **MRO** to fully understand what it means for you and your business. **Star Pubs** cannot endorse advisors. However, you need to consider what services the advisor is offering. Chartered Surveyors with experience in pubs are able to offer advice on **Agreements** and rent, however sometimes more specialist legal advice may be required from a solicitor. Accountants may also give advice on the business aspects of your decision.



# TRANSFERRING YOUR AGREEMENT

## Assignments

An Assignment is the legal process for a **Tenant** to sell the remaining term of their **Agreement** to someone else. The person assigning the **Agreement** is known as the “Assignor” and the person purchasing the **Agreement** is the “Assignee.” The Assignor may choose to charge the Assignee a premium, in addition to the cost of buying any **fixtures and fittings** and stock from the Assignor.

Not all **Agreements** are assignable, and it is important to read your **Agreement** for full details of the requirements and discuss with your **BDM** in the first instance. Any assignment will be subject to an administration fee.

The **Pubs Code** requires the Assignee to have received full details of all aspects of the **Agreement** and premises from the Assignor and **Star Pubs** is required to assist in the provision of this information and ensure the Assignee has received it.

Any assignment requires consent from **Star Pubs**, we will not unreasonably withhold consent to assign where fees have been paid, the terms stated in the **Agreement** have been met (such as a rent deposit or guarantees) and all information required in the **Pubs Code** has been provided.

Full details of the process, costs and information requirements for an assignment are contained within our Assignment Pack which is available on request by emailing: [assignmentteam@starpubs.co.uk](mailto:assignmentteam@starpubs.co.uk) or calling 0345 878 7076.

Assigning an **Agreement** is a significant legal and financial commitment by both the Assignee and the Assignor. **Star Pubs** strongly advises both parties to obtain independent professional advice to ensure that they fully understand their commitments to each other and to **Star Pubs** and it is essential for both parties to use a solicitor to complete the transaction.

In particular if you are the Assignee, you should obtain professional advice regarding the terms of the assignment, your obligations under the **Agreement**, preparation of your own **Business Plan** and any financial information provided to you by the Assignor.





# REPAIRS & REFURBISHMENT

## Repairs

**Star Pubs** has a dedicated repairs helpline and website to help deal with any questions you have. A repair can be logged by phone on 0345 878 7076 or on the website or via the My Star Property App which can be downloaded from your usual app store. When calling with a repair, the helpline staff will be able to advise you on whether this is a repair which **Star Pubs** will undertake, or if it is your responsibility under your **Agreement**. Repairs which are the responsibility of **Star Pubs** shall be logged and a reference number provided which you can use for ease of reference in any future enquiries or requests for updates. The helpline staff will then instruct **Star Pubs** approved third party contractors to undertake the repair, or an assessment of the work required if it is not possible to complete the repairs immediately.

It should be noted that **Star Pubs** does not own all of the properties that we manage, and some repairs may require the property owner's consent, however if this is the case, you will be informed and kept up to date with timescales.

Please do not carry out any repairs which are not your responsibility, except in cases of emergency where failure to act may result in personal injury or property damage.

## Put and Keep

**Agreements** issued before July 2016 are based on the principle of "put and keep". This means that the **Tenant** agreed to take the pub in the condition when let, then to put it into good condition and keep it that way. For example, if a **Tenant** took on a pub knowing it to be in a poor state of decoration and with certain repairs required, then the **Tenant** is responsible for undertaking the necessary redecoration and repair works and for maintaining that standard of decoration and repair during the term of the **Agreement**.

**Agreements** issued from July 2016 onwards are based on the principle of "keep" with reference to a Schedule of Conditions appended to the **Agreement**. This means the **Tenant** agrees to take the pub in the condition when let and to keep it in no-worse condition.

[Details of repairing responsibilities for Star Pubs Agreement are detailed on the following pages.](#)





# HISTORIC AGREEMENTS



Agreement Description	S&N/West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023	
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30	
Asset	Sub Asset	Responsibility										
Asbestos	Asbestos removal	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	
Bottle cooler / fridge repair	Bottle cooler / fridge repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Bottle cooler / fridge life expired	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Glasswash machine repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Glasswash machine life expired	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Ice making machine repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Ice making machine life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Tills & iPads	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Catering equipment	Catering fridge repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
Catering fridge life expired		Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
Catering dishwasher repair		Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
Catering dishwasher life expired		Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs

Agreement Description	S&N/West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023		
Star	2	3	10	20	21	22	23	24	25	26	30		
Asset	Sub Asset	Responsibility											
Catering equipment	Coffee machine repair & replacement	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	
	Extract canopy cleaning	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	
	Extract canopy repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	
	Extract canopy life expired	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	
	Floor mounted catering equipment life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	
	Floor mounted catering equipment repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	
	Microwave ovens repairs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	
	Microwave ovens life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	
	Table top catering equipment life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Table top catering equipment repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	

During your agreement



# HISTORIC AGREEMENTS



Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023	
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30	
Asset	Sub Asset	Responsibility										
Cellar cooling	Minor repairs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Replacement / major plant	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs
Drainage	Cesspits emptying & repairs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	External - clearing & jetting	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee
	Internal - clearing & jetting	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Grease traps	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Gullies	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Internal & external - replacement /collapse	Star Pub	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Sump pumps repairs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee
	Sump pumps end of life	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs
	Septic tank / sewage plant repairs emptying / servicing	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee

Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30
Asset	Sub Asset	Responsibility									
Drainage	Septic tank / sewage plant replacement	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
Electrical	Bulbs, fuses, starters, plug tops	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Domestic appliances	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	Emergency lighting wiring	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs
	Emergency lighting repairs	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs
	Emergency lighting life expired	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs
	External lighting lamps	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	External lighting wiring	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs
	Fans - excluding extract canopy	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs
	Hand dryers repair & replacement	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	Immersion heaters repair	Lessee	Lessee	Star Pubs	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee	Star Pubs
Immersion heaters replacement	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs	

During your agreement



# HISTORIC AGREEMENTS



	Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023
	Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30
Asset	Sub Asset	Responsibility										
Electrical	Internal wiring	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Night storage heater	Star Pubs	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee
External	Car park repairs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Boundary fences & walls repair	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Building fabric external	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Decking, paving, patios & yards repairs	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee
	Decking, paving, patios & yards life expired	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Decoration - external	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Doors - external	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Gutters and downpipes repair & cleaning	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee

	Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023
	Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30
Asset	Sub Asset	Responsibility										
External	Gutters & downpipes life expired	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Fascias, soffits & barge boards	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Fire escapes fixed	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Play equipment inspection & repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Play equipment replacement	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Roller shutters repair	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Structural defect investigation	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Window frames	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Window glazing	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Fire equipment	Fire alarms, smoke detectors repair	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	Lessee	Star Pubs
Fire alarm systems life expired		Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs

During your agreement



# HISTORIC AGREEMENTS



Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023	
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30	
Asset	Sub Asset	Responsibility										
Fire equipment	Fire alarm systems repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee
	Fire fighting equipment life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Sprinkler systems	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee	Lessee	Star Pubs	Lessee
Flooring	Floor screeds	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Star Pubs	Lessee	Lessee	Star Pubs	Star Pubs
	Floor covering repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Floor covering life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Floorboarding	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Sub-floor structure	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Lessee
Furnishings	Fixed seating repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Fixed seating life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Loose furniture repairs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee

Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023	
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30	
Asset	Sub Asset	Responsibility										
Furnishings	Loose furniture life expired	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Upholstery	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
Heating, ventilation & air-conditioning (HVAC)	Air conditioning replacement	Lessee	Lessee	Star Pubs	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee
	Boiler repair & replacement	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Gas leaks	Lessee	Star Pubs	Star Pubs	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Star Pubs
	Gas fires & multi fuel burners	Lessee	Star Pubs	Star Pubs	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Star Pubs
	Pipe & radiator repair	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
	Hot water cylinder replacement	Lessee	Lessee	Star Pubs	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs	Lessee
	Pipe & radiator end of life	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs
	Thermostats	Lessee	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs
Internal	Beerducts	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs
	Building fabric Internal	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee

During your agreement



# HISTORIC AGREEMENTS



Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023	
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30	
Asset	Sub Asset	Responsibility										
Internal	Ceilings repairs	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	
	Ceilings replacement	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	
	Cellar flaps & skids repair	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Star Pubs	
	Cellar flaps & skids replacement	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	
	Damp investigation	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	
	Decoration - internal	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	
	Doors - internal & ironmongery	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	
	Fireplaces repairs	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee
	Flues	Lessee	Lessee	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee
	Joinery - bar fittings, screens, stairs, cupboards.	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
Timber infestation / woodworm	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	

Agreement Description	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023
Star Agreement Group	2	3	10	20	21	22	23	24	25	26	30
Asset	Sub Asset	Responsibility									
Landscaping	General maintenance	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Trees - crowning & tree management	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Japanese knotweed investigation	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
Lift	Minor repairs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	Replacement	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Star Pubs	Star Pubs	Star Pubs	Lessee	Star Pubs
	Servicing	Lessee	Lessee	Star Pubs	Lessee	Lessee	Star Pubs	Star Pubs	Lessee	Lessee	Star Pubs
Plumbing	Cistern & sanitary wear repair	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	Cistern & sanitary wear life expired	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	Taps, plugs, seat, handle, trap repairs / replacement	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Water supply & waste pipe repair	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs
	Water supply & waste pipe life expired	Star Pubs	Star Pubs	Star Pubs	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs

During your agreement



# HISTORIC AGREEMENTS



Asset	Sub Asset	Star Agreement Group	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023/ Old Star Standard Policy
Asset	Sub Asset	Responsibility	2	3	10	20	21	22	23	24	25	26	30
Roofing	Chimney sweeping & repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Chimney pots & relining	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Covering	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Flat roof covering	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Insulation	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Roof lights	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Structure	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Slates / tiles & other coverings	Lessee	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	Security	Burglar alarms repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Lessee	Lessee
Burglar alarms life expired		Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs
CCTV repair		Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Lessee	Lessee
CCTV life expired		Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee	Star Pubs	Star Pubs	Star Pubs

Asset	Sub Asset	Star Agreement Group	S&N / West Register 5 year rolling Responsibility	Old Star Standard Policy	Star License to occupy / TAW	Punch 5 year	IB tenancys and Mercury 3 year rolling. Punch capital builder	Wards, Vaux, Pubmaster 3 year rolling	Pubmaster Default Agreement, PGA Short agreement	Mercury Tenancy 3Yr	Punch Foundation	Punch Tenancy at Will	Foundation Tenancy & Business Start Up Agreement starting before 1st May 2023
Asset	Sub Asset	Responsibility	2	3	10	20	21	22	23	24	25	26	30
Security	Physical security	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
Signage	External signage cleaning	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	External signs repairs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
	External signs replacements	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs	Star Pubs
Television and AV	Repair	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Replacement	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Star Pubs	Lessee
Waste services	Pest infestation	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee
	Trade & domestic waste removal	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee	Lessee

During your agreement



# CURRENT AGREEMENTS



	Agreement Description	Fully Repairing & Insuring Lease	Foundation Tenancy and Business Start Up Agreements starting after 1st May 2023	Investment Tenancy	TMA
	Star Agreement Group	1	3	30	6
Asset	Sub Asset	Responsibility			
Asbestos	Asbestos removal	Lessee	Star Pubs	Star Pubs	Star Pubs
	Bottle cooler / fridge repair	Lessee	Lessee	Lessee	Lessee
Bar Equipment	Bottle cooler / fridge life expired	Lessee	Lessee	Star Pubs	Star Pubs
	Glasswash machine repair	Lessee	Lessee	Lessee	Lessee
	Glasswash machine life expired	Lessee	Lessee	Star Pubs	Star Pubs
	Ice making machine repair	Lessee	Lessee	Lessee	Lessee
	Ice making machine life expired	Lessee	Lessee	Star Pubs	Star Pubs
	Tills & iPads	Lessee	Lessee	Lessee	Lessee
	Catering Equipment	Catering fridge repair	Lessee	Lessee	Lessee
Catering fridge life expired		Lessee	Lessee	Star Pubs	Star Pubs
Catering dishwasher repair		Lessee	Lessee	Lessee	Lessee
Catering dishwasher life expired		Lessee	Lessee	Star Pubs	Star Pubs
Coffee machine repair & replacement		Lessee	Lessee	Lessee	Star Pubs
Extract canopy cleaning		Lessee	Lessee	Lessee	Lessee
Extract canopy repair		Lessee	Star Pubs	Lessee	Lessee
Extract canopy life expired		Lessee	Lessee	Star Pubs	Star Pubs
Floor mounted catering equipment life expired		Lessee	Lessee	Star Pubs	Star Pubs
Floor mounted catering equipment repair		Lessee	Lessee	Lessee	Lessee
Microwave ovens repairs		Lessee	Lessee	Lessee	Lessee
Microwave ovens life expired		Lessee	Lessee	Lessee	Lessee
Table top catering equipment life expired		Lessee	Lessee	Lessee	Lessee
Table top catering equipment repair		Lessee	Lessee	Lessee	Lessee

	Agreement Description	Fully Repairing & Insuring Lease	Foundation Tenancy and Business Start Up Agreements starting after 1st May 2023	Foundation/ Investment Tenancy & Business Start Up Agreements	TMA
	Star Agreement Group	1	3	30	6
Asset	Sub Asset	Responsibility			
Drainage	Cesspits emptying & repairs	Lessee	Lessee	Lessee	Lessee
	External - clearing & jetting	Lessee	Lessee	Lessee	Lessee
	Internal - clearing & jetting	Lessee	Lessee	Lessee	Lessee
	Grease traps	Lessee	Lessee	Lessee	Lessee
	Gullies	Lessee	Lessee	Lessee	Lessee
	Internal & external - replacement / collapse	Lessee	Star Pubs	Star Pubs	Star Pubs
	Sump pumps repairs	Lessee	Lessee	Lessee	Lessee
	Sump pumps end of life	Lessee	Star Pubs	Star Pubs	Star Pubs
	Septic tank / sewage plant repairs emptying / servicing	Lessee	Lessee	Lessee	Lessee
	Septic tank / sewage plant replacement	Lessee	Star Pubs	Star Pubs	Star Pubs
	Electrical	Bulbs, fuses, starters, plug tops	Lessee	Lessee	Lessee
Domestic appliances		Lessee	Lessee	Lessee	Lessee
Emergency lighting wiring		Lessee	Star Pubs	Star Pubs	Star Pubs
Emergency lighting repairs		Lessee	Lessee	Lessee	Lessee
Emergency lighting life expired		Lessee	Lessee	Star Pubs	Star Pubs
External lighting lamps		Lessee	Lessee	Lessee	Lessee
External lighting wiring		Lessee	Star Pubs	Star Pubs	Star Pubs
Fans - excluding extract canopy		Lessee	Lessee	Lessee	Lessee
Hand dryers repair & replacement		Lessee	Lessee	Lessee	Lessee
Immersion heaters repair		Lessee	Lessee	Lessee	Lessee
Immersion heaters replacement		Lessee	Star Pubs	Star Pubs	Star Pubs
Internal wiring		Lessee	Star Pubs	Star Pubs	Star Pubs
Night storage heater		Lessee	Lessee	Lessee	Lessee

# CURRENT AGREEMENTS



	Agreement Description	Fully Repairing & Insuring Lease	Foundation Tenancy and Business Start Up Agreements starting after 1st May 2023	Foundation/ Investment Tenancy & Business Start Up Agreements	TMA
	Star Agreement Group	1	3	30	6
Asset	Sub Asset	Responsibility			
External	Car park repairs	Lessee	Star Pubs	Star Pubs	Star Pubs
	Boundary fences & wall repair	Lessee	Star Pubs	Star Pubs	Star Pubs
	Building fabric external	Lessee	Star Pubs	Star Pubs	Star Pubs
	Decking, paving, patios & yards repairs	Lessee	Lessee	Lessee	Lessee
	Decking, paving, patios & yards life expired	Lessee	Star Pubs	Star Pubs	Star Pubs
	Decoration - external	Lessee	Star Pubs	Star Pubs	Star Pubs
	Doors - external	Lessee	Star Pubs	Star Pubs	Star Pubs
	Gutters & downpipes repair & cleaning	Lessee	Lessee	Lessee	Lessee
	Gutters & downpipes life expired	Lessee	Star Pubs	Star Pubs	Star Pubs
	Fascias, soffits & barge boards	Lessee	Star Pubs	Star Pubs	Star Pubs
	Fire escapes fixed	Lessee	Star Pubs	Star Pubs	Star Pubs
	Play equipment inspection & repair	Lessee	Lessee	Lessee	Star Pubs
	Play equipment replacement	Lessee	Lessee	Star Pubs	Star Pubs
	Roller shutters repair	Lessee	Star Pubs	Star Pubs	Star Pubs
	Structural defect investigation	Lessee	Star Pubs	Star Pubs	Star Pubs
	Window frames	Lessee	Star Pubs	Star Pubs	Star Pubs
	Window glazing	Lessee	Lessee	Lessee	Lessee
Fire equipment	Fire alarms, smoke detectors repair	Lessee	Lessee	Lessee	Lessee
	Fire alarm systems life expired	Lessee	Lessee	Star Pubs	Star Pubs
	Fire alarm systems repair	Lessee	Lessee	Lessee	Lessee
	Fire fighting equipment life expired	Lessee	Lessee	Star Pubs	Star Pubs
	Sprinkler systems	Lessee	Lessee	Lessee	Lessee
Flooring	Floor screeds	Lessee	Star Pubs	Star Pubs	Star Pubs
	Floor covering repair	Lessee	Lessee	Lessee	Lessee
	Floor covering life expired	Lessee	Lessee	Star Pubs	Star Pubs

	Agreement Description	Fully Repairing & Insuring Lease	Foundation Tenancy and Business Start Up Agreements starting after 1st May 2023	Foundation/ Investment Tenancy & Business Start Up Agreements	TMA
	Star Agreement Group	1	3	30	6
Asset	Sub Asset	Responsibility			
Flooring	Floorboarding	Lessee	Lessee	Lessee	Lessee
	Sub-floor structure	Lessee	Lessee	Lessee	Lessee
Furnishings	Fixed seating repair	Lessee	Lessee	Lessee	Lessee
	Fixed seating life expired	Lessee	Lessee	Star Pubs	Lessee
	Loose furniture repairs	Lessee	Lessee	Lessee	Lessee
	Loose furniture life expired	Lessee	Lessee	Lessee	Lessee
	Upholstery	Lessee	Lessee	Lessee	Lessee
Heating, ventilation & air-conditioning (HVAC)	Air conditioning replacement	Lessee	Lessee	Lessee	Lessee
	Boiler repair & replacement	Lessee	Star Pubs	Star Pubs	Star Pubs
	Gas leaks	Lessee	Star Pubs	Star Pubs	Star Pubs
	Gas fires & multi fuel burners	Lessee	Star Pubs	Star Pubs	Star Pubs
	Pipe & radiator repair	Lessee	Lessee	Lessee	Lessee
	Hot water cylinder replacement	Lessee	Lessee	Lessee	Star Pubs
	Pipe & radiator end of life	Lessee	Star Pubs	Star Pubs	Star Pubs
	Thermostats	Lessee	Star Pubs	Star Pubs	Star Pubs
Internal	Beerducts	Lessee	Star Pubs	Star Pubs	Star Pubs
	Building fabric internal	Lessee	Lessee	Lessee	Lessee
	Ceilings repairs	Lessee	Lessee	Lessee	Lessee
	Ceilings replacement	Lessee	Star Pubs	Star Pubs	Star Pubs
	Cellar flaps & skids repair	Lessee	Lessee	Star Pubs	Star Pubs
	Cellar flaps & skids replacement	Lessee	Star Pubs	Star Pubs	Star Pubs
	Damp investigation	Lessee	Star Pubs	Star Pubs	Star Pubs
	Decoration - internal	Lessee	Lessee	Lessee	Lessee
	Doors - internal & ironmongery	Lessee	Lessee	Lessee	Lessee
	Fireplaces repairs	Lessee	Lessee	Lessee	Lessee

During your agreement



# CURRENT AGREEMENTS



	Agreement Description	Fully Repairing & Insuring Lease	Foundation Tenancy and Business Start Up Agreements starting after 1st May 2023	Foundation/ Investment Tenancy & Business Start Up Agreements	TMA
	Star Agreement Group	1	3	30	6
Asset	Sub Asset	Responsibility			
Internal	Flues	Lessee	Lessee	Lessee	Star Pubs
	Joinery - bar fittings, screens, stairs, cupboards.	Lessee	Lessee	Lessee	Lessee
	Timber infestation / woodworm	Lessee	Star Pubs	Star Pubs	Star Pubs
Landscaping	General maintenance	Lessee	Lessee		Lessee
	Trees - crowning & tree management	Lessee	Star Pubs	Star Pubs	Star Pubs
	Japanese knotweed investigation	Lessee	Star Pubs	Star Pubs	Star Pubs
Lift	Minor repairs	Lessee	Lessee	Lessee	Lessee
	Replacement	Lessee	Star Pubs	Star Pubs	Star Pubs
	Servicing	Lessee	Lessee	Lessee	Lessee
Plumbing	Cistern & sanitary wear repair	Lessee	Lessee	Lessee	Lessee
	Cistern & sanitary wear life expired	Lessee	Star Pubs	Star Pubs	Star Pubs
	Taps, plugs, seat, handle, trap repairs/ replacement	Lessee	Lessee	Lessee	Lessee
	Water supply & waste pipe repair	Lessee	Lessee	Lessee	Lessee
	Water supply & waste pipe life expired	Lessee	Star Pubs	Star Pubs	Star Pubs
Roofing	Chimney sweeping & repair	Lessee	Lessee	Lessee	Lessee
	Chimney pots & relining	Lessee	Star Pubs	Star Pubs	Star Pubs
	Covering	Lessee	Star Pubs	Star Pubs	Star Pubs
	Flat roof covering	Lessee	Star Pubs	Star Pubs	Star Pubs
	Insulation	Lessee	Lessee	Lessee	Lessee
	Roof lights	Lessee	Star Pubs	Star Pubs	Star Pubs
	Structure	Lessee	Star Pubs	Star Pubs	Star Pubs
	Slates / tiles & other coverings	Lessee	Star Pubs	Star Pubs	Star Pubs

	Agreement Description	Fully Repairing & Insuring Lease	Foundation Tenancy and Business Start Up Agreements starting after 1st May 2023	Foundation/ Investment Tenancy & Business Start Up Agreements	TMA
	Star Agreement Group	1	3	30	6
Asset	Sub Asset	Responsibility			
Security	Burglar alarms repair	Lessee	Lessee	Lessee	Lessee
	Burglar alarms life expired	Lessee	Lessee	Star Pubs	Star Pubs
	CCTV repair	Lessee	Lessee	Lessee	Lessee
	CCTV life expired	Lessee	Lessee	Star Pubs	Star Pubs
	Physical security	Lessee	Lessee	Lessee	Lessee
Signage	External signage cleaning	Lessee	Lessee	Lessee	Lessee
	External signs repairs	Lessee	Star Pubs	Star Pubs	Star Pubs
	External signs replacements	Lessee	Star Pubs	Star Pubs	Star Pubs
Television & AV	Repair	Lessee	Lessee	Lessee	Lessee
	Replacement	Lessee	Lessee	Lessee	Lessee
Waste Services	Pest infestation	Lessee	Lessee	Lessee	Lessee
	Trade & domestic waste removal	Lessee	Lessee	Lessee	Lessee





## Structural Alterations

Before considering any significant works or alterations you should check the terms of your **Agreement** to understand what is permitted.

Even where structural alterations or the installation of significant fixtures such as fitted kitchens, are permitted, these must not be undertaken without written consent from **Star Pubs**. Should you wish to carry out this type of work, please discuss with your **BDM** who will arrange for details of the proposed work to be submitted as an application for a **Licence to Alter**. It is important that this licence is obtained as it may allow for consideration of the effect on rent of your improvement (if any) at the **Rent Review** and avoids any dispute at the end of your **Agreement**.

## Refurbishment Projects

**Star Pubs** invests significantly in pubs and has an on-going programme of pub refurbishment projects. The refurbishment of a pub is usually a joint undertaking between **Star Pubs** and the **Tenant** and involves a major commitment by both parties.

If a pub is identified for a potential refurbishment project, the process can be complex and lengthy to ensure that the proposed project is right for all concerned and that all planning and other regulatory requirements are met. **Star Pubs** will ensure that you understand the likely costs in terms of additional

fixtures and fittings and any changes to future rent. **Star Pubs** will also keep you informed of timescales and progress during the refurbishment project.

A refurbishment normally requires a significant financial investment by **Star Pubs** which will usually result in an increase in rent to reflect higher trade after the refurbishment. It may also be necessary for you to invest in new fixtures and fittings.

All financial obligations will be agreed in writing before the work starts and will be confirmed through

a new **Agreement** or a variation to the existing **Agreement**. You will be asked to prepare a new **Business Plan** to show how the business will operate after the refurbishment, together with your proposals for raising additional capital if it is required before **Agreement** can be made. If you withdraw from a refurbishment project unreasonably or at a late stage, you will be liable for any fees incurred by **Star Pubs** up to that point.

**Star Pubs** may require **Tenants** to sign a new **Agreement**, or an **Investment Waiver** which removes the right to request an **MRO Agreement** at **Rent Review** for up to 7 years following a significant

investment in the pub. The criteria for this is set out in the **Pubs Code** and will be explained in detail if applicable.

It is a requirement that professional advice is taken on all aspects of a proposed refurbishment, including the use of a solicitor to complete the legal documents. Advice should also be taken regarding cashflow during the project as major refurbishment can necessitate a period when you are unable to trade while building work is undertaken, followed by period during which additional expenses are incurred re-launching the business.



## ENDING YOUR AGREEMENT

### AGREEMENT EXPIRY

If your **Agreement**, which is contracted out of the **Landlord & Tenant Act 1954**, comes to an end, you must leave the premises if terms for a new **Agreement** have not been agreed and completed.

**Star Pubs** will notify you of our intentions at least six months before the expiry date and this notification may include an offer for a new **Agreement**. Any new **Agreement** will include a detailed **Rent Assessment**, plus all the information required under the **Pubs Code**. A new **Business Plan** will be required from you.

If an **Agreement** is protected under the **Landlord and Tenant Act 1954**, and there are no grounds on which **Star Pubs** opposes a new **Agreement**, then you may renew your **Agreement** on similar terms and conditions as before, subject only to appropriate modernisation of the **Agreement** and negotiation of a new **Market Rent** and term. **Star Pubs** will contact you in advance of the expiry to discuss any proposal.





## ENDING YOUR AGREEMENT EARLY

Unless there is a specific provision within your **Agreement** you do not have a right to end your **Agreement** before the expiry date. In the unlikely event that you wish to leave early you are strongly advised to obtain legal advice and you must make a request in writing to your **BDM**. It is at **SP&B's** discretion whether or not we accept an early surrender of an **Agreement** and on what terms.

### Breach of Your Agreement

If we believe that you have **breached your Agreement** we will arrange a meeting with you to discuss this. Depending upon the outcome of this meeting and the severity of the breach we may choose to write to you detailing the breach and potential remedies. Whilst we will always aim to work with you to resolve the issue, in some instances we may need to take legal action.

### Dilapidations

**Dilapidations** is the term used to describe the work that you are required to do to comply with the repairing, decorating and reinstatement obligations in your **Agreement**. This may include repairs to the structure of the building, general decoration, and any equipment which **Star Pubs** owns but which you have the responsibility to repair. Your responsibilities will depend on the type of **Agreement** in place and the terms of that **Agreement**. **Dilapidations** are usually reviewed at the end of the **Agreement** but can arise at any time during the **Agreement**.

### Leaving the Pub

It is the **Tenant's** responsibility to hand the premises back in the state of repair required within the terms of the **Agreement**. **Star Pubs** will arrange for an independently prepared Schedule of **Dilapidations** to identify works required.

**The Schedule of Dilapidations will be prepared prior to expiry of your Agreement but timings vary depending on the type of Agreement. These are usually:**

**FRI Agreement** – usually around 15 months before your **Agreement** expiry.

**Other Agreements** – a survey will be instructed as soon as possible upon our acceptance of **Tenant's** notice.

If you own the **Fixtures & Fittings** in the premises, a valuation and inventory will be prepared, and **Star Pubs** will discuss which items will be purchased from you when you vacate the pub.

The cost of obtaining a Schedule of **Dilapidations** and **Fixtures & Fittings** valuation will be recharged to the **Tenant**.

The **Tenant** has the option to carry out any repairs identified in the Schedule of **Dilapidations** to a satisfactory standard, or to pay a sum equivalent to the cost of the repairs. If repairs are carried out but not completed satisfactorily, **Star Pubs** has the right to make a charge to remedy the works.

In the event of a dispute over **Dilapidations** at the end of any **Agreement**, the 'Dilapidations Protocol' process will be followed. Full details can be found at [www.justice.gov.uk](http://www.justice.gov.uk).



## HOW TO MAKE A COMPLAINT

It is in everyone's interest to maintain a positive and mutually beneficial business relationship. Most issues can generally be settled by discussion or correspondence with your **BDM**, however if the issue is of a serious nature or remains unresolved, you may wish to make a formal complaint.

**Star Pubs** takes any complaints or concerns seriously and will ensure that all complaints are investigated by an appropriate senior manager who will deal with the issue in a confidential and sensitive manner. Details may be sent by email to [complaints@starpubs.co.uk](mailto:complaints@starpubs.co.uk). **Star Pubs** will acknowledge receipt of your email within seven days and will provide a written response within 28 days.

If you are dissatisfied with the outcome of your complaint, there are independent bodies who can assist.

### Pubs Code Adjudicator

The **PCA** was established to support the introduction of the **Pubs Code**. Complaints arising after June 2016, relating to compliance with the **Pubs Code** may be referred to the Adjudicator.

**You can contact the Office of the Pubs Code Adjudicator by:**

- Completing an [online enquiry form](#)
- Email: [office@pubscodeadjudicator.gov.uk](mailto:office@pubscodeadjudicator.gov.uk)
- Calling **0800 528 8080** to request a call back
- Send post to: Office of the Pubs Code Adjudicator  
4th Floor,  
23 Stephenson Street,  
Birmingham,  
B2 4BJ  
United Kingdom

**You can also keep up to date with Pubs Code and PCA news:**

- Sign up to website [email alerts](#)
- Follow the **PCA** on [X](#), [Facebook](#) and [LinkedIn](#)

### PIRRS

Disputes regarding contractual tied **Rent Reviews** may be referred to PIRRS. More details can be found on the PIRRS website [www.pirrscheme.com](http://www.pirrscheme.com)

# GLOSSARY

**A Agreement** is the legal contract between **Star Pubs** and the **Tenant**.

**Applicant** is person(s) applying to take an **Agreement** with **Star Pubs**.

**B Business Development Manager** is the main point of contact for our **Tenants**. They will visit you on a regular basis and will be able to provide advice and support.

**Business Plan** is a written document setting out the vision and goals for the pub.

**Business Start Up Agreement** is an **Agreement** type offered in Scotland by **Star Pubs** for a term of three years.

**C Code Compliance Officer** is someone employed by the **Pub Owning Business** whose role it is to verify its compliance with the Pubs Code.

**D Designated Premises Supervisor** is the person who has day to day responsibility for the running of the business.

**Dilapidations** are breaches of the repairing terms of your **Agreement**.

**Divisible Balance** is the resultant sum when cost of sales, operating expenses (excluding rent) and return on capital have been deducted from turnover.

**F Fixtures & Fittings** are all items within the pub that do not form part of the fabric of the building for example tables and chairs.

**Fair Maintainable Turnover (FMT)** is the level of trade that an **REO** would expect to achieve on the assumption that the property is properly equipped, repaired, maintained and decorated.

**Foundation Tenancy** is an **Agreement** offered by **Star Pubs** for a term of five years. It is contracted out of the **Landlord & Tenant Act 1954**.

**H Heads of Terms** is a document that sets out the main terms of your **Agreement**

**I Investment Tenancy** is an **Agreement** offered by **Star Pubs** for a rolling term of 5 years. An **Investment Tenancy** will be offered when capex is undertaken at the pub.

**J Just Add Talent Agreement** is the **Agreement** between **Star Pubs** and the operator of a **Just Add Talent** site.

**L Landlord & Tenant Act 1954** is Property Legislation in England & Wales that governs the rights and obligations of landlords and **Tenants**.

**Licence to Alter** is a document that varies a lease document to allow alterations to take place and where applicable any effect on rent from any improvements documented under a Licence to Alter can be disregarded at **Rent Review**.

**M Management Agreement** is a three-year fixed term **Agreement** offered by **Star Pubs**. The **Agreement** is contracted out of the **Landlord & Tenant Act 1954**.

**Market Rent** is the estimated amount for which a property would be leased on the valuation date between a willing landlord and a willing **Tenant** on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

**Market Rent Only** is the right of a tied **Tenant** to go free of **Tie**.

**P Personal Licence** is a licence that allows the holder to sell alcohol in a pub with a **Premises Licence**.

**Premises Licence** is a permanent licence granted for a pub.

**Pubs Code Adjudicator (PCA)** is responsible for enforcing the Pubs Code.

**Pubs Code etc. Regulations 2016** is Legislation that regulates the relationship between tied pub **Tenants** and **Pub Owning Businesses** in England and Wales.

**Pub Owning Business** is a landlord who owns over 500 tied pubs and is therefore covered by the Pubs Code.

**R Reasonably Efficient Operator (REO)** is a concept where the valuer assumes that the market participants are competent operators, acting in an efficient manner, of a business conducted on the premises. It involves estimating the trading potential rather than adopting the actual level of trade under the existing ownership, and it excludes personal goodwill.

**Rent Review** is a mechanism in your **Agreement** where you and **Star Pubs** agree or fix a new rent.

**Rent Event** is an event set out in your **Agreement** where there is the opportunity to look at the level of rent payable. These are typically **Rent Reviews** and lease renewals.

**Rent Assessment** is an assessment of the rent you must pay in relation to an **Agreement**.

**Rent Proposal Justification (RPJ) Form** is a form provided to you as part of a **Rent Review**, lease renewal or an unprotected agreement where we have not advised your occupation will end.

**Royal Institution of Chartered Surveyors (RIC)** is the Independent surveying professional body.

**S Schedule of Works** is a document that is prepared by **Star Pubs** as part of the letting process. It details the works, who is responsible for carrying them out and any penalties incurred should either party not complete the works within the agreed timetable. Upon completion of the **Schedule of Works**, or any other major works completed over the lifetime of your **Agreement**, the **Schedule of Conditions** will be updated.

**Stamp Duty Land Tax** is a tax payable on certain land and property transactions. You should obtain professional advice as to whether any **Agreement** you enter into will qualify for this.

**Star Pubs** is **Star Pubs**, the **Pub Owning Business** of Heineken UK.

**Substantive Agreement** is an **Agreement** that is not a licence.

**T Temporary Management Agreement** is a temporary licence **Agreement**.

**Tenant** is the individual or company that has entered into an **Agreement** with **Star Pubs** to run a pub.

**Tie / Tied Products** a requirement, set out in your **Agreement** to purchase certain products from **Star Pubs**.



## CONTACT US



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