



Annual Compliance Report 2021-22

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

Notes on Submission and Publication

As per Regulation 43(2) of the Pubs Code, pub-owning businesses should submit their full compliance report to the Office of the Pubs Code Adjudicator no later than 31st July 2022.

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

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

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

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

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

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

Submitted by

Code Compliance Officer for (POB)

Audit Committee Statement on Compliance

In the absence of an Audit Committee, the Chief Executive Officer hereby declares that the enclosed report has been reviewed and approved in accordance with Regulation 43(5) and that as part of doing so any additional material required under Regulation 43(7) has also been provided and considered. Further to this, a summary of the enclosed report is produced as per Regulation 43(8) and will be made available on the corporate website within the reporting window in compliance with Regulation 43(9).

On behalf of **Punch Taverns Limited** trading as **Punch Pubs & Co**

Donna Gracey

Question	POB Response	Additional Response Space
Section A - Estate data and renewals		
Total number of Pubs Code Agreements at the beginning of the reporting period (1 April 2021).	1148	
Total acquisitions - that fall under the Pubs Code - during this reporting period.	50	
Additional tied pubs - that were already owned - during this reporting period.	4	
Total number of tied pubs - from this reporting period - that are no longer tied but still owned by your POB.	166	
• Of which, are now part of your POB's managed estate.	14	
Total disposals during this reporting period.	11	
• Of which, were to another POB.	0	
• Of which, were sold to a person who is not a landlord of 500 or more tied pubs.	9	
• Of which, were permanently closed or disposed for other use.	2	
Total number of Pubs Code Agreements at the end of the reporting period (31 March 2022).	1025	
• Of which, how many are:		
• Agreements contracted into the Landlord and Tenant Act 1954.	371	
• Agreements not contracted into the Landlord and Tenant Act 1954.	538	
▣ Short agreements under regulation 14.	75	
▣ Tenancy at Wills (TAW's) in occupation for a period of 12 months or more.	41	
▣ Qualifying Investments under regulation 56.	14	
Total number of franchise agreements at the end of the reporting period (31 March 2022).	0	
• Of which, those that fall under regulation 55	n/a	
• Of which, those that fall outside the Pubs Code Agreement	n/a	
Total number of Pubs Code Agreements that ended during this reporting period.	214	
Number of legal surrenders.	27	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	2	
• Between 3-5 years.	5	
• 6 years or more.	19	
Number of forfeitures.	1	
• Of which, the tenant was in place for:		

• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 6 years or more.	1	
Number of assignments.	7	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 6 years or more.	7	
Number of abandonments.	1	
• Of which, the tenant was in place for:		
• Less than 1 year.	1	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 6 years or more.	0	

Total number of regulated tenants with a <i>contractual right</i> to renew (as of 31 March 2022)	371	
Number of tenants who actually exercised their right to renew.	n/a	
• Of which, the POB consented.	n/a	
• Of which, the POB opposed.	n/a	
Number of renewals under the Landlord and Tenant Act 1954 during this reporting period.	46	
Number of Section 25 Notices issued	15	
• Of which, those opposing a new tenancy.	15	
• Of which, those proposing a variation of the terms.	0	
Number of Section 25 Notices served after MRO notice received.	0	
Number of Section 26 Notices opposed.	4	
Number of Section 26 Notices unopposed.	7	
Number of Landlord and Tenant Act 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation.	1	
• Of which, the number of objections to a new tenancy that were upheld.	0	
• Of which, the number of objections to a new tenancy that were dismissed.	0	
• Of which, are still ongoing?	1	

New tenants and agreements within this reporting period
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Number of actual new tenants / legal entities (i.e. not tenants / legal entities that have previous or existing arrangements with your POB) that fall under the Code.	55	
Number of new tied-tenancy agreements.	98	
Number of tied-tenancies that were previously under the Landlord and Tenant Act 1954, but no longer fall within this Act.	34	

Rent proposals		
Total number of rent proposals provided in this reporting period.	142	
<ul style="list-style-type: none"> Of which, those under regulations 15(2-5). 	0	
<ul style="list-style-type: none"> Of which, those under regulation 15(6). 	0	
<ul style="list-style-type: none"> Of which, those under regulation 15(7). - where the POB notifies the tenant of a proposal to negotiate a new agreement 	142	

Rent assessment proposals		
Number of rent assessment proposals provided under regulation 19(1)(a) - a rent review required under the terms of a tenancy or licence of a tied pub.	35	
Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those:	0	
<ul style="list-style-type: none"> Provided 	0	
<ul style="list-style-type: none"> Rejected 	0	
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0	
<ul style="list-style-type: none"> Provided 	0	
<ul style="list-style-type: none"> Rejected 	0	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0	
<ul style="list-style-type: none"> Provided 	0	
<ul style="list-style-type: none"> Rejected 	0	

Market Rent Only (MRO)		
Number of MRO Notices received, of which those:	18	
<ul style="list-style-type: none"> Accepted 	16	
<ul style="list-style-type: none"> Rejected 	2	
<ul style="list-style-type: none"> Withdrawn 	0	
Number of MRO Notices received under regulation 24 – significant increase in price, of which those:	0	
<ul style="list-style-type: none"> Accepted 	0	
<ul style="list-style-type: none"> Rejected 	0	
Number of MRO Notices received under regulation 25 – trigger event, of which those:	0	

• Accepted	0	
• Rejected	0	
Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those:	5	
• Accepted	4	
• Rejected	1	
Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those:	13	
• Accepted	12	
• Rejected	1	
Number of full responses to rejected MRO Notices issued.	2	
Number of full responses to accepted MRO Notices issued.	16	
Where a MRO Notice has been accepted; those that resulted in:		
• Free-of-tie arrangements that are:		
• New agreement - including short term agreements.	0	
• Deed of variation.	0	
• New tied arrangements that are:		
• Agreed by new agreement.	0	
• Other new tied arrangements (rent or other terms).	5	
• Tied tenant departure from the pub.	1	
• Other outcomes.	0	
• Ongoing – yet to be concluded.	10	
Length of MRO tenancies initially offered by POB		
Minimum period (in months)	36	
Maximum period (in months)	148	
Most commonly offered length of period (in months)	80 (average)	
Length of MRO tenancies requested by tenants		
Minimum period (in months)	n/a - not recorded	
Maximum period (in months)	n/a - not recorded	
Most commonly offered length of period (in months)	n/a - not recorded	
Length of MRO tenancies agreed		
Minimum period (in months)	48	
Maximum period (in months)	128	
Most commonly agreed length of period (in months)	88 (average)	

Independent Assessors		
Number of Independent Assessor appointments, of which those:	7	
• Jointly agreed with the tenant.	4	

• Appointed by the PCA.	3	
Number of cases where rent was determined by the IA	7	
Number of Independent Assessors determinations challenged under:		
• Regulation 37(10)	2	
• Regulation 37(11).	0	

Buildings Insurance		
Number of tenants requesting to price match their building insurance.	4	
• Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).	1	
• Number of unsuccessful price match requests.	3	
Number of occasions when you have purchased the tenant's alternative policy.	0	

Gaming machines		
Number of new Pubs Code tied agreements, including renewal, in which:		
• The tenant elects in the tenancy or licence agreement to have a gaming machine, and are required to purchase or rent this from your POB or a nominated supplier.	0	
• The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier.	58	
• The tenant has sourced a free-of-tie machine agreement with a third-party supplier.	n/a	
• The tenant has chosen not to have a gaming machine.	n/a	

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

Section B – Code compliance

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

Compliance Area	Details	POB Response	Additional Response Space
Entering into an Agreement:			
Pub Entry Training Regulation: 9	1. Provide a detailed report on your POB's compliance with the pub entry training requirements; identifying steps taken to verify and improve compliance.	The Punch policy is that it is a mandatory requirement for all new publicans engaging with Punch to have completed the BII PEAT certification. Further to this, Punch has a 5-day Progress course for all new publicans to undergo, exemptions to this can be granted subject to the statutory exemption criteria contained within Regulation 9(3) being met. Compliance with this forms part of all final checks on new tied agreements completing. Either a confirmation of both attendance to the course and exam certification or a valid exemption form needs to be evidenced as part of every tied pub letting.	
Sustainable Business Plan Regulation: 10	2. Provide a detailed report on the process your POB follows when considering whether a tenant's business plan is sustainable. Include how you arrive at your opinion that the forecast of income and net profit is reasonable and realistic.	All new tied agreements under the Code are required to have a business plan completed; business plans will only be accepted having been completed after a publican has had the opportunity to consider all the required information detailed in Schedule 1 of the Code. The business plan is completed on a standard Punch template which ensures all requirements under Regulation 10 are complied with. Alongside the business plan, any new agreement requires evidence that the publican has been advised to seek independent professional advice as part of competing their business plan. This business plan is discussed in detail with the allocated Operations Manager to verify sustainability as part of the recruitment interview process. Compliance with this forms part of all final checks on new tied agreements completing.	
Schedule 1 Regulation: 11	3. Provide a detailed report on your POB's compliance with the information provision requirements specified in Schedule 1, identifying steps taken to verify and improve compliance.	A new tied agreement under the Code will not be allowed to complete unless the publican has been able to access all of the required information under Schedule 1 prior to completion of their business plan. This information is provided to the prospective tied pub tenant by both our Recruitment and Legal & Estates teams. Compliance with this forms part of all final checks on new tied agreements completing.	
Assignments Regulation: 12	4. Provide a detailed report on your POB's compliance with the POBs duty when a tenant intends to assign tenancy, identifying steps taken to improve and verify compliance. Specifically identify how - when the tenant requests an assignment - your POB satisfies itself that:	Where a TPT intends to assign their agreement a 'buyer and seller pack' is issued to both the TPT and the proposed assignee which details the implications of the assignment and any associated fees. A schedule of dilapidations and information in relation to schedule 1 is provided to the proposed assignee.	
	4.1 It complies with the provisions in regulation 12(4)(a)	The schedule 1 information is provided directly to the assignee	
	4.2 It complies with the provisions in regulation 12(4)(b)	All proposed assignees will go through the same process as a new tied pub tenant in relation to pre-entry training	
	4.3 It complies with the provisions in regulations 12(4)(c)	All proposed assignees will go through the same process as a new tied pub tenant in relation to independent advice.	
Premises Regulation: 13	5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; Identifying steps taken to verify and improve compliance.	All new tenants undertake a property inspection and are advised to obtain independent professional property advice. All new lets and renewals will receive a property schedule detailing the condition or any applicable dilapidations due under the agreement. Where an investment is planned a schedule of works will be provided and a post-investment schedule of condition carried out once works are complete.	
Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22)	6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes.	All schedules of dilapidations are carried out by an independent third party firm of surveyors. For long leases, interim schedule of dilapidation are carried out in line with the rent review cycle to highlight ongoing repairs obligations throughout the term of the agreement. Dilapidations reports are served 18 months in advance where possible and the tenant can liaise directly with the surveyor in order to arrange a reinspection where they have carried out any works.	
Short agreements Regulation: 14	7. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; Identifying steps taken to verify and improve compliance.	All new tenants entering into a short agreement are provided with the amount of rent to be paid under the agreement and the required information from schedule 1, this is hard wired into the process for granting short agreements. In addition, the TPT will also be made aware of the associated exemptions as well as consequence of their tenure under a short agreement extending beyond 12 months and the wider Code rights granted at such point.	
Ending a Tenancy:			
Forfeitures	8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice.	The decision to issue such notices are considered on a case by case basis and in full appreciation of the principles of fair and lawful dealing in accordance with the Code.	

<p>Rent Proposals: Regulations: 15-18</p>	<p>9. Provide a detailed report on your POB's compliance with rent proposals, identifying steps taken to improve and verify compliance.</p>	<p>The provision of a rent proposal is hard wired into our process for letting new tied agreements as well as proposing tied agreement renewals.</p> <p>For a new tied agreement, the rent proposal is provided as part of the Schedule 1 information for the proposed agreement. For protected agreement renewals, the rent proposal is provided by a RICS chartered surveyor as part of the lease renewal negotiations.</p> <p>The rent proposal template is produced in accordance with the Code requirements and allows for all information required under Regulation 15 and Schedule 2 of the Code to be provided.</p> <p>Rent events with strict time requirements for provision of a rent proposal are managed by our workflow system, Appian, and our Commercial Estates Managers. Any requests received under Regulation 15 are provided within the associated statutory timeframes.</p> <p>Requests for further information are dealt with directly by the representatives acting for each party on an individual case basis. This matter is not measured with compliance being verified by an absence of complaints.</p>	
<p>Transitional provisions Regulation: 65</p>	<p>9.1 Provide a detailed report on your POB's compliance with the transitional provisions in respect of rent proposals, identifying steps taken to improve and verify compliance.</p>	<p>n/a</p>	
<p>Rent Assessment Proposals: Regulations: 19-22</p>	<p>10. Provide a detailed report on your POB's compliance with rent assessment proposals, identifying steps taken to improve and verify compliance.</p>	<p>All rent events due under the terms of the agreement are built into our workflow system for rent events, Appian, and managed by our Commercial Estates Managers. The Appian process identifies contractual/periodic rent reviews 15 months prior to the rent review date and initiates the process. The workflow then follows the process from initial contact, inspection, valuation, presentation, negotiation and through to resolution. All documents and key dates are recorded within the process.</p> <p>Any request under Regulation 19 (1)(b) are also logged into the workflow system as 'ad-hoc' rent reviews but follow the same process logging.</p> <p>The rent assessment proposal template is produced in accordance with the Code requirements and allows for all information required under Regulation 20 and Schedule 2 of the Code to be provided.</p> <p>The Appian workflow system monitors dates in connection with service requirements. The process will automatically issue a rent assessment proposal once approved to be proposed.</p>	<p>All rent assessment proposals in Punch are conducted by RICS qualified chartered surveyors and in accordance with the RICS guidance. Requests for further information are dealt with directly by the representatives acting for each party on an individual case basis.</p> <p>All rent assessment proposals are reviewed on both a regional basis and centrally to ensure that all pertinent information regarding the location and layout are considered.</p> <p>Any agreed rent will be documented by way of a completed rent review memorandum. This will detail the agreed rent and the associated rent review date.</p>
<p>Transitional provisions Regulation: 66</p>	<p>10.1 Provide a detailed report on your POB's compliance with the transitional provisions in respect of rent assessment proposals, identifying steps taken to improve and verify compliance.</p>	<p>n/a</p>	
<p>MROs:</p>			
<p>MRO - Notice Regulations: 23-27</p>	<p>11. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.</p>	<p>Punch have produced a Pubs Code Guide and MRO FAQ document to assist out tied pub tenants in understanding the MRO provisions of the Code.</p> <p>In addition, we actively notify our tied pub tenants in relation to their Code rights upon receipt of a rent assessment proposal. Where a MRO notice is received it is firstly recorded and verified.</p> <p>In the event that the notice is invalid the TPT will be informed in a timely manner and in appreciation of the deadlines within the Code. Punch will take a pragmatic view in respect of technical deficient and always look to clarify intention where ambiguity exists.</p> <p>Any MRO notice receive is recorded centrally and within our workflow process to ensure the subsequent MRO deadlines are complied with. The MRO proposal/full response will then be provided and negotiations undertaken between the TPT and Punch Commercial Estates Manager.</p> <p>Monthly reporting on MRO notices takes place to ensure deadlines are complied with.</p>	
	<p>11.1 Provide a detailed report of your POBs handling of tenants' who claim a significant price increase event (Reg 24), including the nature of the circumstances relied upon by the tenant.</p>	<p>Punch have produced a Pubs Code Guide and MRO FAQ document to assist out tied pub tenants in understanding the MRO provisions of the Code.</p> <p>No requests under regulation 24 during the reporting period.</p>	
	<p>11.2 Provide a detailed report of your POBs handling of tenants' who claim a trigger event (Reg 25), including the nature of the circumstances relied upon by the tenant.</p> <p>□</p>	<p>Punch have produced a Pubs Code Guide and MRO FAQ document to assist out tied pub tenants in understanding the MRO provisions of the Code.</p> <p>No requests under regulation 25 during the reporting period.</p>	
	<p>11.3 Provide a detailed report of your POBs handling of tenants' who request a MRO option in a renewal of a pub arrangement (Reg 26), including the nature of the circumstances relied upon by the tenant.</p>	<p>Punch have produced a Pubs Code Guide and MRO FAQ document to assist out tied pub tenants in understanding the MRO provisions of the Code.</p> <p>Detail on the number of s.25 or s.26 notices served during the reporting period is contained with Section A of this report.</p>	

	11.4 Provide a detailed report of your POBs handling of tenants' who request a MRO following a rent assessment proposal (Reg 27).	Punch have produced a Pubs Code Guide and MRO FAQ document to assist out tied pub tenants in understanding the MRO provisions of the Code. Where a rent assessment proposal is provided to a TPT, the covering letter details the associated Code rights. In addition, Punch will issue a reminder in respect of the associated Code rights to highlight the 21 day window for serving a valid MRO notice in relation to receiving the rent assessment proposal.	
MRO - Procedure Regulations 28-35	12. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	All MRO notices received within the reporting period were acknowledged as soon as reasonably practicable. Upon receipt, the MRO notice is recorded centrally and within our workflow system. The notice will then be verified for validity. Full responses for all MRO notices were provided within the statutory time frame and in compliance with the emergency period declarations experienced within the reporting window. Punch have evolved our MRO cover letter that accompanies the MRO proposal to improve understanding and justification for the proposal provided. This is also accompanied by the Compliance Declaration as introduced by the PCA office and a copy of the MRO rent proposal to further assist understanding. The full response will comprise of a cover letter detailing the proposed MRO heads of terms and justification, confirmation of the existing tied proposal, the MRO rent assessment, an illustrative copy of the MRO documentation, a copy of any relevant schedule of dilapidations under the existing lease, a copy of the Punch Pubs Code Guide and MRO FAQ and a copy of the associated CCO Compliance Declaration. In addition, both the Punch Pubs Code Guide and the MRO cover letter provides sign posting to the PCA website and literature to assist a TPT in understanding the MRO process.	
	12.1 Provide a detailed report on how your POB handles terms and conditions regarded as unreasonable - in regards to MRO tenancy (Reg 31).	Full consideration is given to MRO terms and conditions regarded as unreasonable in accordance with Regulation 31. Both the MRO cover letter and Compliance Declaration provided as part of all full responses/MRO proposals provide the detail in regard to justification of proposed terms. These are both completed in accordance with Regulation 31 and the detail provided within the Regulatory Compliance Handbook.	
	12.2 Provide a detailed report on how your POB handles failure to acknowledge the tenant's notice, or to provide a full response (Reg 32)	Where a TPT feels that their full response is non-compliant, a referral for arbitration can be made.	
	12.3 Provide a detailed report of how your POB reaches decisions regarding the length of the lease at renewal.	The term of a proposed MRO tenancy will always be compliant with Regulation 30 requirements in that it is for a period at least equivalent to the remaining term of the existing tenancy. Justification for the MRO term proposed is always provided as part of the full response and detailed within both the Cover letter and Compliance Declaration. The term proposed will take into consideration the individual circumstances of the TPT and their existing agreement as well as in light of the rights of a commercial landlord in dealing with their assets.	
MRO - Independent Assessor Regulations: 36-38	13. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	Punch acknowledges the process for appointing an Independent Assessor in accordance with Regulation 36. Where such a request is received, the associated Commercial Estates Manager will engage with the TPT to explore the possibility of jointly appointing an IA in consideration with any perceived conflict of interests. Where an IA is jointly agreed a mutual approach will be made to make the necessary appointment. The appointed Independent Assessor in each case will set out their directions for the matter.	
MRO - End of Procedure Regulations: 39 and 40	14. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	Punch understands the events which bring an end to the MRO procedure as per Regulation 39. Punch understands the nature of Regulation 40; however, no such issues have occurred during the reporting period.	
MRO - Transitional Provisions Regulation: 67	15. Provide a detailed report on your POB's compliance with MRO regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	n/a	
Business Development Managers: Regulation: 41	16. Provide a detailed report on your POB's compliance with BDM regulations, identifying steps taken to improve and verify compliance, including statutory code deadline(s) and the processes followed.	All employees coming into the Punch business who meet the criteria of a Business Development Manager in accordance with the Pubs Code are provided with a full induction in relation to the Code and the governance of the relationship between Punch as a POB and TPT's. Each year an annual refresher training course is undertaken through issuing an e-learning module to all employees. The importance of fair and lawful dealing is embedded within the Punch business and aligns to the Punch culture of 'Doing Well by Doing Good'. The nature of the relationship between a TPT and a BDM is set out within the Punch Services Guide. All individuals responsible for carrying our rent assessments are RICS qualified chartered surveyors and qualified in terms of valuation. In addition, these individuals are required to record at least 20hrs of CPD every year as part of maintaining their qualified status through the RICS.	
Insurance: Regulation: 46	17. Provide a detailed report on your POB's compliance with insurance provision regulations, identifying steps taken to improve and verify compliance.	Punch insures our estate by way of a block property insurance policy featuring self-retention levels.	
	17.1. With specific regard to regulation 46(2)(a); please confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and, if so, that this information has been communicated to your tenants.	The insurance charge for an individual premises is calculated on a standalone basis and recharged to the publican.	

	17.2 With specific regard to regulation 46(2)(b); please confirm if your POB - or any other group - receives, or expects to receive any commission or rebate and, if so, that this information has been communicated to your tenants.	As part of the insurance programme Punch do not receive any commission in connection with insurance arrangements.	
	17.3 Provide a detailed report on your POB's compliance with regulation 46(3), identifying steps taken to improve and verify compliance. Include here, details on how your POB - or any third party selected by the POB - assesses if the tenant's suggested insurance policy is suitable and comparable.	Punch offers a price match policy for all of our TPT's. This enables the TPT to obtain a comparative quote on equivalent cover in order to benchmark their existing insurance charges. In the event that equivalent cover is obtained for a lower price, Punch will refund the difference. Punch will provide any TPT who wishes to explore this option with the relevant price match criteria. All of this information is communicated to our entire estate every year ahead of the insurance renewal. This guide to insurance is also available throughout the rest of the year. Any price match quotes received are reviewed by our appointed Brokers for verification. Where a price match quote is accepted the insurance charge will be adjusted and back dated to the start of the insurance year.	
Miscellaneous			
Gaming Machines Regulation: 47	18. Provide confirmation that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	Punch do not enter into new tied agreements or renewals of tied agreements featuring a machine tie. The decision as to whether or not to have gaming machines as part of the pub offer is at the discretion of the publican. The TPT can choose to operate without machines. Alternatively, should they wish to operate machines on the premises they can enter in a separate machine contract with Punch to permit this.	
Sale of Freehold / Long Leasehold Regulation: 49	19. Provide a detailed report on your POB's compliance with sale of freehold / long leasehold regulations, identifying steps taken to improve and verify compliance.	Punch is fully aware of, and comply with, the requirements under Regulation 49 where relevant.	
	19.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.	Punch communicates, in writing to any TPT as soon as reasonably practicably possible to inform them of any plans to sell the premises.	
Detriment Regulation: 50	20. Provide a detailed report on your POB's processes to ensure your tenants do not suffer detriment when exercising their rights under the Code regulations.	Punch will not subject a TPT to any detriment on the grounds that they are exercising, or attempting to exercise, their Code rights.	
Flow Monitoring Devices Regulation: 51	21. Provide a detailed report on your POB's compliance with Flow Monitoring provision regulations, identifying steps taken to improve and verify compliance.	Punch acknowledges the content of Regulation 51 and comply with the requirement to not subject a TPT to any detriment, or impose any liabilities on the TPT, based on flow monitoring readings without additional evidence in connection with the purchase and stock of alcohol at the tied pub.	
Extended Protections Regulations: 52 and 53	22. Provide a detailed report on your POB's compliance with extended protection regulations, identifying steps taken to improve and verify compliance.	Punch is fully aware of, and comply with, the requirements under Regulation 52 & 53 where relevant.	
	22.1 Provide a detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the pub and extended protection provision.	Punch communicates, in writing to any TPT as soon as reasonably practicably possible to inform them of any plans to sell the premises and to inform them of any extended protection under the code	
Exemptions Regulations: 54-56	23. Provide a detailed report on your POB's compliance with part 12 of the Code, identifying steps taken to improve and verify compliance. Specifically identify how you comply with:	.	
	23.1 The provisions in regulation 54 - short agreements	Where short agreements are granted the TPT will be informed that in the event that their tenure exceeds 12 months the exemptions fall away, and they acquire the full protection of the Code.	
	23.2 The provisions in regulation 55 - pub franchise agreements	n/a	
	23.3 The provisions in regulation 56 - Investment exception <input type="checkbox"/>	Where a qualifying investment is agreed with a TPT documentation is provided to ensure compliance with the requirements of Regulation 56. A qualifying investment agreement will be entered into.	
Void or unenforceable terms of a tenancy or licence Regulation: 57	24. Provide a detailed report on your compliance with regulation relating to void or unenforceable terms, identifying steps taken to improve and verify compliance.	Punch acknowledges the content of Regulation 57, however, there were no such issues during the reporting period	

Section C – Breaches and complaints	This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.
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Compliance Area	Details	POB Response	Additional Response Space
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Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.
For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs code, regardless of whether the Pubs Code itself, or individual regulation, is cited.

Part 2	Pub Entry Training Regulation 9	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Sustainable Business Plan Regulation 10	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	The Required Information Regulation 11	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Assignments Regulation 12	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Premises Regulation 13	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Short Agreements Regulation 14	Number of breaches, or alleged breaches, upheld.	0		
	Number of breaches, or alleged breaches, not upheld.	0		
	Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a		
Part 3	Rent Proposal - Duty to provide Regulation 15	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Rent Proposal - Contents Regulation 16	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Rent Proposal - When it must be provided Regulation 17	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Rent Proposal - Further information and advice Regulation 18	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 4	Duty to conduct a rent assessment proposal Regulation 19	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	A rent assessment proposal and required information Regulation 20(1)(a) – (c)	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Conducting a rent assessment Regulation 21	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	

		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 5	MRO - Notice Regulations 23-27	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 6	MRO - Procedure Regulations 28-35	Number of breaches, or alleged breaches, upheld.	1	
		Number of breaches, or alleged breaches, not upheld.	2	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	3 cases were referred to the PCA on MRO lease terms during the reporting period, 1 was upheld and we reissued the MRO lease amending the relevant clauses, 1 referral is still ongoing.	

Part 7	MRO - Independent Assessor Regulations 36, 37 and 38	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 8	MRO - End of Procedure Regulations 39 and 40	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 9	Business Development Managers Regulation 41	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 10	Insurance Regulation 46	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Gaming Machines Regulation: 47	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Sale of Freehold or Long Leasehold Regulation 49	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
	Flow Monitoring Devices Regulation 51	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 11	Extended Protections Regulations: 52 and 53	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 12	Exemptions Regulations 54, 55 and 56	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Part 13	Void or Unenforceable Terms of a Tenancy or Licence Regulation 57	Number of breaches, or alleged breaches, upheld.	0	
		Number of breaches, or alleged breaches, not upheld.	0	
		Steps taken in relation to each identified breach, or alleged breach, and the outcome(s).	n/a	
Other	Other complaints made by tenants	Number and narrative of complaints made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint.	During the reporting period there were 9 tied pub tenants who raised Exec Complaints that did not directly relate to specific Code provisions or form part of ongoing arbitrations. These complaints covered allegations and complaints regarding repairs, delivery issues and break options. Punch engaged in constructive dialogue with all 9 tied pub tenants regarding the issues raised. All complaints were responded to with no further action/arbitration required.	