



**PUNCH**

**A GUIDE TO YOUR  
PUNCH SERVICES**

for Publicans in England and Wales

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# WELCOME

**Running a pub can be the adventure of a lifetime. Whether you're taking those exciting first steps into running a Punch pub or you've been bringing the Great British pub to life for years, this guide is here to help you through that journey.**

In the following pages, you'll learn how you can unlock a world of pub possibilities through Punch's specialised, award-winning support services, from hands-on training at our industry-leading facilities to regular catch ups and unparalleled online support at the touch of a button.

Each and every Punch pub is independent and unique, but we all have one thing in common - we provide exceptional hospitality and the warmest of welcomes. That's why we're here to help you focus on what you do best, because by running great pubs, we all win together.

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Punch Pubs & Co - Jubilee House - Second Avenue - Burton upon Trent - DE14 2WF

This guide provides an overview of what you can expect as a Punch Publican. Your individual agreement is specific to you and your pub and contains the details of your agreement with us. You should always check your agreement and ensure you understand it.



# PUNCH

## SECTION 1

# STARTING OUT

Taking on a pub is more than just a job... it's a way of life - and we're here to support you every step of the way.

As you get ready to set up and run your business, one of our experienced Punch Operations Managers (OMs), will be on hand to guide you through the process and help you to achieve your aims.

Section 1 of this guide includes:

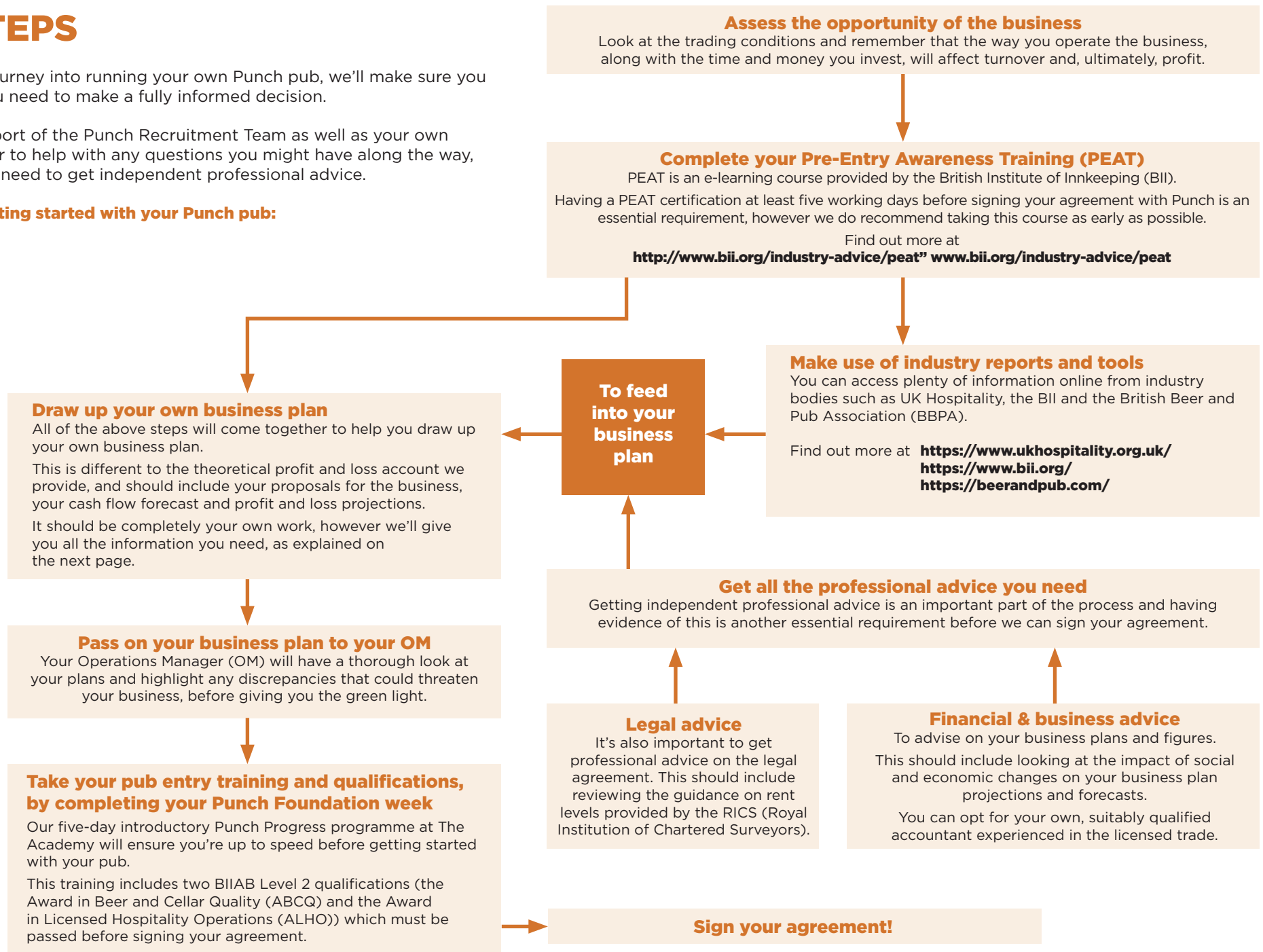
- **First steps** - explaining the information and advice you will need as you begin to draw up your business plan
- **Signing your agreement** - covering the legal and other steps that need to be taken before and immediately after signing the agreement
- **Understanding your agreement** - a summary of the main features in our tenancy and lease agreements
- **Understanding your tie** - explaining why we operate a tie and which products you must buy from Punch

# FIRST STEPS

As you start your journey into running your own Punch pub, we'll make sure you have everything you need to make a fully informed decision.

You'll have the support of the Punch Recruitment Team as well as your own Operations Manager to help with any questions you might have along the way, however, you'll also need to get independent professional advice.

## Our 10 steps to getting started with your Punch pub:



# HELPING YOU EVERY STEP OF THE WAY

Following our initial conversations and once everyone is happy to proceed, we'll be here to help you along the way as you work towards setting up your own Punch pub. We'll be available to answer any questions and will provide you with all the information you need to draw up your business plan. Here's a checklist of what to expect:

## KEY INFORMATION CHECKLIST

ITEM	NOTES	✓
Three year's <b>barrelage details</b> for your pub (where available)		
The <b>price lists</b> you need		
A theoretical profit and loss account to compare to your business plan. It will include: <ul style="list-style-type: none"> <li>wet trade</li> <li>dry trade</li> <li>other income</li> <li>costs</li> </ul>	The costs breakdown will include: <ul style="list-style-type: none"> <li>wages</li> <li>utilities</li> <li>rates (we will quote the actual rates if we have this figure, or provide an estimate based on Fair Maintainable Trade)</li> <li>insurance</li> <li>repairs</li> <li>operational costs including entertainment</li> <li>marketing and promotions</li> <li>licensing costs (we hold the licence when a pub is let on a new agreement, but the annual renewal cost with the local authority will be re-charged to you – as will any costs involved in reviewing or varying the licence).</li> </ul>	
Information about <b>amusement machines</b>		
A <b>premises licence overview</b>	This will include any restrictions on the use of the premises	
Details of any <b>enforcement action</b> we know about, in the previous two years	We will also pass on any other relevant information involving statutory authorities	
<b>Buildings insurance</b> (see Section 3 of this guide for more information)		
<b>Land Registry Plan</b>		

ITEM	NOTES	✓
Any local changes we know about – including any Punch pubs we plan to develop		
Your <b>repair liabilities</b>	The 'schedule of condition' will include any insurance, stamp duty, legal and rating fees that come with them.	
An <b>inventory and valuation</b> of fixtures and fittings, completed by a recognised licensed trade valuation company	You have the option of paying for your own valuation – our valuer and yours will need to agree a value between them. If they can't agree, their professional body will arbitrate.	
We will provide you with further information – all of which is detailed in Schedule 1 of the Pubs Code		

### THE PUBS CODE

The Pubs Code, introduced in 2016, governs our relationship with you as Publican, and us as landlord. We promise to comply with these regulations and always to treat you fairly and lawfully. It is important for you to understand the rights and protections you have under the code.

You will find the Pubs Code etc. Regulations 2016 here:  
[www.legislation.gov.uk](http://www.legislation.gov.uk)

### FIND OUT MORE

For more information at this early stage, talk to your OM.

# SIGNING YOUR AGREEMENT

As signing day approaches, a number of final legal and regulatory formalities will need to be completed.

## BEFORE YOU SIGN - CHECKLIST

ITEM	NOTES	✓
You need to complete the Punch Foundation week course - including passing the BIIAB Level II professional qualification or the National/Scottish Certificate in Licensed Retailing		
You need a <b>personal licence</b> or have a suitable <b>designated premises supervisor</b> to operate our pub	If you don't have a licence, we can recommend a training company.	
We need <b>proof of your ID</b> and the <b>funding</b> for the business		
We will carry out a <b>credit check</b> with your consent	We will use the results to decide the credit terms of your agreement. If the results don't reach a certain standard it may not be possible to proceed.	
If you're taking on the agreement in the name of a limited company, we require <b>two guarantors</b>		
We'll give you a Heads of Terms document - outlining the obligations you will have as part of the agreement (it's not a legally binding document)		
We'll give you a <b>full copy</b> of the agreement to read in your own time, before signing		
We'll give you a <b>schedule of condition</b> of the building, but we strongly recommend getting your own survey done - remember, you will have repair responsibilities from day one		

ITEM	NOTES	✓
We'll give you a detailed <b>financial breakdown</b> of the money we need from you before the agreement completes. This will cover: <ul style="list-style-type: none"> <li>the deposit</li> <li>fixtures and fittings</li> <li>legal fees (if you're responsible for paying our fees)</li> </ul>		
You'll pay for the remaining <b>saleable stock and glassware</b> on the day you enter your pub	Your OM will give you a rough estimate - the exact amount will be fixed on the day.	
If you're taking on a lease, you pay <b>stamp duty land tax</b> - your solicitor will tell you the cost		
You'll need professional advice about the costs of meeting your <b>statutory obligations</b> as you take on the business	This could include TUPE ('transfer of undertakings' - where you are taking on existing staff), registering for VAT, machine gaming duty, PPL and PPS music licences.	

With all these items in place, you can move to complete. You sign the documents, get them witnessed correctly and return them to our solicitors. Then it's a question of paying the agreed amount in full.

### If we're investing in your pub

When the work is complete, we will issue you with an updated schedule of condition. Both parties need to sign the schedule and agree the maintenance standards set out. If we can't agree, we'll pass the details on to an independent RICS surveyor that we're both happy with. They will formalise a schedule for us both and we will share the cost of the surveyor's work with you.

# UNDERSTANDING YOUR AGREEMENT

Your tenancy or lease agreement sets out the legal basis for your relationship with Punch.

Over time, our agreements have evolved to improve the relationship we have with our Publicans and to respond to changes in the pub lettings market. This means that Punch Publicans currently hold a variety of agreements with us, depending on when they first joined us.

Our publicity leaflets explain the main features of your agreement and your OM will always be happy to discuss your specific agreement with you. But there's no substitute for getting professional legal advice.

The table below compares the main features of our standard tenancy agreements (our preferred option) and our current lease agreements.

## FEATURES OF THE AGREEMENTS CURRENTLY IN FORCE

	TENANCY AGREEMENT	LEASEHOLD AGREEMENT
How long it runs	3/5 years	10 years
Who is responsible for repairs and upkeep	We share responsibility. Your OM will explain this at your interview.  Both parties sign a schedule of condition setting out the current condition of the property, the state you must keep it in and the state it must be in when you return it to us. <b>For more details, see 'Your repair responsibilities' in Section 3.</b>	You are fully responsible for repairs and upkeep.  Both parties sign a schedule of condition setting out the current condition of the property, the state you must keep it in and the state it must be in when you return it to us. <b>For more details, see 'Your repair responsibilities' in Section 3.</b>
Is there a repairs fund?	Yes. We will require you to make weekly payments to build up a repairs fund for your pub. You will be able to draw on the fund when you need to pay for maintenance items.	

	TENANCY AGREEMENT	LEASEHOLD AGREEMENT
Can you sell your agreement to someone else?	No	Yes. After two years, you can sell on your lease. <b>See 'Selling your lease' in Section 3.</b>
Is there a 'cooling off' period when you can end the agreement?	Yes. There is a 208-day 'cooling off' period. To end the agreement you must give us 28 days' notice by day 180. However, we may ask you to give up this right if we're spending a lot of money upgrading your pub.	
Can you end the agreement after the cooling off period?	Yes. You can end the agreement at any time after the cooling off period – but you have to give us six months' notice.	There is no built-in notice period in your lease that would allow you to end the agreement after the cooling off period – but you can sell on your lease (see above).
Do I have a legal right to renew my agreement?	These agreements do not include the legal right to renew.  We will ask you to sign a statutory declaration with an independent solicitor, to show that you have read and understood that this right will not apply.  Although you don't have a legal right of renewal, Publicans do successfully negotiate a new agreement with us ( <b>see 'Renewing your agreement' in Section 3</b> ).	Part II of the Landlord and Tenant Act 1954 gives you rights around the renewal of your lease. You will need independent legal advice to understand these terms fully ( <b>see 'Renewing your agreement' in Section 3</b> ).
Is this a 'tied' agreement?	Yes. Your agreement sets out that you must buy certain products and services from Punch. In return, we give you a lower rent and specialised services.	

### FIND OUT MORE

Your OM will be happy to answer any questions you might have about your agreement. However, for accurate or detailed information, please refer to your agreement or speak to your solicitor.



## SECTION 2

# SERVICES FOR PUNCH PUBLICANS

As a Punch Publican, you're part of our family of more than 1,250 tenants and leaseholders, all with a passion for pubs, and all benefitting from Punch's award-winning package of support.

When it comes to training and support, we like to look after you, our Publicans, as our guests. As valued members of the Punch family, we'll always give you a warm welcome and you'll be nurtured throughout your journey with us.

We offer a huge range of training and support, from the five-day Punch Progress training programme at our industry-leading facilities to all the marketing support available through our Campaigns and Sports Clubs.

Section 2 of this guide introduces you to:

- The role of your OM
- Punch Progress training at The Academy
- Punch Buying Club
- Drinks Dispense
- Machine and vending services
- Billing service
- Financial support service
- Business rating service
- Repairs and maintenance service
- Investment service
- Sales and marketing service
- Customer satisfaction service

# THE ROLE OF YOUR OM

Each and every Punch Publican has a dedicated Operations Manager (OM) to provide guidance, support in developing your business and a friendly ear to discuss any challenges or concerns you may have.

Your OM will:

- Act as your main point of contact with Punch
- Help you to develop your business, and
- Make sure you're on track to meet the terms of your contract

Our OMs are experienced, fully trained and hold (or are working towards) industry-recognised qualifications in hospitality management. And they'll take part in all the courses we offer you as part of their own development. Every year, we provide details of our OMs' training to BIIBAS.

## YOUR OM CAN SUPPORT YOU BY:

Getting started (see also Section 1)
Investing and development (see also 'Investment service' in this section)
Product range, product mix and pricing recommendations for your pub (see also 'Punch supply service' in this section)
Legislative and statutory obligations, including licensing
Training and development plans for you and your employees (see also 'The Punch Progress training service' in this section)
Business controls to enhance the profitability of your business
Developing marketing and promotional plans (see also 'Sales and marketing' in this section)
Evaluating the financial status of your business and help with planning cash flow

You'll have regular business development meetings with your OM. To make the most of these they'll take notes and agree future actions, timescales and responsibilities with you, as well as share a copy of these notes with you.

They'll also make property checks, including regular cellar visits and occasional accommodation visits, to help you maintain a high level of quality and ensure compliance with purchasing and property maintenance obligations.

From time to time, we may need to change your OM, but we'll try to keep disruption to a minimum. And if you're ever unhappy with the service you receive (although we hope this will never happen!), you can talk to their line manager, the Operations Director (please see also 'customer satisfaction service' in this section, which includes our complaints procedure).

## THE PUNCH TEAM WHO ARE HERE TO SUPPORT YOU

There are plenty of other specialists on hand to support you with your pub business, including:

- our **Operations Support Managers** who will help you launch your business
- our **Property Manager**, who provides expertise on our properties, investments, repairs & maintenance
- our RICS-qualified **Commercial Estates Managers**, who are responsible for assessing and negotiating rent levels for your pub and other general estates management queries, and
- our **Territory Dispense Managers**, who are responsible for tie compliance in their area and who will also advise on beer quality, serve and best practice in the cellar.

## FIND OUT MORE

Your OM will be happy to help with any queries at this early stage.

# THE PUNCH PROGRESS TRAINING SERVICE

We welcome new Publicans with open arms and our Punch Progress five-day training programme at our industry-leading facilities in Burton ensures you're completely up-to-speed before getting started in your pub.

You're then given continuous support through a range of packages.

Punch Progress is delivered in three key stages:

- before you enter your pub ('set-up, preparation and planning')
- as you launch your new business ('support and business launch')
- throughout your time with Punch ('set for success and growth')

## THE FOUNDATION PROGRAMME

Our free one-week Foundation programme welcomes you to your Punch pub, gives you pre-entry training and access to industry qualifications. It also supports the development of your business plan.

## PROGRESS WITH PUNCH

WHEN	DURATION	TRAINING
Before you enter your pub	Five days (Monday to Friday)	<p><b>Training</b></p> <p>A week at a Punch pub, showing how we will work with and support you. We will take you through the core essentials of running and launching a profitable pub, including:</p> <ul style="list-style-type: none"> <li>• cellar and bar management</li> <li>• retail standards and offer</li> <li>• winning marketing and merchandising</li> <li>• managing and developing your team</li> <li>• finance and stock management</li> <li>• two e-learning modules - Food Safety Level 2 and Health &amp; Safety Level 2, and</li> <li>• helping you to achieve the relevant BIIAB Level 2 professional qualifications – the Award in Beer and Cellar Quality (ABCQ) and the Award in Licensed Hospitality Operations (ALHO).</li> </ul> <p><b>You must pass both the ABCQ and the ALHO before you sign your agreement with Punch.</b></p> <p>We will update you on legislation, to ensure your business is protected.</p> <p>We will offer you your first year's membership of either the British Institute of Innkeeping (BII) or the Federation of Licensed Victuallers Association (FLVA), free of charge.</p>
Within two-five weeks in your pub	Three to four hours	<p><b>Advanced cellar excellence</b></p> <p>A two-hour session delivered at your pub, to give you the practical skills to enable you and your staff to deliver to your customers the very best in product quality, 'perfect pour' and retail standards – all tailored to your specific cellar and bar.</p>
First six months		<p><b>Business development meetings</b></p> <p>To support you with your business launch and in your critical first six months, you will benefit from regular, one-to-one development meetings with your Punch Training &amp; Development Manager. They will build on your learning and help you implement your short-term and long-term plans.</p>

## SUPPORTING YOU THROUGHOUT YOUR JOURNEY

As a Punch Publican, we'll make sure you're fully equipped throughout your journey with us, through our vast range of support, from hands-on training to innovative online courses.

## SET FOR SUCCESS

### ONLINE COURSES

Our online support includes thousands of interactive courses, covering everything from bartending and customer service to wine training and creating cocktails.

Each one allows you to learn at your own pace and they're also available via our app, making all this invaluable guidance accessible inside your pub at the touch of a button. You can work through them in your own time, sit an exam with immediate results and (all being well!) download your pass certificate right away.

Our legislative courses - including food safety, health and safety, and licensing - are endorsed by the Institute of Hospitality and accredited by the National Skills Academy and Pro Skills. They've also been mapped against National Occupational Standards, ensuring you meet all your legal requirements.

### BEST-IN-CLASS REGIONAL WORKSHOPS

These bite-sized workshops are held all over the UK and give you the chance to step away from your own bar and take a look at your business from a different perspective.

They're here to help you grow your business by keeping you up to date with the latest ideas and innovations. They're also a great opportunity to meet other Publicans and talk through specific support with your OM and the specialist trainers.

### APPRENTICESHIPS

You can also apply to offer a government-funded Punch Apprenticeship to an eligible person aged 16-64. They can't be in full time education and you'll need to offer support, mentoring and supervision.

For 16-24 year olds you can apply for assistance of £1,500 to help with the cost of recruiting your first apprentices - terms and conditions apply. To find out more, please contact the Punch Progress Team.

### THE ACADEMY

The Academy is a state-of-the-art training space with two fully working bars and a live cellar so you can learn in the classroom and in the pub at the same time.

Our Punch Progress training takes place at these facilities and our epic product development kitchen has seen our Publicans and chefs take part in hundreds of real time training sessions.

## ADDITIONAL TRAINING AND QUALIFICATIONS

Your OM will be able to let you know about the essential training and qualifications you need. Here's a list of courses you might want to consider:

BIIAB Level 2 Award for Music Promoters (AMP)

BIIAB Level 2 Award in Licensed Retailing (ALR)

BIIAB Level 2 Award for Personal Licence Holders (APLH)

BIIAB Level 2 Award in Drugs Awareness for Licensed Hospitality Staff

BIIAB Level 2 Award in Conflict Management for Licensed Premises Staff

We'd hope you'll find your training useful, so to make the most of it, we recommend you:

- check out the content first to make sure it meets your needs
- raise any questions or concerns with your OM
- use any feedback you get in your future business plans, and
- write action-based plans following each training session and use them in your business development meetings so your OM can support you in implementing them.

Your Operations Support Manager and OM will let you know about any other training or seminar events that could benefit you, your employees and your business.

We'll also provide you with reference materials on all aspects of your training, and updates will be available on the Punch website and the Buying Club site.

### FIND OUT MORE

Email [punchprogressteam@punchpubs.com](mailto:punchprogressteam@punchpubs.com) or call the Punch Progress Team via the Business Support Team on **01283 502222**.

# PUNCH SUPPLY SERVICES

We pride ourselves on providing excellent supply services to keep your business well-stocked, with the right products at the right price, and a simple and convenient ordering process.

To get the items to your pub, we provide you with efficient delivery options to suit your business.

Our Distribution Team runs a dedicated helpline to deal with all your queries about your drinks supply and to get your feedback about our service.

## PRODUCT RANGE & PRICING

When it comes to your drinks portfolio, we offer a wide range of options - including specialised and regional products as well as leading brands.

As your business grows, you may be able to join our Rotational Cask Programme, which provides regional cask ales on a regular rotation.

We have different price bands for our tied products and so the amount you pay for your drinks will depend on the type of agreement you have with us.

Our special offers give you access to a range of deals through the Punch Buying Club.

We want you to value our online customer sales service, so we offer very competitive prices on our non-tied products.

## WHAT WE CHARGE

We have different price bands for our tied products and the amount you pay will depend on the type of agreement you have with us.

We provide special offers and give you access to other deals through our website and roadshows.

We want you to value our online customer sales service so we offer competitive prices on our non-tied products.

## PRICE CHANGES

When brand owners raise their prices (i.e. raise the prices they charge Punch) we are allowed to pass on this cost. We will always give you seven days' notice of any price change.

We will also pass on Government rises or reductions in alcohol duty. We recommend that you change your retail prices to take them into account.

## PLACING YOUR ORDER

You can place your order in two ways.

## THE PUNCH BUYING CLUB

We recommend using the Punch Buying Club, which is our fast and efficient, mobile-friendly one-stop resource.

You can place your orders online at the best time to suit you, access paperless billing, dispense data, a whole raft of downloadable compliance, training and marketing material as well as up-to-date industry trends and news articles.

Register online at <http://www.punchbuyingclub.com> **www.punchbuyingclub.com** (you'll need your customer account number to hand when registering). Our Business Support Team will then call you back within 48 hours to check your details and offer to help you navigate your way around the website. Once you've placed your order, you can log back in at any time before the cut-off time to make further changes.

## ORDERING BY PHONE

If you have problems ordering online, you can order by phone instead. Either we'll call you two working days before your delivery to take your order, or you can phone the Business Support Team on 01283 502 222 on any weekday (you'll need your customer account number and address to hand).

## HOW WE DELIVER

We'll give you a regular drinks delivery day, on a weekday, to deliver your order and collect your empty containers.

Orders are delivered on a 48-hour lead time, excluding weekends. So, for example, if your scheduled delivery day is a Wednesday, we'll need to have received your order by 2.30pm on the previous Monday. If it's a Monday, we'll need your order by 2.30pm on the previous Thursday.

On your scheduled delivery day, you'll be allocated a four-hour time window in which you can expect your delivery to be made.

Please be aware that your time window may need to be changed if it clashes with health and safety or legal access rules. This window will only apply to your scheduled delivery day and, unfortunately, we can't apply it to any additional deliveries you arrange outside of your normal delivery day.

Please be aware that your time window may need to be changed if it clashes with Health and Safety or legal access rules. It will only apply to your scheduled delivery day and, unfortunately, we can't apply it to any additional deliveries you arrange outside of your normal delivery day.

Such additional deliveries are operated on an 'any time' basis being delivered between 6am and 6pm and will either be made by a dray crew (delivering to you cellar) or courier (delivering to the kerbside only).

# HOW WE DELIVER: OUR PROMISE

## UNSCHEDULED DELIVERIES

If your stocks unexpectedly run low, you can ask for an unscheduled or emergency delivery.

Unscheduled or 'off-day' deliveries also operate on a 48-hour (day one for day three), weekday-only basis i.e. we'll need to receive your order by 2.30pm on day one for delivery between 6am and 6pm on day three.

Unscheduled deliveries may be made by courier and therefore will be delivered to the kerbside rather than the cellar.

## EMERGENCY DELIVERIES

Outside of this 48-hour service, should you require an emergency delivery, please call our Business Support Team on **01283 502 222** and they will be able to advise you on the availability of this service.

Emergency deliveries can only be made on a weekday, with the cut-off time being 10am.

As the lead time is reduced for emergency orders, there is a restricted product range available for 'next-day' deliveries and further restrictions (key lines only) for 'same-day' deliveries. The Business Support Team will be able to let you know about availability based on your order. Only key lines are available when using this service, which will be detailed to you when ordering, whether via PBC or on the phone to Business Support.

Emergency deliveries are likely to be made by courier and therefore will be delivered to the kerbside rather than the cellar.

## COLLECTING YOUR DELIVERY

If you'd like to collect your order, you can do so between 10am and 3pm on a weekday. Only key lines are available when using this service, which will be detailed to you when ordering, whether via PBC or on the phone to Business Support.

The order cut-off time is 10am whether it be for 48-hour, next-day or same-day collection.

Please allow at least three hours before collecting your items. If you have to pay before your order is released, then please allow three hours after you have paid.

The person making the collection should bring ID proving that they are over 18 years old, and your vehicle will need to be suitable to enter the depot and collect the delivery - or you may be denied access.

You'll need to be able to load your vehicle and sign to say the order is correct (or that discrepancies have been recorded accurately). Please note that, while we will be able to investigate any errors after this point, if the investigation is in conclusive then we will be unable to give you credit for mistakes after this point.

## ON DELIVERY DAY

The delivery crew will unload your order into your cellar. In exceptional circumstances, you may get a delivery via a courier.

Please give clear access to your pub and cellar. Please also check that the delivery matches the information displayed on the Smartpod device and that containers are sealed, undamaged and not past their minimum shelf life. If there are any such problems, please return the goods with the crew so that you aren't invoiced for them.

The crew will have instructions to sign and enter the time of your delivery. You (or an authorised person) will also need to sign to confirm the delivery is correct or that any discrepancies have been accurately recorded. Again, please note that we are unlikely to give you credit for mistakes after this point.

## DELIVERY TIMES AND CHARGES

	DELIVERY DAY	DELIVERY CHARGE
Standard Punch Buying Club or telephone order placed by 2.30pm on scheduled order day (day 1)	Within agreed 4-hour time window on scheduled delivery day (day 3)	Free
Unscheduled 48-hour delivery, order by 2.30pm (day 1 for day 3)	Delivered between 6am and 6pm on day 3	£64.69 +VAT
Emergency next-day delivery, order by 10am (day 1 for day 2)	Delivered between 6am and 6pm on day 2	£134.76 inc VAT
Emergency same-day delivery, order by 10am	Delivered after midday on the same day	£134.76 inc VAT

We reserve the right to amend these charges to take into account renegotiated terms with our suppliers, inflation and exceptional fuel increases. If you pay by debit or credit card, or using cash, then your payment needs to be made and authorised before the cut-off time.

### **DELIVERIES THAT ARE REFUSED OR NOT ACCEPTED**

If there's no-one on site to accept your delivery, or you're unable to take the delivery, then it will be re-delivered within the next 48 hours (excluding weekends).

If this happens, we will need to charge for it, unless the attempted delivery was outside your agreed time.

### **EMPTY CONTAINERS**

The delivery crew will remove as many empty containers as they deliver full ones.

If you have more than 20 extra containers, please call the **Business Support Team** on **01283 502 222** and select the correct telephone option. Let the advisor know the number and size of containers, so they can arrange for a collection within the next five working days.

We don't collect containers that were not delivered by us, so if you do send back other containers, we will recharge you the cost of collection.

### **DELIVERY SHORTFALLS**

We aim to complete all deliveries on time and in full, but if we fail to make your full delivery, we will make sure you get a new delivery as soon as possible within the next 48 hours (excluding weekends) – or as soon as the missing product is back in stock.

We have specific arrangements in place with Marston's to recover as much Keg and Cask product as we are able, where there is stock within the network within 24 hours, or prior to any weekend trading, if required.

### **PRODUCT LIFE QUERIES**

Information can be located on the Punch Buying Club or alternately you can call Business Support on **01283 502 222**.

### **ULLAGE CLAIMS**

If you make your claim through the Punch Buying Club, Marston's will contact you between 6am and 6pm to arrange for the collection.

If you make your claim through the Punch Buying Club, an advisor from the Distribution Helpdesk will contact you between 6am and 6pm to arrange for the collection.

In both cases, the collection will be made within 10 working days. The crew will attach a collection tag to the containers and return them to the right depot, where they will be inspected. If appropriate, you will then have a credit passed to your account.

#### **FIND OUT MORE**

For more information about supplies and deliveries, call the Business Support Team on **01283 502222** and choose the appropriate option.

# TECHNICAL BEER SERVICES

Most technical beer services are provided by the brand owner, but sometimes you need to contact us first.

## WHO HANDLES WHAT

SERVICE NEEDED	WHO PROVIDES THE SERVICE
Technical support on a particular beer brand or point-of-dispense for a particular brand	<p>The brand owner</p> <p>Brand owners' helpdesks are usually staffed between 8am and 8pm, every day except Christmas Day. You will be given a target response time and a log number so that you can track progress.</p> <p>For a list of the brands provided by each brand owner, contact the Business Support Team.</p>
General dispense problem - for example, a line cooling failure	<p>Your principal brewer</p> <p>We will update you if your principal brewer changes. For more information, get in touch with the Business Support Team.</p>
Cask ale/beer engine support	<p>Your principal brewer</p>
Punch lease Publicans: Setting up and maintaining free-of-tie lines	<p>If you have a 'free-of-tie' provision in your old-style Punch lease, and you wish to use it, please contact your OM.</p> <p>Identify which hand pull you will use for your locally sourced cask ale, so your OM can put a 'Publican' sticker on it.</p> <p>We will charge you £30 per quarter per hand pull for maintenance.</p>

SERVICE NEEDED	WHO PROVIDES THE SERVICE
Changing your draught products	<p>Contact your OM to discuss the brands available. Do not remove or change any brand owner dispense equipment, without getting our approval first - this includes equipment for any free-of-tie cask ales.</p> <p>If we agree to the change, we will contact the brand owner with a completed 'Request for work' form.</p> <p>The brand owner will decide whether to make the change free of charge (based on whether they think it is financially viable for them), or you can opt to pay for installation yourself.</p> <p>We can opt to pass on the installation cost, if you made changes recently.</p> <p>The brewer responsible for your new equipment will contact you within 10 working days to agree an installation date (or 15 days in the case of soft drinks).</p>

## TECHNICAL VISITS

Most brand owners provide technical visits from 8am to 8pm. They provide a service every day of the year - but it may be emergency cover only on Christmas Day.

If your problem's an emergency, you will be given an estimated time of arrival. Otherwise, your technician will come on a particular day and try to deal with all the outstanding issues with their brands.

You will be asked to sign to say all the work has been completed to the required standard.

Please note that brand owners don't offer credit for product lost during the commissioning of a new installation. Losses at other times - whether witnessed or not - are at the brand owner's discretion.

### FIND OUT MORE

For more details, call your brand owner, your OM, or the Business Support Team on 01283 502222. Our Technical Services Team (also available via the Business Support Team) oversee the performance of brand owners and can also provide you with advice on product dispense and quality.



# MACHINE AND VENDING SERVICES

When you take on your pub, you can decide whether or not to have amusement-with-prizes machines, pool tables and juke boxes. They can be an important source of income, and your OM will be able to discuss this with you.

Machines are supplied by Punch and profits shared after deducting expenses such as gaming duty, legislative costs, suppliers' fees and an admin charge. Through our partnerships with major machine suppliers, we'll provide you with a fully serviced supply of good quality machines. You'll have comprehensive cover and swift support if machines break down.

We'll encourage you to make sure your machines contain enough coins in the hopper to attract game players and will arrange to collect the income at regular intervals.

**FIND OUT MORE**

To find out more, speak to your OM.

# BILLING SERVICE

We provide a simple and efficient system for:

- collecting your property rent and charges, and
- taking payments for the goods and services you order from us.

To keep things simple, we combine your property charges and purchases, so that both are due on the same day.

Before you take over your pub, your OM will discuss your payment terms and the possibility of a credit facility. Your terms will reflect the level of your deposit and whether you own all or part of your fixtures and fittings.

Your Credit Assistant will contact you within five working days of launch, to confirm your credit terms and explain how your account will operate.

Our preferred terms are weekly by direct debit. We will normally take your payment on Tuesday, a week in arrears. For your accounts, we will send you regular statements and VAT invoices, as set out in your agreed trading terms.

Your payments will be allocated to your account against the invoices raised during the previous seven days. In order of priority, we will set your payment against:

- goods (drinks) invoices
- rent invoices, and
- any other invoices.

## WHAT TO DO IF YOU'RE STRUGGLING TO PAY

If you're having problems settling your account, please call your Credit Assistant to discuss your options. If your direct debit fails to go through, we will charge a returned payment fee. This is currently £25 + VAT, but we may need to raise it at a later date.

## CASH WITH ORDER ACCOUNTS

We may decide we need to operate your account on a 'cash with order' basis. This means paying upfront for your deliveries.

After placing your order in the normal way, either online or via the Business Support Team, you'll be notified how much to pay that week. The total will include the order you have placed, the week's property charge, any order charges and any amount you have agreed to repay to clear previous arrears.

You can opt to pay:

- online by debit or credit card
- via the Business Support Team by debit or credit card
- directly into Barclays Bank in cash, using the paying-in book provided by your Credit Assistant.

If you pay by debit card, we won't charge you any extra.

We will pass on a handling fee (currently 2%) if you pay by credit card.

As it costs us more to administer cash paid directly into our bank account, we charge an administration fee, which is currently £25 + VAT for each order paid in this way.

If we offer you credit terms, but you prefer to run a cash with order account, we reserve the right to charge a fee per order, which is currently £25 + VAT.

## NON-PAYMENT

If you don't keep to your agreed payment arrangements, we reserve the right to take legal action. This could include instructing bailiffs to recover any money you owe us.

### FIND OUT MORE

For more details, call your Credit Assistant via the Business Support Team on **01283 502222**.

# FINANCIAL SUPPORT SERVICE

If you're experiencing difficulties that are outside your control, we may be able to offer you a financial support package. It would always be temporary and your OM would regularly review its effectiveness with you and discuss with you when to bring it to an end.

To find out more about accessing this service, contact your OM to arrange a business assessment meeting. They will need to see your monthly or annual accounts, stocktake reports and other documents you feel relevant.

The business assessment will look at your:

- financial performance
- business controls
- sales
- marketing plan
- relevant customer offer, and
- retail standards.

Your OM will give you advice and support to help you make improvements and sort out your immediate problems. This could include agreeing that you should end your agreement early.

(See 'Terminating or surrendering your agreement' in Section 3.)

Before offering support, we may first ask for a financial assessment or recommendation from your accountant, to advise on the steps we both need to take for you to continue with your agreement. If you don't have an accountant, an accountant from our Pubwise Panel can provide this assessment for a set fee (around £250). The cost would be invoiced to your trade account.

Your accountant's assessment should include:

- your personal commitments and debt
- an assessment of the viability of the business
- clear recommendations
- self-help opportunities, and
- advice and potential solutions.

If extra support seems appropriate, your OM will propose how we could support you.

Our terms would include any agreed action plan, and a timescale for the support. Once Punch gives the go-ahead, you will need to sign our confirmation letter and return it to us, so that the support can start.

## FIND OUT MORE

For more details, call your OM.

See also: 'Business rating service' in this section, which can help reduce your tax burden.

# BUSINESS RATING SERVICE

To keep your business rates as low as possible, we provide a rating service for all our Publicans. As part of your agreement, you pay a fee, fixed for five years, for this service. The fee is currently £50 per year, but we may need to put it up at a later date.

To access the service call the Business Support Team on 01283 502222 and ask for the contact details for the rating surveyor who covers your area.

The rating surveyor will:

- investigate the latest rating assessment for your pub and lodge an appeal for you if appropriate
- inspect your pub and discuss with you the trading information required to fight the appeal
- value your pub for rating purposes and negotiate a reduction if the assessment is too high
- tell you the outcome of the negotiations and any savings made
- give advice on all rating matters, including Transitional Relief and special schemes for small businesses and rural pubs, and
- make further appeals if there are any physical changes in the locality.

To decide whether an appeal would be successful, you will need to provide all available trading information and authorise the rating surveyor to take forward any appeal on your behalf.

They will always act in the strictest confidence and will not pass on the details to Punch in any circumstances.

## FIND OUT MORE

For more details, call the Business Support Team on **01283 502222**.

# REPAIRS AND MAINTENANCE SERVICE

To help you provide your customers with the best quality hospitality environment, we provide a reliable, prompt and good quality repairs service for the repairs that are Punch's responsibility.

We aim to get your repairs completed quickly, with target times ranging from four hours for an emergency, to three days for a less urgent request.

## ARE YOU COMPLIANT?

To protect your staff and customers, it's important to make sure your pub complies with statutory legislation.

Your individual agreement sets out who's responsible for carrying out and paying for any tests or remedial work. In some cases (for example, gas checks and electrical wiring), you may be responsible. Other areas may be our responsibility or a responsibility we share.

When something is Punch's responsibility, we will contact you to arrange an appointment for our approved contractors to call in. They will leave a copy of their report or test certificate at the pub for your records and provide us with a copy.

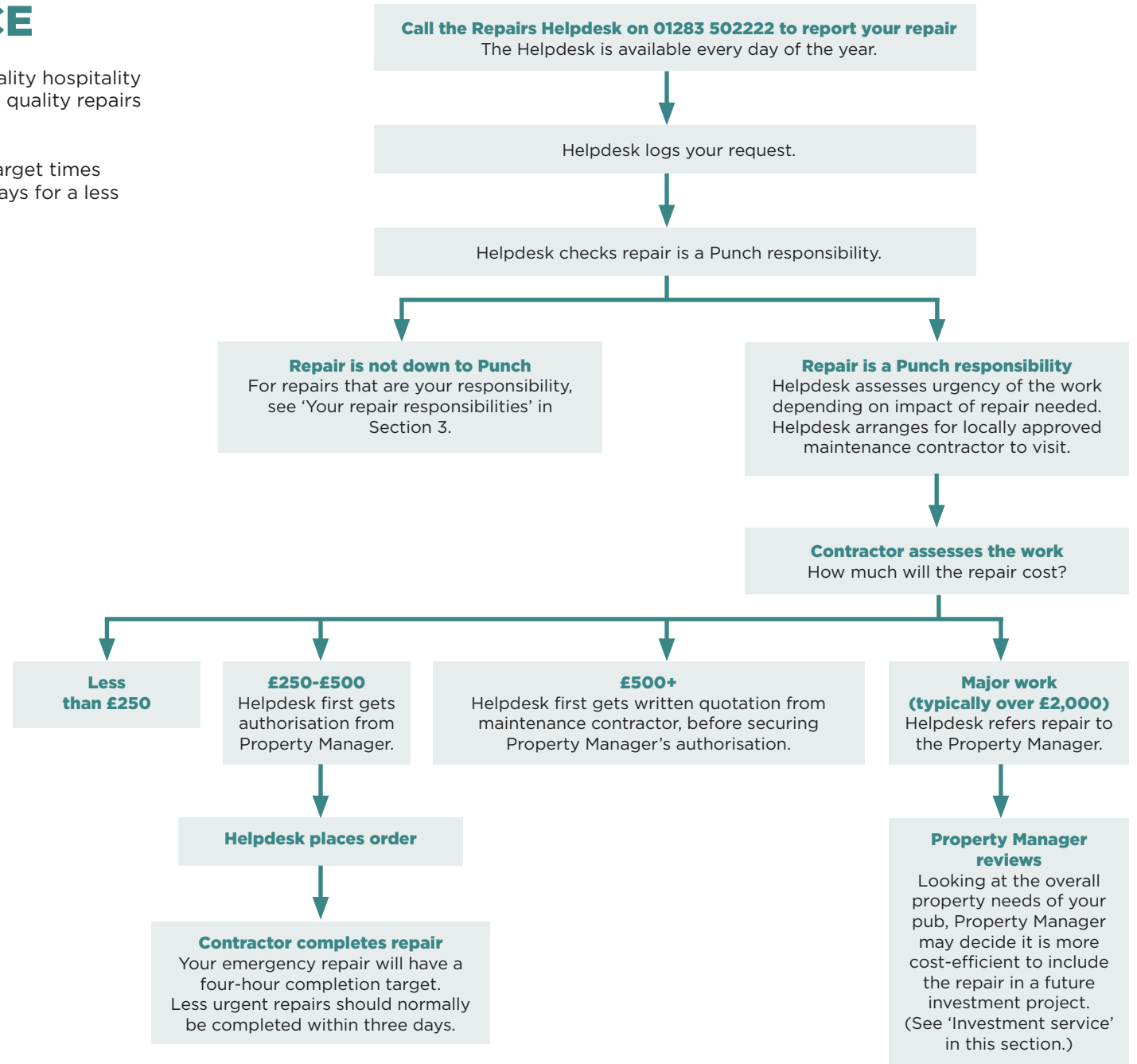
Any remedial works will be referred to our Property Manager. If the work is our responsibility, they will arrange to get it completed. If it is down to you, they will contact you to explain what you need to do and by when.

## FIND OUT MORE

For more details, call the Business Support Team on **01283 502222**.

For repairs that are your responsibility, see 'Your repair responsibilities' in Section 3.

## WHAT HAPPENS WHEN YOU REQUEST A REPAIR



# INVESTMENT SERVICE

You naturally want to provide the best possible environment for your customers and we want to help make your dreams a reality. By upgrading our pubs, we can unlock exciting possibilities for both Punch and our Publicans.

If you feel your pub is in need of a facelift, we may be able to plan and invest in the work with you. Alternatively, if you're willing to take on the risk, you have the option of upgrading your pub yourself.

Remember to make sure you get independent professional, legal and financial advice before beginning any investment.

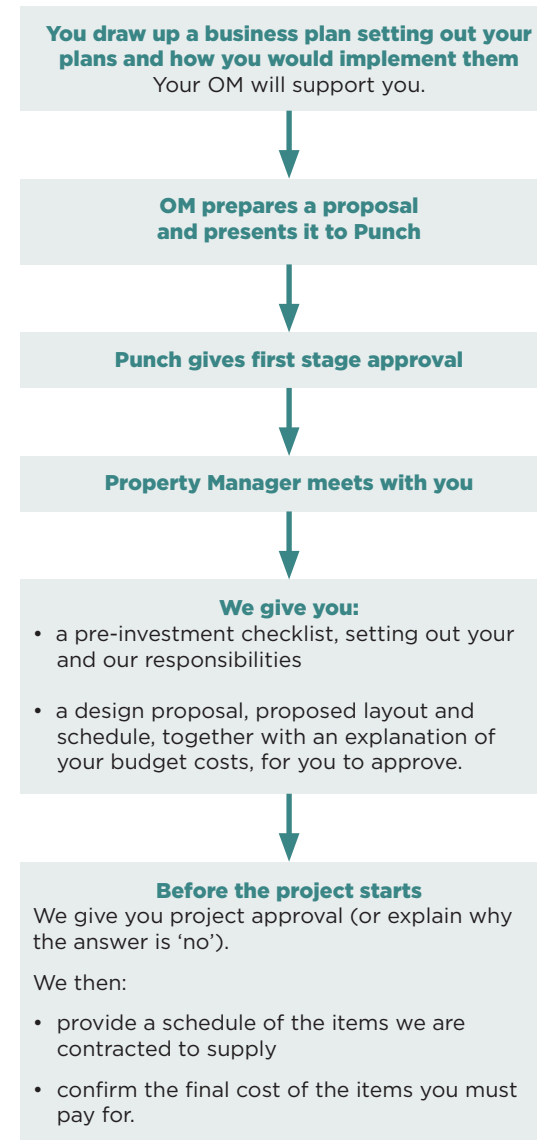
## INVESTING WITH PUNCH

Deciding to invest with Punch is a big decision. Your OM can talk you through the process and the financial commitment.

We'll start by using a projected profit and loss account for your pub, as we do in the rent agreement process, to negotiate a new post-refurbishment rent with you that would benefit both you and Punch.

When you're ready to go ahead, the process looks like this:

## 1. GETTING APPROVAL



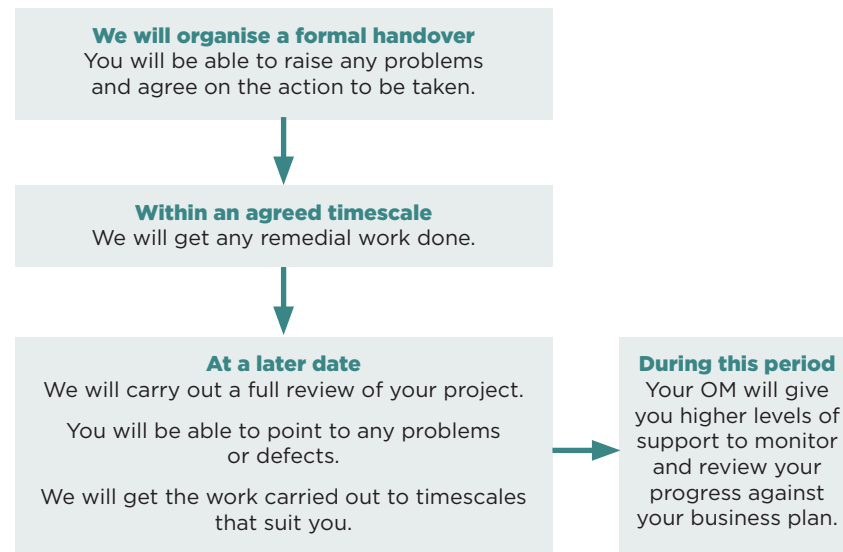
## 2. PLANNING THE WORK



## 3. DURING THE WORK



## 4. AT THE END OF YOUR PROJECT



## MAKING YOUR OWN INVESTMENT

If you decide to go it alone with an investment in your pub, we'll be as helpful as we can.

Don't forget, you'll be putting your own capital at risk if your business doesn't improve as much as you expect. For your own protection, we advise you to take professional advice first.

If you invest to improve the property yourself, then as part of any rent assessments, these will be disregarded, provided you have completed a Licence to Alter.

## WHAT HAPPENS NEXT

You'll need formal permission from Punch, in the form of a Licence to Alter, before you begin work (if you don't get a Licence to Alter, you will lose out because we will include your improvements when we next review your rent or renew your agreement).

With your application, we'll ask for:

- three full sets of working drawings, including structural calculations
- three copies of the specification, with a description of the works
- a copy of the local authority application for variation to the premises licence, or our assistance to vary the licence
  - a copy of the Fire Officer's comments and requirements
  - a copy of the Planning Approval Notice, if appropriate
  - a copy of the Listed Building Consent Approval Notice, if appropriate
  - a copy of the Building Regulations Approval
  - if we don't own the freehold in the pub, approval may be needed from your head landlord. Your OM will let you know if this applies.

Your agreement may also state that you have to pay any reasonable costs incurred by Punch while processing your application.

There is a possibility that Punch may decline your application (if we think your plans will threaten the future of your pub) or ask you to make your plans clearer before making a decision. If your application is declined, Punch has a legal obligation to give you reasonable explanations, and if you feel these reasons are not reasonable, you do have the option to take legal action.

Once the work is complete, it will be your responsibility to continue to maintain your pub, and your new investment in it, in line with your agreement.

## COMPENSATION

Please be aware that if you use your right to give us notice that you are ending your agreement early - or if you surrender your agreement early - we will not give you compensation for your investment. See 'Terminating or surrendering your agreement' in Section 3.

## FIND OUT MORE

For more details, speak to your OM, or call the Business Support Team on **01283 502222**.



# SALES AND MARKETING SERVICE

To help you promote your pub and maximise sales, our specialists provide all the sales and marketing tools you need, as well as lots of bright ideas for events and promotions.

## THE FINEST CASK SCHEME

Promote your beer sales by joining our Finest Cask membership scheme, which includes some great promotional materials.

Finest Cask is our rotational cask ale scheme. Members get access to a range of products every year from across the UK.

To join the scheme, your pub and business have to meet certain criteria. To find out more, please call the Business Support Team or speak to your OM, who will be happy to help.

## THE MARKETING TEAM OFFER

When you're ready to go ahead, you'll receive plenty of marketing materials that pack a serious punch, including:

- our bimonthly magazine, The Round, available in both digital and print and packed full of the latest macro issues, advice and support, and interviews with some of our epic Publicans
- promotional kits, with point-of-sale displays and giveaways for key seasonal events (St Patrick's Day or St George's Day, for example)
- point-of-sale displays to promote activities that go down particularly well in your pub – for example, watching sport.

## THE BUYING CLUB CREATIVE TEAM OFFER

Through The Punch Buying Club Creative Team you'll be able to:

- design and order your printed items, using hundreds of templates that can be tailored to your personal requirements
- make your own professional posters, flyers, vouchers and menus.

The service is easy to use and your printed materials will be delivered within 10 working days.

You'll also have the opportunity to create a bespoke, great value website for your pub through the service.

You can access our Creative Team on 01283 501 718, [creativeteam@punchpubs.com](mailto:creativeteam@punchpubs.com), by logging into the Punch Buying Club or speaking to your OM.

## 'HOW TO' GUIDES

Our range of special 'how to' guides and brochures, full of fresh, modern marketing ideas to help you:

- develop and promote events
- adapt to changes in your market.

You can download these useful guides from the Punch Buying Club website or ask the Business Support Team to send them to you.

## PUNCH BUYING CLUB - MARKET PLACE

The Market Place – accessed through the Punch Buying Club – is an online gateway to help you buy all the goods and services you need to run your pub.

You can buy front-of-house items, from branded glassware and staff clothing, to bar and cellar items, kitchen equipment and outdoor furniture and supplies. The Market Place also includes services and utilities.

### FIND OUT MORE

Please speak to your OM or call the Business Support Centre on 01283 502 222 for more information about the marketing support available.

You can access our Creative Team on 01283 501 718 or [creativeteam@punchpubs.com](mailto:creativeteam@punchpubs.com), through your OM, or by logging into the Punch Buying Club.

# CUSTOMER SATISFACTION SERVICE

As a Punch Publican, you're a valued member of the Punch family, and when we're delivering our services to you, we'll never forget that you're our customer.

And just as you welcome customers into your pub with good cheer, we're here to nurture you throughout our journey together. We take customer care as seriously as you do.

We'll always keep you well-informed and provide you with industry-leading professional services.

We promise to be open, honest and fair in our dealings with you. We hope it never happens but, if you aren't satisfied, we'll provide a fair and transparent complaints process.

## THE PUBS CODE

The Pubs Code, introduced in 2016, governs our relationship with you as Publican, and us as landlord. We promise to comply with these regulations and always to treat you fairly and lawfully. It's important for you to understand the rights and protections you have under the code.

You can find out more at <http://www.legislation.gov.uk> [www.legislation.gov.uk](http://www.legislation.gov.uk)

## REQUESTING INFORMATION

Our friendly and professional Business Support Team acts as a one-stop shop for all your queries.

The team can assist you with a range of enquiries, such as about equipment or repairs, deliveries, price lists or invoicing. We can also help you with using the Punch Buying Club and let you know about on the product range for your pub.

To access the Business Support Team, phone 01283 502 222 and select the most appropriate option for your query, or email [contactus@punchpubs.com](mailto:contactus@punchpubs.com), remembering to have your pub details to hand.

If the Business Support adviser can't give you an answer straight away, they'll log your query and give you a reference number. They'll also explain what happens next and give you an estimate for how long things will take.

Your adviser may need to pass your enquiry to one of our specialist departments to get the information or support you need. We will then follow through providing you with a full response

## MAKING A COMPLAINT

If you ever feel that Punch has failed to meet the high standards we set ourselves, we welcome discussing this with you in an open and honest way. You can take any concerns to your OM, Operations Director or the Business Support Team.

If you wish to make a complaint via the Business Support Team:

- email [contactus@punchpubs.com](mailto:contactus@punchpubs.com) with your name, pub name and complaint details, or
- phone the team on 01283 502 222. They'll take the details and give you a timescale for a response. Calls are currently charged at 4p per minute from a land line. From a mobile, your own local networking charges will apply.

The Business Support Team will acknowledge receipt of your complaint. They'll then raise it with the relevant department or individual, setting a timescale for resolution which they'll confirm with you. This timescale will vary depending on how complex your complaint is however, we will always endeavour to respond to you within five working days.

We promise to always carry out a full investigation and respond to your concerns in a professional and transparent manner.

## ABUSIVE BEHAVIOUR

Please be aware that we have a duty to protect our staff too. We won't tolerate aggressive or abusive behaviour towards any of our people and we reserve the right to end any phone call, pub visit or meeting that deteriorates to an unacceptable level.

## ESCALATING YOUR COMPLAINT

If you aren't happy with our response, or your complaint is very serious, you can opt to refer your complaint to your Operations Director or a member of the management board, including our Chief Executive. You can do this by:

- emailing [enquiries@punchpubs.com](mailto:enquiries@punchpubs.com), or
- writing to them c/o Punch Pubs & Co, Jubilee House, 2nd Avenue, Burton on Trent, DE14 2WF.

We'll normally respond within 10 working days of hearing from you. But if we need longer to investigate, we'll set a new timescale and let you know. This will be our final response.

## THE PUBS CODE ADJUDICATOR

If you still aren't happy, you can choose to take your complaint to the Pubs Code adjudicator and ask them to review it. The Pubs Code adjudicator will investigate disputes when they relate to the Pubs Code.

Alternatively, your agreement may also include the option to refer to independent arbitration.

## FIND OUT MORE

To contact Business Support, please call 01283 502 222 and select the most appropriate option for your query, or email [contactus@punchpubs.com](mailto:contactus@punchpubs.com)

You can contact the Pubs Code adjudicator at <http://www.gov.uk/government/organisations/pubs-code-adjudicator> or [www.gov.uk/government/organisations/pubs-code-adjudicator](http://www.gov.uk/government/organisations/pubs-code-adjudicator)

## SECTION 3

# LANDLORD AND PUBLICAN: RIGHTS AND RESPONSIBILITIES

Your agreement sets out the terms of your partnership with Punch.

Our aim is to have clear and fair agreements, so that we can concentrate on working together to build our partnership – bringing even greater benefits to both of us, and ultimately to your customers too.

We will honour our side of the agreement and treat you with respect.

In this section, we outline some of the key rights and responsibilities set out in our agreements.

We include:

- Rent reviews
- Buildings insurance
- Your repair responsibilities
- Your tie responsibilities
- Breach of contract
- Change of landlord
- Renewing your agreement or letting it expire
- Terminating or surrendering your agreement
- Selling your lease
- Appendix A: Tenant repair responsibilities
- Appendix B: Leaseholder repair responsibilities

# RENT REVIEWS

We review most of our rents every five years, in the fairest and most transparent way possible.

We follow the recognised open-market valuation methods established by the Royal Institution of Chartered Surveyors (RICS) to calculate your new rent. This means that your rent could go up or down.

All our new Punch agreements with rent reviews have 'up or down' rent clauses. If you have an old-style Punch agreement, we will not enforce an upwards-only clause. If you have such an agreement, you can remove it with a legal deed of variation at any time. Your OM can sort this out for you, but we will pass on our solicitors' costs.

Please note that some of our older agreements calculate rent changes using the Retail Price Index (RPI) as the measure of inflation. However, in line with Government changes, our newer agreements use the Consumer Price Index (CPI) to calculate inflation.

## THE RENT REVIEW PROCESS

We aim to carry out your rent review as fairly and transparently as possible at every stage of the process. We strongly recommend that you get independent professional advice to help you get a satisfactory result from your rent review.

## LETTER CONFIRMING REVIEW DATE

In plenty of time, before your rent review date, we will write to remind you it is coming up.

## FIRST MEETING

We will arrange a first meeting with you and your advisor.

We will clearly explain the process our qualified Regional Valuation Surveyor will use in calculating your new rent.

Our surveyor will use the open-market valuation methods devised by RICS (Royal Institution of Chartered Surveyors) and take into account any changes made by RICS to their guidance.

The surveyor will assess the level of profit a 'reasonably efficient' operator ought to be able to achieve at your pub after reasonable costs are deducted.

It means that the surveyor's assessment may differ from the actual performance of your pub. Your pub could be performing better or worse. Your rent can't be reduced because your pub isn't performing as well as might reasonably be expected. But, equally, if the 'business goodwill' you have generated means that your pub gets more trade than we might reasonably expect, we can't use your success to add to your rent.

When calculating your margins and gross profits for tied products, the surveyor will use the prices you actually pay for them. They will also use the actual business rates you pay for the rateable value (or make an estimate based on Fair Maintainable Trade).

They will also disregard the positive effects (another form of 'business goodwill') of any structural improvements you made to your pub at your own expense and with our consent. (See 'Investment service' in Section 2).

You will get the chance to bring up any information or developments you believe should be included as part of the review.

We will provide any further information requested by you or your advisors. If we can't provide something, we will explain why. We will also provide information to any third party brought in to make an alternative assessment. However, we may ask you and your advisors to sign confidentiality agreements before we release the information.

## SECOND MEETING

We will arrange a second meeting with you and your independent advisor, to discuss our rent proposal and how we arrived at the proposed figures.

We will provide you with a detailed copy of this assessment, and then negotiate with you to reach a final figure.

We promise to negotiate as constructively, considerately and politely as possible.

We should be able to agree after two or so structured meetings. We always aim to work with you on this. But if you can't agree with the member of management carrying out your review, you can use our complaints process to ask for your case to be considered by a more senior manager (see 'Customer satisfaction service' in Section 2).

Once we have all agreed the rent, we will ask you to sign a rent memorandum. A completed copy of this document will be provided for you to keep in a safe place with your agreement.

To find out more, contact your OM who can explain the rent review process to you in more detail.

## YOUR INDIVIDUAL AGREEMENT

Your agreement will have terms and conditions that are specific to you and your pub. So you should always read your individual agreement thoroughly, to be sure where you stand. You must always seek independent professional advice.

The Pubs Code introduced in 2016 gives Publicans with some agreements the right to ask to move to a 'market rent only' option, in place of their tie.

To consider this option, you will need to read the Pubs Code. For advice you can contact the British Institute of Innkeeping:

phone 01276 684449 email [membership@bii.org](mailto:membership@bii.org) visit [www.bii.org](http://www.bii.org)

You will also need to get guidance from professionally qualified advisors, who will explain:

- who can apply for this change and under which circumstances
- what the process would involve, and
- what might be the impact on your business.

# BUILDINGS INSURANCE

We provide buildings insurance as part of your agreement, to make sure your pub – our asset – is properly protected at the best possible terms.

You pay your buildings insurance at the same time as your rent.

## PRICE MATCHING

You are welcome to see if you can find equivalent cover for a lower price, and we will price match it.

**NEW PUBLICANS:** When we sign a Heads of Terms, we tell you the insurance premium and give you details about the level of cover we are providing, together with the claims excess. You can opt to try to price match your premium, to see if you can find equivalent cover for a lower price. We will give you eight weeks to do this from the date you sign your Heads of Terms.

**EXISTING PUBLICANS:** You have the option of price matching when your insurance comes up for annual renewal. We will send you a renewal letter at least three weeks before your renewal date. The letter will give you time to find an alternative quote. In practice, you have until eight weeks after your renewal date.

In all cases, we will only accept like-for-like price matches that come from a Publican – we won't reply to or liaise with insurance brokers or any other third party.

We can only consider your price match if you provide:

- a contract certain quote provided by an A-rated insurer
- the full insurance policy wording, with all extensions and exclusions, provided by an A-rated insurer, detailing their name and address
- both the quote and policy must be submitted on the insurer's headed paper.

If we agree that the quote meets an equivalent level of cover, we will reduce the cost of your premium to match the quote provided and repay you the difference. The reduction will only apply to the current insurance year.

## OTHER INSURANCE NEEDS

Don't forget, you're responsible for insuring every other area of your business. This includes:

- employers' liability (this is a statutory requirement)
- public liability
- contents – to include personal belongings in the living quarters
- cover for the money held in your amusement-with-prizes machines
- business interruption.

## FIND OUT MORE

To take advantage of the opportunity to price match your premium, email [risk@punchaverns.com](mailto:risk@punchaverns.com) for the pub's reinstatement value and claims history. Alternatively, you can phone the Business Support Team on 01283 502222, or email [contactus@punchpubs.com](mailto:contactus@punchpubs.com)

# YOUR REPAIR RESPONSIBILITIES

Your tenancy or lease agreement sets out which repairs are our responsibility and which are yours.

In Section 2 (see 'Repairs and maintenance service'), we explain how we meet our repair responsibilities and the level of service you can expect. In this section, we explain what we expect from you.

## ALL AGREEMENTS

As part of your agreement, we agree in writing:

- what you are responsible for
- the condition the pub must be in throughout the time you are our Publican, and
- the condition the pub must be in when you return it to us.

We strongly recommend that you get your own independent survey of the property before you make any legal commitment.

When you take over your pub, we provide:

- electrical and gas certificates
- an asbestos survey
- portable appliance tests (PAT)
- an energy performance certificate (EPC), and
- a fire risk assessment (FRA) of your premises, covering the structure and physical fire safety measures based on current use.

## REGULAR INSPECTIONS

As a responsible landlord, we have to make sure all our sites are safe, legal and compliant – whether we share responsibility with you, or where (which is the case in some of our older agreements) you take full responsibility for repairs and insurance.

We will carry out formal property inspections at particular times set out in your agreement. If we find work that needs doing and it's your responsibility, you will need to get it completed. We will discuss this with you in detail and tell you the options available.

## PUNCH TENANCY AGREEMENTS

If you hold a Punch Foundation Tenancy or another Punch five-year tenancy, you share repair and maintenance responsibilities with us. Your OM will give you a breakdown of responsibilities at your interview.

For new agreements as of June 2016, we will provide you with a schedule of condition, setting out the state of the building before you sign the agreement. If we are investing in the building with you, we will need to provide a new schedule of condition when the work is completed.

We will take a weekly charge from you to build up a repair fund that you can draw on later to maintain the property.

## PUNCH LEASE AGREEMENTS

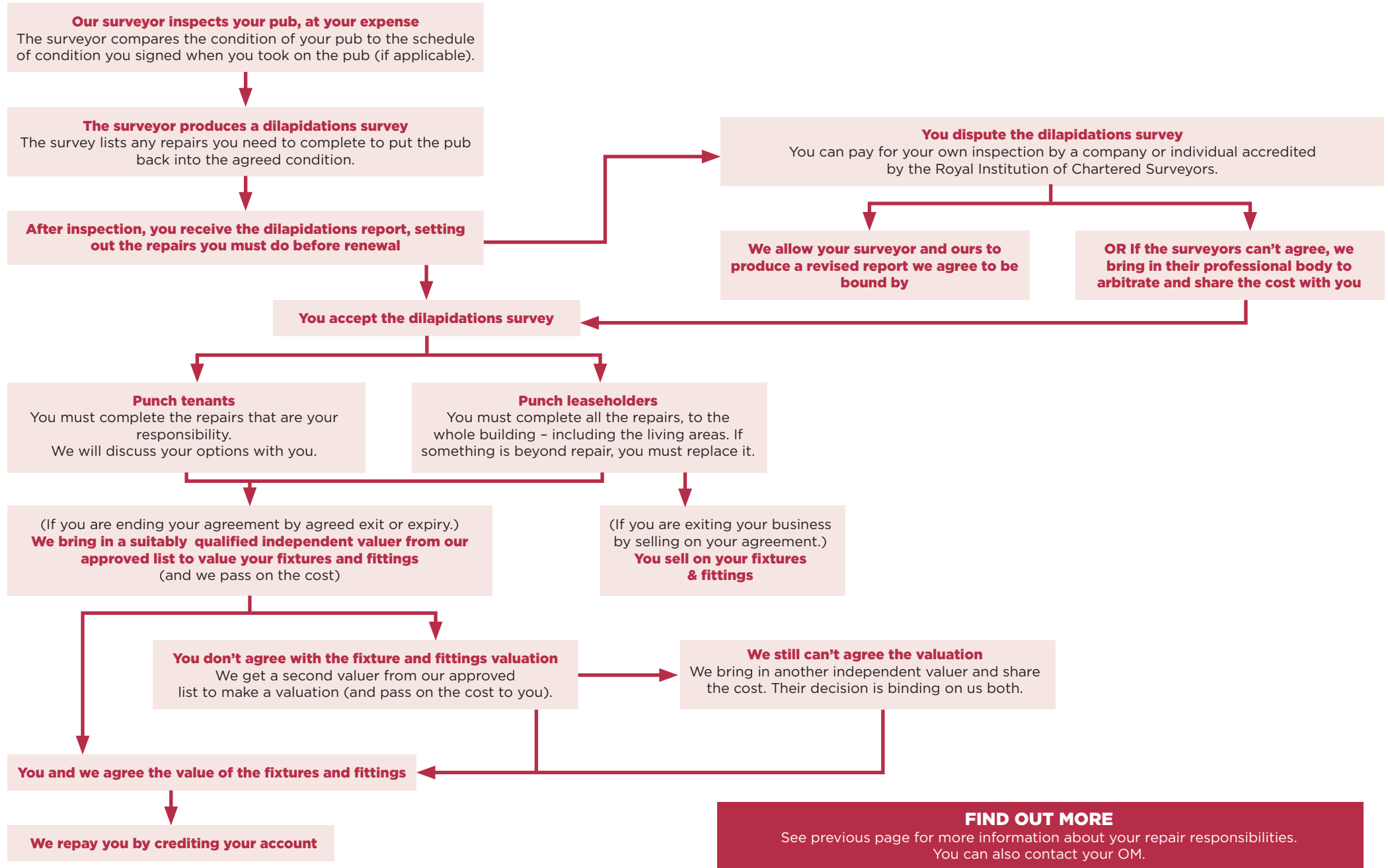
If you are a leaseholder, you are fully responsible for the condition of the property.

As with Punch tenancies, for new agreements as of June 2016, we will provide you with a schedule of condition, setting out the state of the building before you sign the agreement.

If we are investing in the building with you, we will need to provide a new schedule of condition when the work is completed.

In some circumstances, based on your own independent survey and our assessment of the property, we will jointly agree on areas that you should not be liable for. This will be formally documented as part of your lease.

# AT THE END OF YOUR AGREEMENT



# YOUR TIE RESPONSIBILITIES

As a tied Punch Publican, you pay a lower rent, and you benefit from our specialised support services, in return for buying tied products from us.

The price you pay for your tied products depends on the agreement you hold with us. This sets out which Punch discount band you are in. In most cases, you will pay more than you would in the open marketplace. This is because, in effect, your tie is a 'wet rent'.

We expect you to be fair and honest with us over your tie. In return, we will be fair and consistent in the way we check your compliance with your tie obligations. But if you buy outside of your tie, please be aware that you are breaking your contract with us and we will take action.

If you aren't sure about your tie responsibilities, or if you have a stock emergency, please discuss this with your Operations Manager before taking any action.

## HOW WE MONITOR YOUR COMPLIANCE

We monitor compliance with your tie by:

- installing flow monitoring equipment
- carrying out cellar inspections
- checking your purchasing patterns, and
- providing bottled products with unique packaging.

## FLOW MONITORING

If your agreement with us includes flow monitoring, we will install an individually calibrated flow meter on each of the beer lines in your cellar to measure the amount of draught beer and cider dispensed, against the amount we delivered.

We reserve the right to install this equipment in any of our other pubs where the Publican has previously breached their tie.

Many of our Publicans tell us that flow monitoring reports are very useful to the running of their business. They use the information to:

- support their stocktaking reports
- analyse their busiest trading periods
- plan employee rotas, and
- organise their regular line-cleaning.

You can access your flow monitoring reports:

- through your OM at your regular business meetings
- online via the Brulines dedicated Publican website (ask your OM for access details), or
- at any time you request them.

## MAINTAINING THE EQUIPMENT

We are responsible for installing and maintaining your flow monitoring equipment, and for making sure it complies with regulatory and legal requirements.

You pay for the electricity that powers the unit – at a cost that tests show is around £10 a year.

When we are carrying out maintenance on your equipment, we may need to use your drinks products to calibrate and verify the measurements it takes. We will credit this back to you at the average price per pint.

Flow monitoring procedures recognise and remove your line-cleans from the flow being measured.

## FLOW MONITORING DISCREPANCIES

If your flow monitoring figures show a discrepancy, your OM, or someone else from Punch, will discuss this with you at the earliest opportunity.

We will be trying to establish whether, in our opinion, you have broken your tie. Although we won't use flow monitoring discrepancies alone to make our decision, they do give us supporting evidence.

You can request that we check the flow meter and the way it is calibrated. For complete transparency, you or your representative can be present when we do this.

If we find that your flow monitoring equipment has been tampered with or damaged, we will charge back to you the costs of putting this right. We will also have to charge back the cost if you fail to give access for a pre-arranged maintenance call.

## CELLAR INSPECTIONS

Your OM and other Punch staff will make regular inspections of your cellar. You must give us access at all reasonable times – sometimes without prior notice.

We carry out inspections to:

- check the condition of your cellar
- make sure you don't have non-tied products
- check your flow monitoring equipment is in working order, and
- inspect and take samples of any drink (we will pay a proportion of the amount you paid for this).

These inspections can be useful to you as well as us, because we will be looking at your beer dispense equipment as well.

If you refuse us access, we will look at the circumstances and decide what action to take, if any. This could include legal action to enforce your agreement.



### **IRREGULAR PURCHASING PATTERNS**

If we spot odd purchasing patterns from your pub, or missed deliveries, your OM will want to discuss this with you, to rule out a breach of your tie.

### **UNIQUE PACKAGING ON BOTTLED PRODUCTS**

Some of the products we supply have packaging and labels that are unique to Punch.

This means that we can quickly spot, on inspection, if you have bought products elsewhere.

### **WHAT WE WILL DO IF YOU BREAK YOUR TIE**

If we establish that you have breached your tie, we will

- reclaim the lost income from you, together with an admin fee, or
- reclaim the lost income and apply for a court injunction
- apply to the court to forfeit your agreement.

The decision we take will normally depend on how serious the breach was and how often you have breached your tie. However, we reserve the right to take any level of action we decide for this breach of contract.

When we reclaim lost income and charges from you, we will:

- charge the amount to your trade account
- if you are leaving the business, we will make the charge part of your final settlement of accounts.

We will only charge your trade account without your agreement if we:

- have sufficient physical evidence to prove a breach, including line monitoring records and other evidence
- you have nevertheless refused to sign an undertaking letter.

### **FIND OUT MORE**

See also 'Breach of contract' in this section.

# BREACH OF CONTRACT

You are breaking your contract if you:

- fail to pay your rent
- repeatedly buy tied products from other sources (see 'Your tie responsibilities' in this section)
- fail to keep up with repairs – (see 'Your tie responsibilities' in this section)
- alter the pub without our consent – (see 'Investment service' in Section 2)
- take steps that threaten the licence
- fail to keep to any other terms set out in your contract
- abandon your pub.

If you break your contract, we reserve the right to take you to court to forfeit your lease and repossess the pub.

## WHAT HAPPENS IF YOU ABANDON YOUR PUB

If you exit your pub permanently, without our consent, we will treat this as abandonment and a breach of contract.

We will not refund the value of any deposit, fixtures and fittings or credits in your trading account. We reserve the right to pursue you if you still owe us money or need to comply with another liability from your agreement.

You should take legal advice if you are faced with breach of contract processes.

## WHAT HAPPENS WHEN YOU REQUEST A REPAIR

**We apply to the Court for a hearing**

**We may write to you offering to enter a formal 'consent order' agreement**  
A consent order is a formal agreement between you and us, that you will pay what you owe in instalments. The agreement would be sealed and approved by the Court at a formal possession hearing. At this stage, you could avoid Court only by paying what you owe within seven days.

**We contact you to negotiate a repayment plan**

**We fail to agree a repayment plan**

**We agree a repayment plan, draft the consent order and get you to sign it**  
We pass on the costs, which are usually around £840, but will be more if the plan was agreed less than 14 days before the hearing.

**Court gives us a hearing date**  
(Usually four to eight weeks after we applied.)

**Court gives us a hearing date**  
(Usually four to eight weeks after we applied.)

**In Court**  
We put our case and you get the chance to say why you believe we should not repossess the pub.

**Court grants a consent order with repayment plan, together with a suspended possession order**

**Court grants a dated possession order**

**You fail to keep to the terms of the repayment plan**

**You re-pay your debt as agreed**  
You avoid repossession.

Order includes time (typically 28 days) for you to pay off your outstanding arrears, or put right another breach of your agreement.

**You meet the terms of the order and avoid repossession**

**You fail to meet the terms of the order**

**We apply to the Court bailiff to reactivate the suspended possession order**

**The bailiff goes to the site to fulfil the warrant and evict you**

**You fail to move out by possession date**  
We issue a warrant for possession to the County Court bailiff, so we can evict you.

# CHANGE OF LANDLORD

## WHAT HAPPENS IF WE SELL THE PROPERTY

As the owner of the freehold, we have the right to sell your pub. Sometimes we sell individual pubs and sometimes we sell a group of pubs to an individual or another company.

How this would affect you depends on what sort of agreement you have with us.

If you have a lease, you have security of tenure, because you are protected by Part II of the Landlord and Tenant Act 1954. You will be able to stay in your pub until the lease ends, but you will have a new landlord.

If you have a Punch Foundation Tenancy, or a five-year tenancy, we will give you notice as set out in your agreement. But you may be offered a new tenancy agreement with the new owner. You will keep your right to terminate your agreement by giving notice

(see 'Terminating or surrendering your agreement' in this section).

## CHANGES UNDER YOUR NEW LANDLORD

### Your deposit

If we hold your deposit, we will transfer it to the new owner of the property. The deposit will be subject to the terms of your individual agreement.

### Product range

The products you sell may need to change, depending on your new landlord's supply contracts.

**If you have a Punch lease**, the new owner can choose to continue to supply your tied products. Depending on the wording in your Punch agreement, they can also tie you to new products – but you may be entitled to a rent review if they do.

If the new owner cannot supply some or all of the types (rather than brands) your lease ties you to, the rent you pay may be reviewed and you will be released from your tie.

If the purchaser wants to change your discount scheme and your Punch lease includes this, then you will again be entitled to a rent review.

**If you have a Punch tenancy agreement**, the new owner can remove any discount scheme and tie you to additional products without you being entitled to a rent review.

### Fixtures and fittings

If you are a leaseholder with a legal contract with Punch that is allowing you to purchase your fixtures and fittings over a period of time, we will transfer this agreement to your new landlord.

## FIND OUT MORE

You may wish to get independent legal advice to be sure of the terms of your agreement.

# RENEWING YOUR AGREEMENT OR LETTING IT EXPIRE

At the end of your agreement, you may wish to move on or you may wish to explore your renewal options.

Your renewal rights depend on the individual agreement you hold with us. We recommend taking independent legal advice whenever you are making decisions around your legal agreement.

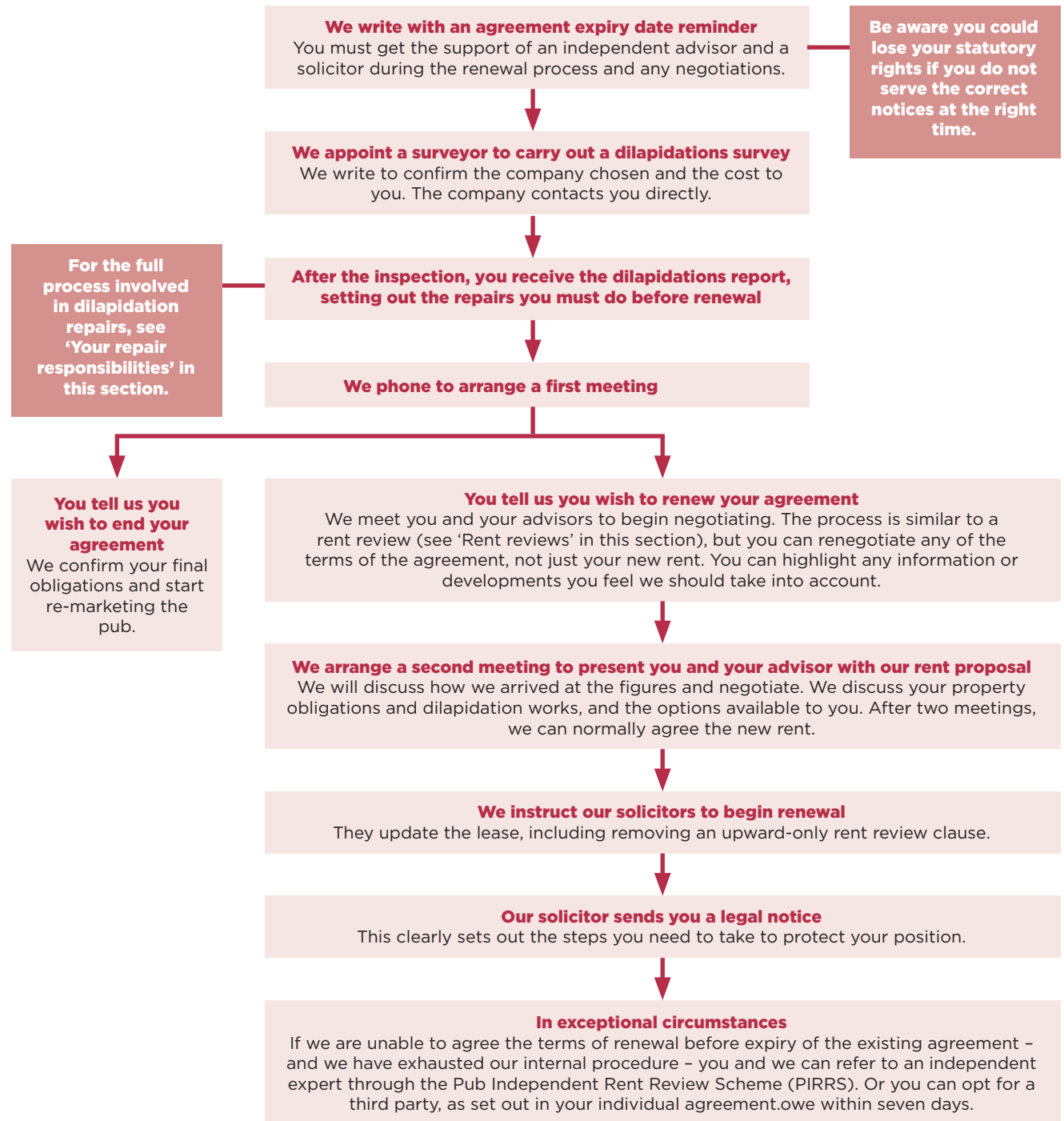
## RENEWAL OR EXPIRY OPTIONS (LEASE AGREEMENTS COVERED BY THE LANDLORD AND TENANT ACT)

Some Punch agreements include statutory rights regarding the ability to renew under the Landlord and Tenant Act (part II).

Your right to renewal will either be based on the terms laid out in the Landlord and Tenant Act 1954 (part II) or on the terms set out in your individual legal agreement. You should take independent legal advice to understand these terms fully.

When we renew an agreement, it is subject to modernisation clauses. Modernisation clauses are typically new laws or practices which have been passed since the original lease began; for example, the Licensing Act 2003.

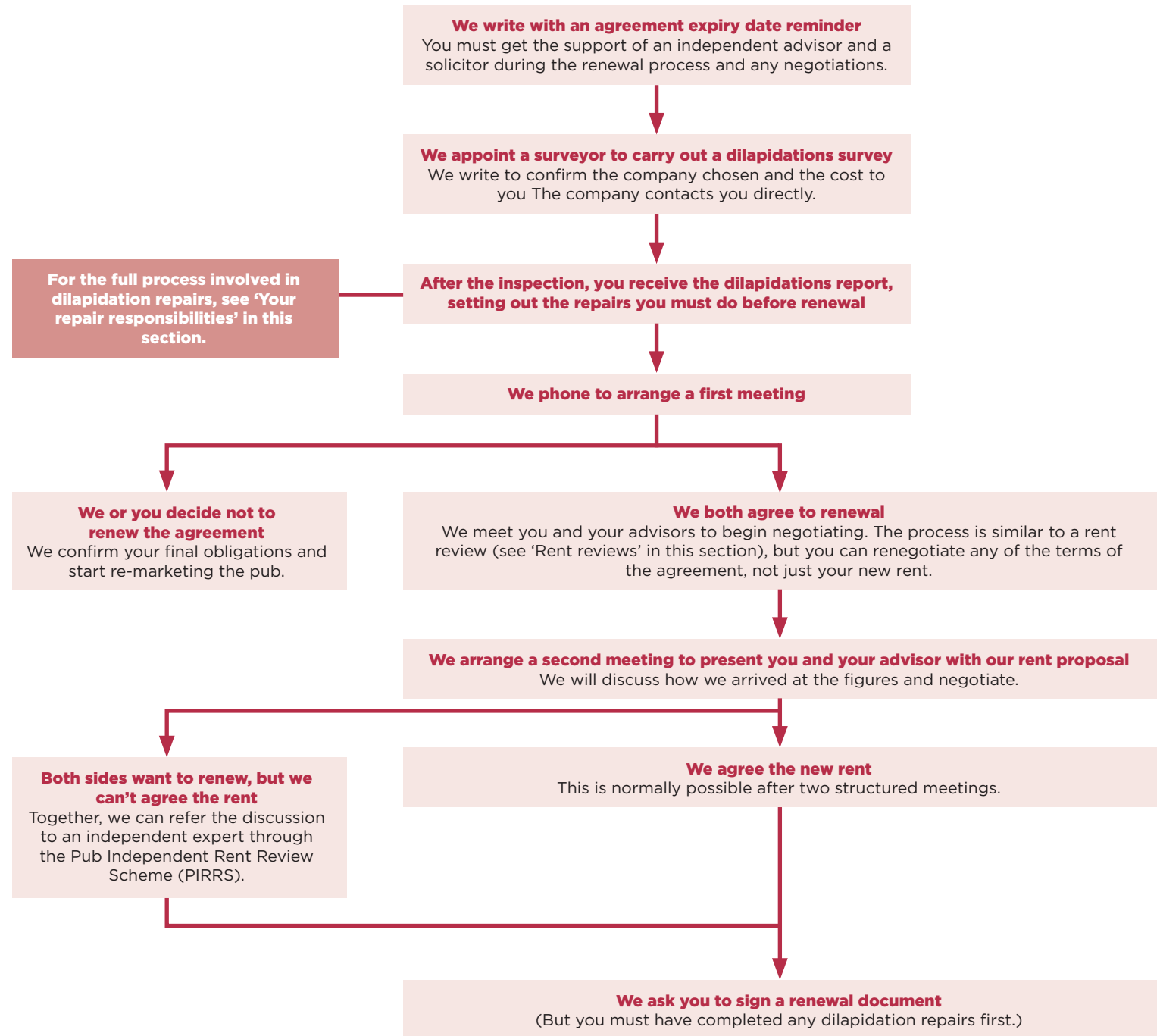
This chart details the process involved.



## RENEWAL OR EXPIRY OPTIONS (LEASE AGREEMENTS COVERED BY THE LANDLORD AND TENANT ACT)

If your agreement is not protected by the Landlord and Tenant Act, we may still let you renew it.

This chart details the process involved.



# TERMINATING OR SURRENDERING YOUR AGREEMENT

For a variety of reasons, Publicans sometimes want to end their agreements early.

Your right to do this depends on the type of agreement you have with us.

However, in general:

- all new Punch Publicans have a cooling-off period when they can decide to end their agreement
- if you have a Punch Foundation Tenancy or another five-year tenancy with us you can normally end your agreement early if you give us six months' notice
- although our leaseholder Publicans do not have the automatic right to end their agreement, we may be willing to negotiate an early exit.

## GIVING UP YOUR LEASE DURING THE COOLING-OFF PERIOD

All our new agreements include a cooling-off period. This means that you can end your agreement after the first 208 days – providing you give us 28 days' notice, no later than day 180.

### Example cooling-off period

Joe and Mary Smith signed their Punch Foundation Tenancy agreement on 1 March 2016. For family reasons, they now wish to end their agreement.

To end the agreement they must give us 28 days' notice in writing.

The latest they can end the agreement during the cooling-off period is on day 208 – which is 24 September 2016.

To end the agreement by this final date, they must give us written notice on or before 27 August 2016 (day 180).

If you decide to end your agreement during the cooling-off period, please write to your OM and send the letter by recorded delivery c/o Punch Pubs & Co, Jubilee House, 2nd Avenue, Burton-upon-Trent, Staffordshire DE14 2WF.

When you end your agreement in this way, we will not charge you a surrender penalty or the cost incurred in having a dilapidations survey completed.

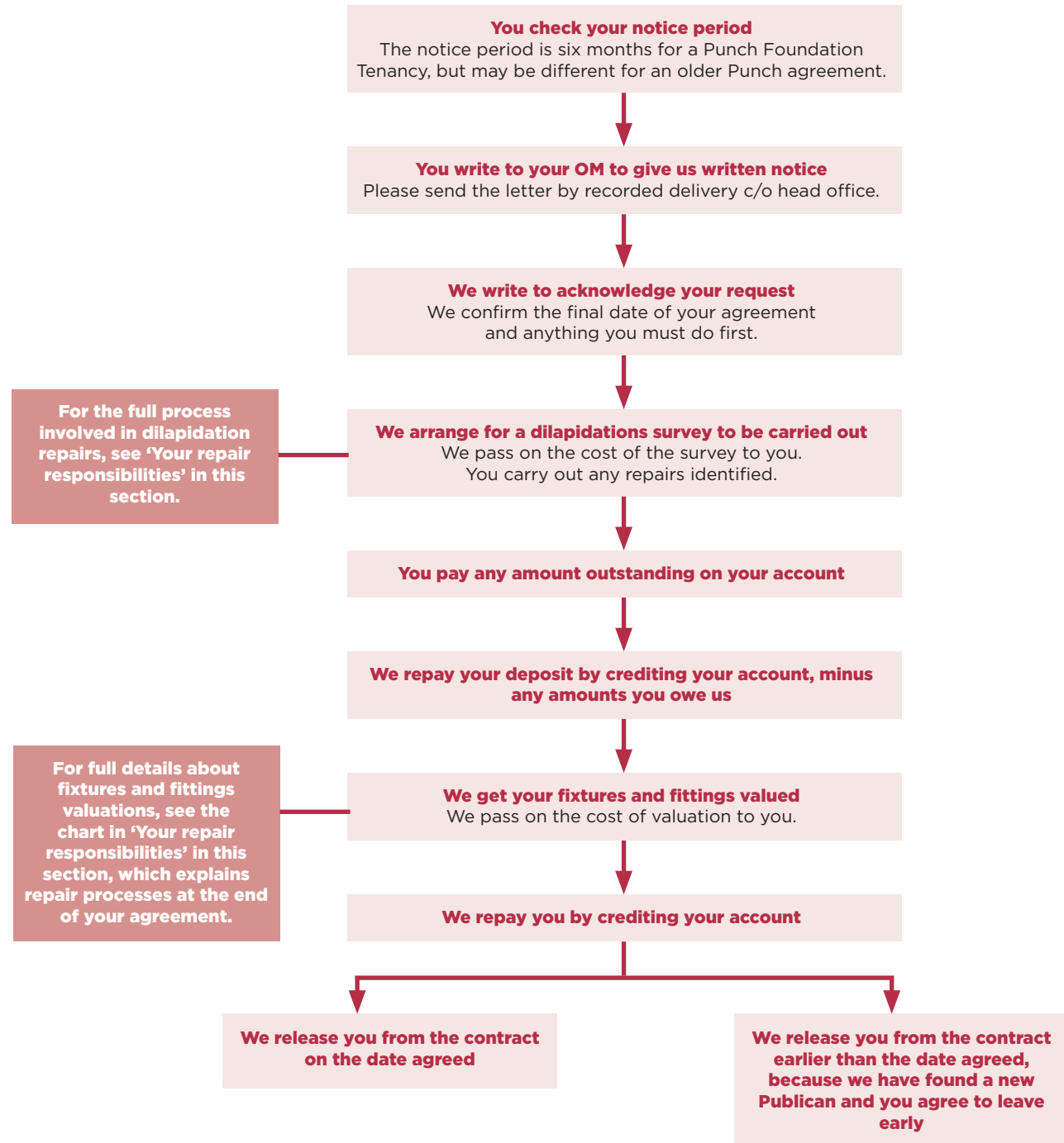
The dilapidations survey will be completed by a qualified surveyor (see 'Your repair responsibilities' for the full process) and will identify any elements of damage/repair which, under the terms of the agreement are the responsibility of the tenant. These repairs will need to be completed prior to you exiting the pub business. Should you exit the business without addressing the repairs identified, then the associated costs will be charged to your account as part of the settlement process.

We will buy back your fixtures and fittings for the amount you paid, providing everything is still there and in working order. We will also return your deposit and repair fund in full, after deducting anything you owe us on your account.

## TERMINATING YOUR AGREEMENT AFTER THE COOLING-OFF PERIOD - PUNCH TENANCIES

After the cooling-off period, Publicans with Punch tenancies have the right to terminate (or surrender) their agreement, providing they give us the required notice in writing.

This chart shows the process involved.



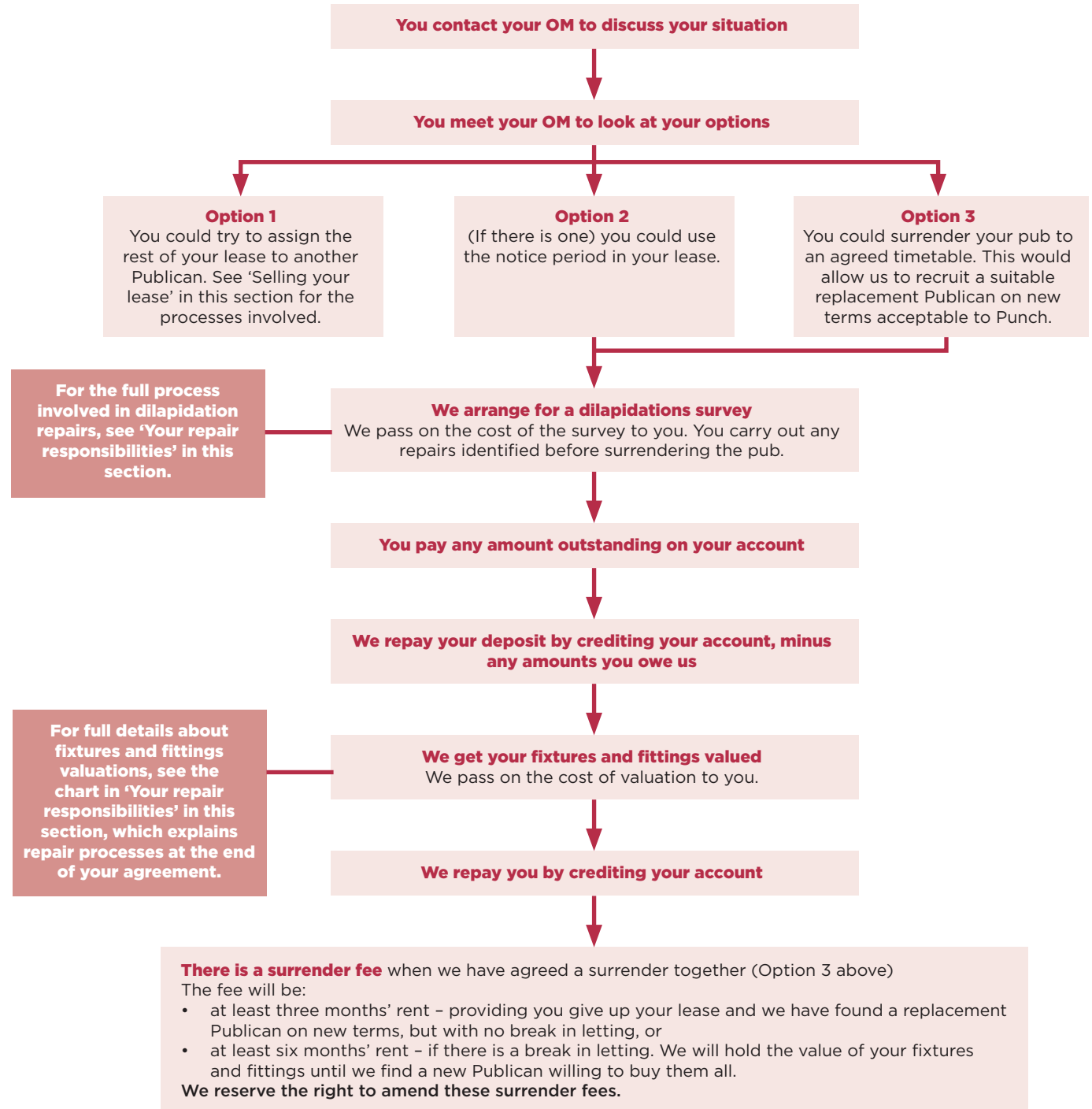
## TERMINATING YOUR LEASE AFTER THE COOLING-OFF PERIOD - PUNCH LEASEHOLDERS

After the cooling-off period, Publicans with a lease don't have the automatic right to terminate (or surrender) their agreement.

When you took on your lease, you accepted a serious long-term commitment. It gave you the opportunity to make the most of building value in your business. But it also carried the risk of long-term liabilities.

We do recognise that in unforeseen circumstances, you might want to pull out of your lease early. If this happens, we will work with you to negotiate fair terms for you and for us.

This chart shows the process involved.

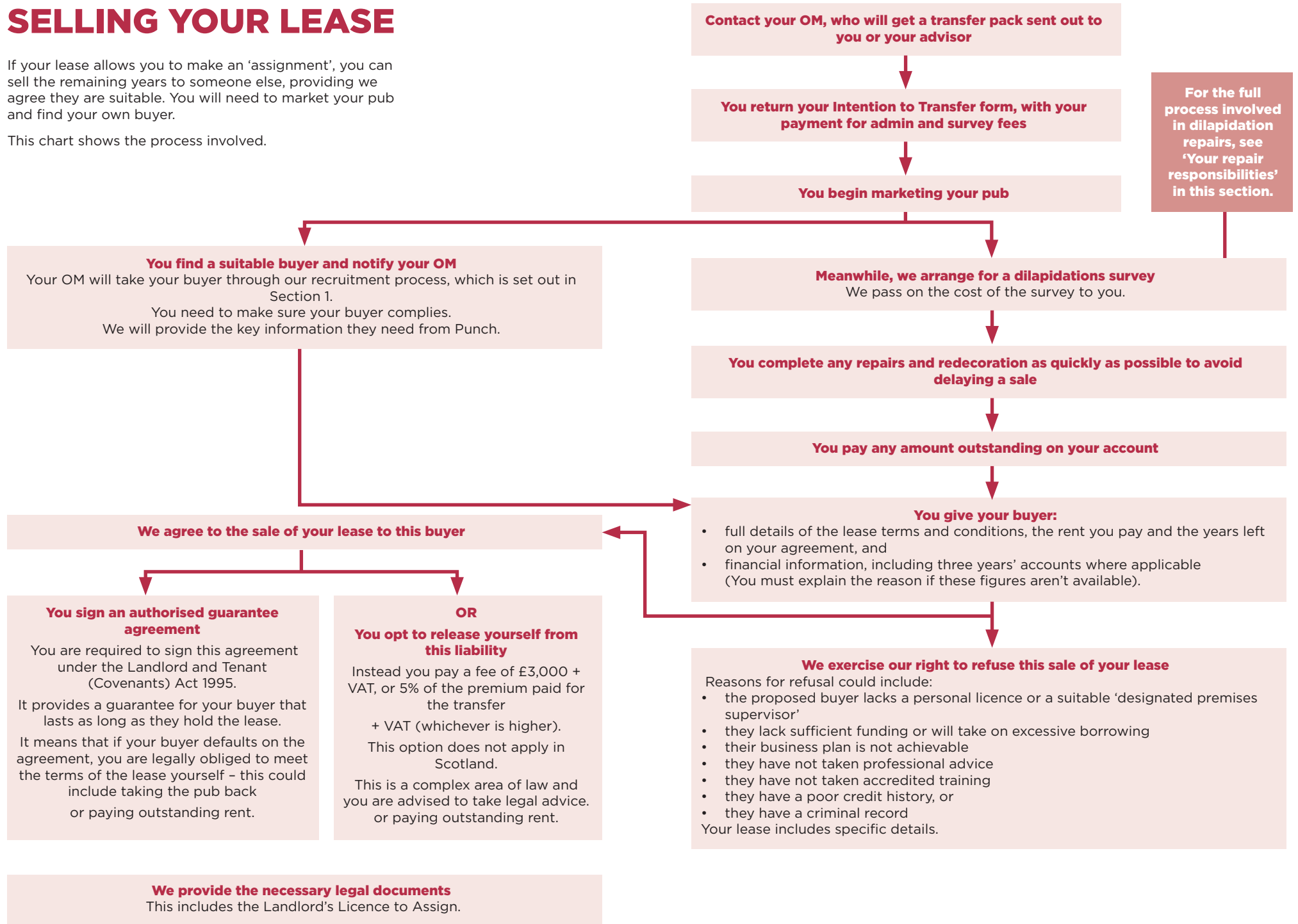




# SELLING YOUR LEASE

If your lease allows you to make an 'assignment', you can sell the remaining years to someone else, providing we agree they are suitable. You will need to market your pub and find your own buyer.

This chart shows the process involved.



# APPENDIX 1

## YOUR REPAIR RESPONSIBILITIES: PUNCH TENANCIES

As the holder of a Punch tenancy, you share repairs and maintenance responsibilities with us. In this Appendix, we provide a list of common repairs and tell you who does what.

The list may not cover everything that needs repairing at your pub. For further information, refer to your tenancy agreement or ask your OM.

In the list, if an item is marked with an asterisk\*, you pay for this through your service rent.

	Punch's responsibility	Publican's responsibility
<b>A</b>		
<b>Air-conditioning</b>		
• Repair (and renewal where repair is uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification*	<input type="checkbox"/>	<input type="checkbox"/>
<b>Audio equipment</b>		<input type="checkbox"/>
<b>B</b>		
<b>Bar counters, back fittings and overbars, footrails and leaning rails</b>		
• Repairs (and renewal where repair is uneconomic)		<input type="checkbox"/>
• Renewal of cracked and broken glass, mirrors etc		<input type="checkbox"/>
• Repolishing/redecorating		<input type="checkbox"/>
<b>Beams</b>		
• Decorative beams		<input type="checkbox"/>
• Structural beams	<input type="checkbox"/>	<input type="checkbox"/>
<b>Blinds</b>		<input type="checkbox"/>
<b>Boilers (see heating systems)</b>		
<b>Built in cupboards and wardrobes</b>		<input type="checkbox"/>
<b>Burglar alarms</b>		<input type="checkbox"/>
<b>C</b>		
<b>Car parks</b>		
• Cleaning		<input type="checkbox"/>
• Repair	<input type="checkbox"/>	<input type="checkbox"/>
<b>Carpets and carpet tiles</b>		
• Cleaning		<input type="checkbox"/>
• Repair (and renewal where repair is uneconomic)		<input type="checkbox"/>
<b>Catering equipment</b>		<input type="checkbox"/>
<b>Cellar cooling equipment</b>		
• Repairs (and renewal where repair uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification*	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cellar access - provision of safety ropes</b>		<input type="checkbox"/>

	Punch's responsibility	Publican's responsibility
<b>Cellar curtains</b>		<input type="checkbox"/>
<b>Cellar flaps</b>		
• Repair (and renewal where uneconomic)		<input type="checkbox"/>
<b>Cellar pumps</b>		<input type="checkbox"/>
<b>Cellar skids</b>		
• Repair (and renewal where repair uneconomic)		<input type="checkbox"/>
<b>Cellar walls</b>	<input type="checkbox"/>	
<b>Ceilings</b>		
• Decoration		<input type="checkbox"/>
• Repair (and renewal where repair is uneconomic)		<input type="checkbox"/>
<b>Chimneys</b>		
• Cleaning/sweeping		<input type="checkbox"/>
• Repair	<input type="checkbox"/>	
<b>Cold water mains</b>	<input type="checkbox"/>	
<b>Curtains and drapery</b>	<input type="checkbox"/>	
<b>D</b> <b>Damp proofing</b>	<input type="checkbox"/>	
<b>Dance floors - fixed and portable</b>		<input type="checkbox"/>
<b>Display cabinets</b>		<input type="checkbox"/>
<b>Ditches and dykes</b>		
• Clearing and keeping tidy		<input type="checkbox"/>
• Repair	<input type="checkbox"/>	
<b>Doors (including fire doors)</b>		
• Decoration		<input type="checkbox"/>
• Door closers and floor springs		<input type="checkbox"/>
• Easing and adjusting		<input type="checkbox"/>
• Locks and furniture		<input type="checkbox"/>
• Repair (and renewal where repair uneconomic)		<input type="checkbox"/>

	Punch's responsibility	Publican's responsibility
<b>Door bells</b>		<input type="checkbox"/>
<b>Drains</b>		
• Clearing blockages		<input type="checkbox"/>
• Repair	<input type="checkbox"/>	
<b>E</b> <b>Electric fires</b>		
• Built-in - repair (and renewal where repair uneconomic)		<input type="checkbox"/>
• Built-in - servicing, statutory testing and certification*	<input type="checkbox"/>	
• Portable - servicing, statutory testing and certification		<input type="checkbox"/>
• Portable - repair (and renewal where repair uneconomic)		<input type="checkbox"/>
<b>Electric light fittings</b>		<input type="checkbox"/>
<b>Electric light fittings - emergency</b>		<input type="checkbox"/>
<b>Electrical wiring</b>		
• Repair (and renewal where repair is uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification*	<input type="checkbox"/>	
<b>Exterior gates, walls and fences</b>	<input type="checkbox"/>	
<b>External walls - decoration and repair</b>	<input type="checkbox"/>	
<b>F</b> <b>Fans - decorative ceiling fans</b>		<input type="checkbox"/>
<b>Fans - free standing</b>		<input type="checkbox"/>
<b>Fans - kitchen extractor fans - repair, maintenance and cleaning</b>		<input type="checkbox"/>
<b>Fire alarms</b>		
• Repair (and renewal where repair uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification*	<input type="checkbox"/>	
<b>Fire backs and surrounds</b>		<input type="checkbox"/>
<b>Fire escapes</b>	<input type="checkbox"/>	

	Punch's responsibility	Publican's responsibility
<b>Fire fighting equipment</b>		
• Renewal		<input type="checkbox"/>
• Servicing, statutory testing and certification		<input type="checkbox"/>
<b>Fixed décor features</b>		<input type="checkbox"/>
<b>Floodlighting</b>	<input type="checkbox"/>	
<b>Floorboards and coverings</b>		<input type="checkbox"/>
<b>Foot rails (see bar counters)</b>		
<b>Foundations</b>	<input type="checkbox"/>	
<b>Furniture</b>		<input type="checkbox"/>
<b>G</b> <b>Gardens</b>		
• Cleaning		<input type="checkbox"/>
• Maintenance		<input type="checkbox"/>
<b>Gas fires</b>		
• Built-in – repair (and renewal where repair uneconomic)		<input type="checkbox"/>
• Built-in – servicing, statutory testing and certification*	<input type="checkbox"/>	
• Portable – repair (and renewal where repair uneconomical)		<input type="checkbox"/>
• Portable – servicing, statutory testing and certification*	<input type="checkbox"/>	
<b>Glass washers</b>		
• Repair (and renewal where repair is uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification		<input type="checkbox"/>
<b>Grease traps</b>		<input type="checkbox"/>
<b>Gutters and down pipes</b>	<input type="checkbox"/>	

	Punch's responsibility	Publican's responsibility
<b>H</b> <b>Hand dryers</b>		<input type="checkbox"/>
<b>Heating systems (all types including central heating and other boilers and all radiators and control systems)</b>		
• Repair (and renewal where repair uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification*	<input type="checkbox"/>	
<b>Hedges and trees - trimming and lopping</b>		<input type="checkbox"/>
<b>Hoists and lifts</b>		
• Repair (and renewal where repair uneconomic)		<input type="checkbox"/>
• Servicing, statutory testing and certification*	<input type="checkbox"/>	
<b>I</b> <b>Ice-making machines</b>		<input type="checkbox"/>
<b>Internal decoration</b>		<input type="checkbox"/>
<b>K</b> <b>Kitchen units</b>		<input type="checkbox"/>
<b>L</b> <b>Land drains</b>	<input type="checkbox"/>	
<b>M</b> <b>Mirrors</b>		<input type="checkbox"/>
<b>Moveable fenders</b>		<input type="checkbox"/>
<b>Moveable window display fittings</b>		<input type="checkbox"/>
<b>O</b> <b>Oil fires</b>		
• Built-in – repair (and renewal where repair uneconomic)		<input type="checkbox"/>
• Built-in – servicing, statutory testing and certification*		<input type="checkbox"/>
• Portable – repair (and renewal where repair uneconomical)		<input type="checkbox"/>
• Portable – servicing, statutory testing and certification		<input type="checkbox"/>
<b>Optics</b>		<input type="checkbox"/>

	Punch's responsibility	Publican's responsibility
<b>P</b>		
<b>Partitioning</b>		<input type="checkbox"/>
<b>Pelmets</b>		<input type="checkbox"/>
<b>Plumbing</b>		<input type="checkbox"/>
<b>Portable electrical items</b>		
• Cleaning		<input type="checkbox"/>
• Maintenance		<input type="checkbox"/>
<b>R</b>		
<b>Refrigerators</b>		<input type="checkbox"/>
<b>Roof flashings and valley gutters</b>	<input type="checkbox"/>	
<b>Roofs</b>	<input type="checkbox"/>	
<b>S</b>		
<b>Safes</b>		<input type="checkbox"/>
<b>Sanitary fittings (both in public and private areas and including baths, showers, basins, sinks, urinals, WCs and towel rails)</b>		<input type="checkbox"/>
<b>Seating - fixed and loose</b>		<input type="checkbox"/>
<b>Septic tanks</b>		
• Emptying		<input type="checkbox"/>
• Repair	<input type="checkbox"/>	
<b>Shelving - fixed and moveable</b>		<input type="checkbox"/>
<b>Signage</b>		
• External	<input type="checkbox"/>	
• Internal		<input type="checkbox"/>
<b>Skirting boards</b>		<input type="checkbox"/>
<b>Sprinkler systems</b>		<input type="checkbox"/>
<b>Staircases</b>		<input type="checkbox"/>

	Punch's responsibility	Publican's responsibility
<b>T</b>		
<b>Tiling</b>		
• Floors		<input type="checkbox"/>
• Internal walls		<input type="checkbox"/>
<b>TVs and satellite "big screens"</b>		<input type="checkbox"/>
<b>V</b>		
<b>Video systems</b>		<input type="checkbox"/>
<b>W</b>		
<b>Wall panelling</b>		<input type="checkbox"/>
<b>Washing machines</b>		<input type="checkbox"/>
<b>Waste disposal units</b>		<input type="checkbox"/>
<b>Water softeners</b>		<input type="checkbox"/>
<b>Water tanks</b>		<input type="checkbox"/>
<b>Windows</b>		
• Repair (and renewal where repair is uneconomic)		<input type="checkbox"/>
• Replacement of broken glass		<input type="checkbox"/>
<b>Wine cabinets</b>		<input type="checkbox"/>

# APPENDIX 2

## YOUR REPAIR RESPONSIBILITIES: PUNCH LEASES

As the holder of a Punch lease, you are fully responsible for the condition of the property.

In this Appendix, we provide a list of the common repairs that are down to you.

The list may not cover everything that needs repairing at your pub. For further information, refer to your tenancy agreement or ask your OM.

<b>A</b>	<b>Air-conditioning</b>	<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>• Repair (and renewal where repair is uneconomic)</li> <li>• Servicing, statutory testing and certification*</li> </ul>	<input type="checkbox"/>	
	<b>Audio equipment</b>	<input type="checkbox"/>	
<b>B</b>	<b>Bar counters, back fittings and overbars, footrails and leaning rails</b>	<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>• Foot rails and leaning rails</li> <li>• Minor repairs</li> <li>• Renewal of cracked and broken glass, mirrors etc</li> <li>• Repolishing/redecorating</li> </ul>	<input type="checkbox"/>	
	<b>Beams</b>	<input type="checkbox"/>	
	<ul style="list-style-type: none"> <li>• Decorative beams</li> <li>• Structural beams</li> </ul>	<input type="checkbox"/>	
	<b>Blinds</b>	<input type="checkbox"/>	
	<b>Boilers (see heating systems)</b>	<input type="checkbox"/>	
	<b>Built in cupboards and wardrobes</b>	<input type="checkbox"/>	
	<b>Burglar alarms</b>	<input type="checkbox"/>	
	<b>C</b>	<b>Car parks</b>	<input type="checkbox"/>
		<ul style="list-style-type: none"> <li>• Cleaning</li> <li>• Maintenance</li> <li>• Repair</li> </ul>	<input type="checkbox"/>
<b>Carpets and carpet tiles</b>		<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Cleaning</li> <li>• Repair</li> </ul>		<input type="checkbox"/>	
<b>Catering equipment</b>		<input type="checkbox"/>	
<b>Cellar cooling equipment</b>		<input type="checkbox"/>	
<ul style="list-style-type: none"> <li>• Repairs (and renewal where repair uneconomic)</li> <li>• Servicing, statutory testing and certification*</li> </ul>		<input type="checkbox"/>	
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

	Publican's responsibility
<b>Cellar access - provision of safety ropes</b>	<input type="checkbox"/>
<b>Cellar curtains</b>	<input type="checkbox"/>
<b>Cellar flaps</b>	
• Repair (and renewal where uneconomic)	<input type="checkbox"/>
<b>Cellar pumps</b>	<input type="checkbox"/>
<b>Cellar skids</b>	
• Repair	<input type="checkbox"/>
<b>Cellar walls</b>	
<b>Ceilings</b>	
• Decoration	<input type="checkbox"/>
• Repair	<input type="checkbox"/>
<b>Chimneys</b>	
• Cleaning/sweeping	<input type="checkbox"/>
• Repair	<input type="checkbox"/>
<b>Cold water mains</b>	<input type="checkbox"/>
<b>Curtains and drapery</b>	<input type="checkbox"/>

	Publican's responsibility
<b>D Damp proofing</b>	<input type="checkbox"/>
<b>Dance floors - fixed and portable</b>	<input type="checkbox"/>
<b>Display cabinets</b>	<input type="checkbox"/>
<b>Ditches and dykes</b>	
• Clearing and keeping tidy	<input type="checkbox"/>
• Repair	<input type="checkbox"/>
<b>Doors (including fire doors)</b>	
• Decoration	<input type="checkbox"/>
• Door closers and floor springs	<input type="checkbox"/>
• Easing and adjusting	<input type="checkbox"/>
• Locks and furniture	<input type="checkbox"/>
• Repair (and renewal where repair uneconomic)	<input type="checkbox"/>

	Publican's responsibility
<b>Door bells</b>	<input type="checkbox"/>
<b>Drains</b>	
• Clearing blockages	<input type="checkbox"/>
• Repair	<input type="checkbox"/>
<b>E Electric fires</b>	
• Built-in - repair	<input type="checkbox"/>
• Built-in - servicing	<input type="checkbox"/>
• Portable - servicing	<input type="checkbox"/>
• Portable - repair	<input type="checkbox"/>
<b>Electric light fittings</b>	<input type="checkbox"/>
<b>Electric light fittings - emergency</b>	<input type="checkbox"/>
<b>Electrical wiring</b>	
• Repair	<input type="checkbox"/>
• Servicing	<input type="checkbox"/>
<b>Exterior gates, walls and fences</b>	<input type="checkbox"/>
<b>External walls - decoration and repair</b>	<input type="checkbox"/>

	Publican's responsibility
<b>F Fans - decorative ceiling fans</b>	<input type="checkbox"/>
<b>Fans - free standing</b>	<input type="checkbox"/>
<b>Fans - kitchen extractor fans - repair, maintenance and cleaning</b>	<input type="checkbox"/>
<b>Fire alarms</b>	
• Maintenance and repair	<input type="checkbox"/>
• Servicing	<input type="checkbox"/>
<b>Fire backs and surrounds</b>	<input type="checkbox"/>
<b>Fire escapes</b>	<input type="checkbox"/>
<b>Fire fighting equipment</b>	
• Replacement	<input type="checkbox"/>
• Servicing	<input type="checkbox"/>

	Publican's responsibility
<b>Fixed décor features</b>	<input type="checkbox"/>
<b>Floodlighting</b>	<input type="checkbox"/>
<b>Floorboards and coverings</b>	<input type="checkbox"/>
<b>Foot rails (see bar counters)</b>	<input type="checkbox"/>
<b>Foundations</b>	<input type="checkbox"/>
<b>Furniture</b>	<input type="checkbox"/>
<b>G</b> <b>Gardens</b>	
• Cleaning	<input type="checkbox"/>
• Maintenance	<input type="checkbox"/>
<b>Gas fires</b>	
• Built-in - repairs	<input type="checkbox"/>
• Built-in - servicing	<input type="checkbox"/>
• Portable - repairs	<input type="checkbox"/>
• Portable - servicing	<input type="checkbox"/>
<b>Glass washers</b>	
• Repair	<input type="checkbox"/>
• Servicing	<input type="checkbox"/>
<b>Grease traps</b>	<input type="checkbox"/>
<b>Gutters and down pipes</b>	<input type="checkbox"/>

	Publican's responsibility
<b>H</b> <b>Hand dryers</b>	<input type="checkbox"/>
<b>Heating systems (all types including central heating and other boilers and all radiators and control systems)</b>	
• Maintenance and repair	<input type="checkbox"/>
• Servicing	<input type="checkbox"/>
<b>Hedges and trees - trimming and lopping</b>	<input type="checkbox"/>
<b>Hoists and lifts</b>	
• Repair	<input type="checkbox"/>
• Servicing	<input type="checkbox"/>
<b>I</b> <b>Ice-making machines</b>	<input type="checkbox"/>
<b>Internal decoration</b>	<input type="checkbox"/>
<b>K</b> <b>Kitchen units</b>	<input type="checkbox"/>
<b>L</b> <b>Land drains</b>	<input type="checkbox"/>
<b>M</b> <b>Mirrors</b>	<input type="checkbox"/>
<b>Moveable fenders</b>	<input type="checkbox"/>
<b>Moveable window display fittings</b>	<input type="checkbox"/>
<b>O</b> <b>Oil fires</b>	
• Built-in - repairs	<input type="checkbox"/>
• Built-in - servicing	<input type="checkbox"/>
• Portable - repairs	<input type="checkbox"/>
• Portable - servicing	<input type="checkbox"/>
<b>Optics</b>	<input type="checkbox"/>



	Publican's responsibility
<b>P</b>	
<b>Partitioning</b>	<input type="checkbox"/>
<b>Pelmets</b>	<input type="checkbox"/>
<b>Plumbing</b>	<input type="checkbox"/>
<b>Portable electrical items</b>	
• Cleaning	<input type="checkbox"/>
• Maintenance	<input type="checkbox"/>
<b>R</b>	
<b>Refrigerators</b>	<input type="checkbox"/>
<b>Roof flashings and valley gutters</b>	<input type="checkbox"/>
<b>Roofs</b>	<input type="checkbox"/>
<b>S</b>	
<b>Safes</b>	<input type="checkbox"/>
<b>Sanitary fittings (both in public and private areas and including baths, showers, basins, sinks, urinals, WCs and towel rails)</b>	<input type="checkbox"/>
<b>Seating - fixed and loose</b>	<input type="checkbox"/>
<b>Septic tanks</b>	
• Emptying	<input type="checkbox"/>
• Repair	<input type="checkbox"/>
<b>Shelving - fixed and moveable</b>	<input type="checkbox"/>
<b>Signage</b>	
• External	<input type="checkbox"/>
• Internal	<input type="checkbox"/>
<b>Skirting boards</b>	<input type="checkbox"/>
<b>Sprinkler systems</b>	<input type="checkbox"/>
<b>Staircases</b>	<input type="checkbox"/>

	Publican's responsibility
<b>T</b>	
<b>Tiling</b>	
• Floors	<input type="checkbox"/>
• Internal walls	<input type="checkbox"/>
<b>TVs and satellite "big screens"</b>	<input type="checkbox"/>
<b>V</b>	
<b>Video systems</b>	<input type="checkbox"/>
<b>W</b>	
<b>Wall panelling</b>	<input type="checkbox"/>
<b>Washing machines</b>	<input type="checkbox"/>
<b>Waste disposal units</b>	<input type="checkbox"/>
<b>Water softeners</b>	<input type="checkbox"/>
<b>Water tanks</b>	<input type="checkbox"/>
<b>Windows</b>	
• Repair	<input type="checkbox"/>
• Replacement	<input type="checkbox"/>
• Replacement of broken glass	<input type="checkbox"/>
<b>Wine cabinets</b>	<input type="checkbox"/>