

# PUB SECTOR - ENGLAND & WALES TENANTED CODE OF PRACTICE (1-499 TIED PUBS)



**BE YOURSELF**

# SIGNATORIES TO THE CODE

The following companies are signatories to this Code

Adnams plc

Arkell's Brewery Limited

Camerons Brewery Limited

Charles Wells Limited

Daniel Batham & Son Limited

Daniel Thwaites plc

Everards Brewery Limited

Frederic Robinson Limited

Fuller Smith & Turner plc

George Bateman & Son Limited

Gray & Sons Limited

Hall & Woodhouse Limited

Harvey & Son (Lewes) Limited

Hawthorn Leisure Limited

Heavitree Brewery plc

Hobson's Brewery & Company Ltd.

Hook Norton Brewery Company, Limited

Hyde's Brewery Limited

J.C. & R.H. Palmer Limited

JW Lees & Co. (Brewers) Limited

Joseph Holt Limited

Liberation Group Ltd.

McMullen & Sons Limited

Mitchells & Butlers plc

NewRiver Retail Limited

St Austell Brewery Company Limited

S.A. Brain & Company, Limited

Shepherd Neame Limited

Timothy Taylor & Co. Limited

Titanic Brewery Co. Limited

Trust Inns Limited

WH Brakspear & Sons Limited

Wadworth and Company Limited

Young and Co's Brewery plc

Adherence to this Code and associated self-regulatory structures is a condition of membership of both the British



## WELCOME TO JW LEES

Tenanted pubs are the backbone of the JW Lees business and it is fundamental that we have a great relationship with all our tenanted licensees in order that we can jointly grow and thrive for the long term. The success of our business goes hand in hand with your success, so we provide wide-ranging support to help ensure things go well, and that support begins with our code of practice; it provides the framework for our working relationship beginning with the recruitment and letting process, working right through the key events in the lifecycle of the tenancy.

The code of practice is about transparency and setting expectations in order that there are no surprises later on. We work hard to ensure we adhere to the code and indeed go beyond it in terms of building positive relationships and providing support for our licensees. As a family business, trading since 1828, this philosophy has served us well and we expect it to for a long time to come!



Chris Moulson  
Director of Pub Operations





## THE CODE OF PRACTICE (TENANCIES)

The Code of Practice (referred to hereafter as the Code) describes the minimum requirements governing the operation of tied public houses by companies with less than 500 tied premises. Companies with 500 or more tied premises are governed by statutory legislation, namely the Pubs Code and Adjudicator regulations 2016.

The Code is effective from the date the Statutory Code (Pubs Code etc. Regulations 2016) comes into force (21 July 2016) and is not retrospective. The Code replaces the Industry Framework Code Version 6 and any previous individual company codes. The Code is supervised by the Pub Governing Body ([www.thepubgoverningbody.co.uk](http://www.thepubgoverningbody.co.uk)). Individual companies are required to display the Code within the tenanted/leased section of their websites and ensure each of their tenants receive a copy.

The Code sets standards for landlord companies regarding the interaction with tied tenants throughout the life of their relationship with the company. Individual sections describe industry requirements for:

- **Letting of Premises**
- **Rent Reviews**
- **Agreement Renewal**
- **Interaction with Landlord**
- **Operation of AWP**
- **Use of Flow Monitoring Equipment**
- **Complaints Procedure**
- **Surrender of Tenancy**

A full list of signatories to the Code is shown at the beginning of this document. The Pub Governing Board (PGB) strongly recommends that new entrants to the Licensed Trade only consider taking on a tied agreement with a company which subscribes to this Code or is governed by the Statutory Code.

# INTRODUCTION

Types of tied agreements with companies owning less than 500 tied pubs and containing the following characteristics, are specifically covered by this Code, irrespective of what they are called or how they are marketed. If you are taking on a lease agreement (typically longer term and fully repairing and insuring) please refer to the leased version of this Code.

## **i. Tied Tenancy agreements**

Tenancies are typically agreements with a short period of tenure around 3-5 years. Tenants are likely to be “tied” for a range of drinks, with the pub owning company responsible for the structural upkeep of the property and providing additional support services. Such tenancy agreements fall within the protections of the Landlord and Tenant Act 1954.

## **ii. Tied “Contracted Out” Tenancy agreements**

Companies may also offer fixed term tenancy agreements of more than one year that are contracted-out, i.e. not subject to protection under the Landlord and Tenant Act 1954. Tied contracted-out agreements are for fixed terms and are not capable of being renewed for a further fixed term. Companies will specify if there is a process by which a further contracted-out agreement may be granted. Subsequent terms are not required to be “contracted in”.

The Tenant does not have a statutory right to be granted a further contracted-out agreement.

The treatment of contracted-out rent agreements under Pub Independent Rent Review Scheme (PIRRS) are dealt with under clauses 45 and 46 of this Code.

## **Types of agreements which are NOT covered by this Code:**

### **i. Temporary agreements**

Temporary agreements of one year or less are not covered by the Code, often referred to as tenancies at will (TAWs) or temporary tenancies. These are short-term agreements which can be terminated at short notice, and which are used to cover either temporary arrangements or interim arrangements, while longer term agreements are finalised. Companies must make clear in writing that the tenant is taking on a temporary agreement and is therefore not covered by this code of practice (if the length of agreement is one year or less).

### **ii. Free of Tie tenancy agreements**

These types of tenancy are not covered by this code due to the lack of any form of tie to purchase products from the pub company.

# PRINCIPLES OF THE CODE

1. Companies which subscribe to the Code agree to:
  - abide by its terms and to act at all times in the spirit with which the Code has been compiled;
  - act with integrity and honesty at all times and conduct business in a professional, fair and legal manner;
  - be transparent about their terms of business and other dealings, particularly any charges made or costs passed on and the way in which rent has been assessed;
  - offer contracts that are fair, reasonable and comply with all legal requirements;
  - deal with complaints speedily and fairly, in accordance with a clearly defined internal dispute mechanism and with access to independent dispute resolution, where appropriate, if such a mechanism fails to resolve the complaint.
2. The Code also places obligations on tenants and lessees to ensure that they are fully equipped to make informed commercial decisions. It includes requirements or recommendations for tenants to take independent professional advice.
3. The Code also sets out a requirement for prospective tenants to undertake training to ensure that they fully understand the implications of a pub tenancy.

# PRE-ENTRY REQUIREMENTS FOR TENANTS

4. Pub operating companies are under an obligation to ensure that Pre Entry Awareness Training (PEAT) is completed by proof of certification from the prospective tenant before the final terms for the premises are agreed.
5. Prospective tenants must always demonstrate that they have taken proper independent professional advice prior to accepting a tenancy and that such advice has been used to prepare a business plan.
6. PEAT is also an essential part of the final interview process and will help the applicant prepare. It is the company's responsibility to ensure that PEAT is completed at least five days in advance of the final interview at which Heads of Terms are agreed.
7. Prospective tenants must prepare a Business Plan which will include estimations of incomes and related costs, together with projected profit and loss (P&L) calculations. Prospective tenants should consult their financial advisors on the effects of changes on the business plan, both positive and negative.
8. Business plans should be prepared independently by the tenant or prospective tenant and are not to be confused with the pub owning company's rent assessment. Further information on the form and content of rent assessments and the role of P&L accounts is contained from Clause 27 onwards.
9. Tenants and their advisers' attention should also be drawn to the Royal Institution of Chartered Surveyors (RICS) guidance which provides advice to valuers<sup>1</sup> on the matters to which they should have consideration. *(see annex 4, note 1)*
10. Companies will advise prospective and existing tenants about the availability of industry benchmarking reports, which may assist with the preparation of their business plan and in particular, assist with market comparisons under RICS guidance. *(see annex 4, note 2)*
11. Some of the above requirements may be waived (but NOT the business plan), at the company's discretion, in cases where the prospective tenant is suitably qualified through experience and achievement to rely on their judgement or is a company of sufficient standing.
12. Companies will require prospective tenants to sign an exemption agreement signifying that the requirements for pre-entry training and or professional advice have been waived in accordance with the statement of qualification for exemption made by the prospective tenant. Companies will provide details of any other training courses they require to be completed, prior to the tenant taking on the agreement.
13. A waiver may be applied where:
  - Applicants are multiple retailers with a number of other pub or bar premises.
  - Applicants can demonstrate at least three years recent experience of running a successful tenanted or leased pub business.
  - Applicants can demonstrate at least three years' relevant business management experience.
  - Applicants have an existing successful lease or tenancy with the company.

<sup>1</sup> RICS Guidance Paragraph 7.18: "The supply tied tenant, aside from paying property rent and in some cases a share of machine income, also pays the wholesale prices of the supplying landlord, which are usually higher than those the tenant would pay in the open market. The tenant may compare its own property with the circumstances of being free of a supply tie and consider the profit achievable under those circumstances."

# MINIMUM REQUIREMENTS FOR COMPANY INFORMATION

14. The key principles set out below must be followed to ensure sufficient information is provided to enable the “reasonably efficient operator”<sup>2</sup> to understand the nature of the pub business being offered and how this will be embodied in a tenancy agreement.
15. Information provided by the company should be sufficient to allow a thorough evaluation of the business opportunity and the preparation of a detailed business plan to enable a considered commercial decision to be made.
16. Prospective tenants should be advised as to whether protection is afforded to tenants under Part II of the Landlord and Tenant Act 1954, as amended, for premises in England and Wales, or whether the agreement is “contracted out” in accordance with the procedures set out in the Act (see introduction for a fuller description). *(see annex 3, summary of tenancy agreements)*
17. A summary of the general terms of the agreement under discussion must be provided to the prospective tenant before the final interview. This will involve the types of tenancy agreements available and the period of tenure, any purchasing obligations such as a beer tie, together with discounts available, amusement machine tie and any other product ties, and whether they would be willing to consider discussing amendments and whether standard terms are open to negotiation<sup>1</sup>. *(see annex 3, summary of tenancy agreements)*
18. Information should be provided to prospective tenants regarding the treatment of cask conditioned beer, for example as an allowance within the expenses or an adjustment to the gross profit line. When calculating the selling price and margins for cask ale, tenants should check information on saleable pints made available by the beer supplier and make the necessary adjustments to wastage allowances and/or gross profit in any business plan or P&L account as appropriate. Details should also be given regarding repairing obligations, payment terms, rent review frequency and ownership of fixtures and fittings. Companies will also advise whether there is a superior landlord where the company does not own the freehold of the premises. *(see annex 4, note 3)*
19. At or before the final interview, companies must ensure the tenant completes and signs a tenancy interview checklist in respect of the property. An example is included at Annex 1 of this document, please note that as practices differ from company to company. Tenancy interview checklists will not follow a standard format – however this does not affect the fact that the company must ensure the tenant completes such a checklist ahead of taking on the agreement.

<sup>2</sup> RICS Guidance Paragraph 2.10: “A concept where the valuer assumes that the market participants are competent operators, acting in an efficient manner, of a business conducted on the premises. It involves estimating the trading potential rather than adopting the actual level of trade under the existing ownership, and it excludes personal goodwill.”

## PUB PREMISES

20. A full description of the pub building together with associated land and buildings included in the tenancy will be provided, including details of the premises licence and any conditions attached thereto as well as any enforcement action taken during the previous two years, where known. It may also include details of any Early Morning Restriction Order (EMRO) or Late Night Levy where known, and information about local planning developments that will affect the premises.
21. Details of any restrictions on the uses to which the premises may be put which relate to its operation as a public house (e.g. ACV status, planning constraints on types of trading and/or hours, disclosure of Use Classes – A3 or A4) will be provided.

## BUSINESS DEVELOPMENT MANAGERS (BDMs)

22. Companies will set out provisions and commitments governing the competence and future progression of BDMs or equivalent role; including on-going training. (*see annex 4, note 4*)
23. Companies will set out the role of BDMs and the support and professional guidance they will provide including the content and application of the Code and associated self-regulatory mechanisms. Under the Code, companies will ensure all BDMs have completed appropriate training. Companies must ensure this is completed within twenty-four months of the BDM being appointed in their role. This will include procedures for rent reviews. In keeping with the code, BDMs are required to act in a professional and responsible manner in their dealings with tenants. (*see annex 4, note 4*)

## BUSINESS SUPPORT

24. Companies will explain how the relationship between the company and the tenant will be conducted during the operation of the tenancy so that the business opportunities presented by the outlet can be exploited to mutual benefit.
25. Companies will describe the range of support programmes and advice which may be available through the company. Such support might typically include:
  - Commitment to assess capabilities and training needs of tenants and staff.
  - Licensing and legal issues.
  - Business management advice (tenants will be advised to obtain professional services in areas such as finance, stocktaking and book-keeping).
  - Brand promotion, merchandising and provision/maintenance of dispense equipment.
  - Outlet promotion and marketing.
  - Procurement benefits.
  - Rating advice.
  - Property support – external decoration, signage, building repairs.

(*see annex 4, note 5*)

26. Companies will set out their policy for dealing with requests for assistance from tenants arising from circumstances where it can be demonstrated that their business has been adversely affected by a material change in circumstance beyond their control. This is defined as an event that brings about a permanent change to trading conditions (documented by one year's worth of evidence), is not capable of prevention or remedy by other means, specifically affects the tenant's pub, and is not a result of an increase in tax, duty or regulatory compliance costs. The tenant must make their request for assistance in writing to their BDM. Companies will respond within thirty-five calendar days, unless a further timescale is mutually agreed. (see annex 4, note 6)

## RENT ASSESSMENT

27. Rent assessments are used by pub owning companies in the preparation of rent negotiations (see Annex 2). Please note that the example assessment at Annex 2 is the minimum amount of information that must be provided to the tenant by the company.
28. All initial rent assessments and assessments for periodic reviews or renewals must be conducted in accordance with the RICS guidance prevailing at that time.
29. Tenants are encouraged to seek advice from a suitably qualified trade valuation advisor before accepting a proposed rent.
30. The guidelines for rent assessment are established independently by RICS and applicable to all tenancies. RICS keeps its rent assessment guidelines under review. Amongst other matters which the guidelines may take into account are any resulting legislative changes and court rulings.
31. Any resultant changes arising from such developments of the guidelines will be adopted and applied to all tenancies on review as and when they are published.
32. Companies are to ensure that they make tenants aware that any authorised improvements carried out by the tenants at their own expense, are properly documented through a landlord's 'Licence to Alter' and signed by both parties. This will enable the correct procedure under the RICS guidelines for dealing with these works when negotiating the rent.
33. A "Rent Assessment Statement" shall be provided for all new tenancy agreements and for the purposes of rent reviews. It will contain sufficient detail to enable a prospective tenant to take proper professional advice upon the terms, conditions and effect of the tenancy being offered. The Rent Assessment Statement will be based on reasonable assumptions and will be produced, drafted and approved by a properly competent individual. The Rent Assessment will enable the tenant to estimate potential profit and loss. Such P&L accounts are not intended to be nor must they be taken as projections of profit. Evaluation of the business prospects and profitability are a matter for the tenant and business planning.

34. The rent assessment model will be based on a lawful application of statute and common law. Companies will ensure that the prospective tenant is aware of the basis of the rental assessment (Fair Maintainable Trade) and how the market rent for the property is established. The setting of initial rent and its subsequent review will be handled fairly being based on sustainable trade levels with reasonable allowances made for costs.
35. Details of product volumes purchased directly from the company over the past three years will be provided to prospective tenants where available. Precise history of turnover and overheads will generally not be available as such information rests with the existing or former holders of the tenancy.
36. Companies will ensure that a responsible officer of the company or its agent involved in obtaining and/or evaluating the supporting material provided in preparing the rent assessment will have visited the premises in question within at least three months prior to the assessment being undertaken.
37. Companies will seek to comply with any reasonable request for further information relevant to the rent assessment from the tenant and/or their professional advisors. Where such information is not available the reason for this must be disclosed.
38. When calculating gross profits for tied pubs the prices charged to the tenant by the pub owning company in the relevant tied price list should be used and allowance made for wastage where appropriate. *(see annex 4, note 3)*

## RENT REVIEW & RENEWALS

39. All relevant information, including a rent assessment, must be provided for both a rent review and agreement renewal. Companies will provide a specific timetable for the process involved in rent negotiations, rent review and renewals (the procedure for contracted-out tenancies is dealt with in sections 45-46). Initial rent renewal proposals should be issued no less than six months before the review date. *(see annex 4, note 7)*
40. Where the agreement does not include periodic rent reviews, then a tenant may at any time request a rent assessment following the conclusion of an agreed rental term.

## PUB INDEPENDENT RENT REVIEW SCHEME (PIRRS)

41. In the event that a rent review remains in dispute when the company and the tenant have produced their final rent proposals and internal resolution procedures have been explored, the tenant has the right to refer the matter to an independent expert through PIRRS or arbitration. (see annex 4, note 8)
42. Referrals to PIRRS can be made in respect of the following events;
  - Rent reviews.
  - Settling the rent upon the intended grant of a contracted-out tenancy agreement to an existing tenant.
43. A link to PIRRS will be available on the leased and tenanted section of the company website. ([www.pirrscheme.com](http://www.pirrscheme.com))
44. Irrespective of the terms of the tenancy agreement the tenant has the right to elect for a referral to PIRRS and agrees to be bound by the expert valuation delivered through PIRRS (as does the company). This will not remove the right to arbitration as provided for within individual agreements but the tenant will waive such a right if the option to refer to PIRRS is taken.
45. With regard to tied contracted-out tenancies, companies must advise the tenant no less than six months prior to the expiry of a contracted-out tenancy whether the tenant will be offered a new agreement. If both parties agree to take forward a new contracted-out agreement, the tenant will have the right (where agreement on rent cannot be reached) to make an application to PIRRS for independent assessment of the rent reflecting the terms of the tenancy agreement, subject to the conditions below.
46. An application to PIRRS to determine the rent for a contracted-out agreement for an existing tenant in the premises will only be permitted if the referral is made no more than six months and not less than three months prior to the expiry of the contracted out term, there having been no breach of the existing tenancy agreement and all other terms of the new tenancy (aside from rent) have been agreed. As stated in the introduction to this ode, the tenant does not have a statutory right to a new contracted out agreement.

## INDEXATION

47. Where a tenancy refers to indexation of rent by reference to an index (e.g. RPI/CPI), companies will confirm that the agreement specifies which index is to be used, the date on which the rate will be assessed and applied as well as the frequency of any adjustment. Companies will notify their tenants that the adjustment in the rent may be upwards or downwards, according to the movement of the index at the time. Companies should encourage tenants to take advice on the effect of indexation on their business plan and their income over the rental period.

## UPWARDS ONLY RENT REVIEWS (UORR)

48. UORR clauses must not be included in new tied tenancy agreements or subsequent renewals.
49. Some existing agreements may contain UORR clauses and, in such circumstances, companies will make it clear that they will not enforce them. In addition, if tenants want a side letter/deed of variation to that effect it can be provided though at the tenant's expense. Companies will also provide tenants with the opportunity to convert to new agreements without an UORR at no less favourable commercial terms if terms can be agreed.

## WHOLESALE PRICE LIST

50. The pub owning company's current and relevant price list will be supplied (under the terms of the agreement for tied and other products) which will include notification about any imminent changes. An outline of trading terms (e.g. credit/payment terms) will also be provided. Pricing and any changes to price lists will always be communicated to the tenant in a fair, timely and transparent way.
51. Where beer is supplied under a tie, details of the range of products available will be provided, including the prices charged by the company for these products, qualifications for discount and whether the company will allow a guest beer supplied direct from any other supplier to be purchased outside the tie.
52. Where wet products other than beer are also supplied, the terms of the purchase obligations attached to these products will be made clear according to the type of agreement. (*see annex 3, summary of tenancy agreements*)

## INSURANCE

53. Companies must make it clear whether the company will maintain and meet the cost of insurances for the building or whether the cost of such insurance is to be arranged by the company and re-charged to the tenant. Where the company makes a charge the following clauses in this section apply. (*see annex 4, note 9*)
54. Full details of the insurance schedule (to include all aspects of cover provided), a summary of cover and the charges payable to the company will be given to the tenant together with any excess applicable. Companies will "price-match" on any like-for-like policies (based on realistic comparable terms) identified by the tenant and will provide all necessary information on request to enable a comparable quotation to be sought.
55. In the event that the tenant is able to demonstrate that such insurance can be secured at a lower price, for the same degree of cover, the company will recompense the difference in the charge.
56. Companies re-charging for insurance cover will do so only in accordance with the policy and this charge will be clearly and separately shown in the shadow P & L account that is included in the rent assessment statement. Companies will make specific reference to the insured risks to the pubs to which the charge refers.

## AMUSEMENT MACHINES

57. Companies will explain the procedure with regard to the supply and operation of tied amusement machines on the premises<sup>3</sup>. (see annex 4, note 10)
58. Relevant information will include the terms of supply (whether or not a machine tie exists), number and siting of machines, arrangements for the collection of cash, machine-management support provided and details of how the landlord/tenant share of machine income will be assessed. (see annex 4, note 10)
59. Companies will specify the distribution of machine income between the company and the tenant. (see annex 4, note 10)
60. Companies may not apply royalty charges or up-front access payments.
61. The basis of the calculation of any management or administration fees charged must be transparent, clearly explained and justified. The detail of the charges to be applied and the services that it will cover, must be provided to the tenant in advance of an agreement being signed or a charge being applied. Administration charges must be reasonable and must relate solely to the operation and maintenance of those machines covered by the purchase obligation. Such charges must be deducted before the agreed distribution of machine income is made.
62. Tenant income which derives from amusement machines under a purchasing obligation will not be included in the rent assessment statement and will be shown below the 'divisible balance'. Where such income is not subject to a purchase obligation, the net income may be included in the pub income and assessed for rent. The net income is that accruing to the tenant after rent, maintenance and other such charges are taken into account.

## FLOW MONITORING EQUIPMENT

63. Pub operating companies may have a right to install flow monitoring equipment (FME) within premises depending on the terms of individual tenancy agreements granted. Where the pub operating company does have such a right they are at liberty to introduce such equipment.
64. Pub operating companies are responsible for the installation costs, maintenance and calibration of FME.
65. Pub operating companies are under an obligation to share data (if requested) derived from FME with the tenant. This is a useful management information tool. Access to such data is to be available online and/or through a request to the BDM.
66. Tenants are responsible for the cost of electricity.

<sup>3</sup> This will include Category C and D machines, skill with prize machines, pool tables and similar equipment.

67. Protocol in the event of a suspected breach of the tie is as below:
- i. Where FME data records any discrepancies between dispensed volumes and those purchased from the pub company, the pub company or agent, authorised to act on behalf of the company will visit the premises to conduct an investigation.
  - ii. If FME data provided through FME shows a variance between volumes dispensed and those purchased from the pub owning company, a calibration of the system by a suitably qualified person, must be carried out before any investigation is raised. The tenant must be invited by the pub operating company representative, or their authorised agent, to attend the re-calibration of FME. Following calibration (i.e. the system is working properly) FME information obtained prior to the calibration remains valid.
  - iii. Where FME data indicates that a breach of the tie agreement has occurred, pub operating companies must provide one or more pieces of supporting evidence, in addition to this data, before a charge can be levied against a tenant's trading account.
68. Additional evidence, as referred to in Paragraph 67 (iii) may include, but shall not be limited to one or more of the following:
- **Discovery of product not purchased from Pub owning company**
  - **A signed admission by the tenant**
  - **Non pub company marked packaged product on site**
  - **Letter of undertaking**
  - **Stock reports**
  - **Significant turnover discrepancies versus accounts**
  - **Surveillance information**
  - **Third Party supplier documentation**
  - **Test purchasing**
  - **Proof of tampering**
  - **Container balances**
  - **Container tracking**
  - **Refusal of access to any part of the property without due reason by the signatory to the agreement**
69. Where a breach of the tie agreement has occurred pub operating companies are permitted to impose a penalty charge as specified in the agreement. Pub operating companies are not permitted to raise a charge to the trade account without the tenant's prior knowledge. (*see annex 4, note 11*)
70. Where tampering with flow monitoring equipment is discovered, pub operating companies are entitled to recover from the tenant, costs relating to any necessary repairs.

## CAPITAL DEVELOPMENTS

71. Where the company is to undertake and to be responsible for the financial cost of a capital development project (and the agreement provides for this), they must make clear to the tenant the implications of such a development on the rent payable and the tenant's financial responsibilities for fixtures and fittings.
72. Tenants are advised that they should always discuss with the company, obtain a "Licence to Alter" and take professional advice before undertaking any capital investment projects at their cost.

## DILAPIDATIONS

73. If dilapidations are to be applied, companies will provide a breakdown of repairs or decorations to be carried out within two months of notice being served by or on the tenant or six months prior to the termination of the tenancy.

## TERMINATION

74. Companies will advise whether there is an obligation for the purchase of fixtures and fittings on termination of the tenancy and, if so, what arrangements for payment should be made. *(see annex 4, note 12)*

## SURRENDER

75. Companies will set out how they will deal with any requests for surrender of the tenancy outside agreed notice periods. *(see annex 4, note 6)*

## COMPLAINT RESOLUTION

76. Companies should explain the procedures to be adopted where either party feels that the provisions of the Code have not been followed. Where the tenant believes that he/she is the aggrieved party, the procedures should ensure that the matter is properly considered at an appropriately senior level of management in the company concerned, and at a level of management higher than that at which the relevant decisions were initially taken. *(see annex 4, note 13)*
77. Firstly, the tenant should make their initial complaint in writing to their BDM. If a satisfactory conclusion cannot be reached it will then be escalated in accordance with the company's own grievance procedure. However, the written complaint must be formally concluded by the senior manager within thirty-five working days of receipt, unless another timeframe is mutually agreed. *(see annex 4, note 13)*

# PUB INDEPENDENT CONCILIATION & ARBITRATION SERVICE (PICA-SERVICE)

78. For other types of dispute, with the exception of contractual rent review, where a resolution is not considered possible or is not achievable the complaint may be referred either to the Courts or where the complaint concerns the adherence to the Code to PICA-Service for independent resolution, provided that the company complaints dispute mechanism has first been completed.
79. PICA-Service provides an independent service, available at low cost to tenants. Disputes may be referred either after pursuing remedies through the company and failing to reach a satisfactory resolution or where the company fails to respond to an initial written outline of grievance, and in accordance with PICA-Service protocols.
80. Where the process described in Paragraph 77 does not bring about a conclusion satisfactory to the tenant, the company is obliged to give the tenant the right for a referral of the dispute to an independent panel through PICA-Service, or through arbitration, or through due legal process in the courts.
81. Where the tenant elects to refer the dispute to the PICA-Service, as part of the application process the dispute will not be able to progress to the final hearing stage if the tenant does not sign an acceptance form to the terms and conditions of the service. The relevant company will be required to sign an acceptance form to the same effect and will abide by the findings of the Panel.
82. The acceptance of PICA-Service terms and conditions cannot forfeit the tenant's or landlord's rights under the tenancy agreement, nor can the acceptance of the terms and conditions prevent the parties seeking further redress through the courts. However, it is expected that both parties participating in PICA-Service will abide by the findings of the PICA-Service Panel.
83. A link to PICA-Service will be made available on the leased and tenanted section of company websites ([www.picaservice.com](http://www.picaservice.com)).

# ANNEXES

There are two standard annexes attached to this Code of Practice - one dealing with the interview checklist, and the other the rent calculation.

## **Annex 1 - Interview Checklist**

To ensure every applicant has the opportunity to ask questions and to cover all the points in the main Code document that need clarification, the following interview checklist has been prepared to aid companies. This is not an optional document, however it should be adapted to fit the circumstances under which the pub is let by the operating company. It would be good practice for the BDM or equivalent to have gone through the list with the applicant prior to the final interview, in order to help them prepare questions. PEAT, unless waived, is also an essential part of the final interview process and will help the applicant prepare. It is the interviewer's job to ensure that PEAT was completed at least five days in advance of the final interview.

## **Annex 2 -Rent Assessment Statement**

Annex 2 contains the rent assessment. This document shows the minimum information required. Some companies will expand the assessment statement to include other items of expenditure, or a more detailed product breakdown of wet turnover. It should be made clear by the interviewer how the following paragraph is dealt with within their company. It should either be by an allowance within the expenses or an adjustment to the GP line.

*'When you are calculating your selling price and margins for cask (real) ale, remember to check the information on saleable pints made available by your beer supplier. You then need to make the necessary adjustments to wastage allowances and/or GP in any business plan or P&L account as appropriate, depending on the product mix of your business.'*

# JW LEES ADDITIONAL ANNEXES

In addition to the two standard annexes above, JW Lees have provided three further annexes in order to provide additional information and details concerning points raised in this code of practice.

## **Annex 3 - Summary of Tenancy Agreement**

A straight-forward summary of the main terms and conditions for our two core tenancy agreements, provided side-by-side in order to allow for easy comparison.

## **Annex 4 - Supporting Notes for the JW Lees Code of Practice**

Annex 4 contains additional note to provide detailed information regarding specific scenarios and processes as they arise throughout the code. It explains how JW Lees behaves in various specific situations and the processes that are in place to ensure our compliance with this code.

## **Annex 5 - Repairs Liability Schedule**

This outline repair responsibilities in detail, identifying where the tenant or landlord (JW Lees) are liable for completing repairs to the property.

# ANNEX 1 - INTERVIEW CHECKLIST

In respect of

(Property name and address)

Date:

Venue:

Attendees:

## 1. Consideration of Application Form:

- Experience of applicant's personal circumstances and ability to hold licence
- Review of applicant's business plan (must be signed/dated by applicants)
  - proposal for business short and longer term
  - profit and loss accounts for at least two years
  - cash flow forecasts
- Confirmation of applicant's financial position
  - proof of finance seen
  - reference information
- Copy of personal licence received
- Copy of BII Certificate of Pre-Entry Awareness Training received dated at least 5 days ago.

## 2. Discussion of Tenancy Terms:

- Length of Tenancy
- Explain Landlord & Tenant Act - is agreement contracted in or out?
- Discussion of rent offered by applicant/agree rent by negotiation with regard to the maintainable business of the pub
- Frequency rent is payable
- Rent review provisions - explanation of rent review procedure and specific timetable
  - Is the rent indexed to RPI/CPI (explain)
  - Periodic Review at end of each agreed term (normally 3, 5 or 6 years)
- Benchmarking reports BBPA, ALMR, BII
- Dispute procedure - explanation of PIRRS and PICAS
- Building insurance - who pays the building insurance - explain process
- Tenants Insurance - explain their obligations - etched glass, public liability, employer's liability, loss of cash etc.
- Repair obligations – refer to tenancy agreement list - explain who is responsible for what
- Alterations – what can a tenant alter without permission under the tenancy - explain joint improvements with tenants - explain permissions to re-decorate (if any) and why
- User clause – normally just pub, but can have restaurant or letting added where appropriate
- Opening Hours- agree opening hours
- Tie - explain the extent of the tie - explain beer flow meter procedure if in place
- Machine Income - terms of supply - explain terms of supply/share of income

## 3. Other Property Matters:

- Rating - explain re rates and any experts the company has to help with review of rates
- Discussion of physical state of property and any plans company has to invest
- Discussion of other company outlets operating in locality especially If an investment is Imminent

#### 4. Business Matters:

- Ensure applicant has had details of:
  - past three years history of goods supplied
  - past three years turnover figures (if previously managed house)
  - rent assessment
  - copy of the premises licence and any restrictions it contains/recent enforcement action
  - details of any restrictions on the usage of the property
  - copy of all wet product price lists
  - blank copy of the agreement on offer
  - beer flow monitoring equipment procedure where applicable
- Terms of Trading – credit facilities, etc
- Discussion of previous operators of property
- Explanation of Discount Schemes if applicable to agreement
- Explanation of Capital Investment Policy if applicable
- Discuss ongoing training given to BDMs and the business support the applicant can expect from them

#### 5. Estimated Ingoing Costs:

- Explanation of ingoing costs
  - Rent in advance £
  - Deposit £
  - Inventory £
  - Stock/glassware/working capital £
  - Letting Fee £
  - Improvements/repairs £
  - Estimated total ingoing £

#### 6. Procedural Matters:

- Heads of Terms Letter sent following successful application - needs to be signed and returned
- Explain procedure for completion day
  - tenancy must be properly completed
  - rent/deposit/fees/inventory should be paid via solicitors or brokers in advance
  - valuers for both parties will usually check stock/inventory on day of change
  - explain transfer of undertakings procedure
  - explain minimum training requirements if applicable
  - explain open book accountants' procedure if applicable
- Re-iterate the requirement to have sought professional advice before signing agreement

#### 7. Final

- Confirmation of rent agreed £
- Confirmation of proposed change date if possible

I/We the undersigned confirm that the above subjects have been fully discussed

I/We were given the opportunity to ask questions on all aspects of the premises.

I/We were supplied and given an explanation of the contents of the Code of Practice.

Applicant Signature	Date
Interviewer Signature	Date

# ANNEX 2 – RENT ASSESSMENT STATEMENT

Rent assessment statement (without prejudice) Pub X

## TRADING HISTORY (Where applicable)

PRODUCT	Measures	Year	Year	Year
Beer	Barrels			
Minerals	Litres			
Wine	Litres			
Spirits	Litres			

## WET TURNOVER

PRODUCT	% of wet sales	Turnover	Total
Beer			
Minerals			
Wine			
Spirits			
Dry turnover (food)			
Accommodation			
Machine income			
Other income			
<b>TOTAL</b>			

## GROSS PROFIT

PRODUCT	%	Total
Wet		
Dry		
Accommodation		
Machines		
Other income		
<b>TOTAL</b>		

## EXPENSES

	% Turnover	Total
Wages		
Rates		
Utilities		
Repairs		
Marketing/promo		
Professional fees		
Service charge		
Interest on capital		
Other costs		
<b>TOTAL</b>		

## tenanted rent calculation

Pub trading profit				
Less AWP Machine Income				
Net divisible profit				
	% to rent			
Current Rent				
Rent payable future				

**Please note:** this valuation is hypothetical. It is based on assumptions and does not guarantee future or present performance of the business. Operators are always advised to take independent unless their own experience permits them to be entirely confident of their own assessment.

# ANNEX 3 – SUMMARY OF TENANCY AGREEMENTS

JW Lees & Co (Brewers) Ltd offer two types of core agreement; the One-Year Tenancy and the Three Year Tenancy. Details of each agreement are outlined below:

	3-YEAR TENANCY	1-YEAR TENANCY
Length of agreement	3 years	1 years
Covered under code of practice	Yes	No
Property rent	Calculated using Royal Institute of Chartered Surveyors (RICS) guidelines	Calculated using Royal Institute of Chartered Surveyors (RICS) guidelines
Drinks tie	Full tie on all drinks	Full tie on all drinks
Discounts available	Standard £52 per brewers barrel off wholesale price on all draught ales, lagers and ciders (except Guinness)	Standard £52 per brewers barrel off wholesale price on all draught ales, lagers and ciders (except Guinness)
Security deposit	Minimum of £5,000	Minimum of £5,000
Payment terms	Weekly in arrears (when full deposit held)	Weekly in arrears (when full deposit held)
Cooling off period	3 months-notice to quit during the first 3 months of the tenancy	N/A
Covered under the landlord & tenant act 1954	Yes	No
Notice period – tenant notice to JW Lees	6 months-notice to quit (after first 3 months of the agreement)	8 weeks-notice to quit at any time
Notice period – JW Lees notice to tenant	N/A	8 weeks-notice to quit at any time
Right to renew agreement	Yes	No
Assignable	No	No
Machine income - tenant share	Amusement with Prizes = 30% Skill with Prizes = 20% Pool Tables = 40%	Amusement with Prizes = 30% Skill with Prizes = 20% Pool Tables = 40%
Repairing liability	Tenant; internal / decorative JW Lees; building	Tenant; internal / decorative JW Lees; building
Building insurance	JW Lees responsibility	JW Lees responsibility
Liability & contents insurance	Tenant responsibility	Tenant responsibility
Boiler servicing	JW Lees carry out service and re-charge tenant	JW Lees carry out service and re-charge tenant
Fixtures & fittings	Options include: - Outright purchase - Conditional Sale Agreement - Weekly Service Charge	Options include: - Outright purchase - Conditional Sale Agreement - Weekly Service Charge
Cooling equipment & refrigeration	Weekly service charge	Weekly service charge

# ANNEX 4 – SUPPORTING NOTES FOR THE JW LEES CODE OF PRACTICE

(Pub Sector – England & Wales Tenanted Code of Practice {1-499 tied pubs})

## **Note 1**

For further information relating to the Royal Institute of Chartered Surveyors (RICS) and their guidance, visit their website: [www.rics.org/uk](http://www.rics.org/uk)

## **Note 2**

Further information relating to industry benchmarking reports and guidance for tenants is available at the British Beer and Pub Association (BBPA) website: [www.beerandpub.com](http://www.beerandpub.com)

## **Note 3**

Wastage allowance; when calculating rents using our shadow profit and loss (P&L) model we allow for 8 pints in every brewers barrel (36g) as ullage (ie not sold). This translates to a lower gross profit figure on the P&L than if every pint were counted. This allowance applies to all draught products (cask and keg) and whilst JW Lees recognises that products will have varying levels of wastage we are confident that the total allowance given is more than sufficient to cover the actual wastage experienced.

## **Note 4**

Business Development Managers (BDMs)

Your BDM is a valuable resource who will act as your 'business consultant' with regards to the many aspects of running your pub. This will typically involve reviewing your business plan and financial planning, providing advice around marketing, business development initiatives, accountancy provision, stocktaking, costs, quality control, product range and pricing etc. He / she will also provide support and advice regarding potential capital investment schemes, as appropriate. Typically, you will meet with your BDM every month, though this may vary depending on the level of support required and the initiatives you are undertaking (for example, if your pub was receiving a significant refurbishment then visits would be much more regular in order to provide sufficient support for your new offer and re-launch etc).

JW Lees BDMs receive regular in-field coaching and training. All BDMs will be trained regarding rent setting procedures along with other key competencies for the role within 24 months of being appointed. Formal performance appraisals are carried out twice yearly to check progress and identify training needs.

BDMs will know and understand the Code of Practice and will receive training and testing on its content.

## **Note 5**

JW Lees Support; we provide support to our licensees in many aspect of running the business, as follows:

- Business planning advice, including nominated professional accountancy provision
- Business management advice, including utility brokers, stock-takers and accountancy
- Access to professional advice around planning, licensing and legal issues (chargeable in some cases)
- Promotional support and discount support on drinks products through the 'Insider' magazine and via trade shows (at least once per year)

- Access to procurement benefits as a JW Lees tenant, including food purchases, marketing materials, accountancy services etc, as available
- In-house technical services support for cellar and bar equipment
- In-house delivery vehicles and dray team ensure accuracy, reliability and flexibility with regards to drinks deliveries
- Free business ratings service carried out by our retained service providers
- Free and low cost marketing support in the form of design and print services, poster kits, banners, menu printing, point of sale materials etc in order to promote activity and events in-pub
- Free social media support and advice
- Three-day induction training programme (Retail Academy), providing support and advice around all aspects of running a pub business in order to provide the best start as a JW Lees tenant
- Additional bespoke support, by pub, and in conjunction with your BDM

## **Note 6**

Requests for assistance / surrender of agreement; if you get into financial difficulty as a result of a permanent change to trading conditions JW Lees will view your situation carefully. We will respond to your written request for support within a maximum of thirty-five calendar days, though usually it will be quicker than this. This will usually be done by the BDM but may be carried out by the Operations Director if deemed necessary. In order to establish the requirement for support JW Lees may request additional information such as accounts, stock-takes and invoices. We will view all information provided and consider solutions, which may include a change to the trading profile of the pub, pursuing other market opportunities, investment opportunities, short-term financial support or terms of a new agreement.

On occasion a situation may arise where a tenant wishes to end the tenancy and leave the premises early, outside of the normal notice period of the agreement; this is known as a surrender of agreement. If you wish us to consider a surrender of your tenancy you must notify us in writing and we will deal with any such request in good faith and work with you to reach an amicable conclusion.

## **Note 7**

Rent Reviews and Renewals; JW Lees standard agreement is a Three-Year Tenancy and this agreement does not provide for a mid-term rent review. The Three-Year Tenancy can be renewed after three years and the renewal is also treated as a rent review at that time. The renewal process is as follows:

- 6-8 months prior to your agreement end date we will write to you to set out our stance regarding the renewal of your agreement. Usually, this will include an offer of a renewed agreement along with our rent proposal for your next three-year term. (In the unlikely event that JW Lees objects to the renewal of your agreement we will explain our reasoning for this when we write to you).
- Your BDM will then organise a meeting with you to explain our proposed rent figure and how it was reached. We will plan to have this meeting with you at least two months in advance of the due date.
- We will provide a shadow P&L to substantiate our rent assessment and will endeavour to negotiate an amicable renewal that satisfies both parties and maintains a strong working relationship.
- Once the rent is agreed the documentation to record it (which will either be a new tenancy agreement or a rent review memorandum, as appropriate) will be provided to you for signature.

## **Note 8**

Rent Disputes; in the unlikely event that we cannot agree a rent following the initial proposal from your BDM then you may request a meeting with the Director of Operations. At that meeting we will ask for a copy of your most recent audited accounts and you may wish to provide additional evidence to support your case. If no settlement can be reached then the Director of Property will carry out a separate review.

Following the completion of this internal resolution procedure if we are still unable to reach agreement then you retain the right to refer your case to the Pub Independent Rent Review Scheme (PIRRS).

## **Note 9**

Insurance; JW Lees insures the building and an excess is chargeable to the tenant on any claim. The tenant must take out their own insurance for public liabilities, stock and contents (including cover for pub fixtures and fittings) for which they are entirely accountable.

## **Note 10**

Amusement machines; all income deriving from amusement machines is shared between the Company, the tenant and the supplier. We will manage machines on your behalf through one or more suppliers with whom we work closely in order to maximise income for all parties. It is the tenant's responsibility to pay gaming duty on the cash in box and then subsequent tenant share of the net income is as follows:

- Amusement with Prizes machines (AWP) = 30%
- Skill with Prizes machines (SWP) = 20%
- Pool Table = 40%

JW Lees do not charge to you any administration or management fee for over-seeing and maximising machine incomes. The number and siting of machines is determined by the premises license and the licensing plan, and varies from pub to pub. This can be changed through a minor licence variation and may form part of business development discussions with your BDM.

We will work with you to maximise machine income, provide a range suitable machine options and respond positively to all reasonable requests for machine changes and upgrades, as appropriate.

## **Note 11**

If it is found that there has been a breach of the purchasing tie then a charge of £200 per equivalent brewer's barrel (36g) for loss of profit to the Company will be made. JW Lees may also take additional action against a tenant who has broken the purchasing tie, including forfeiture proceedings, particularly where there have been serious or persistent breaches of the tie.

## **Note 12**

The tenancy agreement provides that JW Lees should be offered the first opportunity to buy-back any / all fixtures and fittings when you leave the pub. Any such purchase will be subject to a professional valuation with payment made as part of the final exit settlement, usually within one month of the end date, providing all matters have been finalised in accordance with the agreement.

### **Note 13**

At JW Lees we wish to have an open and transparent approach to the relationship we have with our tenants and subsequently aim wherever possible for all issues to be dealt with through negotiation and agreement with the BDM.

However, we recognise that there are rare occasions where a tenant may wish to make a more formal complaint, particularly if they believe there has been a failure to adhere to the Code of Practice. In such circumstances we will follow this procedure:

- If you wish to make a complaint you should write in the first instance to your BDM, who will seek to respond within 14 days
- If you are dissatisfied with the response or action you may request that the matter be referred to the Director of Operations, and furthermore (if the matter remains unresolved) to a Board Director. We will normally aim to complete this process within a further 21 days.
- If, following our internal complaints process you remain dissatisfied with the outcome you retain the right to refer the matter to the Pub Independent Conciliation and Arbitration Service (PICAS) for general complaints, or to the Pubs Independent Rent Review Scheme (PIRRS) for complaints relating to rent.

# ANNEX 5 – REPAIRS LIABILITY SCHEDULE

Detailed schedule of responsibilities for repair.

ITEM	ACTION	JW LEES	TENANT
Airbricks	<ul style="list-style-type: none"> <li>• Replacement of</li> <li>• Keeping clear</li> </ul>	•	•
Air conditioning	<ul style="list-style-type: none"> <li>• Maintenance and repair to</li> <li>• Replacement or major repairs where life expired</li> </ul>	•	•
Asphalt roofs	<ul style="list-style-type: none"> <li>• General repairs to</li> </ul>	•	
Audio systems			•
Awnings and jumbrellas	<ul style="list-style-type: none"> <li>• Repair and replacement of fabric</li> </ul>		•
Back fittings	<ul style="list-style-type: none"> <li>• Formica and other repairs</li> <li>• Decoration</li> </ul>	•	•
Ball valves	<ul style="list-style-type: none"> <li>• Repairs</li> </ul>		•
Bar counters	<ul style="list-style-type: none"> <li>• Formica and other repairs to</li> <li>• Decoration of</li> </ul>	•	•
Beer ducts	<ul style="list-style-type: none"> <li>• Repairs to covers</li> </ul>	•	
Blocks	<ul style="list-style-type: none"> <li>• Concrete - for walls</li> <li>• Wood - for floors/all repairs</li> </ul>	•	
Bollards	<ul style="list-style-type: none"> <li>• Around car parks</li> </ul>	•	
Boilers	<ul style="list-style-type: none"> <li>• Servicing/maintenance</li> <li>• Replacement where life expired</li> </ul>	•	•
Bottled cooling shelves and cabinets	<ul style="list-style-type: none"> <li>• Maintenance to / Replacement where life expired (Rented)</li> <li>• Maintenance to / Replacement where life expired (Tenant owned)</li> </ul>	•	•
Bulbs			•
Burglar alarms			•
Car parks	<ul style="list-style-type: none"> <li>• Major repair to</li> <li>• Relining of and tidying and clearing weeds</li> </ul>	•	•
Casement or sash windows	<ul style="list-style-type: none"> <li>• External repairs to</li> <li>• Renew sash cords</li> </ul>	•	•
Ceilings	<ul style="list-style-type: none"> <li>• Insulation of</li> <li>• All repairs to</li> </ul>	•	•
Ceiling coves	<ul style="list-style-type: none"> <li>• Repairs to. Note: replacement where life expired (see ceilings)</li> </ul>		•
Cellar	<ul style="list-style-type: none"> <li>• Cooling plant repairs to</li> <li>• Decoration</li> <li>• Flaps (external &amp; internal) repairs to</li> <li>• Floors - repairs to</li> <li>• Pitching blocks replacement</li> <li>• Skids</li> </ul>	• • • • •	•
Central heating	<ul style="list-style-type: none"> <li>• Pumps - repairs (including rewinds)</li> <li>• Replacement where life expired</li> </ul>	•	
Cesspit and septic tanks	<ul style="list-style-type: none"> <li>• Regular emptying</li> <li>• Repairs and renewals including media to</li> </ul>	•	•
Chimney	<ul style="list-style-type: none"> <li>• Pots replacement</li> <li>• Pots replacement with proprietary brands to cure problems</li> <li>• Sweep flues</li> <li>• Stacks and liners</li> </ul>	• • •	•
Circuit breakers		•	
Cisterns	<ul style="list-style-type: none"> <li>• Cold water, replacement of</li> <li>• Cold water, lagging of</li> <li>• WC minor repairs to</li> <li>• WC replacement when life expired</li> <li>• WC ball valve, repairs to</li> <li>• External tile hanging, repairs to</li> </ul>	• • • • •	• •
Concrete	<ul style="list-style-type: none"> <li>• External - paving slabs, repairs</li> <li>• Replacement and levelling</li> <li>• Floors screeds, repairs to</li> </ul>	• • •	

ITEM	ACTION	JW LEES	TENANT
Condensation	• Remedial work for (excluding chimneys when sealed)		•
Convector	• Open fires, gas, electric - all repairs to		•
Coping stones		•	
Cracks	• In brickwork • Minor, in plaster	•	•
Cylinders	• Hot water, repairs to • Hot water, replacement when life expired	• •	
Cupboards and shelving	• (Removable) repairs to • (Fixed) repairs to		• •
Damp	• Rising, remedial works	•	
Damp courses	• Repairs to	•	
Decorating	• Internal • External	•	•
Doors	• (External) repairs to • (External) minor repairs to internal faces • (Internal) repairs to • Closers, repairs and renewals • Ironmongery for, repairs and replacements • Draught proofing • Re-hanging	• •	• • • • •
Double glazing	• Repairs to and replacement of		•
Downpipes	• Repairs to • Unblocking of		• •
Drains	• Blockages to • Broken, repairs to • Replacement of grease traps and gullies • Jetting • Manholes, repairs to	• • •	• •
Draught proofing			•
Dry rot	• Repairs for	•	
Drylining	• For damp exclusion • Against condensation	•	•
Duck boards			•
Electric heating appliances	• All repairs to • Wiring to night storage heater	•	•
Electric	• Bulbs, fuses, testers, flexes, plug tops, switches etc. • Wiring, switchboard, ring mains • Emergency light fitting batteries • Heat and smoke detectors	•	• •
Fans	• Extractor/intake repairs to and replacement when life expired		•
Fascias	• (External) repairs and replacement	•	
Felt	• For flat roofs, repairs and replacement	•	
Fences, boundary	• Minor repairs to • Replacement when life expired	•	•
Fire escapes	• Fixed stairways, repairs to • Folding ladder, repairs to	•	•
Fire alarms	• All repairs to		•
Fire fighting equipment	• All repairs to		•
Fireplaces	• Repairs to fireback • Repairs to hearth, mantels etc		•
Fixed seating	• Repairs and replacement		•
Floodlighting	• Replacement lamp and fittings • Replacement wiring	• •	
Floor coverings	• All repairs where loose laid or glued (including cork, thermoplastic tiles etc)		•
Floors	• Concrete screed, all repairs to • Floor boarding, all repairs to	•	•
Flues	• Sweeping		•
Foot rails	• Repairs and replacements	•	
Foundations	• Movement in and repairs to	•	

ITEM	ACTION	JW LEES	TENANT
Frost	<ul style="list-style-type: none"> <li>• Damage by/to pipes</li> <li>• Protect against by insulation</li> </ul>	•	•
Furniture	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>		•
Furring pipes		•	
Gas	<ul style="list-style-type: none"> <li>• Piping, minor repairs to</li> <li>• Replacement where life expired</li> </ul>	•	
Gardens			•
Glass	<ul style="list-style-type: none"> <li>• All glass and mirror replacement</li> </ul>		•
Gutters	<ul style="list-style-type: none"> <li>• Unblocking</li> <li>• Decoration of</li> <li>• Repairs to</li> </ul>	•	•
Hand rails	<ul style="list-style-type: none"> <li>• Repairs and replacement</li> </ul>		•
Hardboard for flooring	<ul style="list-style-type: none"> <li>• Overlay to receive tenant's floor covering</li> </ul>		•
Hat and coat hooks			•
Immersion heaters	<ul style="list-style-type: none"> <li>• Repairs and replacement</li> </ul>	•	
Ironmongery for doors & windows	<ul style="list-style-type: none"> <li>• All repairs and replacements</li> </ul>		•
Joists	<ul style="list-style-type: none"> <li>• To roof, floors and ceilings (other than decorative raised floors)</li> </ul>	•	
Lagging	<ul style="list-style-type: none"> <li>• Insulate against frost</li> <li>• Insulate against heat loss</li> </ul>	•	•
Lifts and hoists	<ul style="list-style-type: none"> <li>• All minor repairs to</li> <li>• Major repairs and replacement where life expired</li> <li>• Servicing/maintenance to</li> </ul>	•	•
Locks and latches	<ul style="list-style-type: none"> <li>• All repairs and replacements</li> </ul>		•
Manholes	<ul style="list-style-type: none"> <li>• (See drains)</li> </ul>	•	
Neon signs	<ul style="list-style-type: none"> <li>• All repairs and replacements</li> </ul>		•
Overbars	<ul style="list-style-type: none"> <li>• (As for counters and back fittings)</li> </ul>	•	
Painting	<ul style="list-style-type: none"> <li>• Internal</li> <li>• External</li> </ul>	•	•
Parapets	<ul style="list-style-type: none"> <li>• All repairs</li> </ul>	•	
Parquet floors	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>	•	
Partitions	<ul style="list-style-type: none"> <li>• Blocking and stud, all repairs to (other than plaster)</li> <li>• Demountable and screens, all repairs</li> </ul>	•	
Paving slabs	<ul style="list-style-type: none"> <li>• Trade garden/patio when owned by tenants</li> </ul>	•	
Plaster	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>	•	
Plugs and chains	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>		•
Pointing	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>	•	
Pumps	<ul style="list-style-type: none"> <li>• Cellar, repairs to</li> <li>• Cellar replacement where life expired</li> <li>• Sewage, all repairs</li> </ul>	•	•
Quarry tiles	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>	•	
Radiators	<ul style="list-style-type: none"> <li>• Repairing leaks etc</li> <li>• Replacement where life expired</li> </ul>	•	
Rising mains	<ul style="list-style-type: none"> <li>• All minor repairs to</li> <li>• Replacement where life expired</li> </ul>	•	
Roofing Roofing (Flat)	<ul style="list-style-type: none"> <li>• All repairs to (Note: where damaged by dogs, traffic or slates, shared responsibility)</li> </ul>	•	
Roof decking (Flat)	<ul style="list-style-type: none"> <li>• To roofs, repairs to</li> </ul>	•	
Roller shutters	<ul style="list-style-type: none"> <li>• (See counter, overbars)</li> </ul>	•	
Rubbish	<ul style="list-style-type: none"> <li>• Clearing away</li> </ul>		•
Sanitary fittings, sinks and basins	<ul style="list-style-type: none"> <li>• All minor repairs</li> <li>• Replacement when life expired</li> </ul>	•	•
Screeds	<ul style="list-style-type: none"> <li>• (See floors)</li> </ul>	•	

ITEM	ACTION	JW LEES	TENANT
Signs	<ul style="list-style-type: none"> <li>• All repairs and decoration</li> <li>• Washing down</li> <li>• Replacement tubes, bulbs, starters ets including internally illuminated signs</li> <li>• Neon - all repairs</li> </ul>	• • •	•
Skirtings	<ul style="list-style-type: none"> <li>• All repairs</li> </ul>		•
Slates	<ul style="list-style-type: none"> <li>• Replacement/repair (see roofing)</li> </ul>	•	
Sound insulation	<ul style="list-style-type: none"> <li>• All repairs</li> </ul>		•
Staircases	<ul style="list-style-type: none"> <li>• In situ, concrete or timber - all repairs</li> <li>• All major repairs/replacements</li> </ul>	•	
Stages	<ul style="list-style-type: none"> <li>• All repairs</li> </ul>		•
Stillage and gantries	<ul style="list-style-type: none"> <li>• Minor repairs to</li> <li>• Replacement where life expired</li> <li>• Portable stillgates, all repairs to</li> </ul>	• •	
Sumps	<ul style="list-style-type: none"> <li>• Cleaning out</li> <li>• Replacement</li> </ul>	•	•
Thermal insulation	<ul style="list-style-type: none"> <li>• All repairs to</li> </ul>		•
Thermostats	<ul style="list-style-type: none"> <li>• All repairs to and replacements</li> </ul>	•	
Tiles	<ul style="list-style-type: none"> <li>• Roof (See roof)</li> <li>• Tile hanging (See cladding)</li> </ul>	•	
Timber infestation	<ul style="list-style-type: none"> <li>• By woodworm or beetle</li> </ul>	•	
Toilet roll holder	<ul style="list-style-type: none"> <li>• Repairs and replacement</li> </ul>		•
Venetian blinds	<ul style="list-style-type: none"> <li>• All repairs</li> </ul>		•
Venetian grills	<ul style="list-style-type: none"> <li>• As part of extract systems or air conditioning, all repairs to</li> </ul>		•
Walls	<ul style="list-style-type: none"> <li>• External, all repairs to</li> <li>• Internal (see partitions), Cladding (see cladding)</li> </ul>	•	
Washups	<ul style="list-style-type: none"> <li>• (See sanitary fittings)</li> </ul>		
WC's	<ul style="list-style-type: none"> <li>• (See sanitary fittings)</li> </ul>		
Waterproofer	<ul style="list-style-type: none"> <li>• Application of silicone solution walls</li> </ul>	•	
Wet rot	<ul style="list-style-type: none"> <li>• (See dry rot)</li> </ul>		
Windows	<ul style="list-style-type: none"> <li>• Frames (external) - all repairs to</li> <li>• Sills (external) - all repairs to</li> <li>• Boards (external) - all repairs to</li> <li>• Casement or sash (see casements)</li> <li>• Re-glazing</li> <li>• Metal, re-grinding and galvanising or replacement</li> </ul>	• • • •	•
Woodworm	<ul style="list-style-type: none"> <li>• (See timber infestation)</li> </ul>		
Yards	<ul style="list-style-type: none"> <li>• Concrete and bricks, all repairs to</li> </ul>	•	



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