
From:]
Sent: 30 May 2013 20:58
To: Pubs Consultation Responses
Subject: CONSULTATION - ENTERPRISE INNS

Hello,

My Name is [redacted] born [redacted]

DETAILS:

ENTERPRISE INNS ADDRESS IS:

Enterprise Inns Plc
3 Monkspath Hall Road
Solihull
West Midlands B90 4SJ

My address regarding the complaint was

and my current address is:

Full details below.

Thank you

COMPLAINTS DETAILS

In 2012, I entered into a tenancy at Will agreement with Enterprise Inn's [redacted] for a nominal introductory rental.

A Tenancy At Will agreement looked like it would suit me perfectly as _____ and was limited in my resources in starting a business to sustain me and my Wife.

The Pub was advertised as having a fully functional catering Kitchen, perfect for the business plan I had to return this dilapidated, run down Pub, back to it's former glory by combining a mix of Good Food, Entertainment and of course good beer.

The good news was that at the end of the TAW and having tested the business waters, I could enter into a full lease by buying the fixtures and fittings at around £15000 as advertised.

The first problems arose when, using my own money, I began a re-furbishment and clean up. More than £500 was spent on chemicals alone to even get paint to stick to anything, such was the build up of tar, coal fires and nicotine on just about everything.

Regardless, I pressed on, taking grease off kitchen walls, floors and appliances by the bucket load.

At the end of the day, £13 600 of my delicate savings was consumed bringing the pub up to ship-shape.

Category 1 and 2 electrical problems which had been outstanding, plumbing leaks, roof leaks, gas leaks and many other problems required attention before being able to progress any further.

6 weeks later, the gas was finally corrected to allow for the appliances to be used.

Then came the first shock – without exception, each of the Kitchen appliances was switched on and found to be useless and subsequently condemned. Fittings did not comply, were loose and even had electrical live wires connected to the earth pin in the plug – far from being a fully functional Kitchen.

In the meantime, a Chef had been employed and had now walked off the job due to his disgust in the delays.

On _____, the Pub opened minus any food offering.

Many emails and complaints to Enterprise without resolution finally prompted me to go to the Top in order to get things moving. Without

food offerings, my business was pretty worthless and whilst Enterprise were having their building looked after, rates paid, insurance etc, no one was in any hurry to rectify the matter.

Finally, the MD of Enterprise agreed to visit and address the complaints. And without acknowledging liability, five weeks later a new Kitchen was installed and a nominal settlement agreed upon by Enterprise.

In the interim, the property continued to be plagued with problems, not least amongst which was that there was no electricity on the Restaurant side of the building, nor in the toilets there. This was the subject of many visits by Electricians, [Z] [Y] (Enterprises Property Manager) and other Men-in-van Teams. No one managed to rectify the problem. Subsequently, M.D. Kim Francis denied emphatically that these problems existed, saying "we strongly refute both of your claims that there are any outstanding code 1 and code 2 faults still existing as well as the absence of an electricity supply to the entire restaurant / dining room; the site is not contravening any health and safety regulations or insurance requirements" totally ignoring all of the email correspondence supporting this. I replied - "please avail yourself of a visit and you will see that this is the case as per the nine emails related to this. I have been without lights in the dining room and two toilets for 13 weeks now!", but of course this was denied.

Ongoing roofing and drainage problems were denied in a similar manner!

December came along and of course [Z] was eager to push ahead with a full-on lease. He explained that the Fixtures and fitting amount to be paid was now in excess of £50 000!

I explained that I was not in an immediate position to buy the assets and could therefore not enter into a fixed term lease. Had I known that this would be the case I stressed, I would never have entered into the T.A.W. in the beginning. I did however agree to continue on a TAW basis until such time as the business was in a position to take the next big step towards a full term lease.

They also agreed to a new TAW coming into effect until the end of December. [Z] also said in an email: "As per our discussions on Tuesday please find figures for new TAW starting on the 13th Dec 2012, I am arranging for the document's to be drawn up and will

send on to you, before the end of the month." Like many other broken promises these documents never arrived.

In the meantime, Enterprise were now sitting with a much improved building, far easier to market than the previous wreck. Business was building nicely, it was clean and had a good mid-market client base.

I was therefore shocked, no, devastated, when early in February, I was advised by [Z] that a new lease had been signed with a "Major" and that I would have to vacate the premises by the end of February to make way for major structural alterations and renovations.

In a de-briefing meeting, [Z] advised me that the deal was done with [Company A] Directors, [B] and [C] and that a new concept eatery/pub was on the cards along with a 4 bedroomed B+B.

When asked if I would receive any compensation for the improvements to their property, I was told to submit an invoice which I subsequently did.

Kim Francis, MD of Enterprise responded by saying that as they had previously paid a "settlement" - "Therefore, I must advise you that we will make no further offer nor are we prepared to negotiate this matter. However, if you wish to instruct your solicitors, we will strongly contest any action".

Nice!

Then, to add insult to injury, along to the Pub pops [B] to have a chat.

[B] said he'd been approached by [Z] in early January. [Z] had asked him to consider the Pub for part of his [Company A] chain. [Z] advised him that I had decided to move on due to staffing problems in December and in fact, [Z] was busy showing me some other Enterprise Pubs. A total Lie.

Only in the first week of February, had [Z] advised me by email that he had entered into a new lease - some four weeks after he had told [B] !

[B] was also in possession of Approved Building Plans for the work

to be completed, plans that had been submitted almost a year before hand!

The plot thickens! [B] clearly stated that he had not entered into any written lease for the Pub although discussions had taken place.

Two days before moving out, [B] and his Building Team visited the property again to check that the "Proposed work" covered all of their requirements and, lo and behold, The Electrical defects, Roof problems, Plumbing and other nightmares which according to Kim Francis didn't exist for me, suddenly re-appeared and were estimated by [B]'s Team to be in excess of £50 000 to repair! Identified by me, denied by Enterprise's own M.D. and then identified again by [B] and his Team! No wonder [Z] was eager to hand over the keys to [B] that day on a TAW, just to get him going!

So, it seems that Enterprises new approach to vacant pubs is to get caretaker TAW License Holders to get in, clean it up, spend their money, build the business and then without any compensation, sell it on to the highest bidder!

I had to seek Medical help and was diagnosed with "Stress related symptoms".

On the day of hand-over, everything checked out fine however, [X] from Enterprise, sent along to oversee this, kept telling me that he had to hurry as "the building was being locked down at 12.00". As a result, the floors were not mopped and the carpets not vacuumed. That afternoon, my Legal representative got an email from Enterprises "Director", Craig Jones saying "we are disappointed that the premises were not in a clean and tidy condition and will compile a schedule relating to that condition". My response - "You handed me an absolute Pig Sty, filthy beyond compare and I spent my money making it the decent, clean and respectable place it is today! Sorry we didn't get a chance to vacuum, but the pressure was on us to vacate by 12.00 as Security want to lock the place down at 12.00 according to your Representative! Your insults are pathetic and noted for further action. Your professionalism is questionable."

Jones also said - "I attended and appeared to be in good health and assisted in the removals" inferring that there was nothing wrong with my health! Is this the observation of "Director Jones" in his

capacity as "Dr Jones"?

Once again, a display of the Bully-boy tactics used consistently by Enterprise!

At the end of this traumatic period, I was more than £38 000 out of pocket due to improvements, rentals, rates and taxes, utilities and other overheads.

I believe that the above constitutes unfair trading standards by willfully and negligently mis-representing the product being sold, contractually and otherwise.

I wish to make a formal complaint and ask your advice on how to go about this.

This email was received from the INTERNET.

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From: [REDACTED]@co.uk]
Sent: 09 May 2013 11:41
To: Pubs Consultation Responses
Subject: ENTERPRISE INNS
Attachments: ENTERPRISE.doc

I was asked to forward this to you by various Groups.

Thank you

This email was received from the INTERNET.

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*[Mostly redacted because it repeats the wording
on the previous pages]*

felt the need to warn prospective TAW tenants of the tactics being used by Enterprise and for the need to have all properties handed over in a turn-key, certified and useable condition.

He is seeking legal recourse to recover these losses and will keep us posted of any developments.