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From:**Sent:** 14 June 2013 16:51**To:** Pubs Consultation Responses**Subject:** Submission

To whom it may concern,

I am writing in response to the government consultation and submitting this information as an individual licensee.

I have been in my pub for years, it is a traditional style local in a large suburb of with the benefit of letting rooms, I am in a fairly unique position as I originally signed with and then have been sold on to different pubcos, I have always refused to change leases as the original is not a repairing or insuring lease nor does it allow for RPI rent increases or installation of monitoring equipment.

[Company A]

No problems with this company, the agreement worked well, I undertook to sell the products they brewed and they kept the building in an excellent state of repair and provided certain benefits e.g. redecorate the inside of the premises free of charge every 4 years to maintain standards.

[Company B]

Problems now start to arise and it becomes more difficult to get repairs done, during the rent review of 2000 I was originally told there would be no increase but then received a letter to say they had changed their minds, this had to be resolved through solicitors.

[Company C]

This period has been a constant battle and the problems numerous so I will list just a small selection.

It took years for them to provide an asbestos inspection and report even though I frequently requested this.

I reported a , customers were leaving because , several contractors effected incompetent repairs over a period of several years and we were finally left with I reported this as unsafe and was given naturally this solution did not work.

In 20 another rent review was begun after we had our offer to buy the freehold rejected, though we had engaged a surveyor to get an accurate valuation and offered this amount minus the repairs that needed to be done, at this review I was offered a slight reduction in rent, an eye watering free of tie rent or to purchase the property and was told the price they would accept and this was subsequently put into motion however after arranging funding and engaging solicitors I received a call to say they had changed their mind, this incurred around of fees. We engaged the surveyor again to produce a schedule of repairs for [Company D] to carry out but this took at least another 7 months of legal wrangling at a cost of , the repairs were done but they refused to back to the solicitors and finally after engaging a barrister and more legal fees of over

in the interests of fairness [C.D. C] did reimburse us for the but they have refused to compensate us for the I have been told it is our own fault for going to a solicitor.

We received a letter threatening us with as we were not on the premises when called, without any prior notification, to check in the cellar, no keys are left on site.

I would also add that I have retained all documentary and pictorial evidence to support the above, it amounts to 4 box files, I am happy to provide it on request.

Locally there are many pubs that have closed down, mainly large pubco owned, and though I have recently secured a rent reduction during the last review and we are still trading we simply cannot compete on price or product choice, there is no room for manoeuvre because of the price mark up and way the tie is now being abused, a market rent only option is the way forward for us but if the individual's choice is to stay with the pubco then a guest beer provision should be allowed.

I believe a statutory code is absolutely necessary and from my own experience can see no evidence of self regulation working at any level, it should be administered by an independent adjudicator who is equipped with the power to investigate, mediate and financially penalise pubcos that breach the code, any brewer with less than 500 units should not be included if they operate the tie in a fair manner and this should be reviewed periodically to ensure they are adhering to their own voluntary code.

During this consultation I have read various press releases from interested parties, one from a large pubco multi-site lessee who is happy and fears the rest of us just don't know how to operate efficiently though I would query why he has made a press release, I have no desire to release my submission, veiled threats made to the government from the head of one large pubco and my own pubco who are by this government consultation though I must admit to also being confused by my pubco's treatment of us if, as they insist, we are truly 'partners'.

Please introduce a statutory code with a market rent only option so this abuse cannot continue.

Yours sincerely,

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