

Annex D: The Pubs Code and Pubs Code Adjudicator: Part 1 - response form

The Code of Practice on Access to Government Information provides that the Department may make available, on public request, individual responses.

Following the close of the consultation period, the Government intends to publish all of the responses received, unless specifically notified otherwise.

This closing date for this consultation is 11 January 2016.

Please return your completed form to:

The Pubs Code and Adjudicator Team
Department for Business, Innovation and Skills
2nd floor, Orchard 2
1 Victoria Street
London SW1H 0ET

Email: pubs.consultation@bis.gsi.gov.uk

The Pubs Code and Pubs Code Adjudicator: Part 1 - response form

Name: Kevin R Partridge

Organisation (if applicable):

Address: [REDACTED]

Email: [REDACTED]

Please tick the box below which best describes you as a respondent to this consultation.

<input type="checkbox"/>	Pub-owning business with 500 or more tied pubs
<input type="checkbox"/>	Tied tenant
<input type="checkbox"/>	Interest group, trade body or other organisation
<input checked="" type="checkbox"/> Ex Tenant	Other (please describe)

Please be aware that the Government intends to publish all responses to this consultation.

Information provided in response to this consultation, including personal information, may be subject to publication or release to other parties or to disclosure in accordance with the access to information regimes. Please see page 7 of the consultation document for further information.

If you want information, including personal data, that you provide to be treated as confidential, please explain to us below why you regard the information you have provided as confidential. If we receive a request for disclosure of the information, we shall take full account of your explanation, but we cannot give an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

I want my response to be treated as confidential ☐

Rent assessments

Question 1

Do you have views on the proposed definition of a rent assessment?

For the purpose of this paper and the subsequent responses I would ask that my documented paper showing the ten points of corruption by the Tenanted Pub Estates (sent to several ministers and other interested parties) be taken into account.

Copies sent to:

Anna Soubry - MIS

Barroness Neville Rolfe

Chris Wright – PAS

Philip Dixon – CMBII

Javid Sajid – MP

Iain Wright – MP

Department of BIS

Tim Hulme – Chief Executive BII

and several other interested parties, a copy was also sent to the direct communications unit at number 10 Downing Street.



Department for Business, Innovation & Skills

Do you have views on the proposed definition of a rent assessment? Continued.

In order to define the benefits and the meaning of the proposed Rent Assessment you must assume that the proposal is to protect and have some benefit to the tenant.

Given my comments made in point three of the tenanted estate corruption paper (over renting in the first instance), rent assessment has to be considered in the pre-contractual stage of any tenancy.

This is the only way to protect the tenant from the corrupt business model that many of these tied estates work too (as stated in my paper). A site that is over rented is guaranteed to fail and as such the point stated in 6.6 of the draft is flawed because it allows the tenanted estate to continue with the stated corruption.

Point 6.9 shows that any redress is only available at a point when tenant failure is assured. It is unlikely that a tenant will be in a position to seek redress at this stage due to their inability to sustain the business for the full term of the tenancy or the first rent review, whichever ever comes first. Add to this that at the time of the review a tenancy can be terminated as there is no protection for the tenant regarding security of tenure beyond the short term nature of most tenancies.

Market Rent Only option

Question 2

Are there any other circumstances where a renewal would arise and which should trigger MRO beyond those we have set out?

This question has to be answered in the same way as Question 1.

MRO will have no bearing on the tenant unless it is done at the pre-contractual stage of any agreement.

Question 3

Is the wholesale market price for beer the appropriate baseline for determining a significant price increase?

This question is flawed and biased because it makes no allowance for the fact that the prices set by the tenanted estates are unfair in the first place as in point 5 of my document on Corruption by the TPE.

Without looking at the disadvantage the overpricing of the beer tie has at the present time what relevance would this proposal have? The amendment worthless to the tenant.

Question 4

Is a five percentage point threshold above any increase in the wholesale price of beer (which will reflect any increases in inflation, taxation and other input costs), the appropriate measure?

As in question 3, no bearing if the current overpricing is not taken into account. Point 5 of my document gives a full explanation as to why the overpricing of the tied product is an aid to tenant failure and part of the tied estates corrupt business model.

Question 5

Do you agree that the calculation of a significant increase in price for tied products and services other than beer should exclude any increase in the wholesale price that results from rises in tax, duty, regulatory compliance costs or inflation (RPI)? Are there any other factors that should be excluded?

The standard business model for most normal businesses include price rises linked to the key factors listed. Where services fall outside the normal business model, any price rise should be questioned as should the tie on such services.

As mentioned in point 1 and point 6 of my paper, over inflated services are a key part of a corrupt business model and any price rise in these areas would assist in the corruption.

In the interest of tenant success should the code allow for a fluctuation for both an increase and a decrease, dictated by the markets or should it be a one way proposal?



Question 6

Is this the appropriate way to measure a significant price increase for tied products and services other than beer? If not, please explain the alternative you would recommend.

As in question 5.

What consideration has been given to tenant success when the questions seem to be looking for ways to justify SIGNIFICANT price increases? A price increase should only have bearing when the tenanted estate is losing out by charges that were not present at the initial contract stage. i.e. extra cost passed on from the estates to the tenant due to these costs being additional costs that were unavoidable and from third parties.

Question 7

Is a two tier approach appropriate? If so, is the proposed threshold of contributing to 20 percent of the pub's turnover the right one?

The question again is irrelevant until all ten points of my document have been investigated.

Any percentage has to be in line with normal business practice and I do not see this option as being normal business practice. All services and tied products are over charged as answered in question 5 and as such any approach without looking at this fact is endorsing the corruption.

Question 8

Are the proposed percentage increases in price (30 percent and 40 percent) appropriate? If not, please explain your reasoning and an alternative.

AS ABOVE

Question 9

Do you agree that a significant price increase should be calculated by reference to the price paid by the tenant at a previous point in time? If so, should that be six months ago?

AS ABOVE

If overpriced in the first instance what would be the point of using historical data points?

Question 10

Do you have any comments on points i. to v. (significant impact trigger events) in Chapter 8?

The points made regarding trigger points have to be seen as protecting the tenanted estates from redress regarding unfair operating conditions.

As per all ten points of my document on TEC all the corruption is implemented at the pre-contractual stage of any agreement.

This renders any trigger point beyond the pre-contractual agreement as worthless. Once a flawed agreement has been entered into failure is assured and no trigger point is likely to be triggered!!!

Question 11

Can you suggest any other circumstances that would be likely to have a 'significant impact' on the expected business of a pub; and that you believe would not be covered by the proposed definition in the Code?

Points 1 to 10 of my document on Tenanted Estate Corruption.

MRO-compliant agreements

Question 12

Do you agree with the distinction drawn between an MRO compliant agreement that arises from a request for MRO at renewal and an MRO compliant agreement that arises from a request for MRO during the course of the tenancy?

This is a biased question as it does not allow for any new agreement being corrupt and designed for tenant failure.

Question 13

Do you support the requirement that an MRO-compliant agreement should provide for an open market rent review every five years? Please explain the effect of such a requirement on the commercial relationship between the tenant and the pub owning business in an MRO agreement.

As above, a loaded question.



Department for Business, Innovation & Skills

MRO procedure

Question 14

Does the list of required documents set out in paragraph 10.23 provide the independent assessor with all the appropriate information to make an independent assessment of the MRO rental figure? Should any other documents be added?

As above, a loaded question.

You are assuming that the initial agreement is without flaw and you have not allowed for the corrupt business model being practised by the tenanted estates (points 1 to 10 of my document).

By deliberately ignoring the current state of affairs (pre-contractual) within the tied estates you are putting forward proposals that endorse the corruption.

Question 15

Do you have any comments on the time-scales for the MRO procedure proposed for the Code?

Irrelevant Question, see all of above

Question 16

Do you have any views on the proposed circumstances in which the MRO procedure will come to an end?

Again an irrelevant question, see all of above

MRO Disputes

Question 17

Do you have any concerns about these proposals for the resolution by the Adjudicator of disputes related to the MRO procedure? If so, please explain your concerns.

Once again an irrelevant question, see all of above

Waiver from MRO in return for significant investment

Question 18

How do you believe the “amount” of investment for the purposes of “qualifying investment” should be defined? Please explain your view by reference to the type of rent payment and percentage which should be used, with evidence to support your response.

Once again an irrelevant question, see all of above

Question 19

Do you agree with the proposed definition of “qualifying investment” in terms of the “type” of investment? If not, please explain why not, and suggest an alternative definition, with evidence to support your response.

Once again an irrelevant question, see all of above

Question 20

What do you consider should be the maximum length of the waiver period (a) 7 years; (b) 10 years; or (c) another option? Please provide an explanation for your answer and any evidence to support your case.

Once again an irrelevant question, see all of above



Question 21

Do you agree with the safeguards proposed by the Government and the role proposed for the Adjudicator? Are there other safeguards that you consider should be provided? If so, what and why?

Unfortunately all of the questions seem to support a corrupt business model and as such it is difficult to answer them without repeating the same answers over and over.

The only safeguard would be to investigate the allegations of corruption put forward in my ten point letter.

True reform will never be found if the pre-contractual agreement is not investigated in full and all ten points given true and honest consideration. All reports to date have shown and support the allegations of corruption. Tenant failure is on a mass scale, this proposed reform does nothing to address the true reason for these failures.

Short term tenancies alongside the proposed agreement will ensure the continuation of tenant failure but it will imply that the tenancy has ended and as such will not be seen as tenant failure. The estates will be within their legal rights to alter any tenancy once the term ends and as such that will ensure the continuation of the corruption. For the tenant, it will see the end of his or her business. This will see them out of a home and out of a job and most likely out of pocket.

The tied estates will be able to start over again offering flawed agreements with over inflated costs that ensure high profit margins and maximum yield at the expense of the tenant.

All done with no accountability for the corrupt business model that makes this possible.

Question 22

Do you believe that there are any unintended or undesirable consequences of the proposed definition of "qualifying investment" or of other conditions referred to in this chapter on the MRO investment waiver?

Please see all of the above

Do you have any other comments that might aid the consultation process as a whole?

Please use this space for any general comments that you may have. Comments on the layout of this consultation would also be welcomed.

I have lobbied to get the points raised investigated as I believe that there is a major fraud being undertaken by the tied estates. This has been going on for many years and is not the reserve of the so called pub-co's.

Vested interests have protected the corrupt business model that these companies operate under and as such justice cannot be done.

This proposed reform is the result of more protection being applied in the wake of many years of protests from the victims of this corruption.

Unless the estates are investigated for fraud (based on my ten point document) then you have to assume that vested interests are present.

If this is the case then any proposal will have to be written in such a way as to protect the financial viability of these companies.

To service the dept of these companies true reform cannot be implemented as any good city accountant will collaborate. An investigation along side true reform will sign the death warrant for many of these tied estates and as such it brings into question the sincerity of this proposal.

True reform will see a substantial drop in profit due to the fact that these companies operate with an overinflated profit expectation at the expense of tenant failure. A realistic profit would not be able to service the dept of these companies and here lies the problem with true reform and vested interests.

Please use this space to explain why you consider the information you have provided to be confidential.

I would like all the information to be made available to the general public and beyond. Due to the severity and importance of the points raised within my responses.



Department for Business, Innovation & Skills

Thank you for taking the time to let us have your views. We do not intend to acknowledge receipt of individual responses unless you tick the box below.

Please acknowledge this reply ☐ **Tick (please acknowledge this reply)**

At BIS we carry out our research on many different topics and consultations. As your views are valuable to us, would it be okay if we were to contact you again from time to time either for research or to send through consultation documents?

☐ Yes **Yes** ☐ No

BIS/15/522/RF



The Pubs Code and Pubs Code Adjudicator: Part 2 - response form

Name: Kevin R Partridge

Organisation (if applicable):

Address:

Email:

Please tick the box below which best describes you as a respondent to this consultation.

<input type="checkbox"/>	Pub-owning business with 500 or more tied pubs
<input type="checkbox"/>	Tied tenant
<input type="checkbox"/>	Interest group, trade body or other organisation
<input type="checkbox"/>	Other (please describe)

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I want my response to be treated as confidential ☐

Market Rent Only option and Parallel Rent Assessments

Question 1

We believe the stated MRO procedure, that will give tenants a free-of-tie rent offer alongside a tied rent review proposal, will enable tenants to make an informed judgment as to whether they will be no worse off by remaining tied and fulfils the objectives of a Parallel Rent Assessment. If you believe that this does not achieve the goal, please give your reasons why.

As per all of the questions, consideration must be given to my paper outlining the ten points depicting the tied pub tenanted estates corruption. This paper has been sent to Anna Soubry along with others including David Cameron.

This question is loaded as it makes no allowance for the corruption that forms the backbone of the tenanted estates.

Over renting at the pre contractual stage is a major part of this corruption. Any reform has to cover this period or it is worthless.

This paper assumes that a tenant will reach the term at which this option is triggered. This is unlikely to be the case due to the over renting in the first place.

Question 2

We would welcome your comments on whether, in addition to the other information requirements of the draft Pubs Code, the documents provided for in Schedule 3 of the draft Code and described in paragraph 10.23 in Part 1 of this consultation are sufficient and appropriate for calculating a meaningful free-of-tie market rent that will allow tenants to make an informed judgment as to whether they will be no worse off by remaining tied.

This again is a loaded question because it is irrelevant based on the corruption.

The ten point document shows where the tie is an aid to failure and based on this point alone it is clear that there is only one option available and that is of the free-of-tie option.

Trade cannot be fair if you cannot compete in an open market, the tie removes the ability to compete.

Question 3

If you believe that the combination of current proposals will not adequately deliver the no worse off principle or does so in a disproportionate way, please give your reasons and, where relevant, provide evidence.

As stated in part one of this consultation and now in part two, the ten point letter describes the tenanted estate corruption. The business model that they operate under does not allow for success.

No proposal will help unless this business model is investigated and a full report submitted regarding the findings.

Does the committee seek to protect the tenant or appease the tenanted estates?

Availability of the Market Rent Only option at rent assessment

Question 4

What would be the effect of removing from the draft Pubs Code Regulations the condition that there must be a proposal for an increase in the rent at rent assessment before a tenant may exercise the MRO option?

This is a loaded question. See part 1 answers and the ten point letter regarding the corruption.

Question 5

It would be particularly helpful to receive evidence of the percentage of rent reviews that have resulted in a freezing or reduction of the rent over the last three years; of the prevalence of annual indexation provisions and other inter-rent review arrangements in tenancy agreements; the typical increase in the amount payable by the tenant that they result in; and the way in which these are exercised by the pub-owning business under the terms of the tenancy.

What is the question? Government has access to this information if they request it from the tenanted estates.

This also has little bearing on the years of asking for a fair deal from the tenants given the evidence of tenant failure.

A rent freeze can be given to an over rented property. It shows nothing regarding landlord intent and sustainability of a business.

The Pubs Code - Information requirements

Question 6

Do you agree that these are appropriate conditions to be met before it becomes mandatory to provide specified information to a prospective tenant?

The question here is, what is specified information.

Before you consider a business you would need to know key information. This would include rent (set in stone not as you see on the tenanted adds – TBA) and all expected costs that will be part of any business proposal.

Part of the tenanted estate corruption comes from not disclosing key information until you have invested time and money into looking at a site.

This gives the advantage to the tenanted estates. When you buy a house you are aware of all the costs and all of the terms and that is without looking at the property.

Any advantage held by the tenanted estates can be used to manipulate a corrupt situation as reported and published in many documents. Reports that Government has had commissioned based on accusations of this very nature.

Question 7

Do you agree that a pub-owning business may not require a prospective tenant to submit a business plan unless the tenant is a qualified person to whom it has provided the specified information?

Any business plan is at best subjective. It depends on how you view the need for a business plan.

In order to succeed it helps to have a level of business acumen but a business plan is not proof of that. Often the business plan is a tool that helps the tenanted estate measure up a prospective tenant.

Given the level of control the tenanted estate has over its tenants business (see the ten points on corruption) it is the tenanted estate that should be producing a business plan.

They have all the data unlike the prospective tenant. If they want the site to work they are the ones that should show that it is viable.

A business plan is a cost that does not secure a site for you. If a plan is insisted upon then rejected, how many rejections can a prospective tenant withstand before they have to accept a flawed tenancy?

The Pubs Code – arbitrable provisions

Question 8

Do you agree that where a change in the tied rent is proposed during the course of the tenancy agreement, the tenant should be provided with a revised rent proposal? Should all of the Schedule 2 information be required; or only those elements that have been changed? Should all of the Schedule 1 information be provided at the same time?

This is a loaded question.

After the event changes cannot benefit the tenant in any way. See all ten points on corruption.

Question 9

Should a rent proposal be required in all cases where there is a change in the rent during the tenancy? Would there be any merit in excluding changes that are automatic or agreed in advance (for example, annual indexation provisions); or that are of a temporary nature (such as rent 'holidays' to provide short-term relief to the tenant)?

As above.

You must assume that like any other business, any rent proposals are dealt with in an open manner.

If room is provided to manipulate a situation then it is likely to be manipulated and the question is here who would benefit from such a situation?

The Pubs Code – repair provisions

Question 10

Do you consider that these measures on repair obligations provide an appropriate balance between the rights and duties of pub-owning businesses and those of their tied tenants?

This is a loaded question.

Leases are offered that are fully repairing and insuring leases.

This takes no account of that situation. See my points on dilapidations points 2 and 4.

The Pubs Code – arbitrable provisions

Question 11

In the draft Code are there any provisions that you consider should be specified as non-arbitrable? Please explain the advantages of doing so.

I do not see the benefit of this question to the tenant.

Contractual inconsistencies with the code

Question 12

Do you have any comments relating to the proposals for void and unenforceable terms?

This is a loaded and leading question.

It is most likely that this part of any draft will not apply.

It implies protection for the tenant but with no consideration being given to the ten points raised on tenanted estate corruption. Protection will be found by removing the corruption and this part of the draft would then not be needed.

Extension of code protections

Question 13

Do you have any views on the extent of the extended protection that is proposed?

This endorses the tenanted estate corruption.

There is nothing in that part of the proposal that has a benefit to a tenant.

It confirms my point regarding short term business (point 7). This is where the whole of the reform falls down and can be seen as a shame aimed at appeasing the tenanted estates.

A short term tenancy makes all of the trigger points for MRO, PRA, farcical.

How does a business that has to pay a premium and is over rented get a return on it's investment? Where is there provision for this in the code?

Group undertakings

Question 14

Are there any elements of these proposals regarding group undertakings that you think would not work as intended or that require amending?

This is a loaded and leading question.

The assumption is that arbitration will be fair and that the reform is fair.

If the new code is implemented without consideration for my comments on corruption within the tenanted estates, then why would you presume that any comment regarding group undertakings would matter.

Exemptions from the Pubs Code – genuine franchise agreements

Question 15

Please comment on the key characteristics of a genuine franchise agreement as set out in Table 1. Where you think a characteristic should be amended or removed please set out your evidence as to why.

Similarly if you think further characteristics should be added please set out your justification as to why as well as an explanation of what should be added.

This is an avenue that needs full investigation.

It is likely to be a way round any reform and could circumnavigate legislation and the right to arbitration.

Given the corrupt business model that I have mentioned, the 10 points I raised should be considered regarding any such proposal.

Rents (percentage of turnover), ingoing costs and longevity of contract, along with all the other points raised have to be given consideration unless tenant protection is not on the agenda. The costs here are loaded in other ways such as staffing and need to be taken into account.

Transference from one corrupt business model to another just to avoid legislation has to be considered here. The terms and conditions have to be sanctioned as viable by the business world (independent organisations).

Before franchises are introduced the Government has a duty to investigate the allegations of corruption by the tenanted estates as per my 10 points. They cannot continue as business partners if found guilty of fraud.

Question 16

Do you agree with the Government's proposals for 'reasonable piloting' of the pub franchise model. If not, please explain your answer.

The question here is, are the piloted units to be like for like across an estate?

Any pilot scheme needs to have 100% of the conditions that apply to a full franchise.

This should include ingoing costs along with operating costs. Hours worked need to be considered as Government recognises that most landlords work for less than the minimum wage. A franchise should not be a route to negate this issue.

Then longevity of contract and profit potential should be measured.

It has be be clear that this is a route to circumnavigate the proposed legislation and as such scepticism has to be applied. All conditions need to be clarified for the sake of the tenant in order to protect his or her investments unlike the present.

Question 17

Do you agree that the Pubs Code information requirements that are indirectly related to rent such as the signposting to sources of benchmark information and the provision of historical trade information should apply to genuine pub franchise agreements?

If you disagree please clarify which requirement(s) is of concern, suggest any deletions and/or amendments and justify your arguments.

This is a loaded and leading question.

The question should be regarding the percentage offered to a franchisee as this will determine success or failure.

Rent is only a consideration if you are paying it! The concept of short changing a tenant is the only consideration that need apply.

Failure rates will be linked to the earning potential of a tenant. This applies today in the current form and will apply in the franchised form. Corruption will still apply if a tenant is denied the chance to earn a reasonable profit for the hours that he or she will work.

The obvious one that stands out is that staffing comes from the tenants profit potential. Staffing levels have to be taken into account when setting a percentage level.

Exemptions from the Pubs Code – tenancy at will and short-term agreements

Question 18

For how long should tenancy at will or other agreements be granted exemption from the Pubs Code?

Please explain the rationale for your answer and provide any evidence to support your case.

Tenancy at will is abused by the tenanted estate and as such should fall under the full code. This assumes that the code is written in a way that protects the tenant.

Any removal of the code presumes that the tenant is not worthy of protection and this implies that the code is arbitrary.

Question 19

Do you think it is appropriate that a tenant entering into a tenancy at will or short-term agreement with a pub-owning business should have completed pre-entry awareness training prior to being offered the agreement?

Please explain the rationale for your answer and provide any evidence to support your case.

The question here is, how is a tenancy at will offered and why?

Given the process to secure a site under normal conditions how do you find a placement where you can just walk in. The reasons are to trap potential tenants, conditions are changed once money has been parted with and this leaves a potential tenant trapped by a flawed agreement.

what cost would be awarded for this training and where would the protection be for the tenant regarding securing a tenancy after they have parted with their hard earned money?

This question and most other questions have little reference regarding true tenant protection, a cynic would say that they have been designed this way.

Question 20

What sort of information do you consider would be useful and desirable for a new tenant to receive from the pub-owning business when entering into a tenancy at will or short-term agreement?

The truth. The full terms of the agreement with no admissions. This to include full disclosure of the tenancy proposal post tenancy at will.

Written in the contract.

Enforcing the Pubs Code – fee for arbitration

Question 21

If you do not agree with the proposed £200 fee please explain why and give the rationale and any evidence in support of an alternative amount.

The fee is arbitrary in that very few will ever realise arbitration.

For argument the cost should be passed onto the pub owning estate if the case is found in favour of the tenant.

Enforcing the Pubs Code – costs of arbitration

Question 22

Do you agree with the Government's proposal that the maximum costs that tied tenants could have to pay a pub-owning business following an arbitration should be set at £2,000?

If you do not agree, please suggest an alternative level of fee, explaining the rationale for the alternative and provide evidence to support your case.

This question has little meaning given it is unlikely that a tenant will ever be taken to arbitration.

See my 10 point paper on the tied pub estate corruption.

23 questions and not one regarding any issue that will see the tenant protected pre-contractual.

Enforcing the Pubs Code – proposed maximum financial penalty

Question 23

If you do not agree that the maximum financial penalty the Adjudicator should be able to impose following an investigation should be set at 1% of the annual UK turnover of all group undertakings of the pub-owning business, please explain why and give the rationale and any evidence in support of an alternative amount.

No bearing on true reform. This question is irrelevant given all that has been said in paper 1 and now paper 2.

The vast majority of Tenants will not get to realise arbitration.

Trigger points and any refusal to investigate the allegations of corruption stated in my letter show an unwillingness to implement true reform for tenants.

Do you have any other comments that might aid the consultation process as a whole?

Please use this space for any general comments that you may have. Comments on the layout of this consultation would also be welcomed.

Read my report and instigate a full and thorough investigation into the tenanted estate corruption.

This code takes no account of the reasoning behind tenant failure. As such the code is worthless in its present format (options being put forward).

There are two points here, firstly the tenanted estates (all tenanted estates) should be investigated for fraud based on the points that I have raised. This fraud has been a generic part of the industry for 25 years and more. The lack of long term tenants will support this statement. The very lack of long term tenants warrants investigation unless on investigation they all stated they only wanted short term businesses .

Secondly, this consultation has deliberately avoided the truth regarding the tenanted pub estate corruption. This can be seen by the contents of these papers, both part 1 and part 2.

Reform is not financially viable for many of these estates and this brings into question whether third party interests are at play to stop true reform.

The very nature of this paper and its proposals should be looked at to see if foul play is present.

Please use this space to explain why you consider the information you have provided to be confidential.

All comments to be open and available to the public.

Thank you for taking the time to let us have your views. We do not intend to acknowledge receipt of individual responses unless you tick the box below.

Please acknowledge this reply ☐ **Tick**

At BIS we carry out our research on many different topics and consultations. As your views are valuable to us, would it be okay if we were to contact you again from time to time either for research or to send through consultation documents?

☐ Yes **Yes**

☐ No

BIS/15/533

