

6.3 Exclusion of Liability

- 6.3.1 The parties to a complaint referred to the PICA-Service waive, to the fullest extent permitted under law, any claim against the PICA-Service and any persons appointed by the PICA-Service as Panel Members based on any act or omission in connection with the handling and hearing of any complaint and any Decision or Award made as a consequence.
- 6.3.2 In the circumstances described in paragraphs 6.1.9 and 6.2.2 the PICA-Service will have no liability or obligation to the parties in connection with any costs that the latter may have incurred, and its sole liability shall be to empanel a new Panel and arrange a fresh Hearing.

7 Referring a complaint to the Pica-Service - Scope of Application

- 7.1 Given the date that the Pubs' UK Industry Framework Code of Practice came into effect, the PICA-Service can only deal with alleged breaches of the IFC taking place after the 30th June 2010. Complaints brought to the PICA-Service must therefore be based on alleged breaches taking place from the 30th June 2010 onwards in accordance with the wording of the version of the Industry Framework Code of Practice or an individual pub company/brewery code of practice accredited on or after the 30th June 2010 and in place at the time of the alleged breach.
- 7.2 The PICA-Service will not deal with applications concerning general legal issues, nor with rent review or lease renewal rental determinations. These latter matters continue to be dealt with by PIRRS. The conduct of the parties within rental negotiations (other than concerning modes of calculation and figures contended for, which if in dispute should continue to be referred through the PIRRS procedures) can nevertheless be referred to the PICA-Service.
- 7.3 In the event that circumstances arise which necessitate the need for the PICA-Service to call a preliminary interim Panel meeting in order to clarify whether an application meets the necessary criteria for acceptance by the PICA-Service, or the manner in which an application is to be progressed, the Chairman is empowered to convene an interim Panel from amongst the extended panel to consider such issues and provide a decision on the matters in question. Any such preliminary decision will be final and binding, and there will be no appeal on such a decision.

8. Preliminary issues

- 8.1 An aggrieved tenant must ensure that they have registered their grievance in writing with their Pub Co or Brewery and have given their landlords a reasonable opportunity of resolving the problem through their internal grievance procedures prior to referring the matter to the Administrator of PICA-Service.
- 8.2 The PICA-Service is intended to operate in cases where the relevant PubCo/Brewery internal grievance procedure has not within a reasonable time resulted in a satisfactory resolution of the dispute so far as the Tenant is concerned. The PICA-Service will, on receiving an application to refer a complaint to the service contact the relevant PubCo/Brewery concerned and require that they confirm within 14 days that the complaint had first been notified by the Tenant to the PICA-Service and that the PubCo/Brewery has indeed completed its internal grievance procedures concerning the matter. In the absence of a response being received within the 14 day period the PICA-Service will accept the application.
- 8.3 If a response, within the time constraint indicated in paragraph 8.2, details that the internal grievance procedures have not been completed the Pub Company/Brewery concerned will be afforded a further twenty-one days to bring the matter to a conclusion effectively meaning that they have a window of 35 days from the initial contact from PICA-Service to resolve the matter. In the absence of both parties

advising the PICA-Service Administrators of a satisfactory outcome within the timescale indicated above the latter will commence proceedings.

- 8.4 It is stressed that, whilst the PICA-Service Administrators are empowered at their absolute option and discretion to vary timetables, time should otherwise be regarded as being of the essence as far as the parties to the dispute are concerned. This proves to be necessary in order to ensure that the parties deal with all matters in a timely manner and cannot be seen to be acting in contempt of the PICA-Service procedures.

9 Submitting a Complaint

- 9.1 A Tenant wishing to refer a complaint to the PICA-Service must contact the PICA-Service Administrators who will provide them with the application form and a copy of the current procedure paper.
- 9.2 The Tenant must complete and sign the application form and return it to the Administrators together with their cheque for the registration fee of £200 and their Complaint document.
- 9.3 By signing the application form the Tenant agrees to be bound by the PICA-Service Procedure paper and to abide by Panel's Decision and any Award. The Tenant also agrees to maintain confidentiality in all matters to include all information furnished by the parties to each other in the course of utilising the PICA-Service. The Pub Co/Brewery are similarly bound by such confidentiality.
- 9.4 The Tenant will if at all possible, to accompany the signed Tenant's application form, provide copies of all relevant documentation on which the tenant intends to rely in support of their case. This may include a copy of the signed Lease or Tenancy Agreement under which the Tenant occupies the premises, or such other documents as are relevant to the complaint including for example deeds of variation, licenses for alteration, licenses to assign, rent review memorandum, machine agreements and copies of emails, meeting minutes and correspondence with the relevant PubCo/Brewery in connection with the subject matter of the complaint. All documentation supplied must be supplied in triplicate.
- 9.5 Should it not prove possible for the Tenant to provide all relevant documentation at the time of their application for any reason or because the Tenant believes such documentation to be in the possession of the PubCo/Brewery the Tenant should inform the Administrators of this, and the reasons why, where applicable to enable the Administrators if necessary to make a request to the relevant PubCo/Brewery concerned to provide copies of any relevant documentation held by them.
- 9.6 The PubCo/Brewery will respond promptly to any request from the Administrators for the provision of documentation that cannot be sourced by the Tenant in connection with an application. Copies of any documents or information requested by the Administrators should be supplied in triplicate by the PubCo/Brewery and a copy sent by them to the Tenant.

10. The Tenant's Statement of Complaint

- 10.1 The Tenant will provide to accompany the application form a written Statement of Complaint setting out full details of the complaint. The Statement must comprise no more than ten pages of A4 in no less than font size 10. Should there be the unavoidable need for the 10 page limit to be exceeded to enable the Tenant to fully present their case adequately then a specific dispensation must first be requested from the Administrators explaining the reasons behind the need for the additional pages. The Administrators' decision as to whether to grant such request shall be final.
- 10.2 The Statement should be set out in numbered sections and paragraphs for ease of reference. It is permissible for relevant attachments to be appended to the Statement in addition to the 10 page limit, and these should be in the form of numbered appendices. The use of such appendices should not

however be taken as an opportunity to artificially extend beyond the 10 page limit the size of the Statement. The Statement should specifically identify any page or paragraph within the appendices that the Tenant specifically wishes the Panel to refer to, and to provide the appropriate reasoning for referring to that particular document, section or paragraph.

- 10.3 The Tenant should in their Statement and supporting documentation supply all information on which they intend to rely in support of their complaint. This includes any expert evidence, which should be in the form of a written statement from the relevant expert or experts. Any evidence not supplied at this stage may not, at the Panel Chairman's discretion, be admitted later unless the Tenant is able to show to the satisfaction of the Panel that it was not possible to provide the evidence at the time of preparing the Statement.
- 10.4 The Tenant must within their Statement identify the relevant section of the IFC or individual PubCo/Brewery code of practice it is contended has been breached (either in practice or in spirit), and identify with reasons the costs or losses which it is alleged the breach or breaches have caused to the Tenant. Complete clarity is regarded as being essential.
- 10.5 The Tenant should ensure that they demonstrate to the Panel that any amount claimed is fair, reasonable and equitable in the circumstances and provide where possible supporting documentation. Any costs claimed by the Tenant should be supported wherever possible by annotated original receipts or invoices (not photocopies), and where appropriate by calculations showing clearly how any costs claimed are arrived at.
- 10.6 Complainants are advised in their own interests to ensure that they set out their complaints succinctly and do not include reference to spurious issues which clearly have no relevance to technical breaches of or breaches in the spirit of the Pubs' UK Industry Framework Code of Practice or the individual Pub Co's Code of Practice.
- 10.7 They should similarly be certain to include all issues in their knowledge at the date their complaint is lodged. It is not permitted, unless in extreme mitigating circumstances, for tenants having gone through the process to then lodge further complaints concerning alleged issues which predate or which should have been in their knowledge at the time of preparing for an earlier Hearing. Care is taken, PICA-Service having dealt with the administration and substantial costs involved in a Hearing, for the Service to ensure that tenants do not embark upon requests for subsequent multiple Hearings relating to matters in the complainant's knowledge or which should have been in their knowledge when their initial complaint was lodged with PICA-Service.
- 10.8 Tenants must be complete as to their coverage of all relevant matters relating to their complaint. It is not acceptable for them to withhold relevant information purely on the basis that they perceive this weakens the strength of their complaint.
- 10.9 Tenants are strongly advised to record by dates, hours and minutes time spent in preparing their complaint and attending a Hearing as, if the panel find for them, they may be invited to lodge a claim for their costs or for a part of their costs. They will under such circumstances be expected to provide this information to support their claim.
- 10.10 The Panel will not usually travel to the subject licensed premises to carry out inspections, and this fact should be borne in mind by the parties when preparing their statements and responses, as they may wish to include photographic evidence as appendices where relevant.
- 10.11 In the event that discussions have taken place between the tenant and the PubCo/Brewery/brewery in relation to the matters which are the subject of the complaint and there have been negotiations that have involved offers or counter offers neither party may disclose details of any offer or counter offer as

available for discussion the panel chairman will progress discussions with the remainder without the missing individual's further input.

19.5 Consideration may or may not be given in calculating any Award for Costs to:-

- a) the number of breaches of the Pubs' UK Industry Framework Code of Practice or the individual Pub Co's/Brewery's Code of Practice alleged by the tenant and the number of these alleged breaches the PICA-Service panel have found for.
- b) The amount of the PICA-Service panel's Award when compared with the amount claimed for by the tenant.
- c) The conduct of the parties throughout the PICA-Service procedure.

19.6 The decision of the PICA-Service panel to be final.

20. No Appeals

20.1 The Panel's Decision shall be final and binding on the parties, and there is no right of appeal to the Panel's Decision or any Award unless it is subsequently proven that such decision was based on erroneous information recklessly or fraudulently presented by the other side. Both parties are under a duty of care.

20.2 Neither the Panel, nor any Panel member will engage in any correspondence or discussions with any party following a Decision or Award. Any correspondence or discussions involving PICA-Service subsequent to the Award being made will be restricted to posting such Award, dealing with the Award settlement where required and liaising with the Panel to enable it to deal with any claim for costs.

21. Publication of Decisions and Awards

21.1 The parties acknowledge and agree that, unless the tenant identifies at the outset this should be otherwise, the PICA-Service may publish details of the outcome of a complaint, however all details relating to compensation and costs awarded by the Panel will remain confidential.

22. In Summary

22.1 An aggrieved tenant must ensure that they have registered their grievance in writing with their Pub Co or Brewery and have given their landlords a reasonable opportunity of resolving the problem through their internal grievance procedures prior to referring the matter to the Administrators of PICA-Service.

22.2 The PICA-Service Administrators will, on being placed on notice by a tenant of the fact that a complaint is to be issued, promptly inform the Pub Company or Brewery concerned of the situation and require that they confirm within a fourteen day period that they have indeed completed their internal grievance procedures concerning the matter. In the absence of a response being received within this fourteen day period the PICA-Service Administrators will commence proceedings.

22.3 If such response, within the time constraint indicated, details that the internal grievance procedures have not been completed the Pub Company/Brewery concerned will be afforded a further twenty-one days to bring the matter to a conclusion effectively meaning that they have a window of 35 days from initially being notified of the problem to resolve the matter. In the absence of both parties advising the

PICA-Service Administrators of a satisfactory outcome within the timescale indicated above the latter will commence proceedings.

- 22.4 The tenant presents in the first instance to PICA-Service:-
- a A completed application form
 - b A signed copy of the PICA-Service Terms and Conditions agreeing to abide by the Panel's findings
 - c Relevant documentation (copy Lease etc)
 - d A Statement setting out full details of his/her complaint in triplicate
 - e His/her cheque in the sum of £200 made out to PICA-Service. This is intended to represent the tenant's contribution towards costs of the proceedings whilst also acting to guard against frivolous complaints. Provided the complaint is upheld by the Panel the £200 will be returned to the tenant at the end of the proceedings. The decision of PICA-Service to be final in this matter.
- 22.5 Under circumstances whereby the tenant is unable to supply legal or other documentation the Pub Co/Brewery will, on being requested so to do, provide this to the PICA-Service Administrators with copies being sent to the tenant.
- 22.6 The named Brewery/Pub Company representative presents their Response in triplicate
- 22.7 The tenant may avail himself/herself of a right to respond (in triplicate) to the Pub Co's/Brewery's Response **only** should it be perceived that this details incorrect or inadmissible material
- 22.8 The parties will appear in person before the Panel. If the tenant intends to be represented at the Hearing he/she must place the PICA-Service Administrators on notice of this fact in accordance with the foregoing.
- 22.9 The PICA-Service Decision should be regarded as being final and binding on both parties.

23. Procedural updates

- 23.1 Whilst the above represents the approved procedures at the time of going to print the Pub Governing Body which administers PICA-Service does reserve the right to review the content from time to time, and where necessary update the wording. Tied tenants and tied lessees, Pub Companies and Breweries who envisage having an involvement in PICA-Service procedures should always ensure therefore they are working from the most up to date procedure paper.

24. PICA-Service Privacy Statement – 25 May 2018

This privacy notice tells you about the information we collect from you when you use our website. In collecting this information, we are acting as a data controller and, by law, we are required to provide you with information about us, about why and how we use your data, and about the rights you have over your data.

Data Protection Laws will change on 25th May 2018 and we have updated this policy at the current time to set out most of your rights under the new laws. Should any other changes take place, we will update this once such changes take place.

For the purposes of General Data Protection Rules, the 'data controller' is The Pubs Independent Conciliation & Arbitration Service (PICA-Service) whose address is below. 'Data Processors' are staff directly or indirectly employed by the The Pubs Independent Conciliation & Arbitration Service (PICA-Service)

Who are we?

We are. The Pubs Independent Conciliation & Arbitration Service (PICA-Service) Our address is Sentinel House, Ancells Business Park, Harvest Crescent, Fleet, Hampshire, GU51 2UZ. You can contact us by post at the above address, by email at info@picaservice.co.uk or by telephone on +44 (0)1276 417 806.

We are not required to have a data protection officer, so any enquiries about our use of your personal data should be addressed to the contact details above.

How we use your information:

Your privacy is protected by law. The law says we are allowed to use your personal information only if we have a legitimate reason to do so. Within PICA-Service, this information would be used in the following ways:

- When you use our website
- When you submit an enquiry via our website
- To administer the PICA-Service case
- Submission to PICA-Service Panel members
- Your right to complain
- Updates to this privacy policy

Who has access to your data:

- Authorised employees of PIRRS; who will process it to fulfil our obligations to provide a service

Where we store your personal data:

The data that we collect from you will be stored within the UK. In any event, your data will only be transferred to any third party mentioned in this policy if they have a code of practice in place with regard to Data Protection. We will take all reasonable steps to ensure your data is treated securely and in accordance with this Privacy Statement.

How long we keep your data:

Your personal information will form part of your case on our database system for 7 years after that date in secure archives, after which it will be destroyed.

Accessing your personal information:

You have the right to access any other personal information we may hold on you.

Any access request must be made in writing to PICA-Service, Sentinel House, Ancells Business Park, Harvest Crescent, Fleet, Hampshire, GU51 2UZ. *Any access request may be subject to a fee to cover our costs.*

Other rights:

Any queries or feedback about this Privacy Statement should be addressed to the Data Protection Controller, The Pubs Independent Rent Review Scheme.