
DRAFT SCOTTISH STATUTORY INSTRUMENTS

2024 No.

The Scottish Pubs Code Regulations 2024

PART 5

Guest beer agreements

Characteristics of a guest beer agreement

- 20.**—(1) A guest beer agreement is an agreement that—
- (a) allows a tied-pub tenant to—
 - (i) sell to the pub’s customers at a price of the tenant’s choosing, at least one beer chosen by the tenant (regardless of who produces it), and
 - (ii) change the chosen beer as frequently as the tenant wishes,
 - (b) allows the tenant to do those things without penalty, and
 - (c) satisfies the criteria specified in paragraph (2).
- (2) A guest beer agreement must—
- (a) not relate to a brand of a beer of which either—
 - (i) more than 5,000 hectolitres was produced in the production year immediately preceding the production year in which the request date occurs, or
 - (ii) the brand of beer has not been in production for a full production year immediately preceding the production year in which the request date occurs and the producer reasonably estimates that more than 5,000 hectolitres will be produced in the production year in which the request date occurs,
 - (b) not vary the existing lease except—
 - (i) to the extent necessary to include the guest beer agreement, and
 - (ii) where a service equipment charge has been agreed by the parties, to provide for that charge,
 - (c) not penalise the tied-pub tenant in any way, including by requiring the tenant to cease selling any product,
 - (d) not restrict the tied-pub tenant from purchasing a guest beer from a person of the tenant’s choosing,
 - (e) not contain any restrictions on how a guest beer may be purchased, stored or sold (for example, in casks, kegs, bottles, cans).
- (3) This regulation does not require a service equipment charge to be included within a guest beer agreement.

Requirement to offer a guest beer agreement

21.—(1) A pub-owning business must offer to enter into a guest beer agreement with the tied-pub tenant at the tenant’s request.

(2) A pub-owning business need not offer to enter into a guest beer agreement where, on the request date, the tied-pub tenant and the pub-owning business have an existing guest beer agreement which meets the criteria in regulation 20.

Process for offering a guest beer agreement

22.—(1) The tied-pub tenant may request a guest beer agreement from the pub-owning business and any such request must be in writing.

(2) The pub-owning business must send the tenant an offer to enter into a guest beer agreement in writing as soon as possible and in any event within 4 weeks beginning with the day on which the tenant’s request was received by the business.

(3) An offer to enter into a guest beer agreement must include information on any service equipment charge where applicable to the guest beer agreement.

(4) The pub-owning business and the tenant are to meet their own legal costs in connection with entering into a guest beer agreement.

(5) The tied-pub tenant and the pub-owning business must take reasonable steps to minimise—
(a) the costs, and
(b) the administrative burden
of entering into a guest beer agreement.

Requirement to change a guest beer brand

23.—(1) A pub-owning business may give written notice to a tied-pub tenant to change the guest beer brand (see regulation 20(1)(a)(ii)) where the pub-owning business has reasonable evidence that a guest beer brand under regulation 20(2)(a)(i) has exceeded the production level of 5,000 hectolitres in a production year.

(2) A pub-owning business must include in their written notice a fair and reasonable timescale to change the guest beer brand.