

Regulation 43 compliance report framework for pub-owning businesses

Reporting year 2020/2021



Pub Owning Business: Marston's PLC

Reporting CCO: Laura Friend

Date of completion 29th September 2021

Declaration of compliance

Audit Committee Statement of compliance

In accordance with regulation 43(5), this report has been approved by the Chairman of the Marston's PLC Audit Committee. Marston's Code Compliance Officer has provided such other reports as are necessary to ensure that we have an understanding of Marston's compliance with these regulations, as required by regulation 43(7). A summary of this report will be included the 2021 Marston's Annual Report, as required by regulation 43(8)

Section A – Data provision

Estate data

As of 31 March 2021, total number of Pubs Code Agreements	907
Total acquisitions since 31 March 2020	57
New tied tenancies since 31 March 2020 of premises that were already within the estate	2
Total disposals since 31 March 2020	4
Of which were to another Pub Owning- Business (POB)	0
Of which were sold to a person who is not a landlord of 500 or more tied pubs	3
Of which were permanently closed or directly disposed for other use	1
Pubs no longer tied (but still owned) since 31 March 2020	14
Of total Pubs Code Agreements, how many are:	
Agreements contracted into the Landlord and Tenant Act 1954	206
Agreements not contracted into the Landlord and Tenant Act 1954	422
Short agreements	181
Of those, short agreements entitling occupation by a tenant for a total period of 12 months or more	98
Pub Franchise agreements within the meaning of regulation 55	289
Qualifying Investments within the meaning of regulation 56	0
Within the reporting period	
Number of legal surrenders	56
Number of assignments	2
Number of abandonments	0
Number of forfeitures	0
Of tenancies granted since the Pubs Code came into force	0
Of tenancies that are:	
Less than 1 year	0
Between 1-2 years	0
Between 3-5 years	0
6 years or older	0

Contractual arrangements

List all types of contractual arrangements within your Pubs' estate, for each identify if it is a Pubs Code Agreement or otherwise

Type of contractual arrangement	Pubs Code Agreement or otherwise
Open House/ Base Leases	<i>Contracted in to the Landlord and Tenant Act 1954(the Act). Varying lengths. Five yearly rent reviews. Fully tied. Rent and service charge payable. Fully repairing and insuring. Sit inside of Pubs Code.</i>
Legacy Leases	<i>All contracted in to the Act. Varying lengths. Five yearly rent reviews. Partially tied. Rent payable. Fully repairing and insuring. Sit inside of Pubs Code.</i>
Brains Leases/ Tenancy Agreements	<i>All contracted into the Act. Various lengths, mixture of fully and partially repairing liability. Mostly fully tied. Sit inside of the Pubs Code.</i>
Pathway Tenancy Agreements	<i>Some contracted into the Act, some contracted out. 3 or 5 year length. Fully tied. Rent and service charge payable. Internal repairing. Sit inside of Pubs Code.</i>
Foundation Tenancy Agreements	<i>All contracted out of the Act. 5 year length. Fully tied. Fixed turnover share agreement. Service charge payable. Internal repairing. Sit inside of Pubs Code.</i>
Retail/ Pub Franchise Agreements	<i>All contracted out of the Act. 5 year lengths. Fully tied. Fixed turnover share agreement. Right to assign/sell business to a third party. Sit inside of Pubs Code however granted exemptions under regulation 55(1).</i>
Tenancy at Wills	<i>Mixture of franchise style and tenancy models. Sit inside of Pubs Code however granted exemptions under regulation 54 if in occupation for less than 12 months</i>
Free of Tie/ MRO Leases	<i>All contracted in to the Act. Varying lengths. Five yearly rent reviews. Free of tie. Rent payable. Fully repairing and insuring. Sit outside of Pubs Code.</i>

Rights to Renew

Total number of regulated tenants with a contractual right to renew (as of 31 March 2021)	222
During the reporting period number of regulated tenants who exercised a contractual right to renew their tenancy	7
Of which, the number of these to which the POB consented	6
Of which, the number of these that were opposed by the POB	1
Section 25 Notices issued opposing a new tenancy LTA 1954	2
Section 25 Notices issued proposing a variation of the terms	8
Section 26 Notices opposed	1
Section 26 Notices unopposed	0
Number of instances of landlord opposing renewal in whole or in part in reliance on s.30(1)(g)	2
Number of Landlord and Tenant Act 1954 Section 25 notices served during the reporting period after MRO notice received Of which, the number served within a MRO procedure	0
Number of ongoing Landlord and Tenant Act 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation	1
Of which, the number of objections to a new tenancy that were upheld	0
Of which, the number of objections to a new tenancy that were dismissed	0

New tenants/new agreements

Number of new tied tenants overall in this reporting period.	389
Number of premises previously under tied tenancies, leases and/or licences that have been brought into the managed estate during this reporting period.	9
Number of new tied tenancies/protected under the Landlord and Tenant Act 1954	0

Rent proposals

Number of rent proposals provided within the reporting period	8
under regulation 15(2)-(5)	8
under regulation 15(6)	0
under regulation 15(7)	0

Rent assessment proposals

Number of rent assessment proposals provided under regulation 19(1)(a) within the reporting period	20
Number of rent assessment proposals under regulation 19(2)(a) within the reporting period that have been:	0
Requested	0
Provided	0
Rejected	0
Number of rent assessment requests under regulation 19(2)(b) within the reporting period	0
Requested	0
Provided	0
Rejected	0
Number of rent assessment requests under regulation 19(2)(c) within the reporting period	0
Requested	0
Provided	0
Rejected	0

Market Rent Only (MRO)

Within the reporting period:	
Total number of MRO notices received	7
Of which were accepted	7
Of which were rejected	0
Of which were withdrawn	0
Number of MRO notices under regulation 24 – a significant increase in the price of a product or service	
Received	0
Accepted	0
Rejected	0

Market Rent Only (MRO) (cont.)

Number of MRO notices under regulation 25 – a trigger event	
Received	0
Accepted	0
Rejected	0
Number of MRO notices under regulation 26 – the renewal of a pub arrangement	
Received	1
Accepted	1
Rejected	0
Number of MRO notices under regulation 27 – a rent assessment or an assessment of money payable in lieu of rent	
Received	5
Accepted	5
Rejected	0
Number of full responses to accepted MRO Notices issued	6
Number of full responses to rejected MRO Notices issued	0
Where MRO Notice has been received and accepted:	
Free of tie arrangements agreed by new agreement	2
New free of tie arrangements agreed by deed of variation	0
New tied arrangement agreed by new lease	1
Other new tied arrangements agreed (rent or other terms)	4
Tied tenant departures from the pub	0
Other outcomes	0
Ongoing – yet to be concluded	11
Length of MRO tenancy offered	
Minimum period (in months)	120
Maximum period (in months)	120
Most commonly offered length of period (in months)	120
Length of MRO tenancy agreed	
Minimum period (in months)	120
Maximum period (in months)	120
Most commonly agreed length of period (in months)	120
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures	0

Independent Assessors

Number of Independent Assessor appointments	4
Of which, were jointly agreed with the tenant	4
Of which were appointed by the PCA	0
Number of cases where rent was determined by the IA – please list for each case:	
The proposed MRO rent	£67,000
The MRO rent set by the Independent Assessor	£43,000
The proposed MRO rent	£88,000
The MRO rent set by the Independent Assessor	£45,000
The proposed MRO rent	£55,000
The MRO rent set by the Independent Assessor	£39,000
The proposed MRO rent	£36,000
The MRO rent set by the Independent Assessor	£31,900

Buildings Insurance

Number of tenants requesting to price match their building insurance during the reporting period	0
Number of unsuccessful price match requests	0
What commission or rebate do you receive from insurers (percent)?	None
Number of occasions when you have purchased the tenant's alternative policy	0
Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).	0

Gaming machines

Number of new Pubs Code tied agreements including renewals in which:	
If the tenant elects in the tenancy or licence agreement to have a gaming machine, they are required to purchase or rent it from the POB or a nominated supplier	389
The tenant has entered into a side agreement to purchase or rent a gaming machine from the POB or a nominated supplier	0
The tenant has sourced a free of tie machine agreement with a third-party supplier	0
The tenant has chosen not to have gaming machines	0

Blank template requests

Number of requests for blank template during the reporting period.	0
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Sale of freehold or long leasehold

Number of notifications under regulation 49(2)	2
On how many occasions has the POB relied upon the exemption in regulation 49(3)?	2

Section B –Code compliance

For each of the following Code requirements please:

- a. give a detailed and accurate account of your POB's compliance;
- b. identify any and all steps taken to improve POB Code-related arrangements, in particular in the light of published PCA information, advice, guidance and regulatory activity;
- c. identify any and all steps taken to verify compliance in-year

Regulation:	
9 Pubs entry training	Before entering into a new agreement with a tied pub tenant or agreeing with a tied pub tenant a renewal of a protected 1954 Act tenancy, Marston's advises the tied pub tenant to complete the appropriate pubs entry training before the agreement is entered into. If the tied pub tenant qualifies for a waiver, compliance with the conditions of exemption are checked before the waiver is approved. Marston's provide in-house training through a dedicated Training Team which is agreement specific. This training is regularly reviewed and feedback gathered from participants.
10 A sustainable business plan	Before entering into a new agreement with a tied pub tenant or before the renewal of a tenancy which is not a protected 1954 Act tenancy, Marston's ensures a sustainable business plan is in place. Checks are in place to ensure that the business plan is prepared after the tied pub tenant has obtained independent advice. The business plan is also signed off by the Business Development Manager and Regional Manager. Relevant information is provided to the tied pub tenant to enable them to complete their business plan.
11 The required information	Marston's ensure that Schedule 1 information is provided to tied pub tenants before they enter into an agreement. This is collated in a "property pack" which is issued to the tied pub tenant. This enables the tied pub tenant to obtain the necessary independent advice before entering into an agreement. The contents of the property pack are regularly reviewed and updates made when appropriate or following guidance issued by the PCA.
Schedule 1	
12 Duty of pub-owning business where tenant intends to assign the tenancy	Where the tenant notifies Marston's of their intention to assign, Marston's explains to the tenant and proposed assignee the implications of the assignment. Information is provided in relation to any fees payable, information relating to dilapidations, and Schedule 1 information. Before

	<p>agreeing to the assignment Marston's ensures that the proposed assignee has received the relevant information. They are also advised to complete pubs entry training and advised to seek their own independent advice before taking the assignment.</p>
13 Premises	<p>A clear description of the premises is provided to the tied pub tenant within the Schedule 1 property pack. This includes details of the premises licence and any enforcement action taken within the last 2 years. It will also detail any foreseeable material changes in the local area that may affect the trading environment, as well as any planning considerations to be aware of. A schedule of condition is also included in the property pack.</p> <p>Before entering into a new agreement with a tied pub tenant Marston's advises the tenant to conduct a thorough inspection of the premises and to obtain the advice of a qualified surveyor.</p> <p>Marston's ensure appropriate and reasonable notice is given to the tied pub tenant before entering the pub.</p>
14 Short agreements	<p>A short agreement property pack is provided to the tied pub tenant before entering into a short agreement. This is provided to the tied pub tenant and includes the information specified in the applicable clauses of Schedule 1.</p>
15 Duty to provide a rent proposal	<p>Marston's ensures that a rent proposal is provided to a tied pub tenant in accordance with the details outlined in Regulation 15. Rent proposals are provided by the Estates Manager who is RICS qualified. Timescales are monitored to ensure timescales are adhered to.</p>
16 Contents of the rent proposal	<p>Marston's rent proposals adhere to the requirements set out in Schedule 2. The rent proposal is prepared in accordance with RICS guidance and is accompanied by written confirmation from a member of the RICS. All rent proposals are prepared by a member of the RICS who is suitably qualified to do so.</p>
17 When the rent proposal must be provided	<p>Timescales for provision of rent proposals are monitored and tracked to ensure that compliance with the necessary time frames is adhered to.</p>
18 Further information and advice in relation to the rent proposal	<p>Following a rent proposal, a meeting will be arranged between the tied pub tenant and the Estates Manager to discuss. Any reasonable request from the tied pub tenant for additional information is provided where possible. The tied pub tenant is advised to obtain independent professional advice.</p>
65 Rent proposals	<p>Marston's take note of the contents of clause 65 pertaining to the provision of rent proposals.</p>

Schedule 2	
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	Marston's conducts a rent assessment in connection with a rent review which is required under the terms of the tenancy or where the tied pub tenant requests one under Regulation 19(1) and 19 (2). If a notice is received from a tied pub tenant in this respect, the validity of the notice is checked and acknowledged as soon as possible.
20 The rent assessment proposal	Where a rent assessment is required, Marston's sends the tied pub tenant a proposal for rent together with the information specified in Schedule 2. If the rent assessment is in relation to a rent review this information is provided at least six months before the rent review date. If a tenant validly requests a rent assessment then the rent assessment is provided within 21 days beginning with the day on which the tied pub tenant requests the assessment. The rent assessment proposal is prepared in accordance with RICS guidance and is accompanied by a written statement of confirmation from a member of the RICS that the rent assessment proposal has been so prepared.
21 Conduct of the rent assessment or the assessment of money payable in lieu of rent	<p>Marston's conduct their rent assessments in accordance with RICS guidance. Rent assessments are prepared by a suitable qualified member of the RICS. Any reasonable requests for further information are complied with by the Estates Manager and provided to the tenant as soon as reasonably practicable. If the information requested is not able to be provided then an explanation will be given to the reasons why this is the case.</p> <p>The Estates Manager who prepares the rent assessment will visit the pub within 3 months of the day on which the rent assessment is to be provided to the tenant. During this visit the Estates Manager will gather information about the layout and location of the pub. The tied pub tenant is advised to obtain independent professional advice before they agree the new rent.</p> <p>If a rent review date has passed, or more than 6 months have elapsed since the day on which the rent assessment was provided to the tied pub tenant, it is agreed in writing how any recoverable rent is to be dealt with and how payments relating to any recoverable rent is to be made.</p>
22 Effect of the rent assessment or the assessment of money payable in lieu of rent	Marston's comply with the requirements of Regulation 22. Any new agreed rent is payable with effect from the day after the end of the assessment. The rent assessment ends on the rent review date or if later, the date on which the tied pub tenant and Marston's agree the new rent in writing. If the tied pub tenant serves an MRO notice, the assessment will end on the day on which the tenancy is entered into.

66 Rent assessments	Any requests from tenants for a rent assessment are dealt with by the Estates Manager who will confirm if a rent assessment has been validly requested. If the request is valid this will be acknowledged as soon as possible. If it is not valid the Estates Manager will confirm as soon as possible and outline the reasons why it is not deemed valid.
Schedule 2	
23 The MRO notice	When a tied pub tenant serves an MRO notice, checks are made to ensure the notice is valid and the notice is acknowledged as soon as possible. Where a notice is not deemed to be valid, the tenant will be notified as soon as possible, with an explanation.
24 A significant increase in the price of a product or service	Marston's will notify the tied pub tenant if there is a significant increase in the price at which a product or service which is subject to a product or service tie is supplied to the tied pub tenant.
25 A trigger event	If a tied pub tenant sends Marston's a relevant analysis which demonstrates a trigger event has occurred, this will be dealt with by the relevant Estates Manager, who is suitably RICS qualified.
26 The renewal of a pub arrangement	Renewals of protected agreements under the Landlord and Tenant Act 1954 are dealt with by the relevant Estates Manager, who is suitably RICS qualified.
27 A rent assessment or an assessment of money payable in lieu of rent	Rent Assessments are carried out by the Estates Manager who is suitably RICS qualified.
67 Market rent only option: the MRO notice	Marston's notes the provisions in Regulation 67.
28 Arrangements during the MRO procedure: rent etc	If a tied pub tenant has served a valid MRO notice then Marston's does not exercise any right to recover rent which subsequently becomes payable under the tenancy. To the extent that it is payable at a higher rate than was payable when the notice was given, Marston's does not exercise any right to make subject to a product or service tie anything which was not previously subject to a tie or disapply a product or service tie from an item that was subject to a tie when the notice was given. This remains in place until the end of the MRO procedure.
29 Effect of tenant's notice	When Marston's receives an MRO notice an acknowledgement is sent as soon as reasonably practicable. If the MRO notice is valid then Marston's sends out a proposed MRO tenancy and associated documents. A

	<p>full response is sent within the 28 day period which begins with the day on which Marston's received the MRO notice. If a tenant's application for a new tenancy is opposed by Marston's then Marston's will send a response 28 days from the date the court makes an order for the grant of a new tenancy. Where Marston's deems the MRO notice to be invalid, this will be communicated to the tenant along with the reasons why it is deemed as invalid.</p>
<p>30 Terms and conditions required in proposed MRO tenancy</p>	<p>When providing a full response Marston's proposes an MRO tenancy which is for a period that is at least as long as the remaining term of the existing tenancy.</p>
<p>31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc</p>	<p>When proposing an MRO tenancy, Marston's does not include a break clause which is exercisable only by the Pub Owning Business. Marston's does not impose a service tie in respect of insurance other than buildings insurance in connection with the premises. Marston's do not include terms which are not common terms in agreement between landlords and pub tenants who are not subject to product or service ties. Marston's Estates Managers keep up to date with terms granted within the market.</p>
<p>32 Failure to acknowledge the tenant's notice, provide a full response etc</p>	<p>Marston's ensures that the full response is provided within the timescales outlined within the Pubs Code. Marston's makes its tenants aware of the process in which they may refer matters to the PCA. In the reporting period Marston's has not referred a matter to the PCA, but if it did so in the future then it would ensure that the tenant is notified of its intention to do so before the referral is made.</p>
<p>33 MRO procedure where a matter is referred to the Adjudicator in connection with the full response</p>	<p>If a matter is referred to the Adjudicator and a revised response is required to be issued to the tenant, then Marston's will ensure that this is provided within 21 days of the Adjudicator's ruling.</p>
<p>34 The negotiation period</p>	<p>Following the serving of a full response, Marston's seeks to engage with the tenant at the earliest opportunity to continue the negotiation period. Negotiation takes place at face to face meetings with the relevant Estates Manager and through telephone/email discussions where appropriate.</p>
<p>35 Failure to agree: right to refer to the Adjudicator or independent assessor</p>	<p>Where a subsequent proposed tenancy is issued to the tied pub tenant during the negotiation period and the tenant considers the tenancy to be non MRO-compliant, the tenant may refer the matter to the Adjudicator within the relevant timescales. Marston's signposts the tenant to the PCA and makes them aware of the timescales they have to adhere to.</p>

36 Appointment of the independent assessor	On all independent assessor appointments in the period, these have been appointed jointly between the tenant and Marston's.
37 Independent assessor: procedure	When an independent assessor is appointed, Marston's complies with regulation 37 regarding the provision of information it holds and with any subsequent requests for information from the independent assessor.
38 MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor	Marston's has not made a referral to the adjudicator in connection with the independent assessor during this reporting period.
Schedule 3	
39 End of the MRO procedure	Once the tied pub tenant communicates to Marston's in writing their decision to accept a proposed tenancy then Marston's will act to ensure that they enter into the tenancy as soon as reasonably practicable.
40 Disputes about rent etc payable during MRO procedure	There has been no referrals to the adjudicator during this period in relation to regulation 40.
41 Business development managers	<p>Marston's ensures that each of its Business Development Managers (BDMs) receive a copy of the Pubs Code regulations before they liaise with tied pub tenants. Each new BDM that starts with Marston's has an induction with the Code Compliance Officer.</p> <p>Annual training is provided to BDMs through an online platform where completion of the training can be monitored. Additional training is provided at Team Meetings by both the CCO and the Estates Managers throughout the year, where updates can be issued. A webinar has also been presented by the CCO during the reporting period which gave an update on the Pubs Code while Covid restrictions were in place. During the Covid-19 pandemic Marston's self-notified the PCA that their annual training schedule had been temporarily disrupted due to furlough, however the training was completed as soon as possible by all BDMs and the annual training schedule has now resumed.</p>
42 Duty to appoint a compliance officer	Marston's ensures their Code Compliance Officer is suitably qualified and that they are provided with the resources necessary to carry out their role. The CCO is enabled to contact BDMs to discuss matters relating to the Pubs Code and ensures that they are reasonably available to tied pub tenants who might have a query. Marston's also has a dedicated email address for any queries relating to Pubs Code matters. Marston's CCO is independent of the BDMs

	and reports into the Head of Operational Estates. The CCO is also empowered to discuss with the Adjudicator matters relating to Marston's compliance with the Pubs Code. The CCO also maintains records of the training delivered to BDMs.
46 Insurance	<p>Marston's does not receive commission in connection with its insurance policies which are recharged to tied pub tenants.</p> <p>Marston's renews its block policy annually and details are communicated to the tied pub tenant. Marston's provide tenants with details of our policy and any contributions towards a claim the tenant is required to make. If additional information is requested from the tied pub tenant then Marston's will provide this information if it is able to do so.</p> <p>Marston's has not received any notification in the reporting period from a tied pub tenant which states that they have identified a comparable insurance policy. However, if this were to happen in the future Marston's would consider the alternative policy.</p>
47 Gaming machines	Marston's does not require a tied pub tenant to purchase or rent gaming machines when it grants a new tenancy or renews an existing tenancy.
48 Blank template for profit and loss account	Blank profit and loss templates are available if requested and are issued as part of the Schedule 1 information.
49 Sale of freehold or long leasehold	If Marston's sells a tied pub, it will inform the tied pub tenant before agents are instructed to formally market the property. It will also provide the detail of the sale and the name and address of the buyers as soon as it is able to do so under the terms of the legal agreement surrounding the sale.
50 Tied pub tenant not to suffer detriment	Marston's ensures that a tied pub tenant is not subject to any detriment on the ground that they exercise or attempts to exercise their right under these Regulations.
51 Flow monitoring devices	Marston's do not include flow monitoring devices in its tied pub estate.
54 Short agreements	In relation to short agreements for less than 12 months, Marston's ensures that communication is sent to the tenant shortly before and shortly after the twelve month point, outlining the additional provisions of the Pubs Code that will apply after that period.
55 Pub franchise agreements	Marston's ensures tied pub tenants who occupy under a Pub Franchise Agreement are advised where to find more

	information about the Pubs Code within their Schedule 1 information pack.
56 The investment exception	Marston's has not had any investment exceptions within the reporting period.
57 Void or unenforceable terms of a tenancy or licence	Marston's ensures that void or unenforceable terms are not included in the tenancy agreements granted.
Identify any and all steps taken to verify Code compliance in accordance with Core Code principles in any case where Code rights interact with POB right to possession, under LTA or otherwise (eg application of s 31(1)(g) LTA; application of s 146 Law of Property Act 1925	<p>During the reporting period Marston's applied for s.146 proceedings at one tied pub. The breach was subsequently remedied by the tied pub tenant and the action ended. Possession proceedings did not start.</p> <p>Where Marston's exercises its right to possession under the Landlord and Tenant Act 1954 Marston's engages with the tenant at the earliest opportunity to ensure it acts fairly and with transparency</p>

Section C – Breaches and complaints

9 Pubs entry training	Total number of breaches or alleged breaches	2
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	2
	Steps taken in relation to each breach or alleged breach and outcome Investigations were carried out after it was alleged a tied pub tenant entered an agreement without having carried out pre-entry awareness training. Internal records were checked and it was established that the necessary training had been completed.	
10 A sustainable business plan	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
11 The required information	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
12 Duty of pub-owning business where tenant intends to assign the tenancy	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
13 Premises	Total number of breaches or alleged breaches	1
	Number of breaches or alleged breaches upheld	0

	Number of these breaches or alleged breaches not upheld	1
	Steps taken in relation to each breach or alleged breach and outcome An alleged breach was investigated but it was confirmed that the tied pub tenant was given the opportunity to inspect the premises before taking on the agreement and that they had obtained independent advice before entering into the agreement.	0
14 Short agreements	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
15 Duty to provide a rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
16 Contents of the rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
17 When the rent proposal must be provided	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
18 Further information and advice in relation to the rent proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0

	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
65 Rent proposals	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	
19 Duty to conduct a rent assessment or an assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
20 The rent assessment proposal	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
21 Conduct of the rent assessment or the assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
22 Effect of the rent assessment or the assessment of money payable in lieu of rent	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0

66 Rent assessments	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
23 The MRO notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
24 A significant increase in the price of a product or service	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
25 A trigger event	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
26 The renewal of a pub arrangement	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
27 A rent assessment or an assessment of	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0

money payable in lieu of rent	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
67 Market rent only option: the MRO notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
28 Arrangements during the MRO procedure: rent etc	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
29 Effect of tenant's notice	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
30 Terms and conditions required in proposed MRO tenancy	Total number of breaches or alleged breaches	2
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	2
	Steps taken in relation to each breach or alleged breach and outcome	Two complaints were made about the inclusion of a term within the MRO lease. The complaints were not upheld as the MRO offer had already been accepted which included these terms and therefore the negotiation process had ended. This was clarified with the tenant, and confirmation was sought with the tied pub tenant that they did not want to re-start the MRO negotiation. An MRO lease has now been entered into on both properties (completed after the reporting period)
	Total number of breaches or alleged breaches	0

31 Terms and conditions regarded as unreasonable in relation to proposed MRO tenancy etc	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
32 Failure to acknowledge the tenant's notice, provide a full response etc	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
33 MRO procedure where a matter is referred to the Adjudicator in connection with the full response	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
34 The negotiation period	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
35 Failure to agree: right to refer to the Adjudicator or independent assessor	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
36 Appointment of the independent assessor	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0

	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
37 Independent assessor: procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
38 MRO procedure where a referral is made to the Adjudicator in connection with the independent assessor	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
39 End of the MRO procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
40 Disputes about rent etc payable during MRO procedure	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
41 Business development managers	Total number of breaches or alleged breaches	2
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	2
	Steps taken in relation to each breach or alleged breach and outcome	

	Two complaints were made regarding BDM conduct. These were investigated and both complaints were not upheld.	
42 Duty to appoint a compliance officer	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
46 Insurance	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
47 Gaming machines	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
48 Blank template for profit and loss account	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
49 Sale of freehold or long leasehold	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0

51 Flow monitoring devices	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
50 Tied pub tenant not to suffer detriment	Total number of breaches or alleged breaches	1
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	1
	Steps taken in relation to each breach or alleged breach and outcome A complaint was made regarding a tenant suffering detriment which was referred to the PCA. This was investigated and not upheld. The referral to the PCA was subsequently withdrawn.	
54 Short agreements (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
55 Pub franchise agreements (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
56 The investment exception (in the application of exemptions or restrictions)	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0

57 Void or unenforceable terms of a tenancy or licence	Total number of breaches or alleged breaches	0
	Number of breaches or alleged breaches upheld	0
	Number of these breaches or alleged breaches not upheld	0
	Steps taken in relation to each breach or alleged breach and outcome	0
Other complaints made by tenants	Complaints not relating to the Pubs Code are handled by the respective Business Development Manager and escalated in line with our internal complaints protocol through Head of Operations and the Operations Director until resolved. Marston's do not hold a central record of these complaints.	