



Annual Compliance Report 2024-25

Under Regulation 43 of the Pubs Code etc. Regulations 2016, a pub-owning business must ensure that the Compliance Officer submits its annual compliance report to the Pubs Code Adjudicator relating to each financial year.

POBs should identify how you uphold the Core Code principles, as identified in Section 42(3) of the SBEEA 2015.

Marston's adhere to the Core Code principles when applying the Pubs Code Regulations in its internal practices. Regular communications with TPTs ensure they are aware of the rights conferred on them.

In accordance with Regulation 43 of the Pubs Code etc. Regulations 2016. This is a declaration that the statutory requirements in Regulations 43(5), (7), (8) & (9) have been complied with.

Approved by - this should be the Chair of the Audit Committee, or where such a committee does not exist, the non-executive director who is responsible for functions normally associated with an Audit Committee, or in the absence of such a post, by the POB's CEO, Managing Director or equivalent. Please provide their name .	Rachel Osborne
Job title of the person who approved the compliance report	Chair of the Audit Committee
Date of approval	08/07/2025
Submitted by - Code Compliance Officer for (POB)	Claire Coley

Section A – Estate Data and renewals

Question	POB Response
Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2024)	960
<ul style="list-style-type: none"> Of which, those that are tenanted. 	98
<ul style="list-style-type: none"> Of which, those that are leased. 	98
<ul style="list-style-type: none"> Of which, those located in Wales 	209
<i>Please indicate whether you have different agreement types or policies in place for pubs in Wales and if so, explain any differences.</i>	All agreement types offered and policies in place are the same as those in England. In Wales there are some legacy Brains leases which came into the estate when Marston's acquired the pubs from SA Brains which remain in place.
Total acquisitions – during this reporting period – that fall under the Pubs Code. This will include acquired and new build pubs.	0
Additional tied pubs already owned for this reporting period. This means previously closed pubs reopened, transfers from other parts of the estate (Mgd, FOT etc).	24
Total disposals during this reporting period of those premises that fell under the Pubs Code. This means pubs sold as pubs, disposed of for other use or permanently closed	51
<ul style="list-style-type: none"> Of which, were to another POB 	18
<ul style="list-style-type: none"> Of which, were sold to a person who is not a landlord of 500 or more tied pubs <ul style="list-style-type: none"> Of which, there was a publican in situ i.e. those disposals subject to extended protection 	31
<ul style="list-style-type: none"> Of which, were permanently closed or disposed for other use. 	18
<ul style="list-style-type: none"> Of which, were permanently closed or disposed for other use. 	2
Premises that are no longer tied but still owned by your POB - for this reporting period. This means, temporarily closed pubs (no agreement	5

in place), transfers to other parts of the estate (MGd, FOT etc).	
• Of which, are now part of your POB's managed estate.	2
Total number of Pubs Code Agreements that ended during this reporting period.	220
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures.	0
Total number of Pubs Code Agreements at the end of this reporting period (31 March 2025).	928
• Of which:	
• Agreements contracted into the Landlord and Tenant Act 1954.	81
• Agreements not contracted into the Landlord and Tenant Act 1954.	621
• Short agreements under regulation 14.	197
• Tenancies at will (or other agreements for less than 12 months) where tenant has acquired full Code rights	29
Number of qualifying Investments under regulation 56.	0
Total number of agreements at the end of the reporting period with provisions for sharing turnover or profit.	571
• Of which, those that fall outside the Pubs Code.	0
• Of which, those that fall under regulation 55 (pub franchise agreements) .	442
Number of legal surrenders. <i>Only include those surrenders where the publican left the property.</i>	18

<ul style="list-style-type: none"> • Of which, the tenant was in place for: 	
<ul style="list-style-type: none"> • Less than 1 year. 	2
<ul style="list-style-type: none"> • Between 1-2 years. 	4
<ul style="list-style-type: none"> • Between 3-5 years. 	3
<ul style="list-style-type: none"> • 6 years or more. 	9
Number of forfeitures.	3
<ul style="list-style-type: none"> • Of which, the tenant was in place for: 	
<ul style="list-style-type: none"> • Less than 1 year. 	0
<ul style="list-style-type: none"> • Between 1-2 years. 	2
<ul style="list-style-type: none"> • Between 3-5 years. 	0
<ul style="list-style-type: none"> • 6 years or more. 	1
Number of assignments.	0
<ul style="list-style-type: none"> • Of which, the tenant was in place for: 	
<ul style="list-style-type: none"> • Less than 1 year. 	0
<ul style="list-style-type: none"> • Between 1-2 years. 	0
<ul style="list-style-type: none"> • Between 3-5 years. 	0
<ul style="list-style-type: none"> • 6 years or more. 	0
Number of abandonments.	9
<ul style="list-style-type: none"> • Of which, the tenant was in place for: 	
<ul style="list-style-type: none"> • Less than 1 year. 	3
<ul style="list-style-type: none"> • Between 1-2 years. 	4
<ul style="list-style-type: none"> • Between 3-5 years. 	2
<ul style="list-style-type: none"> • 6 years or more. 	0
Please list your contractual arrangements	Open House/Base Lease: contracted into the Landlord and Tenant Act 1954

	<p>(the L&T Act). Varying lengths. Five yearly rent reviews. Fully tied. Rent and service charge payable. Fully repairing and insuring. Sits inside of the Pubs Code.</p> <p>Legacy Leases: All contracted into the L&T Act. Varying lengths. Five yearly rent reviews. Partially tied. Rent payable. Fully repairing and insuring. Sits inside of Pubs Code.</p> <p>Brains Leases/Tenancy Agreements: All contracted into the L&T Act. Varying lengths. Mixture of fully and partial repairing liability. Mostly fully tied. Sits inside of Pubs Code.</p> <p>Pathway Tenancy Agreements: Some contracted into the L&T Act, some contracted out. 3 or 5 year length. Fully tied. Rent and service charge payable. Internal repairing. Sits inside of Pubs Code.</p> <p>Foundation Agreement: All contracted out of the L&T Act. 5 year length. Fully tied. Fixed turnover share agreement. Service charge payable. Internal repairing. Sits inside of Pubs Code.</p> <p>Pillar Agreements: All contracted out of the L&T Act. 5 year length. Fixed turnover share agreement. Sits inside of Pubs Code during the reporting period.</p> <p>Retail/Pub Franchise Agreements/Pub Operating Agreement: All contracted out of the L&T Act. 5 year length. Fully tied. Fixed turnover share agreement. Right to assign/sell business to a third party. Sits inside of Pubs Code however granted exemptions under Regulation 55(1).</p> <p>Tenancy at Wills: Mixture of franchise style and tenancy models. Sits inside of Pubs Code however granted exemptions under Regulation 54 if in occupation for less than 12 months.</p> <p>MRO Leases: All contracted into the L&T Act. Varying lengths. Five yearly rent reviews. Free of Tie. Rent payable. Fully repairing and insuring. Sits outside of Pubs Code.</p>
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Renewals, including Landlord and Tenant Act (LTA) 1954	
Total number of regulated tenancies, as of 31 March 2025, whose contractual terms entitle the tenant to renew at the end of the term. i.e. as described in Regulation 26(3). This is different to the right to renew under the LTA 1954.	0
How many tenants had the contractual right to renew (an MRO event under 26(3)) during the reporting period. This is different to a right to renew under LTA 1954.	0
<ul style="list-style-type: none"> • Of which, those who exercised their contractual right to renew during this reporting period. 	0
<ul style="list-style-type: none"> • Of which, the POB opposed. 	0
Total number of regulated tenancies as of 31 March 2024, with LTA 1954 protection.	81
Total number of LTA 1954 S.25 notices issued in this reporting period.	10
<ul style="list-style-type: none"> • Of which, those served at any time after receipt of an MRO notice. 	0
<ul style="list-style-type: none"> • Of which, those served within an MRO procedure. 	0
<ul style="list-style-type: none"> • Of which, those opposing a new tenancy. 	0
<ul style="list-style-type: none"> • Of which, those proposing a variation of the terms. 	10
Number of LTA 1954 S.26 notices received in this reporting period	0
<ul style="list-style-type: none"> • Of which, those you opposed. 	0
<ul style="list-style-type: none"> • Of which, those you opposed at any time after receipt of an MRO notice. 	0
<ul style="list-style-type: none"> • Of which, those you opposed within an MRO procedure. 	0

● Of which, those proposing a variation of terms.	0
Number of instances of landlord opposing renewal in whole or in part in reliance on LTA 1954 S.30(1)(g).	0
Number of LTA 1954 court proceedings where the POB relied in whole or in part on an intention to take the pub back into occupation.	0
● 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
● Of which, are still ongoing.	0
New tenants and agreements	
Number of new tenancies that fall under the Code in this reporting period . <i>Do not include tenancies where the tenant has, or has had, a previous agreement (other than a short agreement) for that pub.</i>	9
● Of which, are short agreements under regulation 14.	6
● Of which, have LTA 1954 rights.	0
Number of new unprotected tied tenancies with tenants previously having 1954 Act protected tenancies.	1
Rent proposals	
Number of rent proposals provided in this reporting period.	10
● Of which, those under regulation 15(2-5).	10 No rent proposals were requested in the reporting period but Marston's will provide

	a rent proposal when issuing a S25 notice.
• Of which, those under regulation 15(6).	0
• Of which, those under regulation 15(7).	0
Rent assessment proposals (RAP)	
Number of rent assessment proposals provided under regulation 19(1)(a) - a rent review required under the terms of a tenancy or licence of a tied pub.	8
Number of rent assessment requests under regulation 19(2)(a) - 5 years, of which those:	0
• RAP Provided	0
• RAP Rejected	0
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0
• RAP Provided	0
• RAP Rejected	0
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0
• RAP Provided	0
• RAP Rejected	0
Market Rent Only (MRO)	
Total number of MRO Notices received, of which those:	6
• Accepted	6
• Rejected	0
• Withdrawn	0

Number of MRO Notices received under regulation 24 – significant increase in price, of which those:	0
• Accepted	0
• Rejected	0
Number of MRO Notices received under regulation 25 – trigger event, of which those:	0
• Accepted	0
• Rejected	0
Number of MRO Notices received under regulation 26 – renewal of a pub arrangement, of which those:	2
• Accepted	2
• Rejected	0
Number of MRO Notices received under regulation 27 – rent assessment or an assessment of money payable in lieu of rent, of which those:	4
• Accepted	4
• Rejected	0
Number of full responses issued to rejected MRO Notices.	0
Number of full responses issued to accepted MRO Notices.	4
Where an MRO Notice has been accepted; those that resulted in:	
• Free-of-tie arrangements that are:	
• New agreement - including short term agreements.	1
• Deed of variation.	0

• New tied arrangements that are:	
• Agreed by new lease.	2
• Other new tied arrangements (rent or other terms).	0
• Tied tenant departure from the pub.	0
• Other outcomes.	0
• Ongoing – yet to be concluded.	6
Length of MRO tenancies initially offered by POB	
Minimum length (in months)	60
Maximum length (in months)	186
Average length (in months)	121
Length of MRO tenancies requested by tenants	In the reporting period Marston's did not receive any requests for a specific length of MRO agreement
Minimum length (in months)	
Maximum length (in months)	
Average length (in months)	
Length of MRO tenancies agreed	
Minimum length (in months)	120
Maximum length (in months)	120
Average length (in months)	120
Independent Assessors (IAs)	
Number of IA appointments.	1
• Of which, those jointly agreed with the tenant.	1
• Of which, those appointed by the PCA.	0

Number of cases where rent was determined by the IA.	1
<ul style="list-style-type: none"> Please list for each case - the MRO rent proposed by the POB and the MRO rent set by the IA. 	Proposed rent - £76,500.00 Rent set by IA - £48,050.00
Number of IA determinations challenged under:	0
<ul style="list-style-type: none"> Regulation 37(10) 	0
<ul style="list-style-type: none"> Regulation 37(11). 	0
Buildings Insurance	
Number of tenants requesting to price match their building insurance during this reporting period by providing notification of a tenant's alternative policy (under regulation 46(3c))	0
<ul style="list-style-type: none"> Number of unsuccessful price match requests. 	0
<ul style="list-style-type: none"> Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5). 	0
<ul style="list-style-type: none"> Number of occasions when you have purchased the tenant's alternative policy. 	0
Whether you receive commission or rebate from insurers and, if so, what percentage.	No
Gaming machines	
Number of new Pubs Code tied agreements, including renewal, in which:	
<ul style="list-style-type: none"> The tenant elects in the tenancy or licence agreement to have a gaming machine, and are required to purchase or rent this from your POB or a nominated supplier. 	263

<ul style="list-style-type: none"> • The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier. 	Marston's do not hold a record of this
<ul style="list-style-type: none"> • The tenant has sourced a free-of-tie machine agreement with a third-party supplier. 	Marston's do not hold a record of this
<ul style="list-style-type: none"> • The tenant has chosen not to have gaming machines. 	Marston's do not hold a record of this
Sale of freehold or long leasehold	
Number of notifications under regulation 49(2).	36
On how many occasions has your POB relied upon the exemption in regulation 49(3)?	

Section B – Code Compliance

Compliance Area	Details	POB Response
Entering into an Agreement:		
Pub Entry Training Regulation: 9	<p>1. Provide a detailed report on your POB's compliance with the pub entry training requirements; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Before entering into a new agreement with a tied pub tenant (TPT), Marston's advises the TPT to complete the appropriate pubs entry training before the agreement is entered into.</p> <p>Marston's provide in-house training through a dedicated training team. The training covers everything a TPT needs to know to run a successful pub business. This training is regularly reviewed by the training team and feedback gathered from TPTs is used to assess the effectiveness of the training provided. Marston's induction programme is accredited by the skills and education group in conjunction with the Bii.</p> <p>Marston's also provides other essential training to our TPTs are part of our training programme which includes Cellar Management, Award for Personal Licence Holders and specific training on our systems, ie tills.</p> <p>A TPT will also be required to undertaken a number of e-learning courses such as; food safety level 2, allergens and health and safety.</p> <p>Where a prospective TPT meets one of the pre-entry training conditions, the Area Operations Manager (AOM) seeks approval from the Code Compliance Officer</p>

		<p>(CCO) to waive the need to attend the induction training. Where a training waiver is approved, Marston's requires the TPT to sign a training waiver letter.</p> <p>Where a prospective tenant will be taking a tenancy agreement with Marston's they are also required to complete the Bii online pre-entry awareness training (PEAT). If a prospective tenant meets one of the pre-entry training conditions as above, the TPT will be exempt from completing the online training.</p> <p>Compliance with the regulation forms part of the final checks undertaken by the Legal Services team on a new tied agreement. Confirmation of completed training by the training team or a signed exemption letter is required before completion of the new tied agreement.</p>
<p>Sustainable Business Plan Regulation: 10</p>	<p>2. Provide a detailed report on the process your POB follows when considering whether a tenant's business plan is sustainable.</p> <p>Include how you arrive at your opinion that the forecast of income and net profit is reasonable and realistic.</p>	<p>Before entering into a new agreement with a TPT 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 TPT has obtained independent professional advice.</p> <p>The business plan can be completed on a standard Marston's template to ensure the requirements of Regulation 10 are met. The business plan template is provided with the Schedule</p>

		<p>1 information in the form of a Property Pack to ensure that TPT has had the opportunity to review the required information. Once complete, the business plan is reviewed by the AOM, Operations Manager (OM) and Estates Manager, where needed, to verify the business plan as sustainable. The review will include a detailed financial review of projected net income, profit margin, operating costs and other factors including potential performance of the pub. Once the business plan has been reviewed in full and any points of difference discussed it is approved and signed off. The Legal Services team will check that all parts of the business plan are in place.</p> <p>During the recruitment process the AOM and OM will interview the prospective TPT, this interview will involve reviewing the business plan to ensure it supports their P&L projections and where applicable, the growth of the business that the TPT is proposing to achieve and sustain.</p>
<p>Schedule 1 Regulation: 11</p>	<p>3. Provide a detailed report on your POB's compliance with the information provision requirements specified in Schedule 1; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Marston's ensure that Schedule 1 information is provided to the TPT before they enter into an agreement. The required information is collated in a 'property pack' by our Legal Services team and is sent to the TPT by their AOM via email.</p> <p>Marston's evidence signed receipt of the required information by each TPT on</p>

		<p>the information & supply sheet, which lists each document in the property pack.</p> <p>The property pack gives the TPT all the information they need to prepare a sustainable business plan and obtain necessary independent professional advice before entering into an agreement.</p> <p>The property pack includes a 'taking a new agreement' guide which details the process Marston's will follow along with details of documentation that the TPT will be required to provide.</p> <p>To aid Code and CCO awareness the property pack includes an introductory document which sets out contact details for the CCO, what information is contained in the property pack, an overview of the Pubs Code and next steps the TPT needs to take including obtaining independent professional advice and preparing the business plan.</p> <p>The CCO regularly reviews and updates the information provided in the property to ensure Marston's remains compliant with Schedule 1 obligations.</p>
Assignments Regulation 12	<p>4. Provide a detailed report on your POB's compliance when a tenant intends to assign a tenancy; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p> <p>Specifically identify how -</p>	<p>Where a TPT notifies Marston's of their intention to assign their lease in writing, Marston's will provide the TPT with a 'guide to selling your lease' document which sets out what is required for an assignment. The TPT is required to notify Marston's</p>

	when the tenant requests an assignment - your POB satisfies itself that:	in writing once an assignee has been found, as Marston's will need to provide consent to the assignment and approve the assignee. Once an assignee has been approved, a property pack is produced which contains all the required information under Schedule 1, any fees payable and information relating to dilapidations. The assignee will then follow the full new tenant process.
	4.1 It complies with the provisions in regulation 12(4)(a)	Before agreeing to the assignment, Marston's requests that the Schedule 1 information and other relevant information is sent to the assignee. The assignment process is the same as when a tenant is entering into a new agreement.
	4.2 It complies with the provisions in regulation 12(4)(b)	The proposed assignee is required to attend Marston's in-house training unless they qualify for a training waiver under Regulation 12(5). If the proposed assignee does meet one of the conditions in Regulation 12(6), a waiver can be approved by the CCO. The training exemption will be documented in a letter which the proposed assignee will be required to sign.
	4.3 It complies with the provisions in regulations 12(4)(c)	The proposed assignee is advised to seek their own independent professional advice before taking the assignment. Evidence of professional advice will be requested from the proposed assignee before the assignment completes.

<p>Premises Regulation: 13</p>	<p>5. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>All TPTs are advised to conduct a thorough inspection of the premises and to obtain the advice of a qualified surveyor before they enter into a new agreement. This advice is included in the 'Taking a new agreement with Marston's' guide, which is a document that forms part of the property pack. The advice is also reinforced in the formal offer letter.</p> <p>An example copy of the agreement is provided to the TPT in the property pack as part of the Schedule 1 information, this contains the TPTs repair obligations.</p> <p>A Schedule of Condition (SOC) is prepared by an external surveyor. This is included in the property pack as part of the Schedule 1 information. Where works are carried out an updated SOC will be carried out post-completion and sent to the TPT.</p> <p>If dilapidations have been served, Marston's will have instructed our external property surveyors to attend the site to carry out a terminal Schedule of Dilapidations (SOD) at least 6 months before the expiry of the agreement. For long leases we will carry out interim dilapidation inspections every 5 years.</p> <p>Marston's ensure appropriate and reasonable notice is given to the TPT before entering the premises in line with the obligations under the agreement except in the event of an emergency.</p>
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<p>Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22)</p>	<p>6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes.</p>	<p>A SOD will be carried out on all substantive tenancy and lease agreements prior to termination, which will set out all the TPTs breaches of repair liability, together with the remedy for that breach, and will be issued to the TPT by electronic delivery or recorded delivery.</p> <p>The SOD will be carried out at least 6 months before the end of the agreement. The Schedule will be carried out by a property surveyor who will act in accordance with the RICS professional guidance notice, Dilapidations in England and Wales 7th Edition and Marston's dilapidations protocol. In carrying out the SOD, the surveyor will review the repairing obligations under the terms of the current agreement together with any SOC attached to the agreement.</p> <p>Where a dispute occurs, the TPT should confirm details within the SOD and return to the surveyor, where the matter will be reviewed. If an agreement cannot be reached between the Landlord and TPT, Marston's will follow the process set out within the RICS dilapidations protocol.</p> <p>Outstanding dilapidations are agreed prior to the commencement of the new agreement and a final inspection is carried out 3 to 6 months later to sign off dilapidations. Decorating works are rolled over and undertaken during the term of renewal.</p> <p>Where an agreement is longer than 5 years</p>
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		<p>Marston's will carry out a interim dilapidation inspection every 5 years, the TPT will be asked to carry out any dilapidations within an appropriate amount of time, except where the works present a danger to the building and its occupants, these works will be required to be undertaken in a timely manner.</p> <p>Where a TPT serves a valid MRO notice, upon service of the SOD the TPT will be given an appropriate period of time to undertake any works identified except where the works present a danger to the building and its occupants, these works will be required to be undertaken in a timely manner, whether the TPT remains tied or enters into a new MRO agreement.</p>
Short agreements Regulation: 14, 54,	7. Provide a detailed report on your POB's compliance with tied pub tenants general regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	<p>A short agreement property pack is provided to the TPT before entering into a short agreement. This is provided to the TPT via email and includes the information in the relevant paragraphs specified in Regulation 14. Marston's evidence signed receipt of the required information by each TPT on the 'Information and Supply Sheet'.</p> <p>Marston's advise all TPTs to complete pre-entry training before they enter into a new short agreement.</p>
Ending a Tenancy:		
Forfeitures Section 146 notice	8. Provide a detailed report explaining your POB's processes and	Once a breach of covenant has been identified by Marston's, a copy of the

	<p>procedures before, and after, issuing a Section 146 notice.</p>	<p>TPTs current tenancy agreement and details of the breach are passed to external solicitors. Marston's solicitors will then review and confirm if there has been a breach and will advise on the appropriate action to be taken. If it is deemed the best course of action is a Section 146 notice, Marston's solicitors will then serve this notice on behalf of Marston's. If the breach is remedied, the Section 146 notice will be withdrawn.</p>
<p>Rent Proposals Regulations: 15-18</p>	<p>9. Provide a detailed report on your POB's compliance with rent proposals, including the production of a rent proposal, its contents, when the proposal is provided and how any further information and advice is given.</p> <p>Identify any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Marston's action the requests for a rent proposal in accordance with Regulation 15.</p> <p>Where Marston's is proposing a new agreement to an existing TPT or a prospective TPT, a Rent Proposal is provided as part of the Schedule 1 information.</p> <p>Rent Proposals are prepared by Estates Managers who are RICS qualified. Rent Proposals adhere to the requirements set out in Schedule 2. It is prepared in accordance with RICS guidance and is accompanied by written confirmation from a member of the RICS. Following a rent proposal, a meeting will be arranged between the TPT and the Estates Manager to discuss.</p> <p>Timescales are monitored to ensure they are adhered to in accordance with Regulation 17.</p> <p>Any reasonable request from a TPT for additional</p>

		<p>information is provided where possible. Marston's would provide a reasonable explanation as to why any information requested could not be supplied.</p> <p>The TPT is advised to obtain independent professional advice when the rent proposal is provided before agreeing to the proposed rent.</p>
<p>Rent Assessment Proposals Regulations: 19-22</p>	<p>10. Provide a detailed report on your POB's compliance with rent assessment proposals, including the duty to conduct, how it is conducted and the effect of a rent assessment; identifying any and all steps taken to verify compliance and improve Code-related arrangements.</p>	<p>Marston's conducts a rent assessment in connection with a rent review which is required under the terms of the tenancy or where the TPT requests one under Regulation 19(2). If a notice is received from a TPT in this respect, the validity of the notice is checked and acknowledged as soon as possible. Marston's Estate Managers are responsible for managing rent review timescales and process.</p> <p>Where a rent assessment is required, following an inspection of the premises, Marston's will send the TPT 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 6 months before the rent review date. If a TPT has made a valid request for a rent assessment, then this will be provided within 21 days beginning with the day on which the request was made. The rent assessment proposal is prepared in accordance with RICS guidance and is accompanied by a written statement of confirmation from the Marston's Estates</p>

		<p>Manager. Marston's provides its rent assessment proposals in accordance with Regulation 20 and in consideration of Chapter 3 of the Regulatory Compliance Handbook.</p> <p>Any reasonable requests for further information are complied with by the Estates Managers and provided to TPTs 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 TPT. During this visit the Estates Manager will gather information about the layout and location of the pub.</p> <p>The TPT is advised to obtain independent professional advice before they agree the new rent. If a rent review date has passed, or more than 6 months have elapsed since the day on which the rent assessment was provided, 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> <p>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 rent assessment. A new rent is documented on a rent</p>
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		memorandum which is signed by Marston's and the TPT.
MROs:		
MRO – Notice Regulations 23-27	11. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	When a TPT 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 has been served by the TPT that does not meet the requirements of Regulation 23(3) we will engage with the TPT to give them the opportunity to serve a valid MRO notice.
	11.1 Provide a detailed report of your POBs handling of tenants who claim a significant price increase event (Reg 24), including the nature of the circumstances relied upon by the tenant.	Marston's can confirm it is aware of this MRO event and no MRO notices were received under this Regulation during the reporting period.
	11.2 Provide a detailed report of your POBs handling of tenants who claim a trigger event (Reg 25), including the nature of the circumstances relied upon by the tenant.	Marston's can confirm it is aware of this MRO event and no MRO notices were received under this Regulation during the reporting period. If a TPT sends Marston's a relevant analysis which demonstrates a trigger event has occurred, this will be dealt with by the relevant Estates Manager.
	11.3 Provide a detailed report of your POBs handling of tenants who request a MRO option in a renewal of a pub arrangement (Reg 26), including the nature of the circumstances relied upon by the tenant.	Renewal of protection agreements under the Landlord and Tenant Act 1954 are dealt with by the relevant Estates Manager.

	11.4 Provide a detailed report of your POBs handling of tenants who request a MRO following a rent assessment proposal (Reg 27).	Rent assessments are carried out by the Estates Manager.
MRO – Procedure Regulations 28-33	<p>12. Provide a detailed report on your POB's compliance with MRO regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p> <p>Please include a report on handling procedural and event disputes and the issue of a revised response.</p>	<p>When Marston's receives an MRO notice, acknowledgement is sent as soon as reasonably practicable, usually within 2 working days. If the MRO notice is valid then Marston's sends out a full response which includes a proposed MRO tenancy and associated documents. The full response includes a statement of the proposed rent.</p> <p>For each MRO notice, Marston's will complete a compliance record and declaration which is available should the TPT request a copy. A full response is sent within 28 days in accordance with Regulation 29(6) & (7). If a TPTs application for a new tenancy is opposed by Marston's, but the court awards the granting of a new tenancy then Marston's will send a full response within 28 days of the date the court makes an order to grant a new tenancy. Where Marston's deems the MRO notice to be invalid, this will be communicated to the TPT along with the reasons why it is invalid.</p> <p>When provided a full response, Marston's proposes an MRO tenancy which is for a period of at least as long as the remaining term of the existing tenancy and if there is less than 5 years</p>

		<p>remaining on the existing tenancy, the proposed MRO tenancy will be for no less than 5 years.</p> <p>During the reporting period Marston's has not notified a TPT of its intention to refer to the PCA and has not made any referrals to the PCA. Marston's are aware of the deadlines in Regulation 32. During the reporting period no TPTs have notified Marston's of their intent to refer a procedural or event dispute under Regulation 32.</p> <p>Marston's are aware of the provisions in Regulation 32A and welcome the resolution period as an opportunity to have meaningful negotiations with the TPTs.</p> <p>Under Regulation 32B, Marston's will send an updated full response if there have been significant changes to the original MRO offer or if the TPT requests an updated full response.</p> <p>Marston's acknowledges the details and timelines in Regulation 33 and 33A.</p>
	<p>12.1 Provide a detailed report on how your POB handles arrangements during the MRO process (Reg 28).</p>	<p>If a TPT has served a valid MRO notice, then Marston's ensures the rent cannot be increased during the MRO procedure, this includes changes by annual indexation charges. 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 tied from a item that was subject to a tie when the notice was given. Each month the CCO informs the</p>

		Credit Control team which pubs are currently in the MRO procedure. This remains in place until the end of the MRO procedure.
	12.2 Provide a detailed report on how your POB handles required terms and conditions, including terms regarded as unreasonable - in regards to MRO tenancy (Reg 30 & 31).	During the reporting period Marston's can confirm we have not included a landlord-only break clause, service ties other than building insurance or excluded the proposed MRO tenancy from the security of tenure provisions of the Landlord and Tenant Act 1954. Marston's do not include terms which are not common terms in agreements between landlords and pub tenants who are not subject to a product or service tie. The compliance record provides the detail regarding the justification of the proposed terms. Marston's Estates Managers keep up to date with terms granted within the market.
MRO - Independent Assessor Regulations 36-38	13. Provide a detailed report on your POB's compliance with Independent Assessor regulations 36-38; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	<p>During the reporting period there has been one independent assessor (IA) appointment. The IA was appointed jointly with the TPT.</p> <p>When an IA is appointed, Marston's will comply with Regulation 37 regarding the provisions of information it holds and with any subsequent requests for information from the IA. This includes providing the information detailed in Schedule 3 of the Code.</p> <p>Marston's acknowledges the procedure set out in Regulation 38. Marston's has not made a referral to the Adjudicator in</p>

		connection with an IA during the reporting period.
MRO - End of Procedure Regulations 39 and 40	14. Provide a detailed report on your POB's compliance with MRO regulations including the duty to enter into an agreed tenancy or license as soon as reasonably practical ; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	It is confirmed that Marston's understands the key events which end the MRO procedure as set out in Regulation 39. There have been no referrals to the Adjudicator during the reporting period in relation to Regulation 40. Once an MRO procedure has ended Marston's will request feedback from the TPT using the PCAs questionnaire.
Business Development Managers: Regulation 41	15. Provide a detailed report on your POB's compliance with Regulation 41 regarding Business Development Managers, including their training requirements ; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. Tell us about any new ways of working or improvements you have made.	<p>Marston's ensures that any AOMs that have joined the business have one to one induction training sessions with the CCO. The training covers key regulations within the Code and Marston's internal procedures. The AOM will receive a copy of the Pubs Code Regulations 2016 during the meeting before they liaise with TPTs. BDMs are also required to complete an e-learning Pubs Code module as part of their induction.</p> <p>Annual training is provided to all employees defined as BDMs under the Pubs Code through an online platform where completion of the training can be monitored by the CCO. The annual training is updated to reflect any changes to the Pubs Code or guidance which has been issued by the PCA.</p> <p>Additional training is provided at team meetings by both the CCO and Estate Managers throughout the year where updates can be</p>

		<p>issued.</p> <p>To comply with Regulation 41(4) discussion notes are recorded through Marston's Business Development Review (BDR) tool. This creates a record of discussion notes and documents when the meeting was held. The tool generates the record attached to an email which is automatically sent to the TPT. The CCO conducts regular audits to ensure the stipulated timescales are met. The discussion notes and covering email include a standard message about the TPT responding within 7 days if they do not agree with the record of discussion.</p> <p>As part of the property pack provided to the TPTs who are taking on a new agreement, Marston's includes a declaration of our commitment towards continuous professional development and improvement of our AOMs</p>
<p>Code Compliance Officer: Regulation 42</p>	<p>16. Provide a detailed report on your POB's compliance with the duty to appoint a Code Compliance Officer; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p>	<p>Marston's appoints a dedicated CCO to verify compliance with the Pubs Code Regulations. As part of the role the CCO is able to contact AOMs directly to discuss Code matters and is independent of the AOM reporting structure.</p> <p>The CCO has a dedicated email address which is advertised on the Marston's website and in the Marston's complaints procedure to allow TPTs to directly contact the CCO.</p> <p>The CCO maintains training records for the Pubs Code</p>

		training for Marston's employees, the CCO is also responsible for updating any training given and providing Pubs Code updates periodically.
Insurance Regulation 46	17. Provide a detailed report on your POB's compliance with insurance provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Marston's purchases a block building insurance policy against all usual risks for our tied and managed estate, we recharge TPTs based on a pre-agreed charge. Marston's have received no requests to purchase an alternative policy by TPTs during the reporting period. TPTs are advised to obtain their own business insurance and can purchase this from wherever they choose.
	17.1. With specific regard to regulation 46(2)(a); confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and whether this information has been communicated to your tenants.	No levied insurance charge exceeds what Marston's pays as a premium.
	17.2 With specific regard to regulation 46(2)(b); confirm if your POB - or any other group - receives, or expects to receive any commission or rebate and whether this information has been communicated to your tenants.	Marston's does not receive commission in connection with its insurance policies which are recharged to the TPTs.
	17.3 Provide a detailed report on your POB's compliance with regulation 46(3); identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Marston's renews its block policy annually and details are communicated to the TPT. Marston's provided TPTs with details of the policy and any contributions towards a claim the TPT is required to make. If

	Include here, details on how your POB - or any third party selected by the POB - assesses if the tenant's suggested insurance policy is suitable and comparable.	additional information is requested by the TPT then Marston's will provide this information if it is able to do so.
Miscellaneous		
Extended Protections Regulation 45A	18. Please confirm that your Extended Protection reports to the PCA have been accurate and timely in accordance with policy.	I confirm our Extended Protection reports to the PCA have been accurate and timely
Gaming Machines Regulation 47	19. Please confirm that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	I confirm no new or renewed tenancies or licences requires a TPT to rent or purchase a gaming machine
Sale of Freehold/Long Leasehold Regulation 49	20. Provide a detailed report on your POB's compliance with sale of freehold / long leasehold regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Marston's property team are fully aware of the requirements under Regulation 49. Where a pub is sold with extended protection, Marston's informs the PCA.
	20.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.	If Marston's sells a tied pub, it will inform the TPT and provide the details of the sale and the name and address of the buyer as soon as it is able to do so under the terms of the legal agreement surrounding the sale.
Detriment Regulation 50	21. Provide a detailed report on your POB's processes to ensure your tenants do not suffer detriment when exercising their rights under the Code regulations.	Marston's ensures that a TPT is not subject to any detriment on the ground that they exercise or attempts to exercise their rights under these Regulations.

Flow Monitoring Devices Regulation 51	22. Provide a detailed report on your POB's compliance with Flow Monitoring provision regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Following a successful trial, Marston's now have flow monitoring devices in 84 tied pubs. No detriment is suffered by the TPT as a result of the readings taken from the flow monitoring device alone, additional evidence will be collected by out profit protection and stock control team.
Exemptions Regulations 54-56	23. Provide a detailed report on your POB's compliance with part 12 of the Code; identifying any and all steps taken to verify compliance and improve Code-related arrangements. Specifically identify how you comply with:	Marston's complies with Part 12 of the Pubs Code as detailed below.
	23.1 The provisions in regulation 54 - short agreements	In relation to short agreements for less than 12 months, Marston's ensures that communication is sent to TPTs shortly before and shortly after the 12 month point, outlining the additional provisions of the Pubs Code that will apply shortly after that period. When a TPT is entering into a short agreement a property pack is provided beforehand with the information specified in Regulation 14.
	23.2 The provisions in regulation 55 - pub franchise agreements	Marston's ensures TPTs who occupy under a Pub Franchise Agreement are advised where to find more information about the Pubs Code within their Schedule 1 information property pack. Marston's classify their Retail and Pub Operating Agreement as a Pub Franchise agreement for the purposes of the Code. Marston's approach for dealing with these

		agreements is the same as a tenancy agreement.
	23.3 The provisions in regulation 56 - Investment exception	Marston's has not had any investment exceptions within the reporting period.
Void or unenforceable terms of a tenancy or licence Regulation 57	24. Please confirm that your agreements do not contain void or unenforceable terms within the tenancy or licence under Regulation 57.	I confirm our agreements do not contain void or unenforceable terms

Section C – Breaches and Complaints

Compliance Area	Details	POB Response
<p>Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations.</p> <p>For the avoidance of doubt, this includes any occasion where the nature of a complaint by a tied tenant concerns a right under the Pubs Code, regardless of whether the Pubs Code itself, or individual regulation, is cited.</p>		
Pub Entry Training Regulation 9	Total number of breaches, or alleged breaches.	0
	• Of which, those upheld.	0
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Sustainable Business Plan Regulation 10	Total number of breaches, or alleged breaches.	0
	• Of which, those upheld.	0
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
The Required Information Regulation 11	Total number of breaches, or alleged breaches.	0
	• Of which, those upheld.	0
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Assignments Regulation 12	Total number of breaches, or alleged breaches.	0

	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Premises Regulation 13	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Short Agreements Regulation 14	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Rent Proposal – Duty to Provide Regulation 15	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Rent Proposal – Contents Regulation 16	Total number of breaches, or alleged breaches.	0

	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Rent Proposal – When it must be provided	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Rent Proposal – Further Information and Advice	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Rent Assessment – Duty to Conduct Regulation 19	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Rent Assessment Proposal Regulation 20	Total number of breaches, or alleged breaches.	0

	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Conduct of the Rent Assessment Regulation 21	Total number of breaches, or alleged breaches.	0
	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Effect of the Rent Assessment Regulation 22	Total number of breaches, or alleged breaches.	0
	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO Notice – Significant Increase Regulation 24	Total number of breaches, or alleged breaches.	0
	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO Notice – Trigger Event	Total number of breaches, or alleged breaches.	0

Regulation 25	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO Notice – Renewal Regulation 26	Total number of breaches, or alleged breaches.	0
	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO Notice – Rent Assessment Regulation 27	Total number of breaches, or alleged breaches.	0
	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO Procedure – Arrangements Regulation 28	Total number of breaches, or alleged breaches.	0
	<ul style="list-style-type: none"> • Of which, those upheld. 	0
	<ul style="list-style-type: none"> • Of which, those not upheld. 	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Effect of Tenant's Notice	Total number of breaches, or alleged breaches.	0

Regulation 29	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Required Terms and Conditions Regulation 30	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Unreasonable Terms and Conditions	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Procedural dispute Regulation 32	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Event Dispute Regulation 32	Total number of breaches, or alleged breaches.	0

	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Right to Refer Regulation 35	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Appointment of Independent Assessor	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Independent Assessor: Procedure Regulation 37	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Referral to Adjudicator in connection	Total number of breaches, or alleged breaches.	0

with the Independent Assessor Regulation 38	• Of which, those upheld.	0
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – End of Procedure Regulation 39	Total number of breaches, or alleged breaches.	0
	• Of which, those upheld.	0
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
MRO – Disputes about rent etc payable during MRO procedure Regulation 40	Total number of breaches, or alleged breaches.	0
	• Of which, those upheld.	0
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Business Development Managers Regulation 41	Total number of breaches, or alleged breaches.	1
	• Of which, those upheld.	1
	• Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Following an IT issue it was determined that 147 meeting notes were not sent within 14 days. Upon discovery of the issue, the IT issue was rectified and the CCO sent copies of

		the notes to any tenants affected.
Code Compliance Officer – Duty to Appoint	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Extended Protection Regulation 45A	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Insurance Regulation 46	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Gaming Machines Regulation 47	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0

	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Blank template for P&L Regulation 48	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Sale of Freehold or Long Leasehold Regulation 49	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Tied Pub Tenant not to suffer detriment Regulation 50	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Flowing Monitoring Devices Regulation 51	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0

	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Exemptions – Short Agreements Regulation 54	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Exemptions – Franchise Agreements Regulation 55	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Exemptions – Investment Exception Regulation 56	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0
	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Void or Unenforceable Terms Regulation 57	Total number of breaches, or alleged breaches.	0
	● Of which, those upheld.	0
	● Of which, those not upheld.	0

	Steps taken in relation to each breach, or alleged breach, and the outcome(s).	
Other Pubs Code complaints made by tenants	Number and nature of Pubs Code complaint(s) made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint.	None
Arbitrations Those breaches - or alleged breaches - that were referred to arbitrations and which have concluded during this reporting year.	Please state the regulation(s) they relate to and whether the arbitrator found that a breach had occurred.	n/a