

Annual Compliance Report 2023-24

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.

Notes on Submission and Publication

As per Regulation 43(2) of the Pubs Code, pub-owning businesses should submit their full compliance report to the Office of the Pubs Code Adjudicator no later than 31st July 2024.

In line with statutory publication requirements in Regulations 43(8) and (9) of the Pubs Code, pub-owning businesses should publish the compliance report on their company website.

References throughout to 'Regulations' are to the Pubs Code etc Regulations 2016.

References throughout to 'SBEEA' are to the Small Business, Enterprise and Employment Act 2015.

Pub-owning businesses are reminded that compliance remains the duty of the POB at all times and that they should therefore be transparent in their dealings and where inconsistencies arise explain in full. Silence on the part of the PCA in response to submission of the Compliance Report should not be understood to be an endorsement of the POB's approach to compliance.

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

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.

Submitted by

Code Compliance Officer for (POB)

Audit Committee Statement on 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 in the 2024 Marston's Annual Report, as required by Regulation 43(8).

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.

Claire Coley

Marston's PLC

Question	POB Response	Additional Response Space
Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2023).	941	
• Of which, those that are tenanted.	224	
• Of which, those that are leased.	117	
Total acquisitions - during this reporting period - that fall under the Pubs Code.	0	
Additional tied pubs that were already owned - for this reporting period.	50	
Total disposals during this reporting period of those premises that fell under the Pubs Code	29	
• Of which, were to another POB.	0	
• Of which, were sold to a person who is not a landlord of 500 or more tied pubs.	26	
• Of which, there was a publican in situ. i.e. those disposals subject to extended protection.	1	
• Of which, were permanently closed or disposed for other use.	3	
Premises that are no longer tied but still owned by your POB - for this reporting period.	2	
• Of which, are now part of your POB's managed estate.	0	
Total number of Pubs Code Agreements that ended during this reporting period.	198	
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 2024).	960	
• Of which:		
• Agreements contracted into the Landlord and Tenant Act 1954.	119	
• Agreements not contracted into the Landlord and Tenant Act 1954.	615	
• Short agreements under regulation 14.	193	
• Tenancies at will (or other agreements for less than 12 months) where tenant has acquired full Code rights	33	
Number of qualifying Investments under regulation 56.	0	
Total number of agreements at the end of the reporting period with provisions for sharing turnover.	547	
• Of which, those that fall under regulation 55.	400	
• Of which, those that fall outside the Pubs Code.	0	
Number of legal surrenders. <i>Only include those surrenders where the publican left the property.</i>	104	
• Of which, the tenant was in place for:		
• Less than 1 year.	13	
• Between 1-2 years.	49	
• Between 3-5 years.	26	

• 6 years or more.	16	
Number of forfeitures.	1	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	1	
• 6 years or more.	0	
Number of assignments.	5	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 6 years or more.	5	
Number of abandonments.	16	
• Of which, the tenant was in place for:		
• Less than 1 year.	8	
• Between 1-2 years.	4	
• Between 3-5 years.	3	
• 6 years or more.	1	
Please list your contractual arrangements	<p>Open House/Base Lease: 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. Sits inside of Pubs Code.</p> <p>Legacy Leases: All contracted into the 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 Act. Various lengths. Mixture of fully and partial repaing liability. Mostly fully tied. Sits inside of Pubs Code.</p> <p>Pathway Tenancy Agreements: Some contracted into the 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 Tenancy Agreements: All contracted out of the 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 Act. 5 years length. Fully tied. Fixed turnover share agreement. Sits inside of Pubs Code</p>	<p>Retail/Pub Franchise Agreements: All contracted out of the 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>Pub Operating Agreement: All contracted out of the 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>Free of Tie/MRO Leases: All contracted into the Act. Varying lengths. Five yearly rent reviews. Free of Tie. Rent payable. Fully repairing and insuring. Sits outside of Pubs Code</p>

Renewals, including Landlord and Tenant Act (LTA) 1954

Total number of regulated tenancies, as of 31 March 2024, whose contractual terms entitle them to renew at the end of the term.	0	
• Of which, those who exercised their contractual right to renew during this reporting period.	0	
• Of which, the POB opposed.	0	
Total number of regulated tenancies, as of 31 March 2024, with LTA 1954 protection.	119	
Total number of LTA 1954 S.25 notices issued.	25	

• Of which, those served at any time after receipt of an MRO notice.	0	
• Of which, those served within an MRO procedure.	0	
• Of which, those opposing a new tenancy.	0	
• Of which, those proposing a variation of the terms.	25	
Number of LTA 1954 S.26 notices received.	0	
• Of which, those you opposed.	0	
• Of which, those you opposed at any time after receipt of an MRO notice.	0	
• 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. <i>Do not include tenancies where the tenant has, or has had, a previous agreement (other than a short agreement) for that pub.</i>	137	
• Of these, how many are short agreements under regulation 14.	117	
• Of these, how many have LTA 1954 rights.	0	
Number of new unprotected tied tenancies with tenants previously having 1954 Act protected tenancies	3	

Rent proposals		
Number of rent proposals provided in this reporting period.	25	
• Of which, those under regulation 15(2-5).	25	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.	11	
Number of rent assessment proposals requested under regulation 19(2)(a) - 5 years, of which those:	0	
• Provided	0	
• Rejected	0	

Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0	
• Provided	0	
• Rejected	0	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0	
• Provided	0	
• Rejected	0	

Market Rent Only (MRO)		
Total number of MRO Notices received, of which those:	4	
• Accepted	4	
• 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:	3	
• Accepted	3	
• 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:	1	
• Accepted	0	
• Rejected	0	
Number of full responses issued to rejected MRO Notices.	0	
Number of full responses issued to accepted MRO Notices.	5	
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.	1	
• Other new tied arrangements (rent or other terms).	4	
• Tied tenant departure from the pub.	0	
• Other outcomes.	0	

• Ongoing – yet to be concluded.	2	
Length of MRO tenancies initially offered by POB		
Minimum length (in months)	60	
Maximum length (in months)	120	
Average length (in months)	84	
Length of MRO tenancies requested by tenants		
Minimum length (in months)	Marston's do not hold a record of this	
Maximum length (in months)	Marston's do not hold a record of this	
Average length (in months)	Marston's do not hold a record of this	
Length of MRO tenancies agreed		
Minimum length (in months)	84	
Maximum length (in months)	84	
Average length (in months)	84	

Independent Assessors (IAs)		
Number of IA appointments.	0	
• Of which, those jointly agreed with the tenant.	0	
• Of which, those appointed by the PCA.	0	
Number of cases where rent was determined by the IA.	0	
• Please list for each case - the proposed MRO rent and the MRO rent set by the IA.	0	
Number of IA determinations challenged under:		
• Regulation 37(10)	0	
• Regulation 37(11).	0	

Buildings Insurance		
Number of tenants requesting to price match their building insurance during this reporting period.	0	
• Number of unsuccessful price match requests.	0	
• Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).	0	
• 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.	n/a	

Gaming machines		
Number of new Pubs Code tied agreements, including renewal, in which:		
• 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.	352	
• The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier.	0	

● The tenant has sourced a free-of-tie machine agreement with a third-party supplier.	Marston's do not hold a record of this	
● 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).	1	
On how many occasions has your POB relied upon the exemption in regulation 49(3)?	0	

Compliance Area	Details	POB Response	Additional Response Space
Entering into an Agreement:			
Pub Entry Training Regulation: 9	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>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 tenant 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.</p> <p>Marston's also provides other essential training to our TPTs which includes Cellar Management, Award for Personal Licence Holders, and specific training on our systems, ie tills.</p> <p>Where a prospective tenant meets one of the pre-entry training conditions, the Area Operations Manager (AOM) seeks approval from the Code Compliance Officer (CCO) to waive the need to attend the training. Where a training waiver is approved, Marston's requires the TPT to sign a training exemption letter.</p> <p>Where a prospective tenant will be taking a tenacy 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 on a new tied agreement. Confirmation of completed training by the training team or a signed training exemption letter is required before completion of the new tied agreement.</p> <p>During the reporting period our induction programme was accredited by the skills and education group in conjunction with the Bii.</p>
Sustainable Business Plan Regulation: 10	2. Provide a detailed report on the process your POB follows when considering whether a tenant's business plan is sustainable.	<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 1 information to ensure the TPT has had the opportunity to review the required information. Once complete, the business plan is reviewed by the AOM, Operations Manager and Estate Manager, where needed, to verify the business plan as sustainable. The review will include a detailed financial review of projected net income, profit margin and 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 tenant, 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>	
Schedule 1 Regulation: 11	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>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>We evidence signed receipt of the required information by each TPT on 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 the 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 what documentation will be required.</p> <p>During the reporting period an introductory document was added to the property pack which sets out contact details for the CCO, what information is contained within the property pack, an overview of the Pubs Code and next steps the TPT needs to take including obtaining independent advice and preparing the business plan.</p> <p>The CCO reguarly reviews and updates the information provided in the property pack to ensure Marston's remains compliant with Schedule 1 obligations.</p>	
Assignments Regulation: 12	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>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 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.</p>	
	4.1 It complies with the provisions in regulation 12(4)(a)	<p>Before agreeing to the assignment Marston's requests that the Schedule 1 information and any other relevant information is sent to the assignee. The assignment process is the same as when a tenant is entering into a new agreement.</p>	
	4.2 It complies with the provisions in regulation 12(4)(b)	<p>The proposed assignee is required to attend Marston's induction training unless they qualify for a 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 waiver will be documented in a letter which the proposed assignee will required to sign.</p>	
	4.3 It complies with the provisions in regulations12(4)(c)	<p>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	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>All TPTs are advised to conduct a thorough insepction of the premises and to obtain the advice of a qualified surveyor before they enter into the 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. This 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 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 dilapidations 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>	
Dilapidations Regulations: 12, 13 and Schedule 1 (para. 15, 22)	6. Provide a detailed report of your POB's approach to assessing dilapidations and resolving disputes.	<p>A SOD will be carried out on all substantive tenancy and lease agreements prior to termination, which will set out all of the tenant's breaches of repair liability, together with the remedy for that breach, and will be issued to the tenant 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 tenant should confirm the 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 Tenant, 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 Marston's will carry out interim dilapidations inspection every 5 years, the Tenant will be asked to carry out any dilapidations within an appropriate period 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 tenant serves a valid MRO notice, upon service of the SOD the tenant 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 they remained tied or entered into a new MRO agreement.</p>
Short agreements Regulation: 14	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 via email. 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 tenant on the 'Information and Supply Sheet'.</p> <p>Marston's advise all TPTs to complete Pre-entry Awareness training before they enter into a tied tenancy.</p>	

Ending a Tenancy:

Forfeitures	8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice.	<p>Once a breach of covenant has been identified by Marston's, a copy of a tenant's current tenancy agreement and details of the breach are passed to external solicitors. Our 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, our solicitors will then serve this notice on behalf of Marston's. If the breach is remedied, the Section 146 notice will be withdrawn.</p>	
Rent Proposals Regulations: 15-18	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. Identify any and all steps taken to verify compliance and improve Code-related arrangements.	<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 Estate Managers who are RICS qualified and if not qualified the rent proposal will be checked and signed off by a RICS qualified Chartered Surveyor. Rent proposals adhere to the requirements set out in Schedule 2. It is prepared in accordance with RICS guidance and is accompanied by a written confirmation from a member of the RICS. Following a rent proposal, a meeting will be arranged between the TPT and the Estate 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 the TPT for additional 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>	

Rent Assessment Proposals Regulations: 19-22	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>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 Marston's Estate Managers. 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 Estate Managers and provided to tenants 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 Estate 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 Estate 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 memorandum which is signed by the TPT.</p>
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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.	<p>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.</p>	
	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 Estate 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.	Renewals of protected agreements under the Landlord and Tenant Act 1954 are dealt with by the relevant Estate 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 Estate Manager.	
MRO - Procedure Regulations 28-33	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. Please include a report on handling procedural and event disputes and the issue of a revised response.	<p>When Marston's receives an MRO notice an 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 TPT's application for a new tenacy is opposed by Marston's, but the court awards the granting of a new tenancy then Marston's will send a full repsonse 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 tenant along with the reasons why it is invalid.</p> <p>When providing a full repsonse, 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 and if there is less than 5 years 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 our 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 repsonse.</p> <p>Marston's acknowledges the detail and timelines on Regulation 33 and 33A.</p>
	12.1 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).	If a TPT has served a valid MRO notice, then Marston's ensures the rent cannot increase 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 tie from an item that was subject to a tie when notice was given. Each month the CCO informs the 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 buildings 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 proposed terms. Marston's Estate 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.	During the reporting period Marston's can confirm there have be no independent assessor appointments. If there were any independent assessor appointments, these would be appointed jointly with the TPT. When an independent assessor 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 independent assessor. This includes providing the information detailed in Schedule 3 of the Code. Marston's acknowledges the procedure set out in Regulation 38. Marston's has not made a referral to the Adjudicator in connection with an independent assessor 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; 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 BDM regulations; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.	Marston's ensures that any BDMs that have joined the business have one on one induction training sessions with the CCO. The training covers key Regulations within the Code and Marston's internal procedures. The BDM will receive a copy of the Pubs Code Regulations during the meeting before they liaise with TPTs. BDMs are also required to complete an e-learning Pubs Code module. 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. Additional training is provided at team meetings by both the CCO and Estate Managers throughout the year where updates can be issued. To comply with Regulation 41(4) discussion notes are recorded through Marston's Business Development Review (BDR) tool. This creates a record of the discussion notes and when the meeting was held. The tool generates the record into an email for the BDM to send 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.	As part of the property pack provided to TPTs who are taking on a new agreement, Marston's includes a declaration of our commitment toward continuous professional delvelopment and improvement of our BDMs.
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Code Compliance Officer: Regulation 42	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.	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 BDMs directly to discuss Code matters and is independent of the BDM reporting structure. The CCO has a dedicated email address which is advertised on Marston's website and in Marston's complaints procedure to allow TPTs to directly contact the CCO. The CCO maintains training records for the Pubs Code training for Marston's employees, the CCO is also responsible for updating any training given and providing Pubs Code updates periodically.	
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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 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, if so, that 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, if so, that 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. 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.	Marston's renews its block policy annually and details are communicated to the TPT. Marston's provide TPTs with details of our policy and any contributions towards a claim the TPT is required to make. If 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. Provide a detailed report on your POB's compliance with the requirement to notify the Adjudicator of circumstances giving rise to extended protection.	Where Marston's sells a pub that gives rise to entended protection, Marston's will inform the PCA of the details specified in Regulation 45A as soon as it is legally able to do so. Marston's will also inform the TPT that they will have extended protection once the pub is sold, the TPT will also recieve a copy of the extended protection factsheet produced by the PCA.	
Gaming Machines Regulation 47	19. Provide confirmation that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	Marston's does not require a TPT to purchase or rent gaming machines when it grants a new tenancy or renews an existing tenancy. Marston's provides TPTs with a choice to have gaming machines supplied by a Marston's nominated supplier. Where machines are supplied by a Marston's nominated supplier the net income is shared as per the terms of the agreement.	
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.	During the reporting period Marston's has begun to trial flow monitoring devices in a number of sites. No detriment is suffered by the TPT as a result of readings taken from the flow monitoring device alone, additional evidence will be collected by our 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 the 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 types of agreements is the same a tenancy agreements.	
	23.3 The provisions in regulation 56 - Investment exception	Marston's has not had any investment exceptions withing the reporting period.	
Void or unenforceable terms of a tenancy or licence Regulation 57	24. Provide a detailed report on your compliance with regulation relating to void or unenforceable terms; identifying any and all steps taken to verify compliance and improve Code-related arrangements.	Marston's can confirm that our standard tied agreements do not contain any void or unenforceable terms. Historic unenforceable terms are not enforced, such as upward only rent increases.	

Compliance Area	Details	POB Response	Additional Response Space	
Breaches - Please specify the number of breaches, or alleged breaches, relating to following regulations. 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.				
Part 2	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).	n/a	
	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).	n/a	
	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).	n/a	
	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).	n/a	
	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).	n/a	
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).	n/a		
Part 3	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).	n/a	
	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).	n/a	
	Rent Proposal - When it must be provided Regulation 17	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).	n/a	
Rent Proposal - Further Information and Advice Regulation 18	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).	n/a		
	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).	n/a	
	Rent Assessment Proposal Regulation 20	Total number of breaches, or alleged breaches.	0	
		● Of which, those upheld.	0	
		● Of which, those not upheld.	0	

Part 4		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	n/a	
	Conduct of the Rent Assessment Regulation 21	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).	n/a	
	Effect of the Rent Assessment Regulation 22	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).	n/a	
Part 5	MRO Notice - Significant Increase Regulation 24	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).	n/a	
	MRO Notice - Trigger Event Regulation 25	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).	n/a	
	MRO Notice - Renewal Regulation 26	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).	n/a	
	MRO Notice - Rent Assessment Regulation 27	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).	n/a	
Part 6	MRO Procedure - Arrangements Regulation 28	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).	n/a	
	MRO - Effect of Tenant's Notice Regulation 29	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).	n/a	
	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).	n/a	
	MRO - Unreasonable Terms and Conditions Regulation 31	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).	n/a	
	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).	n/a	
	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).	n/a	
	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).	n/a	
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Part 7	MRO - Appointment of Independent Assessor Regulation 36	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).	n/a	
	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).	n/a	
	MRO - Referral to Adjudicator in connection with the Independent Assessor Regulation 38	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).	n/a	
Part 8	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).	n/a	
	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).	n/a	
Part 9	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).	A small number of pubs received discussion notes 26 days after the meetings took place due to an BDM being on sick leave. Covering BDMs picked up any action points with affected tenants and no detriment was suffered by these tenants. The BDM sent the discussion notes upon their return to work.	
	Code Compliance Officer - Duty to appoint Regulation 42	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).	n/a	
Part 10	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).	n/a	
	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).	n/a	
	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).	n/a	
	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).	n/a	
	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).	n/a	

	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).	n/a	
	Flow 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).	n/a	
Part 12	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).	n/a	
	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).	n/a	
	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).	n/a	
Part 13	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).	n/a	
Other	Other complaints made by tenants	Number and narrative of complaints 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.	Marston's do not hold a central record of other complaints.	
	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.	Regulation 41(1)(c) - failure to ensure BDM upheld fair and lawful dealing - the arbitrator found 1 breach and there was another alleged breach of this Regulation which was outside the jurisdiction of the arbitrator. Schedule 2 (8) - failure to support figures in a rent assessment with clear detailed justification and supporting evidence - arbitrator found breach Schedule 2 (9) - failure to give accurate or reasonable information in the rent assessment - no breach found	