

Annual Compliance Report 2022-23

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 2023.

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

We confirm that:

The Chair of the Audit Committee approved the report on 28th July 2023 having been provided with and reviewed the internal audit reports of 19th July 2023 and been led through the annual Compliance Report by the Code Compliance Officer.

A summary of the annual Compliance Report will be included in the company annual report with the full report published on the company website on or before 30th September 2023.

During the reporting period, and indeed since the Pubs Code came into force, we have always strived to uphold the core Code principles set out in the SBEEA 2015 and deal with our tied tenants in a fair and lawful manner. Our own company values underpin our approach to business and our relationships with our tied licensees. Our acquisitions over the last few years demonstrates our continued commitment to the tied pub model and to our tied tenants. A further measure of Admiral's compliance with the core Code principles is demonstrated by the Licensee Index conducted annually by KAM Media and the recently released results of the 2023 PCA Tied Tenant Survey. Since the introduction of the Pubs Code Admiral has been consistently recognised and commended by the PCA for the approach to tied tenant relationships and business practices. Since 2016, Admiral have received just 3 referrals to the PCA (all of which related to MRO matters and were resolved amicably). We believe that our approach to building and maintaining successful, positive relationships with tied tenants is important and upholding the core Code principles allows Admiral to achieve the same.

Andrew Clifford

Admiral Taverns

Question	POB Response	Additional Response Space
Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2022).	1196	
• Of which, those that are tenanted or leased.	1196	
Total number of acquisitions - during this reporting period - that fall under the Pubs Code.	0	
Total number of premises - previously under tied tenancies, leases and/or licences - that are no longer tied but still owned by your POB.	72	
• Of which, are now part of your POB's managed estate.	6	
Total disposals during this reporting period of those premises that fell under the Pubs Code	57	
• 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.	30	
• Of which, were permanently closed or disposed for other use.	27	
Total number of Pubs Code Agreements that ended during this reporting period.	646	
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 2023).	1083	
• Of which, how many are:		
• Agreements contracted into the Landlord and Tenant Act 1954.	177	
• Agreements not contracted into the Landlord and Tenant Act 1954.	594	
■ Short agreements under regulation 14.	312	
■ Of those, short agreements entitling occupation by a tenant for a total period of 12 months or more.	90	
Number of qualifying Investments under regulation 56.	2	
Total number of agreements at the end of the reporting period with provisions for sharing turnover.	151	
• Of which, those that fall under regulation 55.	0	
• Of which, those that fall outside the Pubs Code.	151	
Number of legal surrenders.	7	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	2	
• Between 3-5 years.	2	
• 6 years or more.	3	
Number of forfeitures.	2	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	

• Between 1-2 years.	2	
• Between 3-5 years.	0	
• 6 years or more.	0	
Number of assignments.	3	
• 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.	3	
Number of abandonments.	2	
• Of which, the tenant was in place for:		
• Less than 1 year.	0	
• Between 1-2 years.	1	
• Between 3-5 years.	1	
• 6 years or more.	0	
Please list your contractual arrangements	There are a large number of different agreements in place given the acquisitions made from other companies. However, the main agreements currently offered are Admiral Tenancy at Will, Admiral 5 Year Tenancy, Admiral Lease	

Renewals, including Landlord and Tenant Act (LTA) 1954		
Total number of regulated tenants as of 31 March 2023 whose contracts contain terms entitling them to renew at the end of the term.	1	
Number of regulated tenants who exercised their contractual right to renew during this reporting period.	0	
• Of which, the POB consented.	0	
• Of which, the POB opposed.	0	
Number of renewals under the LTA 1954 during this reporting period.	4	
Number of LTA 1954 S.25 notices issued.	1	
• 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.	1	
• Of which, those proposing a variation of the terms.	0	
Number of LTA 1954 S.26 notices opposed.	0	
Number of LTA 1954 S.26 notices unopposed.	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 tenants / legal entities that fall under the Code. i.e. not tenants / legal entities that have had - or currently have - other agreements with your POB.	372	
Number of new tied-tenancy agreements .	541	
• Of which, those that are protected tenancies with renewal rights under the LTA 1954.	5	
Number of tied-tenancies that were previously under the LTA 1954, but no longer fall within this Act.	33	

Rent proposals		
Number of rent proposals provided in this reporting period.	135	
• Of which, those under regulation 15(2-5).	0	
• Of which, those under regulation 15(6).	0	
• Of which, those under regulation 15(7).	135	

Rent assessment proposals		
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.	21	
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:	5	
• Accepted	5	
• 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:	1	
• Accepted	1	
• 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 to rejected MRO Notices issued.	0	
Number of full responses to accepted MRO Notices issued.	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.	1	
• New tied arrangements that are:		
• Agreed by new lease.	0	
• Other new tied arrangements (rent or other terms).	0	
• Tied tenant departure from the pub.	0	
• Other outcomes.	0	
• Ongoing – yet to be concluded.	3	
Length of MRO tenancies initially offered by POB		
Minimum length (in months)	120	
Maximum length (in months)	240	
Average length (in months)	199	
Length of MRO tenancies requested by tenants		
Minimum length (in months)	120	
Maximum length (in months)	240	
Average length (in months)	182	
Length of MRO tenancies agreed		
Minimum length (in months)	156	
Maximum length (in months)	156	
Average length (in months)	156	
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	
• Please list for each case - the proposed MRO rent and the MRO rent set by the IA.	Proposed - £46,000. IA Award - £32,700	
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.	We do not receive any commission or rebates from the insurance policies and this fact is communicated to our tied tenants in writing when the insurance policy is renewed.	

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.	0	
• The tenant has entered into a side agreement to purchase or rent a gaming machine from your POB or a nominated supplier.	518	
• The tenant has sourced a free-of-tie machine agreement with a third-party supplier.	23	
• The tenant has chosen not to have gaming machines.	0	

P&L		
Number of requests received for blank template during the reporting period (regulation 48).	0	

Sale of freehold or long leasehold		
Number of notifications under regulation 49(2).	54	
On how many occasions has your POB relied upon the exemption in regulation 49(3)?	0	

Section B – Code compliance

This section is about your processes in respect of compliance with the Code.

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.	We advise all tied tenants in writing to complete pubs entry training irrespective of their experience before they enter into a tied tenancy. This advice is featured in our standard documentation issued to tied tenants before they enter into a tied tenancy. However, for tied tenants with little to no experience of running a tied pub our recruitment process includes a mandatory requirement to complete pubs entry training and provide evidence of the same before entering into a tied tenancy. The delivery, content and effectiveness of pubs entry training is currently under review and subject to ongoing discussions between the OPCA and Code Compliance Officers. We also keep our tied tenant training programme under review and continually strive to improve the content and effectiveness of it. Since our acquisition of Hawthorn in August 2021 we have utilised a training package called 'Seven Steps To Success', which is delivered by an external training provider experienced in the licensed trade. The package consists of a three day course covering marketing, business building and developing knowledge of the pub industry. Tied tenant feedback is gathered routinely and used to assess the effectiveness of the training offer and ensure that the content is meeting the needs of licensees. Compliance in this area is audited and verified by a member of our Financial Planning & Analysis (FP&A) team via an audit of our Pubs Code processes and systems.	
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. Include how you arrive at your opinion that the forecast of income and net profit is reasonable and realistic.	Before entering into a New Agreement with a tied tenant we ensure that they have produced a sustainable business plan that fully meets the requirements of the Pubs Code and that it has been prepared following the consideration of independent business and legal advice. We also insist that tied tenants seek their own independent business advice, and request proof of the same. Once received, the sustainable business plan is then reviewed to ensure that it is fully compliant with regulation 10 of the Pubs Code. Where there is a significant variance between the sustainable business plan and FMT P&L issued as part of the Rent Proposal, the differences are discussed between the BDM and tied tenant to understand and ensure the validity of the financial projections. This is recorded separately through an exception report and the resulting discussions are fully minuted. Following the acquisition of Hawthorn in August 2021, we ensured that their processes and systems were updated to fully comply with this regulation and following the integration of Hawthorn into the Admiral business in July 2022 all processes and systems are consistent. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
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.	We record and can evidence the signed receipt of the required information by each licensee who has entered into a New Agreement. This includes a copy of our Code of Practice, a copy of the Pubs Code, a schedule of condition, property information and a pricelist, all of which is issued by our Ops Support team as part of our letting process. Prior to Admiral's acquisition of Hawthorn in August 2021, we provided the Schedule 1 information in hard copy format, which allowed our BDM to personally explain the content of the information being provided to the licensee and gauge their understanding of it. Following the integration of Hawthorn Leisure into the Admiral business we moved to providing the Schedule 1 information electronically, but require our BDMs to then meet with the licensee to discuss and explain the contents in person. Where required, the Schedule 1 information can still be provided to a licensee in hard copy form. This approach to providing the required information was introduced to Hawthorn in August 2021 to ensure that the information requirements of Schedule 1 were consistent across both businesses. The delivery, content and effectiveness of the required information is currently under review and subject to ongoing discussions between the OPCA and Code Compliance Officers. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
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. Specifically identify how - when the tenant requests an assignment - your POB satisfies itself that:	We provide all information required under regulation 12 and require signed acknowledgement of receipt from the licensee and the proposed assignee before formally consenting to an assignment. The information is issued by our Ops Support team following receipt of a request from a licensee to assign their lease, and includes details of fees payable, a Schedule of Dilapidations and the Schedule 1 information. During the reporting period, there have only been 3 completed lease assignments and generally there are very few lease assignments within our estate. This therefore allows for individual management of the assignment process to ensure that when a lease assignment does take place, the process is handled consistently and in a timely manner. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
	4.1 It complies with the provisions in regulation 12(4)(a)	As detailed above, we require a signed acknowledgement from the proposed assignee confirming that they have been given the information required by regulation 12 (2) (b) (iii). Until that signed acknowledgement has been received and we are satisfied that the required information has been provided to the proposed assignee, we will not allow the assignment to progress further.	
	4.2 It complies with the provisions in regulation 12(4)(b)	As part of the information provided pursuant to regulation 12 (2) (b) (iii), we require the licensee to advise the proposed assignee to complete pubs entry training. Confirmation that the proposed assignee has been advised to do so is included as part of the signed acknowledgement referred to above.	
	4.3 It complies with the provisions in regulations 12(4)(c)	As part of the information provided pursuant to regulation 12 (2) (b) (iii), we require the licensee to advise the proposed assignee to seek independent advice. Confirmation that the proposed assignee has been advised to do so is included as part of the signed acknowledgement referred to above.	
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.	All tied tenants are advised to inspect the premises and seek the advice of a qualified surveyor before they enter into a tied tenancy. Where works are carried out to the property the schedule of condition provided in accordance with Schedule 1 is updated post-completion by providing a revised schedule of condition. If dilapidations have been formally served then, on each occasion, we ensure that we have attended the site to carry out a Schedule of Dilapidations at least 6 months before the expiry of the agreement. In practice for fully repairing and insuring ('FRI') leases, we write to the tied tenant 14 months before the expiry of their agreement to remind them of their repairing obligations and commence the dilapidations process as set out in our Code of Practice. On an FRI lease renewal, we will work with the tied tenant to agree a sensible and achievable dilapidations programme of works which, depending on the urgency and scale of the works, we will agree an achievable timeline for completion with the tied tenant. We are progressing a programme of informal & supportive inspections for all FRI leases where the tied tenant is responsible for all repairs to ensure that the tied tenant is aware of the majority of the potential issues that could be identified under a Schedule of Dilapidations. Where access is required to a property, reasonable notice is given to the tied tenant except in the event of an emergency in accordance with regulation 13 (9) and the occupational agreement in place at that time. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
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.	When assessing dilapidations, we arrange for a schedule of dilapidations to be prepared by an independent firm of chartered surveyors with experience in the public house market. Once received, the BDM will meet to discuss the contents with the tied tenant on an informal basis and work with the tied tenant to agree a sensible and achievable dilapidations programme of works which, depending on the urgency and scale of the works, we will agree an achievable timeline for completion. Where we are unable to agree then we will consider formally serving the dilapidations schedule upon the tied tenant. However, we firmly believe that our collaborative, informal approach yields the best results and ensures that the positive relationship between the parties is maintained, resulting in very few disputes. This approach has since been introduced to Hawthorn following Admiral's acquisition in August 2021 and is now applied consistently across our estate following the integration of Hawthorn into the Admiral business.	
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.	We record and can evidence that all required information under regulation 14 is provided to the prospective tied tenant in advance of them entering into their agreement, and we advise all tied tenants in writing to complete pubs entry training irrespective of their experience before they enter into a tied tenancy. This information and advice is issued by our Ops Support team as part of our standard documentation when letting a pub on a Short Agreement. However, for tied tenants with little to no experience of running a tied pub our recruitment process includes a mandatory requirement to complete pubs entry training and provide evidence of the same before entering into a tied tenancy. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
Ending a Tenancy:			
Forfeitures	8. Provide a detailed report explaining your POB's processes and procedures before, and after, issuing a Section 146 notice.	We have not issued any Section 146 notices during the reporting period. Notwithstanding, we consider the forfeiture of agreements to be a last resort and our approach in this area is to seek to agree an amicable solution with a tied tenant without the need for divisive notices or proceedings. In the event of a breach, we will seek to engage with the tied tenant to discuss the matter and, depending upon the seriousness of the breach and the outcome of those discussions, decide whether more formal enforcement action is required. This will involve discussions between our field team, legal department and where necessary, external lawyers. In the event that a Section 146 notice is issued we will give the tied tenant a reasonable period of time to remedy the breach.	

Rent Proposals Regulations: 15-18	<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>During the reporting period we have not received any requests for a Rent Proposal under regulations 15 (2) – (6). Where a Rent Proposal has been provided under regulation 15 (7) we have ensured that it has been issued before the tied tenant considers the advice set out in regulation 10 (2) (a). For each rent proposal we provide a compliant version of the Schedule 2 information along with the information required by Schedule 1. This ensures that the tied tenant has all of the required information readily available to assist them in making an informed decision, and this can be evidenced on each occasion. All rent proposals include confirmation that the proposal has been prepared in accordance with RICS guidance and are certified by our Estates Managers, themselves members of RICS. Where requested, we will readily engage with a tied tenant to provide further information in connection with a rent proposal. However, due to the extent of information required to be provided under the Pubs Code we receive very few requests in this area. In addition, all of our BDMs are involved in the preparation of the rent proposal and are on hand to address any informal queries raised by tied tenants as and when they arise. All tied tenants are advised in writing when the rent proposal is provided to obtain their own independent professional advice before agreeing to the proposed rent. Again, this approach to issuing Rent Proposals was introduced to Hawthorn in August 2021 following completion of the acquisition and is applied consistently across the business following the integration of Hawthorn into the Admiral business. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.</p>	
Rent Assessment Proposals Regulations: 19-22	<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>During the reporting period, all Rent Assessment Proposals pursuant to regulation 19 (1) (a) have been issued no less than 6 months before the relevant contractual rent review date. All information under Schedule 2 is provided in the form of a profit and loss statement together with supporting ancillary documents. This includes information required following the PCA Sediment and Wastage Consultation and we have adopted all recommendations issued under the 'Pubs Code Adjudicator Guidance – Beer Waste and Duty', as well as providing the percentage of dutiable volume over the previous three years, number and length of beer lines and the pints of beer lost per line based on a weekly line clean. Information required under Schedule 1 is also provided pursuant to regulation 11 of Schedule 2, ensuring that the tied tenant has all of the required information readily available to assist them in making an informed decision. We record and can evidence the signed receipt of Schedule 1 and Schedule 2 information by each tied tenant who has received it. All rent proposals include confirmation that the proposal has been prepared in accordance with RICS guidance and are certified by our Estates Managers, themselves members of RICS. Where reasonably requested by a tied tenant, we will provide further information that is relevant for the negotiation of the proposed rent. However, due to the extent of information required to be provided under the Pubs Code we receive very few requests in this area. We ensure that a person involved in the preparation of the Rent Assessment Proposal visits the tied pub in accordance with regulation 21 (4) with the date of that visit recorded for compliance purposes. All Rent Assessment Proposals issued include a recommendation for the tied tenant to take their own independent professional advice before agreeing a proposed rent. Where there is a resulting credit due to the tied tenant or where there is a debt due to the landlord following the conclusion of a rent assessment, the arrangements for repayment are discussed with the tied tenant and agreed in writing. The approach to compliance is consistent across both Admiral and Hawthorn businesses. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.</p>	

MROs:

MRO - Notice Regulations: 23-27	<p>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>	<p>All MRO notices are dealt with by our internal legal department and Code Compliance Officer, with input provided by our field team (consisting of the relevant BDM, Regional Operations Director, Estates Manager and Property Manager) where required. During the reporting period we have received 5 notices, with all notices accepted. In all cases, an acknowledgement and Full Response has been issued within 28 days of receipt of the notice. In the event that a deficient MRO notice is received, we will immediately engage with the tied tenant to ensure that their notice is perfected and their position is protected. During the MRO process, we ensure that the relationship with the tied tenant remains 'business as normal' and do not subject the tied tenant to any detriment as a result of them exercising their MRO rights. This involves their BDM continuing to support and assist the tied tenant and maintaining the relationship between the parties whilst the MRO process is ongoing. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.</p>	
	<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.</p>	<p>During the reporting period we did not receive an MRO notice served pursuant to Regulation 24. However, we can confirm that if we were to receive such a notice our handling of the request would remain consistent and in accordance with the requirements of the Pubs Code and PCA guidance.</p>	
	<p>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.</p>	<p>During the reporting period we did not receive an MRO notice served pursuant to Regulation 25. However, we can confirm that if we were to receive such a notice our handling of the request would remain consistent and in accordance with the requirements of the Pubs Code and PCA guidance.</p>	
	<p>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.</p>	<p>During the reporting period we received one MRO notice served in accordance with regulation 26. The notice followed the service of a section 25 notice which then enabled the licensee to serve an MRO notice. We can confirm that the notice was handled and responded to in accordance with the requirements of the Pubs Code as set out above, although the tied tenant in that case has decided not to enter into an MRO lease.</p>	
	<p>11.4 Provide a detailed report of your POBs handling of tenants who request a MRO following a rent assessment proposal (Reg 27).</p>	<p>During the reporting period we received 4 notices served in accordance with regulation 27. We can confirm that all notices were handled and responded to in accordance with the requirements of the Pubs Code as set out above.</p>	
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>We confirm that processes are in place to ensure that where an MRO notice is served the rent currently payable can not be increased. Changes to the rent can only take place with Regional Operations Director approval and other rent changes such as index-linked reviews are controlled so they cannot be inadvertently implemented where an MRO notice has been served. In the unlikely event that a detrimental rent change did take place during the period where regulation 28 may apply, then the licensee would be credited with the appropriate compensatory benefit. As set out above, during the reporting period we have received 5 notices. In all cases, an acknowledgement and Full Response has been issued within 28 days of receipt of the notice, with the relevant statutory deadlines communicated to the tied tenant within the Full Response.</p>	
	<p>12.1 Provide a detailed report on how your POB handles arrangements during the MRO process (Reg 28).</p>	<p>See response above.</p>	
	<p>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).</p>	<p>We can confirm that during the reporting period 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 & Tenant Act 1954 in a proposed MRO tenancy. Furthermore, we do not believe that our proposed MRO tenancy includes terms that are not common in the free of tie market. We check the free of tie/MRO leased market periodically and compare terms available on the market with our own standard terms of MRO lease and reflect as necessary within our own offer. This includes an annual independent review by an established firm of valuers experienced in the free of tie public house letting market. In 2021 we reviewed our standard MRO lease with a firm of lawyers who are experienced in the Pubs Code and MRO disputes and we have made minor adjustments which are now included in our proposed MRO offers. We also take into account all PCA guidance and published arbitration awards insofar as they relate to MRO terms. We believe that the approach taken in this area to ensure compliance is further evidenced by the lack of changes made to our MRO offer in all cases, even where the tied tenant is represented by a professional advisor.</p>	
MRO - Independent Assessor Regulations 36-38	<p>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>	<p>During the reporting period we have had one MRO rent determined by an independent assessor. In that instance, the appointment was jointly agreed with the tied pub tenant and all requisite timescales were met, as well as ensuring that the information set out in Schedule 3 was provided to the independent assessor. The determination was accepted and there was therefore no subsequent referral to the PCA.</p>	
MRO - End of Procedure Regulations 39 and 40	<p>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.</p>	<p>As this regulation relates to the end of the MRO procedure and is explanatory in nature, there are no obligations imposed on us to comply with. We can confirm that there have been no disputes referred to the PCA in accordance with regulation 40 during the reporting period. Where the MRO process formally ends, we will write to the tied tenant advising them of the same.</p>	

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.	We confirm, and can evidence, that all BDMs have received a copy of the Pubs Code and have received training before dealing with tied tenants on Pubs Code matters. A further copy of the Pubs Code is provided annually as part of annual refresher training. All training for BDMs is delivered internally by our Legal Manager (a direct report of the Code Compliance Officer) and our Code Compliance Officer. During these sessions, all BDMs are given the opportunity to raise any queries on the Pubs Code and also share their recent experiences. Any BDM new to the company must receive internal training of the Pubs Code before they are allowed to deal with any pub related matters, even if they have received training from another regulated pub-owning business within the previous 12 months. Training on the requirements of Schedule 2 is provided internally by an Estates Manager who is a RICS accredited chartered surveyor. Moreover, we confirm that all employees defined as BDMs under the Pubs Code have received annual refresher training during the reporting period along with appropriate periodic updates of current issues and role specific training to assist in their ongoing professional development. Our Code of Practice sets out our commitment towards the continuous professional development and improvement of our BDMs and how we fulfil that commitment. Records of all professional qualifications and courses undertaken are recorded on each employee's personnel file. In order to comply with the requirements of regulation 41 (4), we have developed a Meeting Agenda application which creates a record of both the note of the meeting and the time of the email sending it to the licensee. It also highlights the seven day response period for any challenge to the content. Our standard process is that this is provided simultaneously, but in any event no later than 14 days of when the discussions took place. If a challenge to a meeting note is received within the requisite time period, the challenge is referred back to the BDM, with the Regional Operations Director and the Code Compliance Officer is also made aware. Commonly, the challenge is a clarification or a requirement for more detail to be provided in the notes and in these cases, the meeting note will be amended and re-sent to the licensee. As reported in our compliance report covering the period 1st April 2021 to 31st March 2022, an issue was identified where a small number of meeting minutes had been provided to tied tenants beyond the 14 day statutory deadline. In total, our investigation concluded that six tied tenants were affected by this issue and the matter was self-referred to the PCA, albeit we do not believe that the tied tenants affected suffered any detriment. An internal audit review is conducted annually to ensure compliance in this area.	
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.	We can confirm that Andrew Clifford is Admiral's Code Compliance Officer, and has been appointed in this capacity since October 2019. We can confirm that he is independent of Admiral's BDMs and as a director of Admiral he has the necessary resources and authority within the business to act in this capacity.	
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.	We purchase a block buildings insurance policy against all usual risks for our entire estate and we recharge tied tenants based upon pre-agreed charges. We do not provide packaged insurance products but instead recommend that licensees obtain their own insurance (other than buildings) and facilitate contact with an intermediary experienced in the pub sector. In line with Regulation 46, during the reporting period we notified tied tenants in advance of the insurance renewal and offered them the opportunity to find suitable alternative cover which, if provided to us, we will price match at any point throughout the year covered by the policy. We believe that the insurance recharged to tied tenants is a competitive and reasonable amount and during the reporting period, whilst there were some enquiries made by tied tenants in this area there were no formal challenges.	
	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.	Our insurance policy does not state the premium by site and as we contribute to the cost of repairs following insured property damage and given the delayed nature of claims, it is not possible to identify if the recharge to each tied tenant in any given year is higher than the cost that will be incurred by Admiral for that site. This fact is communicated to tied tenants in writing when the insurance policy is renewed.	
	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.	We do not make any commission or rebate from the insurance policies that we offer, and this fact is communicated to our tied tenants in writing when the insurance policy is renewed.	
	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.	When notifying tied tenants of an upcoming insurance renewal, we provide a summary of the cover being provided which we believe provides them with sufficient detail to obtain alternative quotes. Upon the receipt of an alternative policy, it will be passed to an RICS qualified Estates Manager to assess whether or not the alternative policy is suitable and comparable to the policy provided by us. This will include an assessment of whether the sums insured, level of cover and exclusions are comparable between the two policies. If the alternative policy is not deemed to be comparable, we will notify the tied tenant in writing. Where the alternative policy is suitable and comparable, we will agree in writing a reduction in the premium charged by Admiral to the tied tenant.	
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 applicable we have as soon as reasonably practicable after the sale written to tied tenants with the benefit of extended protections under the Pubs Code following the sale and provided the PCAs contact details as part of that notification. In addition, details of properties that are sold subject to extended protection are reported to the PCA on a quarterly basis. Since 1st April 2022, when amendments to the Pubs Code became effective in this area, we have provided completed returns to the PCA notifying them of applicable sales.	
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.	Our standard tenancy agreements do not contain a requirement for a tied tenant to rent or purchase gaming machines. When entering into a New Agreement or renewing an agreement, we offer tied tenants the choice to be tied or free of tie for gaming machines. Where a tied tenant wishes to be tied for gaming machines, we will enter into a separate consent agreement that documents the arrangement. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
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.	When we place a pub on the market for sale we will inform the tied tenant as soon as reasonably practicable in writing. All pub sales are handled by our Disposals Manager and this therefore ensures a consistent approach in this area. When a pub is added to the market, our Disposals Manager will instruct our Ops Support team to prepare the necessary notification to the tied tenant. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
	20.1 Provide detailed report on the steps your POB takes - including timings - to inform the tenant of plans to sell the premises.	We have fully met the requirements of Regulation 49 in that we have notified all relevant tied tenants of the intention to dispose of the property. This involves written notification being issued to the tied tenant to inform them of the pub being added to the market as well as a discussion with their BDM who will also advise them of the proposed sale, with this discussion being documented in minutes of the meeting. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
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.	We firmly believe that we have complied with the requirements of regulation 50 during the current reporting period. In claims for MRO, we ensure that we maintain the business relationship between the existing BDM and the licensee in all cases whilst MRO negotiations take place. To ensure the tied tenant is satisfied that the BDM has met the required expectations, they will be contacted by a head office representative after the MRO lease offer to discuss this. The Pubs Code training and annual refresher training delivered to all BDMs confirms that the existing business relationship should be maintained in a 'business as usual' manner which existed before the tied tenant exercised Code rights.	
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.	We confirm that during the reporting period a charge for breach of purchasing obligations has not been applied based upon flow monitoring evidence alone, with a form of suitable secondary evidence required before applying any such charge. This process is overseen by our Ops Support team in conjunction with our external monitoring agents. Compliance in this area is audited and verified by a member of our FP&A team via an audit of our Pubs Code processes and systems.	
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:	Please see responses below.	

	23.1 The provisions in regulation 54 - short agreements	When entering into a Short Agreement, we ensure that the tied tenant receives the information set out in Regulation 14 as set out in our earlier response above. Our systems have been developed to automatically flag in advance when the grant of a Short Agreement does not qualify for the exemption set out in Regulation 54. In that instance, the grant of the new agreement will be dealt with in accordance with the Pubs Code, including the provision of Schedule 1 and 2 information to allow a sustainable business plan to be produced by the tied tenant. In terms of our approach, we can confirm that we do not differentiate between a tied tenant on a Short Agreement with minimal Pubs Code protection and a tied tenant with the benefit of full Pubs Code protection. This allows us to apply a fair and consistent approach to our relationships with tied tenants across our estate irrespective of their agreement length.	
	23.2 The provisions in regulation 55 - pub franchise agreements	As we do not have any agreements within our estate that fully meet the definition of a pub franchise agreement, this regulation does not apply.	
	23.3 The provisions in regulation 56 - Investment exception	We have not entered into any Investment Agreements during the reporting period. Notwithstanding, when entering into an Investment Agreement we ensure that the agreement fully meets the requirements of Regulation 56 and that the tied tenant is provided with all necessary information and advice before entering into it.	
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.	We can confirm that our standard tied tenancy agreements do not contain any void or enforceable terms. Where older tied agreements have been inherited as a result of acquisitions, any historic void or unenforceable terms such as landlord-only rent review clauses or upward-only rent review clauses are not enforced.	

Section C – Breaches and complaints

This section relates to breaches of the Code, and/or your processes which result in a breach of the Code.

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).	0	
	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).	0	
	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).	0	
	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).	0	
	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).	0		
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).	0		
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).	0	
	Rent Proposal - Contents Regulation 16	Total number of breaches, or alleged breaches.	1	
		• Of which, those upheld.	0	
		• Of which, those not upheld.	1	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).		During the reporting period we received a complaint from a tied tenant regarding the achievability of the fair maintainable forecast (FMT). We engaged with the tied tenant by meeting them on a number of occasions together with a review of the FMT by an RICS member unconnected with the initial proposal. That review found that the initial rent proposal was carried out in accordance with the Pubs Code and the tied tenant later referred their complaint to Admiral's CCO for review. After a thorough investigation, Admiral did not uphold the complaint and the tied tenant remains in situ.
	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).	0	
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).	0		
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).	0		
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).	0	
	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).	0	
	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).	0	
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).	0	
	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).	0	
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).	0	
	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).	0	
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).	0	
	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).	0	
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).	0	
	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).	0	
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).	0	
	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).	0	
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).	0	
	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).	0	

Part 7	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).	0	
	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).		0		
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).	0	
	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).		0		
Part 9	Business Development Managers Regulation 41	Total number of breaches, or alleged breaches.	21	
		• Of which, those upheld.	21	
		• Of which, those not upheld.	0	
		Steps taken in relation to each breach, or alleged breach, and the outcome(s).	Having audited around 11,000 meeting notes issued during the audit period, it was identified that 21 of those meeting notes had not been provided to the respective tied tenants within the 14 day period set out in regulation 41 (4) (b). This issue has therefore been self-referred to the PCA and is currently ongoing. However, over the last year, we have been improving our processes and systems to ensure that this breach is not repeated.	
	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).		0		
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).	0	
	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).	0	
	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).	0	
	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).	0	
	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).	0	
	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).	0	
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).	0		

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).	0	
	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).	0	
	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).		0		
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).	0	
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.	We have received a few other complaints from tied pub tenants about their tenancy during the reporting period. These related to matters including the timeliness and quality of repairs, the performance of the tied pub or the decision to sell the public house. None of these matters were escalated to the CCO as alleged breaches of the Pubs Code. Following review, in all of these cases, we are satisfied with the actions and response of our regional field teams and the wider business.	