

Annual Compliance Report 2024-25

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

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

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

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

Audit Committee Statement on Compliance; please provide your responses in the blue cells below

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 2025 PCA Tied Tenant Survey. Following 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 4 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 of fair and lawful dealing allows Admiral to achieve the same.

We confirm that:
The Chair of the Audit Committee approved the report on 5th August 2025 having been provided with and reviewed the internal audit reports of 8th July 2025 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 2025.
Tom Ward
Chair of the Admiral Taverns Audit Committee
5th August 2025
Scott Saunders, Code Compliance Officer

Question	POB Response (most cells will only accept numeric responses)	Additional Response Space
<b>Total number of Pubs Code Agreements at the beginning of this reporting period (1 April 2024).</b>	1020	
• Of which, those that are tenanted.	930	
• Of which, those that are leased.	90	
• Of which, those located in Wales.	91	
<i>Please indicate whether you have different agreement types or policies in place for pubs in Wales and if so, explain any differences. .</i>	We can confirm that we do not have different agreement types or policies for pubs in Wales.	
<b>Total acquisitions - during this reporting period - that fall under the Pubs Code. This will include acquired and new build pubs.</b>	52	
<b>Additional tied pubs already owned for this reporting period. This means previously closed pubs reopened, transfers from other parts of the estate (Mgd, FOT etc).</b>	5	
<b>Total disposals during this reporting period of those premises that fell under the Pubs Code. This means pubs sold as pubs, disposed of for other use or permanently closed</b>	29	
• Of which, were to another POB.	0	
• Of which, were sold to a person who is <b>not</b> a landlord of 500 or more tied pubs.	17	
• Of which, there was a publican in situ. i.e. those disposals subject to extended protection.	5	
• Of which, were permanently closed or disposed for other use.	12	
<b>Premises that are no longer tied but still owned by your POB - for this reporting period. This means, temporarily closed pubs (no agreement in place), transfers to other parts of the estate (MGd, FOT etc).</b>	71	
• Of which, are now part of your POB's managed estate.	22	
<b>Total number of Pubs Code Agreements that ended during this reporting period.</b>	555	
Number of free of tie tenancies agreed with existing tied tenants outside of the Pubs Code procedures.	1	
<b>Total number of Pubs Code Agreements at the end of this reporting period (31 March 2025).</b>	977	
• Of which:	n/a	
• Agreements contracted into the Landlord and Tenant Act 1954.	132	
• Agreements <b>not</b> contracted into the Landlord and Tenant Act 1954.	598	
• Short agreements under regulation 14.	157	
• Tenancies at will (or other agreements for less than 12 months) where tenant has acquired full Code rights	90	
Number of qualifying Investments under regulation 56.	6	
<b>Total number of agreements at the end of the reporting period with provisions for sharing turnover or profit.</b>	214	
• Of which, those that fall <b>outside</b> the Pubs Code.	214	
• Of which, those that fall under regulation 55 (pub franchise agreements) .	0	
<b>Number of legal surrenders.</b>	11	
<i>Only include those surrenders where the publican left the property.</i>		
• Of which, the tenant was in place for:	n/a	
• Less than 1 year.	1	
• Between 1-2 years.	4	
• Between 3-5 years.	3	
• 6 years or more.	3	
<b>Number of forfeitures.</b>	1	
• Of which, the tenant was in place for:	n/a	
• Less than 1 year.	0	
• Between 1-2 years.	0	

• Between 3-5 years.	0	
• 6 years or more.	1	
<b>Number of assignments.</b>	1	
• Of which, the tenant was in place for:	n/a	
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 6 years or more.	1	
<b>Number of abandonments.</b>	0	
• Of which, the tenant was in place for:	n/a	
• Less than 1 year.	0	
• Between 1-2 years.	0	
• Between 3-5 years.	0	
• 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	

<b>Renewals, including Landlord and Tenant Act (LTA) 1954</b>		
Total number of regulated tenancies, as of 31 March 2025, whose <b>contractual</b> terms entitle the tenant to renew at the end of the term. i.e. as described in Regulation 26(3). This is different to the right to renew under the LTA 1954.	0	
How many tenants had the contractual right to renew (an MRO event under 26(3)) during the reporting period. This is different to a right to renew under LTA 1954.	0	
• 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.	132	
Total number of LTA 1954 <b>S.25</b> notices issued in this reporting period.	0	
• 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.	0	
Number of LTA 1954 <b>S.26</b> notices received in this reporting period	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 <b>court proceedings</b> 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	
<b>New tenants and agreements</b>		
Number of new <b>tenancies</b> that fall under the Code in this reporting period.	414	
<i>Do not include tenancies where the tenant has, or has had, a previous agreement (other than a short agreement) for that pub.</i>		

• Of which, are short agreements under regulation 14.	252	
• Of which, have LTA 1954 rights.	0	
Number of new <b>unprotected</b> tied tenancies with tenants previously having 1954 Act protected tenancies.	0	
<b>Rent proposals</b>		
Number of rent proposals provided in this reporting period.	231	
• Of which, those under regulation 15(2-5).	0	
• Of which, those under regulation 15(6).	0	
• Of which, those under regulation 15(7).	231	
<b>Rent assessment proposals (RAP)</b>		
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.	19	
Number of rent assessment requests under regulation 19(2)(a) - 5 years, of which those:	0	
• RAP Provided	0	
• RAP Rejected	0	
Number of rent assessment requests under regulation 19(2)(b) - significant increase in price, of which those:	0	
• RAP Provided	0	
• RAP Rejected	0	
Number of rent assessment requests under regulation 19(2)(c) - trigger event, of which those:	0	
• RAP Provided	0	
• RAP Rejected	0	
<b>Market Rent Only (MRO)</b>		
Total number of MRO Notices received, of which those:	0	
• Accepted	0	
• 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:	0	
• Accepted	0	
• 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:	0	
• Accepted	0	
• Rejected	0	
Number of full responses issued to <b>rejected</b> MRO Notices.	0	
Number of full responses issued to <b>accepted</b> MRO Notices.	0	
Where an MRO Notice has been accepted; those that resulted in:	0	
• Free-of-tie arrangements that are:	0	
• New agreement - including short term agreements.	0	
• Deed of variation.	0	

<ul style="list-style-type: none"> <li>• New tied arrangements that are:</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Agreed by new lease.</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Other new tied arrangements (rent or other terms).</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Tied tenant departure from the pub.</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Other outcomes.</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Ongoing – yet to be concluded.</li> </ul>	1	
<b>Length of MRO tenancies initially offered by POB</b>	n/a	
Minimum length (in months)	0	
Maximum length (in months)	0	
Average length (in months)	0	
<b>Length of MRO tenancies requested by tenants</b>	n/a	
Minimum length (in months)	0	
Maximum length (in months)	0	
Average length (in months)	0	
<b>Length of MRO tenancies agreed</b>	n/a	
Minimum length (in months)	0	
Maximum length (in months)	0	
Average length (in months)	0	
<b>Independent Assessors (IAs)</b>		
Number of IA appointments.	0	
<ul style="list-style-type: none"> <li>• Of which, those jointly agreed with the tenant.</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Of which, those appointed by the PCA.</li> </ul>	0	
Number of cases where rent was determined by the IA.	0	
<ul style="list-style-type: none"> <li>• Please list for each case - the MRO rent proposed by the POB and the MRO rent set by the IA.</li> </ul>	0	
Number of IA determinations challenged under:	0	
<ul style="list-style-type: none"> <li>• Regulation 37(10)</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Regulation 37(11).</li> </ul>	0	
<b>Buildings Insurance</b>		
Number of tenants requesting to price match their building insurance during this reporting period by providing notification of a tenant's alternative policy (under regulation 46(3c))	0	
<ul style="list-style-type: none"> <li>• Number of unsuccessful price match requests.</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Number of occasions when you have agreed in writing that any difference is not payable by the tenant under regulation 46(5).</li> </ul>	0	
<ul style="list-style-type: none"> <li>• Number of occasions when you have purchased the tenant's alternative policy.</li> </ul>	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.	

<b>Section B – Code compliance</b>	<b>This section is about your processes in respect of compliance with the Code.</b>
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Compliance Area	Details	POB Response
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Entering into an Agreement:

<b>Pub Entry Training</b> Regulation: 9	<b>1.</b> 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. We also keep our tied tenant training programme under review and continually strive to improve the content and effectiveness of it. We utilise 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 including 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. We have also recently launched a free online training program called Bitesize Training, which consists of modules covering business development, licensing and property matters as well as information regarding Pubs Code rights. The training is delivered in-house by BDMs and other senior employees of Admiral, with Pubs Code information provided by our CCO. 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.
<b>Sustainable Business Plan</b> Regulation: 10	<b>2.</b> 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, an exception report is produced and 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 the exception report and the resulting discussions are fully minuted. 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.
<b>Schedule 1</b> Regulation: 11	<b>3.</b> 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. Schedule 1 information is provided electronically via mail and through our online licensee portal, but we require our BDMs to then meet with the licensee to discuss and explain the contents of the Schedule 1 information in person. Where required, the Schedule 1 information can still be provided to a licensee in hard copy form. The delivery, content and effectiveness of the required information is continually 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.
<b>Assignments</b> Regulation: 12	<b>4.</b> 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 has only been 1 completed lease assignment 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 regulations12(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.
<b>Premises</b> Regulation: 13	<b>5.</b> 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 then 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 an annual 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.
<b>Dilapidations</b> Regulations: 12, 13 and Schedule 1 (para. 15, 22)	<b>6.</b> 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 schedule is then reviewed internally by the Property Manager and BDM ahead of it being served formally on the tied tenant. Once served the BDM will meet shortly thereafter to discuss the contents with the tied tenant 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. We firmly believe that our collaborative and supportive approach yields the best results and ensures that the positive relationship between the parties is maintained, resulting in very few disputes in this area.
<b>Short agreements</b> Regulation: 14, 54,	<b>7.</b> 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:

<b>Forfeitures</b> Section 146 notice	<b>8.</b> 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.
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<b>Rent Proposals</b> Regulations: 15-18	<p><b>9.</b> 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, and our internal processes require that tied tenants seek their own independent legal and business advice as a minimum. Compliance in this area is audited and verified by a member of our FP&amp;A team via an audit of our Pubs Code processes and systems.</p>
<b>Rent Assessment Proposals</b> Regulations: 19-22	<p><b>10.</b> 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. Compliance in this area is audited and verified by a member of our FP&amp;A team via an audit of our Pubs Code processes and systems.</p>

**MROs:**

<b>MRO - Notice</b> Regulations: 23-27	<p><b>11.</b> 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 no MRO notices. Notwithstanding, an acknowledgement and Full Response will be issued within 28 days of receipt of a 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&amp;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 received 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 did not receive an MRO notice served pursuant to Regulation 26. 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>11.4 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 did not receive an MRO notice served pursuant to Regulation 26. 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>
<b>MRO - Procedure</b> Regulations 28-33	<p><b>12.</b> 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.</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 &amp; 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 &amp; 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. We periodically review our standard MRO lease with a firm of lawyers who are experienced in the Pubs Code and MRO disputes and following prior reviews 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, taking advice regarding market trends and published arbitration awards where necessary. 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 has been represented by a professional advisor.</p>
<b>MRO - Independent Assessor</b> Regulations 36-38	<p><b>13.</b> 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 did not have any MRO rents determined by an independent assessor.</p>
<b>MRO - End of Procedure</b> Regulations 39 and 40	<p><b>14.</b> Provide a detailed report on your POB's compliance with MRO regulations including the duty to enter into an agreed tenancy or license as soon as reasonably practical; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed.</p>	<p>When an offer of an MRO agreement is made, we require the BDM to meet promptly with the tied tenant to discuss the offer, and aim to hold that meeting within 2 weeks of the offer being made. Once all terms have been agreed and a tied tenant confirms that they wish to progress with an MRO agreement we arrange for the MRO agreement to be issued to the tied tenant for execution promptly. 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>



<b>Business Development Managers:</b> Regulation 41	<b>15.</b> Provide a detailed report on your POB's compliance with Regulation 41 regarding Business Development Managers, including their training requirements; identifying any and all steps taken to verify compliance and improve Code-related arrangements, including statutory code deadline(s) and the processes followed. Tell us about any new ways of working or improvements you have made.	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 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 an 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 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 set out in Section C of this report, a breach was identified where one meeting minute had been provided to a tied tenant 2 days beyond the 14 day statutory deadline, and the matter was self-referred to the PCA in October 2024, albeit we do not believe that the tied tenant affected suffered any detriment as a result of the breach. The PCA concluded that the appropriate action had been taken in relation to the breach. A new meeting note application was launched to the business in late 2024 to further aid compliance in this area, and an internal audit review is conducted annually to ensure and improve compliance in this area.
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<b>Code Compliance Officer:</b> Regulation 42	<b>16.</b> 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.	Scott Saunders, Admiral's Legal Manager, was appointed Code Compliance Officer with effect from 1st January 2024 and has remained in that role during the reporting period. We can confirm that he is independent of Admiral's BDMs and that he has the necessary resources and authority within the business to act in this capacity.
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<b>Insurance:</b> Regulation 46	<b>17.</b> 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. In the event of an enquiry made by a tied tenant, we will engage with them promptly and assist them where we are able.
	17.1. With specific regard to regulation 46(2)(a); confirm if any levied insurance charge exceeds what your POB pays in insurance premiums and whether this information has been communicated to your tenants.	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 whether 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.

<b>Miscellaneous</b>		
<b>Extended Protections</b> Regulation 45A	<b>18.</b> Please confirm that your Extended Protection reports to the PCA have been accurate and timely in accordance with policy.	I confirm our Extended Protection reports to the PCA have been accurate and timely
<b>Gaming Machines</b> Regulation 47	<b>19.</b> Please confirm that no new - or renewed - tenancies or licences require a tied pub tenant to rent or purchase a gaming machine.	I confirm no new or renewed tenancies or licences requires a TPT to rent or purchase a gaming machine
<b>Sale of Freehold / Long Leasehold</b> Regulation 49	<b>20.</b> 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.
<b>Detriment</b> Regulation 50	<b>21.</b> 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.
<b>Flow Monitoring Devices</b> Regulation 51	<b>22.</b> 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.



<b>Exemptions</b> Regulations 54-56	<b>23.</b> 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:	0
	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	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.
<b>Void or unenforceable terms of a tenancy or licence</b> Regulation 57	<b>24.</b> Please confirm that your agreements do not contain void or unenforceable terms within the tenancy or licence under Regulation 57.	I confirm our agreements do not contain void or unenforceable terms

**Section C – Breaches and complaints****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
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**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	<b>Pub Entry Training</b> 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	
	<b>Sustainable Business Plan</b> 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	
	<b>The Required Information</b> 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	
	<b>Assignments</b> 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	
	<b>Premises</b> 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	
	<b>Short Agreements</b> 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	<b>Rent Proposal - Duty to Provide</b> 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	
	<b>Rent Proposal - Contents</b> 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).	0	
	<b>Rent Proposal - When it must be provided</b> 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	
	<b>Rent Proposal - Further Information and Advice</b> 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	
	<b>Rent Assessment - Duty to Conduct</b> 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	
	<b>Rent Assessment Proposal</b> Regulation 20	Total number of breaches, or alleged breaches.	0	

Part 4		• 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	
	<b>Conduct of the Rent Assessment</b> 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	
	<b>Effect of the Rent Assessment</b> 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	
Part 5	<b>MRO Notice - Significant Increase</b> 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	
	<b>MRO Notice - Trigger Event</b> 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	
	<b>MRO Notice - Renewal</b> 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	
	<b>MRO Notice - Rent Assessment</b> 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	
Part 6	<b>MRO Procedure - Arrangements</b> 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	
	<b>MRO - Effect of Tenant's Notice</b> 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	
	<b>MRO - Required Terms and Conditions</b> 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	
	<b>MRO - Unreasonable Terms and Conditions</b> 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	
	<b>MRO - Procedural dispute</b> 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	
	<b>MRO - Event Dispute</b> 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	

	<b>MRO - Right to Refer</b> 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	
<b>Part 7</b>	<b>MRO - Appointment of Independent Assessor</b> 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	
	<b>MRO - Independent Assessor: Procedure</b> 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	
	<b>MRO - Referral to Adjudicator in connection with the Independent Assessor</b> 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	
<b>Part 8</b>	<b>MRO - End of Procedure</b> 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	
	<b>MRO - Disputes about rent etc payable during MRO procedure</b> 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	
<b>Part 9</b>	<b>Business Development Managers</b> 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).	During the reporting period, it was identified that 1 meeting note had been provided to a tied tenant 2 days beyond the 14 day period set out in regulation 41 (4) (b), and this matter was therefore self-referred to the PCA. The PCA is satisfied that we have taken the appropriate action in relation to the breach.	
	<b>Code Compliance Officer - Duty to appoint</b> 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	
<b>Part 10</b>	<b>Extended Protection</b> 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	
	<b>Insurance</b> 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	
	<b>Gaming Machines</b> 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	
	<b>Blank template for P&amp;L</b> 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	

	<b>Sale of Freehold or Long Leasehold</b> 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	
	<b>Tied Pub Tenant Not to Suffer Detriment</b> 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	
	<b>Flow Monitoring Devices</b> 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	
<b>Part 12</b>	<b>Exemptions - Short Agreements</b> 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	
	<b>Exemptions - Franchise Agreements</b> 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	
	<b>Exemptions - Investment Exception</b> 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	
<b>Part 13</b>	<b>Void or Unenforceable Terms</b> 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	
<b>Other</b>	<b>Other Pubs Code complaints made by tenants</b>	Number and nature of Pubs Code complaint(s) made by tied pub tenants about their tenancy during the reporting period not specifically reported on elsewhere; including the type/subject of complaint and outcome of the complaint.	We have received few complaints from tied pub tenants about their tenancy during the reporting period. These related to matters including property repair, the exit process from a pub, an historic account balance and beer deliveries. None of these matters were escalated to the CCO as alleged breaches of the Pubs Code and were handled in line with our standard complaints process. Following review, in all of these cases, we are satisfied with the actions and response of our regional field teams and the wider business where necessary.	
	<b>Arbitrations</b> 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.	We have not had any breaches referred for arbitration that have been concluded during the reporting period.	