

**IN THE MATTER OF  
THE PUBS CODE ARBITRATION BETWEEN: -**

**Ref:ARB/000322/ANDERSONE5**

**MR EDWARD ANDERSON**

**(Tied Pub Tenant)**

**Claimant**

**-and-**

**MARSTONS PLC**

**(Pub-owning Business)**

**Respondent**

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**Interpretation of award dated 9 July 2019**

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1. The Respondent by way of letter dated 2 August 2019, copied to the Claimant, has requested an interpretation of the award issued in this arbitration on 9 July 2019 under Article 37 of the CIArb Arbitration Rules. I write in response to this request to provide such interpretation. This document shall form part of the award dated 9 July 2019. The seat of this arbitration is Birmingham, England. The applicable law is that of England and Wales.
2. I understand that the Respondent seeks interpretation of points which they say are unclear in the text of the award.

**Paragraph 107 and the operative provision at paragraph 112(a)**

3. In issuing the award I had regard to all relevant information, including the email sent by the Claimant dated 10 June 2019 (timed 15.26).
4. The Respondent states that they consider it unclear from the award whether it was intended that in the circumstances where they had agreed terms and a rental figure with the Claimant in relation a MRO option for The Swan, but had not yet entered into that MRO tenancy, the Respondent be required to provide a Code compliant RAP.
5. Paragraphs 107 and 112(a) of the award are clear. However for the avoidance of doubt, by way of interpretation, the award provides that the Respondent should provide to the Claimant a Code compliant RAP within 21 days of the date of the award, unless the parties have actually entered into a MRO tenancy by that date, regardless of whether they had reached agreement but not yet

entered into the MRO tenancy. In passing I note that neither of the parties requested that I issue an award terminating the proceedings at any point nor request that I not make my determination.

6. Regulation 39(2) of the Pubs Code provides that where a TPT communicates to a POB in writing an intention to accept a MRO tenancy, the TPT and POB must "as soon as reasonably practicable", enter into the tenancy. However, until the MRO tenancy is completed, the Claimant and Respondent are not parties to that contract, the MRO procedure is still ongoing and the Claimant is still a TPT.



Arbitrator's Signature:

Date: 13 September 2019