



<u>Decision Ref:</u>	2019-0375
<u>Sector:</u>	Banking
<u>Product / Service:</u>	Repayment Mortgage
<u>Conduct(s) complained of:</u>	Failure to process instructions in a timely manner Delayed or inadequate communication Complaint handling (Consumer Protection Code) Dissatisfaction with customer service Failure to process instructions
<u>Outcome:</u>	Substantially upheld

LEGALLY BINDING DECISION
OF THE FINANCIAL SERVICES AND PENSIONS OMBUDSMAN

Background

The Complainants held four business accounts with the Provider, including three business loan accounts. The Complainants found themselves in financial difficulties from late 2013/early 2014 in relation to payments on the loan accounts and negotiations commenced with the Provider.

In **January 2015**, one of their shop premises was damaged badly by fire. In an effort to make payments towards their liabilities, the Complainants sought the consent of the Provider to sell the damaged shop premises. An agreement was reached for them to do so between July and October 2015, but when the sale had not progressed within a couple of months, the Provider withdrew its consent to the sale in **February 2016**. Thereafter, the Complainants' debt was sold to a third party.

The Complainants' Case

The Complainants argue that a meeting took place between them and a relationship manager of the Provider, **Mr. M.**, on **16 July 2015** at which a proposal or strategy was put forward which all parties were happy with. They argue that the state of one of the secured

assets, the shop premises, was discussed in detail as it had been destroyed by fire. The Complainants state that the Provider gave its consent to sell the secured asset on **12 October 2015** and the solicitors acting for the Complainants exchanged and signed contracts. The Complainants state that their solicitor required the Provider to sell as mortgagee in possession and the Provider's solicitors agreed to this. The Complainants assert that they received no communication from the Provider or its solicitors for some time and that they contacted the Provider on a number of occasions to advance the transaction.

The Complainants assert that on **22 February 2016**, the Provider reneged on the sale agreement and refused to engage with them. They argue that they appealed the decision but the appeal was ignored. The Complainants state that they received letters as recently as **11 January 2017** from the Provider asking if they made any progress with the sale of the property.

In the meantime, the Complainants state that they received notification from the Provider that their loans were being sold and a new account manager was being appointed. The Complainants state that contact was made with the new account manager and that she encouraged the Complainants to advance the sale. The Complainants states that they made a number of attempts to contact her but she refused to return calls or letters and that they had to actively chase the Provider. The Complainants argue that the Provider waited until the sale of the loan had advanced before they meaningfully spoke to them.

The Complainants challenge the Provider's argument that their solicitors, CS, failed to contact the Provider's solicitors, PS. They rely on three letters addressed from CS to PS dated 14 January, 20 February, and 25 March 2016 in which CS stated that they have not heard from PS in relation to the sale and awaited hearing from them in due course.

The Complainants seek to compel the Provider to honour its agreement.

The Provider's Case

The Provider states that its relationship manager, Mr. M., was advised by the Complainants in the first quarter of 2014 that they were experiencing pressure on their cash flow due to factors including fall in turnover, reduced custom, tightening of credit terms and changes in terms by debtors. In September 2014, the Provider states that it wrote to the Complainants requesting a proposal within a two-week period for repayment of the debt. At that point it states that the current account balance exceeded the agreed overdraft facility, and two loan accounts were each five months in arrears.

The Provider states that in **January 2015**, one of the shop business premises was damaged by fire, resulting in a very poor condition of the premises. The Provider was advised that there was a dispute between the complainant and the insurance company regarding payment of the claim. In **April 2015**, the Provider issued call up letters to the Complainants in respect of their borrowings and in **June 2015**, the Provider received completed standard financial statements from the Complainants.

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On **2 July 2015**, a letter of authority was received from the Complainants allowing a third party, Mr. C., to discuss the financial affairs with the Provider. In reply, Mr. M. requested an auctioneer valuation of land to be arranged and sent to him and a valuation of the shop premises was requested.

On **16 July 2015**, a meeting was held between Mr. C. and Mr. M. in relation to proposals for the sale of the shop premises, the sale of other lands, payments to the Provider of the residual balance of the liabilities, and of the pending insurance payment. The following day, Mr. C. emailed Mr. M. details of the discussion held.

On **9 October 2015**, auctioneers appointed by the Complainants wrote to the Provider advising of an offer of €30,000 received for the shop premises. Approval was then sought by Mr. M. for the proposed sale of the fire-damaged shop premises for €30,000 gross. The Provider indicates that on **12 October 2015**, approval to proceed on that basis was received. Mr. M. confirmed to Mr. C. by email of the same date that the proposed sale had been approved for €30,000 gross with deductions for fees amounting to €2,460 and with net proceeds of €27,540 to be mandated to the Provider at the sale closing, within four weeks from 12 October 2015.

On **16 October 2015**, the Provider states that the Complainants' solicitors, CS, requested an update in relation to title documentation and the documentation was enclosed by the Provider by letter dated 23 October 2015. The letter of 23 October 2015 asked that CS advise the Provider immediately of any claims by third parties against the sale or its proceeds and to investigate if there were any subsequent mortgagees in respect of the property to be sold. The Provider states that CS wrote to the bank on 29 October 2015 outlining a particular difficulty identified – specifically that the Provider would be required to sell as mortgagee in possession and that CS required the consent of the Provider to proceed on that basis. This was because two judgment mortgages had been registered against the property in question.

On **2 December 2015**, a letter from the Provider's solicitors, PS, was sent to CS referring to the judgment mortgages registered against the Complainants' property from other creditors and advising it would be necessary for the Provider to join in the sale. PS requested a copy of the title deeds and documents in respect of the property to prepare the contract for sale with the necessary special conditions for sale by the bank as mortgagee.

By letter dated **12 February 2016**, PS wrote to CS referring to their previous letter of 2 December 2015 to which no reply was received. PS advised that the Provider would not be consenting to the sale of the shop premises due to lack of engagement on the matter from the Complainants and that it would not be stepping in as mortgagee to overreach the judgment mortgages registered on the title. By email dated 17 February 2016, Mr. C. wrote to Mr. M. advising the Complainants were ready to complete the transaction and were awaiting confirmation from the Provider's solicitors. In reply dated **22 February 2016**, Mr. M. advised Mr. C. that the Provider had reviewed matters again and had decided not to progress with the sale of the shop premises.

On **24 June 2016**, CS wrote to PS advising that they had not heard from PS in relation to the Provider selling as mortgagee in possession and requested an update. By letter dated **29 July**

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2016, PS wrote to CS outlining the terms of the sale that were agreed in October 2015 i.e. the funds would be mandated to the Provider within four weeks of that date. PS advised that as this did not occur, the time limit had passed and the Provider's consent was no longer valid. PS confirmed that the Provider would no longer be consenting to the sale of the shop premises.

On **14 October 2016**, the Provider wrote advising that the loans were to be sold with an effective date of December 2016. On **6 January 2017**, the Provider wrote to the Complainants stating that the loan transfer had been completed with effect from 19 December 2016. The Provider says that after this, during April and July 2017, the Provider's agent attempted to act as a conduit between the Complainants and the loan purchaser with regard to the outstanding sale.

The Provider confirms that all facilities were business borrowings. The Provider outlines that the Complainants' financial difficulties were first recorded by it in **November 2013**. It states that a loan repayment in **August 2014** was the last repayment received on the Complainants' loan accounts until the accounts were transferred to the third party in December 2016. The Provider reiterates that the 4 week time limit for receipt of sale proceeds as set out in the email of 12 October 2015 was not met by the Complainants. The Provider argues that despite communications with the complainant's representatives, the sale did not progress and no proceeds were received by the Provider. Therefore, the Provider argues that the period of the agreed consent to sale expired without the Complainants fulfilling their obligations. The Provider says that the four-week time limit cited in solicitors' correspondence in 2016 was originally communicated by Mr. M. to Mr. C. in an email confirming the terms of the agreement dated **12 October 2015**. The Provider confirms that no formal contract was arranged, signed or executed as a result of the meeting in July 2015. The Provider argues that the conditions of the Provider's acceptance of the offer of €30,000 for the sale of the shop premises was outlined in the email which consented to the sale i.e. that the net proceeds of €27,540 would be mandated to the Provider within four weeks of the date of the email. The Provider argues that the agreement expired by 9 November 2015. The Provider states that Mr. M. also outlined the terms of the agreement with CS in an email of 14 October 2015.

The Provider rejects the Complainants' allegations that it "walked away" from the agreement regarding the sale of the shop premises. The Provider argues that the timeframe of the agreement expired without the terms of the agreement being fulfilled by the Complainants. The Provider also argues that it was within its commercial discretion whether or not to accept any proposals made by the Complainants or their representatives and that there was no obligation on the Provider to accept any proposal made by the Complainants or to extend the expiry date, on the original proposal presented.

The Provider relies on a letter from its solicitors, PS, dated **23 May 2019** which indicates that PS did not receive letters from CS dated 14 January, 20 February or 25 March 2016. The solicitors noted that the address on the letters from CS was slightly different than the solicitors' proper address as it omitted the word "West" from the first line of the address. PS stated that it follows that they did not reply to those letters and confirms that it sent letters dated 2 December 2015, 12 February 2016 and 29 July 2016 to the CS address. PS

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also state that they additionally forwarded copies of the December and February letters to the personal email address of the solicitor in CS, as located in the law directory.

The Provider states that as legal ownership of the facilities passed from the Provider to the purchaser from 19 December 2016, the Provider has no access to information as to whether or not a sale has since occurred. It states that in an effort to assist the Complainants after the debt transfer, the Provider's agent liaised with Mr. C. at regular intervals from April to July 2017, and with the relevant contact agent of the purchaser, acting as a conduit between all parties, in relation to any offer of the sale in relation to the shop premises.

The Complaint for Adjudication

The complaint is that the Provider failed to honour the terms of a loan repayment agreement with the Complainants.

Decision

During the investigation of this complaint by this Office, the Provider was requested to supply its written response to the complaint and to supply all relevant documents and information. The Provider responded in writing to the complaint and supplied a number of items in evidence. The Complainants were given the opportunity to see the Provider's response and the evidence supplied by the Provider. A full exchange of documentation and evidence took place between the parties.

In arriving at my Legally Binding Decision I have carefully considered the evidence and submissions put forward by the parties to the complaint.

Having reviewed and considered the submissions made by the parties to this complaint, I am satisfied that the submissions and evidence furnished did not disclose a conflict of fact such as would require the holding of an Oral Hearing to resolve any such conflict. I am also satisfied that the submissions and evidence furnished were sufficient to enable a Legally Binding Decision to be made in this complaint without the necessity for holding an Oral Hearing.

A Preliminary Decision was issued to the parties on 14 October 2019, outlining the preliminary determination of this office in relation to the complaint. The parties were advised on that date, that certain limited submissions could then be made within a period of 15 working days, and in the absence of such submissions from either or both of the parties, within that period, a Legally Binding Decision would be issued to the parties, on the same terms as the Preliminary Decision, in order to conclude the matter. In the absence of additional submissions from the parties, regarding the merits of the complaint, within the period permitted, the final determination of this office is set out below.

The present complaint centres on the terms of an agreement reached between the parties in **October 2015** in relation to the sale of a secured property which had been badly damaged by fire. It is therefore necessary to consider in detail the terms of the communications

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between the parties during the relevant period to determine what agreement was in fact reached and whether the Provider was entitled in **February 2016**, to revoke its consent and/or disclaim an ongoing obligation to consent to the sale of the shop premises.

A meeting took place between Mr. M. of the Provider and Mr. C. on behalf of the Complainants on 16 July 2015. In an email from Mr. C. to Mr. M. dated 17 July 2015, Mr. C. confirms that the Complainants had engaged CS solicitors in relation to the matter. The email records Mr. C.'s understanding of what was agreed at the meeting. In respect of the shop premises, Mr. C. notes the following: *"Sell shop on or before 31.12.15"*.

By email in reply dated 20 July 2015, Mr. M. requested confirmation that CS would be acting for the Complainants in the conveyance of certain lands which were also earmarked to be sold. Mr. M. expressed his preference that the solicitors' fees be agreed now to avoid dispute at closing and that all agreed fees would be paid from the sale proceeds. Mr. M. indicated that he was preparing to submit a proposal based on what was outlined in the email and asked for a couple of weeks before he could revert in relation to the matter.

By letter dated **9 October 2015**, an auctioneer on behalf of the Complainants wrote to Mr. M. confirming that it had received an offer of €30,000 in relation to the shop premises. The letter indicated that due to the severe fire damage caused to the property, it would recommend that the offer be accepted.

By email dated **12 October 2015**, Mr. M. wrote to Mr. C. as follows:

"Following from our call and letter of recommendation from the Auctioneer.

The sale had been approved for €30k gross.

The following deductions are to be taken at closing:

Auctioneers fees including VAT of €1230

Legal fees including VAT and Outlay of €1230

Total net proceeds to be mandated at closing within a maximum of 4 weeks from today are €27,540."

[emphasis added]

By email dated **14 October 2015**, Mr. M. wrote to CS on behalf of the Complainants in the following terms:

"Firstly, you are probably aware that [the Provider] consent to the sale of the convenience store for €30k gross subject to the following deductions:

Auctioneer the €1230 including VAT and Outlay

Legal fee of €1230 including VAT and Outlay.

Net proceeds to be mandated upon closing of €27,540.

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In order to close out the sale, do you require the title deeds to be sent your office?"

The Provider has relied on the terms of the email of 12 October 2015 in its assertion that it was a condition of its consent that the sale proceeds would be mandated to it within a maximum of four weeks from the date of the email i.e. by 9 November 2015. The Provider has also relied on its email of 14 October 2015 to CS. The difficulty for the Provider, however, is that the email to the CS, the Complainants' solicitors of 14 October 2015, makes no reference whatsoever to any time limit and does not mention any four week period.

On its face, therefore, the Provider's consent to the sale in one email contains no time limit and on another email contains a four-week timeline, even though the contract for sale had not yet been drawn up. By letter dated **16 October 2015**, CS wrote to the Provider's credit department requesting title documentation in relation to the property and indicating that there was a limited timeframe for the sale to proceed. By letter dated 23 October 2015, the Provider wrote to CS enclosing the documentation requested and setting out a number of instructions in relation to the safekeeping of the documentation. The Provider requested that CS immediately advise it if it became aware of any claim by a third party against the property or its sale proceeds. It also requested that CS investigate whether there were any subsequent mortgagees requiring release in respect of the property to be sold. By letter dated **29 October 2015**, CS wrote to the Provider confirming receipt of the title documentation but noting the difficulty that

"we need to proceed on the basis that the [Provider] is selling as mortgagee in possession. We need the consent of the [Provider] to proceed on that basis and we are anxious to progress matters."

By email dated **12 November 2015**, Mr. M. wrote to Mr. C. indicating that he was "aware that contracts have issued in respect of the Retail Unit" and requested that Mr. C. "seek to push the sale along and close this out over the next couple of weeks". There is no reference in Mr. M.'s email of 12 November 2015 to the four-week timeline that the Provider now seeks to rely on. While I accept that Mr. M. encouraged Mr. C. to close the sale in the next couple of weeks, this was not expressed by way of a time limit. It is also notable that on the Provider's argument, the four-week timeline set out the email to Mr. C. of 12 October had in fact already expired by the time the Mr. M. wrote to Mr. C. on 12 November 2015, encouraging him to progress the sale and making no reference to any timelines.

In a later email on **12 November 2015**, CS wrote to the Complainants noting that it was sending out contracts in the case. In respect of the shop premises, CS noted two judgment mortgages registered against the Complainants. The email then stated as follows:

"The sale price for this property consented to by [the Provider] is €30,000, therefore it will not be possible to proceed with the sale in the normal manner whereby you will be the Vendors. The only possible way to get over the judgment mortgages registered is for [the Provider] to sell as mortgagee in possession and then they can give good title to the purchaser without [the judgment mortgagees] coming into play."

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You need to get back to Mr. C. about this as we will have to renegotiate the terms whereby we will be selling as mortgagee in possession."

By letter dated **2 December 2015**, PS wrote to CS on behalf of the Provider, noting its instructions from the Provider to write to CS in connection with the sale of the property for €30,000. The letter noted the understanding of PS that there were a number of judgment mortgages registered against the property from other creditors and that it would be necessary for the Provider to join them in the sale, in order to overreach these encumbrances and close the transaction as mortgagee in possession. For this purpose, PS requested copies of the title deeds and documentation in respect of the property to allow it to review them and to draft a contract for sale incorporating the necessary special conditions for the sale by the Provider, as mortgagee.

By letter dated **12 February 2016**, PS wrote to CS referring to the previous letter of 2 December 2015. PS noted that it had not heard from CS in relation to the letter and that they had since been advised by the Provider that due to a lack of engagement by the Complainants, the Provider would not be consenting to the sale of the property and would not be stepping in as mortgagee in possession to overreach the judgment mortgages registered on title.

On **22 February 2016**, Mr. M. emailed Mr. C. advising him that the matter had been reviewed again and that the Provider had decided not to progress with the sale of the shop premises.

Subsequently by letter dated **24 June 2016**, CS wrote to PS asking if it was in a position to advance the sale. The letter noted that CS had not heard anything for a considerable time. PS replied by letter dated **29 July 2016** noting that the Provider had consented to the sale for €30,000 gross on 12 October 2015 on the basis that the agreed net sale proceeds of €27,540 were mandated to the Provider within a maximum of four weeks, which did not happen. The letter advised that while the Provider never formally rescinded the consent to the sale, due to strict time lines, this had now passed and the consent was no longer valid. The letter confirmed that the Provider would no longer be consenting to the sale of the property, which has long since expired.

I accept that in general, it was within the Provider's commercial discretion whether or not to accept any proposals made by the Complainants or their representatives in relation to the sale of the secured property. Having agreed to give its consent, however, it was obliged to deal fairly and reasonably with the Complainants. If the Provider wished to impose a strict time limit on the sale and receipt of funds, this should have been made very clear to the Complainants. The Provider might have indicated, for example that its consent would expire on a certain date if the proceeds had not been received. In that scenario, I accept that there would be no obligation on the Provider to extend the expiry date and it would again be a matter for its commercial discretion.

I do not, however, accept that the Provider itself considered the four week timeframe set out in the email of 12 October 2015 as having been a strict condition of its consent. The subsequent behaviour of the Provider instead indicates that while it was anxious that the sale be progressed promptly, it was not focused on a specific date for receipt of funds.

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In an email of 14 October 2015, Mr. M. informed the Complainants' solicitors, CS, of the Provider's consent to the sale but did not mention a timeframe. In an email of 12 November 2015, Mr. M. (who had authored the email of 12 October) requested that Mr. C. "*seek to push the sale along and close this out over the next couple of weeks*". On the Provider's case, the timeframe it now relies on had already expired by the date of this email in which Mr. M. is clearly encouraging the Complainants to continue to pursue the sale. Further, the PS letter of 2 December 2015 not only confirms the Provider's consent to the sale but clarifies the need for the Provider to be involved in drawing up the contract for sale due to the judgment mortgages in place.

None of the correspondence between 12 October 2015 and the disavowal of consent on 12 February 2016, makes any reference to a time limit. In any event, the four week time limit now relied on by the Provider, appears to have been an extremely short one, which was likely to prove very difficult or perhaps impossible to meet, especially in light of the legal complexity that arose in relation to the judgment mortgages. The imposition of a four-week time limit before contracts for sale had even been drawn up, might be seen to amount to an impossible hurdle for a borrower, which itself could be considered as unfair.

In any event, I am not satisfied that the Provider itself viewed the four week time frame set out in the email of 12 October 2015 as binding, until it reviewed the situation in February 2016. At that point, having decided it would prefer if the property was not sold, it appears to me that it saw this as a basis for revoking its consent. Even if, contrary to its own subsequent actions, the Provider intended the four week time limit to be binding, I am not satisfied that it properly communicated this condition to the Complainants and their representatives, such that it was understood that the Provider would or could withdraw its consent if the time limit was not met.

In either case, I consider the Provider's actions in withdrawing its consent to the sale in February 2016 without any notice period, or warning to the Complainants or its representatives, to have been unreasonable, unjust, and oppressive towards the Complainants. I am therefore upholding this aspect of the complaint.

I note that there are suggestions from both solicitors firms in the present case, that they did not receive correspondence sent by the other in the period January to March 2016. PS denies having received three letters from CS during the period requesting updates in relation to the sale of the premises. An email of 24 June 2016 from CS to Mr. C. suggests that CS had not heard from PS since the 2 December 2015 letter; this indicates that it had not received the letter of 12 February 2016 from PS to CS outlining that the Provider no longer consented to the sale. An email of 17 February 2016 from CS to Mr. C. also corroborates this position. It is difficult to understand why so many letters appear to have gone astray or been overlooked. From the correspondence before me, I am satisfied that CS did attempt to stay in contact with PS in relation to the sale and to progress it from early 2016. I am also satisfied that PS attempted to progress the sale in December 2016 and then attempted to notify CS on 12 February 2016, that the Provider was no longer consenting to the sale. In any event, and as set out above, I am not satisfied that the Provider was entitled to revoke its consent in the manner that it did, whether or not the CS letters were received by PS.

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As the Complainants' loans and underlying security have been sold to a third party, it is not possible for this Office to direct that the Provider now comply with the agreement struck in October 2015, as requested by the Complainants. It is no longer within the power of the Provider to consent to any sale of the secured properties. I am therefore of the view that it would be appropriate in this instance to instead direct a compensatory payment. There is no evidence before me of any particular financial implication to the Complainants arising from the Provider's withdrawal of consent to the sale of the property. It appears from the email of 17 July 2015, that the sale of the shop premises was to be part of a larger settlement with the Provider involving the sale of further lands, but this does not seem to have been progressed.

It is reasonable to assume that the fact that sale proceeds of €27,540 were not applied to reduce the Complainants' overall liabilities, has resulted in increased interest payments. It is also reasonable to assume that there have been other costs to the Complainants, such as insurance costs associated with the property. In all of the circumstances of the case, I therefore consider it appropriate to direct that the sum of €3,500 in compensation, be paid by the Provider to the Complainants.

A second aspect of this matter arises, insofar as the Complainants say that the Provider waited until the sale of their loan to the new owner had advanced, before it meaningfully spoke to the Complainants. I note that the Provider wrote to the Complainants by letter dated 14 October 2016 to advise them of the impending sale of the loans in December 2016. I further note that the Provider confirmed by letter dated 6 January 2017 that the loan sale had been completed on 19 December 2016.

In the meantime it appears that Mr. C. wrote to Mr. G., a newly appointed relationship manager, by email dated 13 December 2016 seeking further discussions. Having received no reply, Mr. C. wrote again to Mr. G. by letter dated 3 January 2017 requesting a meeting. There appears to have been some limited contact between Mr. G. and Mr. C. thereafter, and from April to July 2017, another representative, Mr. D., attempted to act as a conduit between the Complainants and the loan purchaser in relation to the sale of the secured properties. It appears from an email from Mr. C. to Mr. D. of 13 September 2017 that the new purchaser did not accept that the Provider had given its consent to the sale of the premises before the sale of the loans.

While I accept that there may have been some delay in the Provider reverting to Mr. C. from December 2016, I appreciate that the loan sale was completed during this period. I further note that from 16 December 2016, the Provider was no longer in a position to consent to the sale of the properties and that, later, the Provider assisted the Complainants in their discussions with the purchaser. In my opinion, the Provider acted correctly in that regard.

Conclusion

- My Decision pursuant to **Section 60(1)** of the **Financial Services and Pensions Ombudsman Act 2017**, is that this complaint is substantially upheld on the grounds prescribed in **Section 60(2)(b)** and **(g)**

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- Pursuant to **Section 60(4) and Section 60 (6)** of the **Financial Services and Pensions Ombudsman Act 2017**, I direct the Respondent Provider to make a compensatory payment to the Complainants in the sum of €3,500, to an account of the Complainants' choosing, within a period of 35 days of the nomination of account details by the Complainants to the provider. I also direct that interest is to be paid by the Provider on the said compensatory payment, at the rate referred to in **Section 22** of the **Courts Act 1981**, if the amount is not paid to the said account, within that period.
- The Provider is also required to comply with **Section 60(8)(b)** of the **Financial Services and Pensions Ombudsman Act 2017**.

The above Decision is legally binding on the parties, subject only to an appeal to the High Court not later than 35 days after the date of notification of this Decision.

MARYROSE MCGOVERN
DIRECTOR OF INVESTIGATION, ADJUDICATION AND LEGAL SERVICES

6 November 2019

Pursuant to **Section 62** of the **Financial Services and Pensions Ombudsman Act 2017**, the Financial Services and Pensions Ombudsman will publish legally binding decisions in relation to complaints concerning financial service providers in such a manner that—

- (a) ensures that—
 - (i) a complainant shall not be identified by name, address or otherwise,
 - (ii) a provider shall not be identified by name or address,and
- (b) ensures compliance with the Data Protection Regulation and the Data Protection Act 2018.