

## **COMPLETED ACQUISITION BY ARRIVA RAIL NORTH LIMITED OF THE NORTHERN RAIL FRANCHISE**

### **Interim Order made by the Competition and Markets Authority pursuant to section 81(2) of the Enterprise Act 2002, (the Order)**

Whereas:

- (a) on 20 May 2016, the Competition and Markets Authority (**CMA**), in the exercise of its duty under section 22(1) of the Enterprise Act 2002 (**the Act**), referred the completed acquisition by Arriva Rail North Limited (**ARN**), a wholly-owned subsidiary of Arriva plc (**Arriva**), of the Northern Rail Franchise (the **Northern Franchise**) for further investigation and report by a Group of CMA Panel Members (**Inquiry Group**), (**the Reference**);
- (b) the CMA is considering, pursuant to section 35(1) of the Act, whether it is or may be the case that a relevant merger situation has been created and whether the creation of that situation has resulted or may be expected to result in a substantial lessening of competition in any market or markets in the United Kingdom (**UK**);
- (c) the CMA wishes to ensure that no action is taken pending final determination of the Reference which might prejudice that Reference or impede the taking of any action by the CMA under Part 3 of the Act which might be justified by the CMA's Decisions on the Reference;
- (d) on 1 April 2016 the CMA served an Initial Enforcement Order on Arriva pursuant to section 72(2) of the Act (**the Initial Enforcement Order**) for the purpose of ensuring that no action was taken pending final determination of the reference under section 22 of the Act which might prejudice that reference or impede the taking of any action by the CMA under Part 3 of the Act which might be justified by the CMA's Decisions on the reference;
- (e) Pursuant to section 72(6) of the Act, the Initial Enforcement Order of 1 April 2016 will cease to be in force on the date of making of this Order by the CMA pursuant to section 81(2) of the Act; and
- (f) the Reference has not been finally determined in accordance with section 79(1) of the Act.

Now for the purposes of preventing pre-emptive action in accordance with section 81(2) of the Act, the CMA makes this Order addressed to ARN and Arriva, including their Subsidiaries.

### **Commencement, application and scope**

1. This Order commences on the Commencement Date.
2. This Order applies to Arriva and ARN and their Subsidiaries.
3. Notwithstanding any other provision of this Order, no act or omission shall constitute a breach of this Order, and nothing in this Order shall oblige Arriva, ARN and their Subsidiaries to reverse any act or omission, in each case to the extent that it occurred or was completed prior to the Commencement Date.

### **Management of the Arriva and Northern Franchise businesses until determination of the proceedings**

4. Except with the prior written consent of the CMA, Arriva, ARN and their Subsidiaries shall not, during the Specified Period, take any action which might prejudice the Reference or impede the taking of any action under the Act by the CMA which may be justified by the CMA's Decisions on the Reference, including any action which might:
  - (a) lead to the integration of the Northern Franchise Business with any Arriva Business;
  - (b) transfer the ownership or Control of the Arriva Business, or the Northern Franchise Business or any of their Subsidiaries;
  - (c) otherwise impair the ability of the Northern Franchise Business or any Arriva Business to compete independently in any of the Specified Routes and Transport Networks, which relate to the markets affected by the Merger Transaction; and
  - (d) frustrate compliance with this Order.
5. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, Arriva, ARN and their Subsidiaries shall at all times during the Specified Period procure that, except with the prior written consent of the CMA:
  - (a) the Northern Franchise Business is carried on separately from any other Arriva Business and the Northern Franchise Business's separate service,

route, sales and brand identity is maintained including but not limited to the activities pursuant to the Passenger Facing Obligations;

- (b) each of the Northern Franchise Business and the Arriva Business is maintained as a going concern and sufficient resources are made available for the development of the Northern Franchise Business and the Arriva Business, on the basis of the bid submitted by ARN for the Northern Franchise, the Franchise Documents, and the pre-merger Business Plan(s) respectively;
- (c) there is no integration of the information technology of the Northern Franchise Business or the Arriva Business, and the software and hardware platforms of the Northern Franchise Business shall remain essentially unchanged, except for routine changes and maintenance;
- (d) except as permitted by paragraph 8 of this Order, the supplier lists of the Northern Franchise Business and the Arriva Business shall be operated and updated separately and any negotiations with any existing or potential suppliers in relation to the Northern Franchise Business will be carried out by the Northern Franchise Business alone and for the avoidance of doubt the Arriva Business will not negotiate on behalf of the Northern Franchise Business (and vice versa) or enter into any joint agreements with the Northern Franchise Business (and vice versa);
- (e) all existing contracts of the Northern Franchise Business and the Arriva Business continue to be serviced by the business to which they were awarded;
- (f) no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to the Northern Franchise Business shall pass, directly or indirectly, from the Northern Franchise Business (or any of its employees, directors, agents or Affiliates) to the Arriva Business (or any of its employees, directors, agents or Affiliates), except: i) where strictly necessary in the Ordinary Course of Business (for example, where required for compliance with external regulatory and/or accounting obligations), or ii) where strictly necessary for the purposes of any actions contemplated by paragraph 8 of this Order; and on the basis that, should the transaction be prohibited, any records or copies (electronic or otherwise) of such information (including information that has passed vice versa, i.e. from Arriva to the Northern Franchise Business) that have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed, to the extent that such destruction is practicable; and

- (g) except in the Ordinary Course of Business for the separate operation of the Two Businesses:
- (i) no substantive changes are made to the organisational structure of, or the management responsibilities within the Northern Franchise Business or the Arriva Business;
  - (ii) the nature, description, range and quality of goods and/or services supplied in the UK by each of the Northern Franchise Business and the Arriva Business as at the Commencement Date are maintained and preserved;
  - (iii) all of the assets of the Northern Franchise Business and the Arriva Business are maintained and preserved, including facilities and goodwill;
  - (iv) none of the assets of the Northern Franchise Business or the Arriva Business are disposed of; and
  - (v) no interest in the assets of the Northern Franchise Business or the Arriva Business is created or disposed of.
6. For the avoidance of doubt, where reference is made to the Ordinary Course of Business in this Order, matters that constitute either:
- (a) any change in service on any Specified Routes that would require notification to or consent or approval by any relevant regulatory body, including for example the Traffic Commissioners and/or the Department for Transport, other than:
    - (i) the commencement of new services;
    - (ii) increases in frequency of services;
    - (iii) extensions of times of operation; and
    - (iv) short-term seasonal changes which Arriva can show will be reversed at the end of the season.
  - (b) or any other change of services on any Specified Routes and Transport Networks, which may have an Adverse Effect on Consumers, would require prior consent/approval of the CMA in accordance with paragraph 5 above.
7. Matters that constitute any other change of services on any Specified Routes and Transport Networks, other than the above, and which are not deemed to

have an Adverse Effect on Consumers, would require notification to the CMA. The procedure for consent and notification to the CMA is provided at paragraphs 16 to 21.

8. This Order shall not prevent actions required to give effect to ARN's proposals included in the Schedule of Initiatives and in the document 'Arriva Rail North Limited - Delivery Plan Initiative Extracts' which formed part of ARN's bid for the Northern Franchise and to ensure compliance with:
  - (a) ARN's obligations owed to the Secretary of State in relation to the Northern Franchise Business pursuant to the Franchise Agreement and the Franchise Documents as at the Commencement Date; and
  - (b) Arriva's obligations owed to the Secretary of State by CrossCountry Trains Limited and Arriva Trains Wales pursuant to the CrossCountry Trains Franchise Agreement or the Arriva Trains Wales Franchise Agreement respectively as at the Commencement Date.

## **Compliance**

9. Arriva and ARN shall procure that each of their Subsidiaries complies with this Order as if it had been issued to each of them.
10. Arriva and ARN shall provide to the CMA such information or statement of compliance as it may from time to time require for the purposes of monitoring compliance by Arriva, ARN and their Subsidiaries with this Order. In particular, on 15 April 2016 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officer of Arriva or other persons of Arriva as agreed with the CMA shall, on behalf of Arriva, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
11. Further and without prejudice to paragraphs 5, 6,7 and 8 above, at all times, Arriva shall, or shall procure that ARN shall, actively keep the CMA informed of any material developments relating to the Northern Franchise Business and the Arriva Business, which includes but is not limited to:
  - (a) copies of all requests for Secretary of State consent pursuant to the Franchise Agreement;
  - (b) copies of any notice to the Secretary of State of a breach of the terms of the Franchise Agreement;
  - (c) any Events of Default;

- (d) details of Key Staff and Key Personnel who leave or join the Northern Franchise Business or the Arriva Business;
  - (e) any interruption of the Northern Franchise Business or Arriva Business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented it from operating in the Ordinary Course of Business, as defined in this Order for more than 24 hours;
  - (f) all substantial passenger volumes won or lost or substantial changes to the supplier contracts for the Northern Franchise Business or Arriva Business including any substantial changes in passenger and/or supplier demand;
  - (g) substantial changes in the Northern Franchise Business or Arriva Business's contractual arrangements or relationships with key suppliers; and
  - (h) Arriva shall notify the CMA at least 28 days in advance of any proposed timetable, price or route changes made in the Ordinary Course of Business to Specified Routes and Transport Networks, as defined in this Order and subject to the requirements of paragraphs 6 and 7 of this Order.
12. If Arriva or ARN have any reason to suspect that this Order might have been breached, they shall immediately notify the CMA and any monitoring trustee that Arriva may be directed to appoint under paragraph 2.

## **Directions**

13. The CMA may give Directions to a specified person or to a holder of a specified office in any body of persons (corporate or unincorporated) to take specified steps for the purpose of carrying out, or ensuring compliance with, this Order, or do or refrain from doing any specified action in order to ensure compliance with the Order. The CMA may vary or revoke any Directions so given. The CMA reserves the right to require Arriva and ARN to secure the appointment of a Monitoring Trustee on behalf of the CMA during the Specified Period, if the need arises. If this were to be the case, the CMA will also provide information to Arriva and ARN about the expected process to be followed.
14. Arriva and ARN shall comply with such Directions as the CMA may from time to time give to take such steps as may be specified or described in the

Directions for the purpose of carrying out or securing compliance with this Order.

15. Any delay by the CMA in making such Directions shall not affect the obligations of Arriva and ARN to ensure compliance with this Order.

### **Procedure for consent and notification**

16. Where notification to the CMA and/or the CMA's consent is required (however that requirement is expressed in this Order), Arriva and ARN will notify the CMA accordingly and seek to request the CMA's consent in writing, which shall include email.
17. Any notification to the CMA and/or application for the CMA's consent shall make full disclosure of every material fact and matter within Arriva's and ARN's knowledge that they believe is relevant to the CMA's Decisions. In particular, in respect of any applications for consent with respect to paragraph 6 above, Arriva and ARN should provide sufficient explanation of the economic or commercial justification of any proposals which could have Adverse Effects on Consumers.
18. Where the CMA grants consent or approval on the basis of misleading or incomplete information and such information materially affects its consent or approval, the consent or approval is voidable at the election of the CMA.
19. In the event that Arriva and ARN discover that an application for consent or approval has been made without full disclosure to the CMA, they must:
  - (a) inform the CMA in writing identifying the information that they omitted to include in the application for consent within two Working Days of becoming aware that the relevant information is misleading or incomplete; and
  - (b) at the same time or no later than two Working Days starting with the date on which it has informed the CMA of the omission in accordance with paragraph a above, provide to the CMA an application for consent that includes the missing information.
20. Unless a different period is expressly provided for in this Order, Arriva and ARN shall use all reasonable endeavours to make each application or to procure that each application, for consent or approval is made so that it is received by the CMA at least ten Working Days, or such lesser period as the CMA may allow, before the day on which the CMA's consent or approval is necessary to avoid a breach of this Order.

21. The CMA shall use its reasonable endeavours to grant or refuse any consent or approval within the ten Working Days referred to in the previous paragraph. A longer period could be required, in particular where the CMA considers that it is necessary to carry out an investigation or to consult any other person prior to granting such consent. If this were to be the case, the CMA will provide information to Arriva and ARN about the expected process to be followed. This provision is without prejudice to the CMA's duties under the Act.

## Interpretation

22. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
23. For the purposes of this Order:

**'Act'** means the Enterprise Act 2002;

**'Adverse Effects on Consumers'** means any adverse effects on consumers, which includes, but is not limited to, any increase in price, or change in service quality to the detriment of users of the services and consumers in question;

**'Affiliate'** of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

**'ARN'** means Arriva Rail North Limited (Company number 04337712, Companies House);

**'Arriva'** means Arriva plc (Company number 00347103; Companies House) and its Subsidiaries;

**'Arriva Business'** means all businesses engaged in or relating to the provision of passenger rail services and bus services operated by Arriva and its Subsidiaries insofar as they relate to the Specified Routes and Transport Networks as at the Commencement Date, in particular its Subsidiaries known to be:

- operating rail services: CrossCountry Trains Limited; Arriva Trains Wales; Grand Central Railway Company Limited; DB Regio Tyne and Wear Metro Limited; and Alliance Rail; and



- operating bus services: Arriva Durham County Limited; Arriva North West limited; Arriva Northumbria Limited; Arriva Tees & District Limited; Arriva Yorkshire Limited; and Yorkshire Tiger Limited;

but, for the purposes of the operative provisions of this Order, excluding the Northern Franchise Business;

**‘Arriva Trains Wales Franchise Agreement’** means the Franchise Agreement relating to the services for the carriage of passengers by railways to be provided by Arriva Trains Wales/Trenau Arriva Cymru Limited between (1) The Strategic Rail Authority, (2) Arriva Trains Limited and (3) Arriva Trains Wales/Trenau Arriva Cymru Limited dated 18 October 2003;

**‘business’** has the meaning given by section 129(1) and (3) of the Act;

**‘Business Plan’** means the Initial Business Plan (as defined in the Franchise Agreement) or any Annual Business Plan (as defined in the Franchise Agreement), as the context requires, to be delivered in accordance with paragraph 2.1 and 2.3 of Schedule 13 (Information and Industry Initiatives) of the Franchise Agreement;

**‘Certificate of Commencement’** means the certificate to be issued by the Secretary of State pursuant to the Conditions Precedent Agreement;

**‘Commencement Date’** means 1 July 2016;

**‘Conditions Precedent Agreement’** means the agreement between the Secretary of State and ARN of the same date as the Franchise Agreement specifying certain conditions to be satisfied or waived by the Secretary of State prior to the issue of a Certificate of Commencement;

**‘Control’** includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise;

**‘CrossCountry Trains Franchise Agreement’** means the New Cross Country Franchise Agreement incorporating by reference the National Rail Franchise Terms (Third Edition) between the Secretary of State for Transport and Arriva Trains Cross Country Limited dated 9 July 2007;

**‘Decisions’** means the decisions of the CMA on the questions which it is required to answer by virtue of section 35 of the Act;

**‘Directions’** means any directions given by the CMA pursuant to this Order.

**'Event of Default'** means any of the events set out in paragraph 2 of Schedule 10.3 of the Franchise Agreement;

**'Franchise Agreement'** means the Agreement and the Conditions Precedent Agreement (which together constitute a single agreement which is a "franchise agreement" for the purposes of the Railways Act 1993 and any regulations or orders made thereunder) which was entered into between ARN and the Secretary of State on 22 December 2015;

**'Franchise'** means the rights tendered by the Secretary of State in February 2015 to operate railway passenger services over the routes prescribed in paragraph 2.2 of Schedule 1.6 (Franchise Services) of the Franchise Agreement;

**'Franchise Documents'** means: (a) the Franchise Agreement, Train Service Requirement (as defined in the Franchise Agreement), Funding Deed (as defined in the Franchise Agreement) and Conditions Precedent Agreement; and (b) any other agreement signed by ARN at the time of the award of the Franchise which is in the possession of the Secretary of State and which is notified by the Secretary of State to ARN as being required for publication;

**'Franchise Services'** means such of the Passenger Services (as defined in the Franchise Agreement), the Light Maintenance Services (as defined in the Franchise Agreement), the Station Services (as defined in the Franchise Agreement) and the Ancillary Services (as defined in the Franchise Agreement) as ARN may provide or operate from time to time, including any of such services as ARN may delegate or subcontract or otherwise secure through any other person from time to time in accordance with the Franchise Agreement;

**'Key Personnel'** means those persons identified by ARN in accordance with paragraph 2.1 of Schedule 11 (Agreement Management Provisions) of the Franchise Agreement;

**'Key Staff'** means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business (including but not limited to those listed in the Key Contacts List (as defined in the Franchise Agreement));

**'Merger Transaction'** means the Merger Transaction by which ARN and the Northern Franchise Operator have ceased to be distinct within the meaning of section 23 of the Act;

**'Monitoring Trustee'** means the monitoring trustee appointed pursuant to any Directions issued by the CMA pursuant to this Order.

**‘Northern Franchise Business’** means the business carried out by the ARN, comprising the Franchise Services insofar as they relate to the Specified Routes and Transport Networks as at the Commencement Date;

**‘Ordinary Course of Business’** means matters connected to the day-to-day supply of goods and/or services by Northern Franchise or Arriva and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of Northern Franchise Business and Arriva subject to paragraphs 6 and 7 of this Order.

**‘Passenger Facing Obligations’** means the obligations specified in Schedule 1.4 of the Franchise Agreement;

**‘Schedule of Initiatives’** and **‘Arriva Rail North Limited - Delivery Plan Initiative Extracts’** means the documents referred to at paragraph 8(c) of this Order;

**‘Specified Period’** means the period beginning on the Commencement Date and terminating when the reference is finally determined in accordance with section 79(1) and (2) of the Act;

**‘Specified Routes and Transport Networks’** means each entire bus service route or rail overlap flows or transport network serviced by Arriva, ARN or the Northern Franchise Operator as represented in Schedule 1 of this Order based on the information provided by Arriva;

**‘Subsidiary’**, unless otherwise stated, has the meaning given by section 1159 of the Companies Act 2006;

**‘Two Businesses’** means the Arriva Business and the Northern Franchise Business;

**‘Working Days’** means any day which is not a Saturday, a Sunday or a day which is a bank holiday in England and Wales.

unless the context requires otherwise, the singular shall include the plural and vice versa.

24. Any word or expression used in this Order or the recitals to this Order shall, unless otherwise defined herein and/or the context otherwise requires, have the same meaning as in the Act.
25. The word ‘including’ shall mean including without limitation or prejudice to the generality of any description, definition, term of phrase preceding that word, and the word ‘include’ and its derivatives shall be construed accordingly.

26. The headings used in this Order are for convenience and shall have no legal effect.
27. References to any statute or statutory provision shall be construed as references to that statute or statutory provision as amended, re-enacted or modified whether by statute or otherwise.
28. References to recitals, paragraphs, subparagraphs, appendices, parts and schedules are references to the recitals to, paragraphs and subparagraphs of, appendices, parts and schedules to the Order unless otherwise stated.
29. Unless the context requires otherwise, the singular shall include the plural and vice versa and references to persons include bodies of persons whether corporate or incorporate.

Phil Evans  
*Inquiry Chair*

**Schedule 1: Specified Routes and Transport Networks**



## Compliance statement for Arriva/ARN

I [insert name] confirm on behalf of Arriva/ARN that:

### Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
  - (a) Arriva and ARN have complied with the Interim Order made by the CMA in relation to the Transaction on 1 July 2016 (**the Order**).
  - (b) Arriva's and ARN's Subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of this Order, and except with the prior written consent of the CMA:
  - (a) No action has been taken by Arriva and ARN that might prejudice thereference or impede the taking of any action by the CMA which may be justified by the CMA's Decisions on the Reference, including any action which might:
    - (i) lead to the integration of the Northern Franchise Business with the Arriva Business;
    - (ii) transfer the ownership or Control of the Arriva Business or the Northern Franchise Business or any of their Subsidiaries;
    - (iii) otherwise impair the ability of the Northern Franchise Business or the Arriva Business to compete independently in any of the markets affected by the Transaction; and
    - (iv) frustrate compliance with this Order.
3. Without prejudice to the generality of paragraph 4 and subject to paragraph 3 of this Order, and except with the prior written consent of the CMA:
  - (a) The Northern Franchise Business has been carried on separately from the Arriva Business and the Northern Franchise Business's separate service, route, sales or brand identity has been maintained.
  - (b) The Northern Franchise Business and the Arriva Business have been maintained as a going concern and sufficient resources have been made available for the development of the Northern Franchise Business and the Arriva Business, on the basis of the bid submitted by ARN for the

Northern Franchise, the Franchise Documents, and the pre-merger Business Plan(s) respectively.

- (c) There has been no integration of the information technology of the Northern Franchise Business or Arriva Business, and the software and hardware platforms of the Northern Franchise Business have remained essentially unchanged, except for routine changes and maintenance.
- (d) Subject to integration which had occurred prior to the Commencement Date, the supplier lists of the Northern Franchise Business and the Arriva Business have been operated and updated separately and any negotiations with any existing or potential suppliers in relation to the Northern Franchise Business have been carried out by the Northern Franchise Business alone and, for the avoidance of doubt, the Arriva Business has not negotiated on behalf of the Northern Franchise Business (and vice versa) or entered into any joint agreements with the Northern Franchise Business (and vice versa).
- (e) All existing contracts of the Northern Franchise Business and the Arriva Business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the Commencement Date.
- (f) Except as permitted by this Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to the Northern Franchise Business, has passed, directly or indirectly, from the Northern Franchise Business (or any of its employees, directors, agents or Affiliates) to the Arriva Business (or any of its employees, directors, agents or Affiliates) except i) where strictly necessary in the Ordinary Course of Business (for example, where required for compliance with external regulatory and/or accounting obligations) or ii) where strictly necessary for the purposes of any actions contemplated by paragraph 8 of this Order; and on the basis that, should the transaction be prohibited, any records or copies (electronic or otherwise) of such information (including information that has passed vice versa, i.e. from Arriva to the Northern Franchise Business) that have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed to the extent that such destruction is practicable.
- (g) Except in the Ordinary Course of Business for the separate operation of the Northern Franchise Business as defined in the Order:

- (i) no substantive changes have been made to the organisational structure of, or the management responsibilities within the Northern Franchise Business or the Arriva Business;
  - (ii) the nature, description, range and quality of goods and/or services supplied in the UK by each of the Northern Franchise Business and the Arriva Business as at the Commencement Date have been maintained and preserved;
  - (iii) all of the assets of the Northern Franchise Business and the Arriva Business have been maintained and preserved, including facilities and goodwill, as at the start of the Relevant Period;
  - (iv) none of the assets of the Northern Franchise Business or the Arriva Business are disposed of; and
  - (v) no interest in the assets of the Northern Franchise Business or the Arriva Business has been created or disposed of.
- (h) Except as listed in paragraph (i) below, there have been no:
- (i) requests for Secretary of State consent pursuant to the Franchise Agreement;
  - (ii) notices to the Secretary of State of a breach of the terms of the Franchise Agreement;
  - (iii) Events of Default;
  - (iv) interruptions of the Northern Franchise Business or the Arriva Business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the Ordinary Course of Business for more than 24 hours;
  - (v) substantial passenger volumes won or lost or substantial changes to the passenger tickets and/or terms for the Northern Franchise Business or the Arriva Business; or
  - (vi) substantial changes in the Northern Franchise or Arriva Business's contractual arrangements or relationships with key suppliers.
- (i) [list of material developments]

4. Arriva/ARN and their Subsidiaries remain in full compliance with the requirements under paragraphs 6 and 7 of the Order.



5. Arriva/ARN and their Subsidiaries remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Northern Franchise Business and the Arriva Business in accordance with paragraph 11 of the Order.

**Interpretation**

6. Terms defined in the Order have the same meaning in this compliance statement.

FOR AND ON BEHALF OF ARRIVA/ARN and their Subsidiaries

Signature .....

Name .....

Title .....

Date .....