



Claim no. CR-2020-MAN-000925

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES AND INSOLVENCY LIST

CR-2020-MAN-000925

IN THE MATTERS OF ALISSA HEALTHCARE RESEARCH LIMITED (05848896) AND ALISSA
HEALTHCARE HOLDINGS LIMITED (11006996)

AND IN THE MATTER OF THE COMPANY DIRECTORS DISQUALIFICATION ACT 1986

BEFORE DISTRICT JUDGE OBODAI

BETWEEN

ROBIN DAVIES

Claimant

and

THE COMPETITION AND MARKETS AUTHORITY

Defendant

ORDER

UPON reading the notice of application issued by the Claimant under s.9B and 17 of the Company Directors Disqualification Act 1986 on 29 October 2020 (the **Application**)

AND UPON hearing Counsel for the parties at the hearing held remotely on 10 November 2020

IT IS ORDERED THAT:

1. Pursuant to s.9B and 17 of the Company Directors Disqualification Act 1986, the Claimant shall have permission to act as a director and take part in the management of Alissa Healthcare Research Limited (company number 05848896) and Alissa Healthcare Holdings Limited (company number 11006996) (together, the **Companies**) for the period of two years commencing on 24 November 2020 (the **Permission**).
2. The above Permission shall be conditional on the Claimant maintaining the following compliance measures in respect of the Companies throughout the period of the Permission:

- a. Maintaining the statement of commitment to competition law compliance (as set out at **page 5 of RD1**) on any website maintained by any of the Companies from time to time;
 - b. Maintaining the 'Disciplinary Policy & Procedure' (as set out at **pages 6 to 12 of RD1**) as part of the contract for all existing and new employees of any of the Companies;
 - c. Providing annual competition law compliance training for new joiners and existing staff of each of the Companies (in accordance with the slides set out at **pages 13 to 33 of RD1**, which should be updated each year by Alissa's external legal advisors).
3. The above Permission shall also be conditional on the appointment of Bill Ray as non-executive director of each of the Companies on terms including the following:
 - a. The appointment shall be for the total period of the Permission;
 - b. Within one month of appointment, Mr Ray shall undergo a short intensive programme of competition law compliance training and familiarisation delivered by suitable external legal advisers;
 - c. Mr Ray shall commit to work two working days per month at the rate agreed between the Companies and Mr Ray;
 - d. Mr Ray shall have specific responsibility for competition law compliance matters within Alissa;
 - e. Mr Ray shall have the right and responsibility to review relevant papers, make enquiries of the business and its management, attend board meetings and provide guidance; and
 - f. Mr Ray shall have such budget as is reasonably necessary to enable him to refer *ad hoc* competition and other regulatory compliance queries to suitable external legal advisers, to ensure that he is fully able – on an ongoing basis – to discharge his supervisory and advisory functions effectively and on a properly supported basis.
4. Upon being informed that Mr Ray is unwell or will be otherwise unavailable to perform his duties for a period exceeding a month, the Claimant shall inform the Defendant and make alternative arrangements. Such arrangements must be notified to the Defendant and this Court within one month of such notification from Mr Ray.

5. If, at any time, any condition in paragraphs 2-3 above is not satisfied (subject, in the case of paragraph 3, to paragraph 4), the Permission hereby granted shall cease and shall not, without further order of the court, be capable of reinstatement by the subsequent fulfilment of the condition, save that if an application for permission to continue notwithstanding breach is issued not more than 14 days after the Claimant has knowledge of the relevant breach (and served on the Defendant as soon as practicable), the Permission shall continue until determination of the application, or further order in the meantime.
6. The Claimant shall make no public statement in respect of these proceedings unless such statement has been agreed in advance by the Defendant.
7. The Claimant shall, by 4.00 p.m. on 27 November 2020, pay the Defendant's costs of the Claim, in the agreed sum of £2,630.80.

Date: 23 November 2020