

ACQUISITION BY CVS GROUP PLC OF QUALITY PET CARE LTD

Initial Enforcement Order made by the Competition and Markets Authority pursuant to section 72(2) of the Enterprise Act 2002 (the Act)

Whereas:

- (a) the Competition and Markets Authority (**CMA**) has reasonable grounds for suspecting that it is or may be the case that CVS Group plc, including its subsidiary CVS (UK) Limited (together with CVS Group plc, **CVS**), and Quality Pet Care Ltd (**Quality Pet Care**), trading as The Vet, have ceased to be distinct;
- (b) the CMA is considering, pursuant to section 22 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 any 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; and
- (d) the circumstances set out in section 72(6) of the Act do not apply and 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 72(2) of the Act the CMA makes the following order addressed to CVS and Quality Pet Care (the **Order**).

Commencement, application and scope

1. This Order commences on the commencement date: 22 September 2021.
2. This Order applies to CVS and Quality Pet Care.

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 CVS or Quality Pet Care 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 CVS and the Quality Pet Care businesses until determination of proceedings

4. Except with the prior written consent of the CMA, CVS and Quality Pet Care shall not, during the specified period, take any action which might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action under the Act by the CMA which may be justified by the CMA's decisions on such a reference, including any action which might:
 - (a) lead to the integration of the Quality Pet Care business with the CVS business;
 - (b) transfer the ownership or control of the CVS business or the Quality Pet Care business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Quality Pet Care business or the CVS business to compete independently in any of the markets affected by the transaction.
5. Further and without prejudice to the generality of paragraph 4 and subject to paragraph 3, CVS and Quality Pet Care shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the Quality Pet Care business is carried on separately from the CVS business and the Quality Pet Care business' separate sales or brand identity is maintained;
 - (b) the Quality Pet Care business and the CVS business are maintained as a going concern and sufficient resources are made available for the development of the Quality Pet Care business and the CVS business, on the basis of their respective pre-merger business plans;
 - (c) except in the ordinary course of business, no substantive changes are made to the organisational structure of, or the management responsibilities within, the Quality Pet Care business or the CVS business;
 - (d) the nature, description, range and quality of products and/or services supplied in the UK by each of the two businesses are maintained and preserved;

- (e) except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Quality Pet Care business and the CVS business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Quality Pet Care business or the CVS business are disposed of; and
 - (iii) no interest in the assets of the Quality Pet Care business or the CVS business is created or disposed of;
- (f) there is no integration of the information technology of the Quality Pet Care or CVS businesses, and the software and hardware platforms of the Quality Pet Care business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the two businesses shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Quality Pet Care business will be carried out by the Quality Pet Care business alone and for the avoidance of doubt the CVS business will not negotiate on behalf of the Quality Pet Care business (and vice versa) or enter into any joint agreements with the Quality Pet Care business (and vice versa);
- (h) all existing contracts of the Quality Pet Care business and the CVS business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Quality Pet Care business or the CVS business;
- (j) no key staff are transferred between the Quality Pet Care business and the CVS business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Quality Pet Care business and the CVS business; and
- (l) no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses shall pass, directly or indirectly, from the Quality Pet Care business (or any of its employees, directors, agents or affiliates) to the CVS business (or any of its employees, directors, agents or affiliates), or vice versa, except where

strictly necessary in the ordinary course of business (including, for example, where required for compliance with external regulatory and/or accounting obligations or for due diligence, integration planning or the completion of any merger control proceedings relating to the transaction) and on the basis that, should the transaction be prohibited, any records or copies (electronic or otherwise) of such information that have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed.

Compliance

6. CVS and Quality Pet Care shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
7. CVS and Quality Pet Care 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 CVS and Quality Pet Care and their subsidiaries with this Order. In particular, on 6 October 2021 and subsequently every two weeks the Chief Executive Officer of each of CVS and Quality Pet Care or other persons of CVS and Quality Pet Care as agreed with the CMA shall, on behalf of CVS and Quality Pet Care, provide a statement to the CMA in the form set out in the Annex A and Annex B to this Order respectively, confirming compliance with this Order.
8. At all times, CVS and Quality Pet Care shall, or shall procure that Quality Pet Care shall, actively keep the CMA informed of any material developments relating to the Quality Pet Care business or the CVS business, which includes but is not limited to:
 - (a) details of key staff who leave or join the Quality Pet Care business or the CVS business;
 - (b) any interruption of the Quality Pet Care business or CVS business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented them from operating in the ordinary course of business for more than 24 hours;
 - (c) all substantial customer volumes won or lost or substantial changes to the customer contracts for the Quality Pet Care business or CVS business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Quality Pet Care business or CVS business' contractual arrangements or relationships with key suppliers.

9. If CVS or Quality Pet Care has any reason to suspect that this Order might have been breached they shall immediately notify the CMA and any monitoring trustee that CVS and Quality Pet Care may be directed to appoint under paragraph 10.
10. 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.
11. CVS and Quality Pet Care shall comply in so far as they are able 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.

Interpretation

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

'the Act' means the Enterprise Act 2002;

'an 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;

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

'commencement date' means 22 September 2021;

'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;

'CVS' means CVS Group plc, a public limited company incorporated under the Companies Act 2006, registered at CVS House, Owen Road, Diss, Norfolk, United Kingdom, IP22 4ER with company number 06312831.

'the CVS business' means the business of CVS and its direct and indirect subsidiaries (including for the avoidance of doubt CVS (UK) Limited) but

excluding the Quality Pet Care business, carried on as at the commencement date;

'the decisions' means the decisions of the CMA on the questions which it is required to answer by virtue of section 35 of the Act;

'key staff' means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business;

'the ordinary course of business' means matters connected to the day-to-day supply of products and/or services by Quality Pet Care business or the CVS business and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of the Quality Pet Care business and the CVS business;

'specified period' means the period beginning on the commencement date and terminating in accordance with section 72(6) of the Act;

'subsidiary', unless otherwise stated, has the meaning given by section 1159 of the Companies Act 2006;

'Quality Pet Care' means Quality Pet Care Ltd, a company incorporated under the Companies Act 2006, registered at One Crown Square, Church Street East, Working, United Kingdom, GU21 6HR, with company number 08249167;

'the Quality Pet Care business' means the business of Quality Pet Care, trading as The Vet, and its direct and indirect subsidiaries carried on as at the commencement date;

'the transaction' means the transaction by which, CVS, through its subsidiary CVS (UK) Limited, acquired Quality Pet Care from Bridges Fund Management Limited on 19 August 2021;

'the two businesses' means the CVS business and the Quality Pet Care business;

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

Elie Yoo
Assistant Director, Mergers

Compliance statement for CVS

I [insert name] confirm on behalf of CVS that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) CVS has complied with the Order made by the CMA in relation to the transaction on 22 September 2021 (the **Order**).
 - (b) CVS' subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by CVS that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the Quality Pet Care business with the CVS business;
 - (ii) transfer the ownership or control of the CVS business or the Quality Pet Care business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Quality Pet Care business or the CVS business to compete independently in any of the markets affected by the transaction.
 - (b) The Quality Pet Care business has been carried on separately from the CVS business and the Quality Pet Care business' separate sales or brand identity has been maintained.
 - (c) The Quality Pet Care business and the CVS business have been maintained as a going concern and sufficient resources have been made available for the development of the Quality Pet Care business and the CVS business, on the basis of their respective pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the Quality Pet Care business or the CVS business, except in the ordinary course of business.

- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the Quality Pet Care business and the CVS business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Quality Pet Care business and the CVS business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Quality Pet Care business or the CVS business have been disposed of; and
 - (iii) no interest in the assets of the Quality Pet Care business or the CVS business has been created or disposed of.
- (g) There has been no integration of the information technology of the Quality Pet Care business or the CVS businesses, and the software and hardware platforms of the Quality Pet Care business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Quality Pet Care business have been carried out by the Quality Pet Care business alone and, for the avoidance of doubt, the CVS business has not negotiated on behalf of the Quality Pet Care business (and vice versa) or entered into any joint agreements with the Quality Pet Care business (and vice versa).
- (i) All existing contracts of the Quality Pet Care business and the CVS 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.
- (j) No changes have been made to key staff of the Quality Pet Care business or the CVS business.
- (k) No key staff have been transferred between the Quality Pet Care business and the CVS business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Quality Pet Care business and the CVS business.

- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the Quality Pet Care business (or any of its employees, directors, agents or affiliates) to the CVS business (or any of its employees, directors, agents or affiliates), or vice versa.
- (n) Except as listed in paragraph (o) below, there have been no:
 - (i) key staff that have left or joined the Quality Pet Care business or the CVS business;
 - (ii) interruptions of the Quality Pet Care business or the CVS business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented them from operating in the ordinary course of business for more than 24 hours;
 - (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the Quality Pet Care business or the CVS business; or
 - (iv) substantial changes in the Quality Pet Care business or the CVS business' contractual arrangements or relationships with key suppliers.
- (o) [list of material developments]

3. CVS and its subsidiaries remain in full compliance with the Order and will, or will procure that Quality Pet Care, continue actively to keep the CMA informed of any material developments relating to the Quality Pet Care business or the CVS business in accordance with paragraph 8 of the Order.

Interpretation

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

I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in

fines, imprisonment for a term not exceeding two years, or both (section 117 of the Enterprise Act 2002).

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed (section 94A of the Enterprise Act 2002).

FOR AND ON BEHALF OF CVS

Signature

Name

Title

Date

Compliance statement for Quality Pet Care

I [insert name] confirm on behalf of Quality Pet Care that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Quality Pet Care has complied with the Order made by the CMA in relation to the transaction on 22 September 2021 (the **Order**).
 - (b) Quality Pet Care's subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by Quality Pet Care that might prejudice a reference of the transaction under section 22 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the Quality Pet Care business with the CVS business;
 - (ii) transfer the ownership or control of the CVS business or the Quality Pet Care business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Quality Pet Care business or the CVS business to compete independently in any of the markets affected by the transaction.
 - (b) The Quality Pet Care business has been carried on separately from the CVS business and the Quality Pet Care business' separate sales or brand identity has been maintained.
 - (c) The Quality Pet Care business has been maintained as a going concern and sufficient resources have been made available for the development of the Quality Pet Care business on the basis of its respective pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the Quality Pet Care business, except in the ordinary course of business.

- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the Quality Pet Care business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the Quality Pet Care business and the CVS business:
 - (i) all of the assets of the Quality Pet Care business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Quality Pet Care business have been disposed of; and
 - (iii) no interest in the assets of the Quality Pet Care business has been created or disposed of.
- (g) There has been no integration of the information technology of the Quality Pet Care business or CVS businesses, and the software and hardware platforms of the Quality Pet Care business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Quality Pet Care business have been carried out by the Quality Pet Care business alone and, for the avoidance of doubt, the CVS business has not negotiated on behalf of the Quality Pet Care business (and vice versa) or entered into any joint agreements with the Quality Pet Care business (and vice versa).
- (i) All existing contracts of the Quality Pet Care business have been serviced by the Quality Pet Care business, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the Quality Pet Care business.
- (k) No key staff have been transferred between the Quality Pet Care business and the CVS business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Quality Pet Care business.
- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other

information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the Quality Pet Care business (or any of its employees, directors, agents or affiliates) to the CVS business (or any of its employees, directors, agents or affiliates), or vice versa.

- (n) Except as listed in paragraph (o) below, there have been no:
- (i) key staff that have left or joined the Quality Pet Care business;
 - (ii) interruptions of the Quality Pet Care 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;
 - (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the Quality Pet Care business; or
 - (iv) substantial changes in the Quality Pet Care business' contractual arrangements or relationships with key suppliers.

(o) [list of material developments]

3. Quality Pet Care and its subsidiaries remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Quality Pet Care business in accordance with paragraph 8 of the Order.

Interpretation

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

I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **finest, imprisonment for a term not exceeding two years, or both** (section 117 of the Enterprise Act 2002).

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by

the person on whom the penalty is imposed (section 94A of the Enterprise Act 2002).

FOR AND ON BEHALF OF Quality Pet Care

Signature

Name

Title

Date