

**COMPLETED ACQUISITION BY BOPARAN PRIVATE OFFICE, VIA
AMBER REI HOLDINGS LIMITED, OF BANHAM POULTRY (2018)
LIMITED**

**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 enterprises conducted by Ranjit Boparan and Baljinder Boparan, including Amber REI Holdings Limited (**AREIL**) and Boparan Holdco Limited (**BHL**), and Banham Poultry (2018) Limited (**Banham**) 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 Ranjit Boparan, Baljinder Boparan, AREIL, BHL (together, **Boparan**) and Banham (Order).

Commencement, application and scope

1. This Order commences on the commencement date: 3 November 2021.

2. This Order applies to Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham.
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 Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham 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 Boparan and Banham businesses until determination of proceedings

4. Except with the prior written consent of the CMA, Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham 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 Banham business with the Boparan businesses;
 - (b) transfer the ownership or control of the Boparan businesses or the Banham business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Boparan businesses or the Banham 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, Boparan and Banham shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the Banham business is carried on separately from the Boparan businesses and the Banham business' separate sales or brand identity is maintained;
 - (b) the Banham business and the Boparan businesses are maintained as a going concern and sufficient resources are made available for the development of the Banham business and the Boparan businesses, 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 Banham business or the Boparan businesses;

- (d) the nature, description, range and quality of goods 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 Banham business and the Boparan businesses are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Banham business or the Boparan businesses are disposed of; and
 - (iii) no interest in the assets of the Banham business or the Boparan businesses is created or disposed of;
- (f) there is no integration of the information technology of the Banham or Boparan businesses, and the software and hardware platforms of the Banham 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 Banham business will be carried out by the Banham business alone and for the avoidance of doubt the Boparan businesses will not negotiate on behalf of the Banham business (and vice versa) or enter into any joint agreements with the Banham business (and vice versa);
- (h) all existing contracts of the Banham business and the Boparan businesses continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Banham business or Boparan businesses;
- (j) no key staff are transferred between the Banham business and the Boparan businesses;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Banham business and the Boparan businesses; 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 Banham business (or any of its employees,

directors, agents or affiliates) to the Boparan businesses (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. Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
7. Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham 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 Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham and their subsidiaries with this Order. In particular, on 17 November 2021 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) Ranjit Boparan, Baljinder Boparan, as well as the Chief Executive Officer of AREIL, BHL and Banham or other persons of AREIL, BHL and Banham as agreed with the CMA shall, on behalf of AREIL, BHL and Banham, provide a statement to the CMA in the form set out in the Annex to this Order confirming compliance with this Order.
8. At all times, Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham shall actively keep the CMA informed of any material developments relating to the Banham business or the Boparan businesses, which includes but is not limited to:
 - (a) details of key staff who leave or join the Banham business or the Boparan businesses;
 - (b) any interruption of the Banham or Boparan businesses (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented it 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 Banham or Boparan businesses including any substantial changes in customers' demand; and
 - (d) substantial changes in the Banham or Boparan businesses's contractual arrangements or relationships with key suppliers.
9. If Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham 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. Ranjit Boparan, Baljinder Boparan, AREIL, BHL and Banham 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;

'AREIL' means Amber REI Holdings Limited a UK private limited company, registered at Companies House, with company number 07191982;

'Banham' means Banham Poultry (2018) Limited a UK private limited company, registered at Companies House, with company number 11606211;

'the Banham business' means the business of Banham and its subsidiaries carried on as at the commencement date;

'BHL' means Boparan Holdco Limited a UK private limited company, registered at Companies House, with company number 07495915;

'the Boparan businesses' means the businesses of Ranjit Boparan, Baljinder Boparan, AREIL and its subsidiaries, BHL and its subsidiaries, but excludes the Banham business, carried on as at the commencement date;

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

'commencement date' means 3 November 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;

'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 goods and/or services by Banham or Boparan and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of Banham and Boparan;

'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;

'the transaction' means the transaction by which Boparan and Banham have ceased to be distinct within the meaning of section 23 of the Act;

'the two businesses' means the Boparan business and the Banham business;

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

Signature:

Faye Fullalove Assistant Director, Mergers

Compliance statement for [Ranjit Boparan/ Baljinder Boparan/ BHL/ AREIL]

I [insert name] confirm on behalf of each of [Ranjit Boparan/ Baljinder Boparan/ BHL/ AREIL] *[delete as appropriate here and whenever else in the statement]* that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) [Ranjit Boparan/ Baljinder Boparan/ BHL/ AREIL] has complied with the Order made by the CMA in relation to the transaction on 3 November 2021 (the Order).
 - (b) [Ranjit Boparan/ Baljinder Boparan/ BHL/ AREIL]'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 [Ranjit Boparan/ Baljinder Boparan/ BHL/ AREIL] 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 Banham business with the Boparan businesses;
 - (ii) transfer the ownership or control of the Boparan businesses or the Banham business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Banham business or the Boparan businesses to compete independently in any of the markets affected by the transaction.
 - (b) The Banham business has been carried on separately from the Boparan businesses and the Banham business's separate sales or brand identity has been maintained.
 - (c) The Banham business and the Boparan businesses have been maintained as a going concern and sufficient resources have been made

available for the development of the Banham business and the Boparan businesses, 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 Banham business or the Boparan businesses, 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 Banham business and the Boparan businesses 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 Banham business and the Boparan businesses, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Banham business or the Boparan businesses have been disposed of; and
 - (iii) no interest in the assets of the Banham business or the Boparan businesses has been created or disposed of.
- (g) There has been no integration of the information technology of the Banham or Boparan businesses, and the software and hardware platforms of the Banham 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 Banham business have been carried out by the Banham business alone and, for the avoidance of doubt, the Boparan businesses have not negotiated on behalf of the Banham business (and vice versa) or entered into any joint agreements with the Banham business (and vice versa).
- (i) All existing contracts of the Banham business and the Boparan businesses 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 Banham business or the Boparan businesses.

- (k) No key staff have been transferred between the Banham business and the Boparan businesses.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Banham business and the Boparan businesses.
- (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 Banham business (or any of its employees, directors, agents or affiliates) to the Boparan businesses (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 Banham business or the Boparan businesses;
 - (ii) interruptions of the Banham business or the Boparan businesses (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 Banham business or the Boparan businesses; or
 - (iv) substantial changes in the Banham or Boparan businesses's contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. [Ranjit Boparan/ Baljinder Boparan/ BHL/ AREIL]and its subsidiaries remain in full compliance with the Order and will, or will procure that Banham, continue actively to keep the CMA informed of any material developments relating to the Banham or the Boparan businesses 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:

5. 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 **fining, imprisonment for a term not exceeding two years, or both.** (Section 117 of the Enterprise Act 2002.)

6. 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 [RANJIT BOPARAN/ BALJINDER BOPARAN/ BHL/ AREIL]

Signature

Name

Title

Date

Compliance statement for Banham

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

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Banham has complied with the Order made by the CMA in relation to the transaction on 3 November 2021 (the Order).
 - (b) Banham'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 Banham 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 Banham business with the Boparan businesses;
 - (ii) transfer the ownership or control of the Boparan businesses or the Banham business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Banham business or the Boparan businesses to compete independently in any of the markets affected by the transaction.
 - (b) The Banham business has been carried on separately from the Boparan businesses and the Banham business's separate sales or brand identity has been maintained.
 - (c) The Banham business and the Boparan businesses have been maintained as a going concern and sufficient resources have been made available for the development of the Banham business and the Boparan businesses, 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 Banham business or the Boparan businesses, 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 Banham business and the Boparan businesses 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 Banham business and the Boparan businesses, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Banham business or the Boparan businesses have been disposed of; and
 - (iii) no interest in the assets of the Banham business or the Boparan businesses has been created or disposed of.
- (g) There has been no integration of the information technology of the Banham or Boparan businesses, and the software and hardware platforms of the Banham 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 Banham business have been carried out by the Banham business alone and, for the avoidance of doubt, the Boparan businesses have not negotiated on behalf of the Banham business (and vice versa) or entered into any joint agreements with the Banham business (and vice versa).
- (i) All existing contracts of the Banham business and the Boparan businesses 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 Banham business or the Boparan businesses.
- (k) No key staff have been transferred between the Banham business and the Boparan businesses.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Banham business and the Boparan businesses.

- (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 Banham business (or any of its employees, directors, agents or affiliates) to the Boparan businesses (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 Banham business or the Boparan businesses;
 - (ii) interruptions of the Banham business or the Boparan businesses (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 Banham business or the Boparan businesses; or
 - (iv) substantial changes in the Banham or Boparan businesses's contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. Banham and its subsidiaries remain in full compliance with the Order and will, or will procure that Banham, continue actively to keep the CMA informed of any material developments relating to the Banham or the Boparan businesses 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:

5. 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.)

6. 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 BANHAM

Signature

Name

Title

Date