

**DEROGATION LETTER  
IN RESPECT OF INITIAL ENFORCEMENT ORDERS ISSUED PURSUANT TO  
SECTION 72(2) ENTERPRISE ACT 2002**

**Consent under section 72(3C) of the Enterprise Act 2002 (the ‘Act’) to certain actions for the purposes of the Initial Enforcement Order made by the Competition and Markets Authority (‘CMA’) on 3 November 2021.**

**Completed acquisition by Boparan Private Office, via Amber REI Holdings Limited, of Banham Poultry (2018) Limited (the ‘Acquisition’).**

We refer to your email and accompanying note dated 2 February 2022 requesting that the CMA consents to a derogation from the Initial Enforcement Order of 3 November 2021 (the ‘**Initial Order**’). Unless otherwise stated, the terms defined in the Initial Order have the same meaning in this letter.

Under the Initial Order, save for written consent by the CMA, Boparan and Banham are required to hold separate the Banham business from any of the businesses of Boparan and refrain from taking any action which might prejudice a reference under section 22 of the Act or impede the taking of any remedial action following such a reference.

After due consideration of your request for derogations from the Initial Order, based on the information received from you and in the particular circumstances of this case, the CMA consents to Boparan carrying out the following actions, in respect of the specific paragraphs:

**1. Paragraphs 5(c) and 5(i) – recruitment of a new [X]**

The CMA understands that [X], currently has responsibility for [X]. Boparan submits that in order to allow [X], Boparan is looking to [X]. The CMA further understands that no decisions have been made in relation to any prospective candidates to fill the newly created role, but that a recruitment process has been initiated and [X], subject to receipt of consent from the CMA.

The CMA consents to a derogation from paragraphs 5(c) and 5(i) of the Initial Order to permit the above strictly on the basis that:

- (a) The new candidate recruited will have the necessary experience and expertise to assume their role.

- (b) Boparan will ensure a smooth handover of responsibilities.
- (c) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (d) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

## **2. Paragraph 5(c) – changes to the responsibilities of [X]**

The CMA understands that [X], a current member of the [X], handed in [X].

Boparan submits that it does not consider it is necessary to recruit a replacement for [X]. It further submits that [X] is well-suited to take on these duties, with the necessary expertise and skills given [X] is currently a member of [X]. [X]. The CMA understands that [X]. The CMA further understands that the remainder of [X].

The CMA consents to a derogation from paragraph 5(c) of the Initial Order to permit the above strictly on the basis that:

- (a) [X] has the necessary experience and expertise to assume the role.
- (b) Boparan will ensure a smooth handover of responsibilities.
- (c) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (d) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

## **3. Paragraph 5(c) – recruitment of a new [X]**

The CMA understands that [X]. [X].

The CMA further understands that Boparan is now looking to initiate the recruitment process to appoint a successor to this role. The CMA consents to a derogation from paragraph 5(c) of the Initial Order to permit the above strictly on the basis that:

- (a) The new candidate recruited will have the necessary experience and expertise to assume their role.
- (b) Boparan will ensure a smooth handover of responsibilities.

- (c) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (d) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

#### **4. Paragraph 5(c) – appointment of a new [X]**

The CMA understands that [X] before the Initial Order was imposed. [X]. [X].

2Agriculture proposes to replace [X] with [X]. The CMA understands that [X].

The CMA consents to a derogation from paragraph 5(c) of the Initial Order to permit the above strictly on the basis that:

- (a) [X] has the necessary experience and expertise to assume the role of [X].
- (b) The external candidate who will become [X] will have the necessary experience and expertise for the role.
- (c) Boparan will ensure a smooth handover of responsibilities.
- (d) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (e) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

#### **5. Paragraph 5(l) – receipt of certain Banham financial information [X]**

The CMA understands that [X].

Boparan submits that, as a result of [X] will require access to the Strictly Necessary Financial Information in relation to Banham specified in the derogation consent received from the CMA on 15 December 2021. Boparan further submits that [X] is aware of the strict conditions of confidentiality on which the Strictly Necessary Financial Information in relation to Banham must be provided and would sign a non-disclosure agreement in the form already agreed with the CMA.

The CMA consents to a derogation from paragraph 5(l) of the Initial Order to add [X] name to the list of individuals at Annex 1 of the 15 December 2021 derogation consent detailing the members of the BPO central finance team who may receive the Strictly

Necessary Financial Information in relation to Banham. The CMA consents to this derogation strictly on the basis that:

- (a) The Banham information provided to [REDACTED] will be limited to the Strictly Necessary Financial Information, and will be provided only under the templates provided to the CMA on 19 November 2021, and approved by the CMA subject to the edits specified in the email from the CMA on 26 November 2021 at 17:23.
- (b) [REDACTED] will enter into a non-disclosure agreement in a form approved by the CMA on 15 December 2021.
- (c) Should the Acquisition be prohibited or if Boparan is required to divest all, or part of, the Banham business, [REDACTED] will ensure that any records or copies (electronic or otherwise) of business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature, wherever they may be held, that were received from Banham for the purposes of this derogation will be returned to Banham and any copies destroyed, except to the extent that record retention is required by law or regulation.
- (d) This derogation will not result in any integration between the Banham business and the Boparan businesses.
- (e) This derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

## **6. Paragraphs 5(c) and 5(i) – changes to the [REDACTED]**

The CMA understands that discussions are currently under way in relation to the addition of a new role in the [REDACTED]. [REDACTED]. It is proposed that [REDACTED]. [REDACTED] current role and responsibilities would be taken on by a new [REDACTED]. The new role will also [REDACTED].

The CMA consents to a derogation from paragraphs 5(c) and 5(i) of the Initial Order to permit the above strictly on the basis that:

- (a) Boparan will recruit a new [REDACTED] as soon as practicable.
- (b) The new [REDACTED] will have the necessary experience and expertise to assume the role.
- (c) Boparan will ensure a smooth handover of responsibilities.
- (d) The grant of this derogation will not result in any integration between the Banham

business and the Boparan businesses.

- (e) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

#### **7. Paragraphs 5(c) and 5(i) – recruitment of a new [X]**

The CMA understands that [X]. The CMA further understands that the reason for [X]. [X].

The CMA understands that [X] intends to recruit a replacement for [X]. The CMA consents to a derogation from paragraphs 5(c) and 5(i) of the Initial Order to permit the above strictly on the basis that:

- (a) The new candidate recruited will have the necessary experience and expertise to assume their role.
- (b) Boparan will ensure a smooth handover of responsibilities.
- (c) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (d) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

#### **8. Paragraphs 5(c) and 5(i) – recruitment of a new [X]**

The CMA understands that [X]. [X]. The CMA further understands that [X].

The CMA understands that [X] intends to recruit a replacement for [X]. The CMA consents to a derogation from paragraphs 5(c) and 5(i) of the Initial Order to permit the above strictly on the basis that:

- (a) The new candidate recruited will have the necessary experience and expertise to assume their role.
- (b) Boparan will ensure a smooth handover of responsibilities.
- (c) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (d) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

## **9. Paragraphs 5(c) and 5(i) – recruitment of a new [X]**

The CMA understands that [X]. The CMA further understands that this followed a [X]. The CMA understands that [X].

[X], who has previously held the [X], has been [X]. The CMA understands that [X], subject to the CMA's consent. The CMA further understands that [X].

The CMA consents to a derogation from paragraphs 5(c) and 5(i) of the Initial Order to permit the above strictly on the basis that:

- (a) [X] has the necessary experience and expertise to assume the role of [X].
- (b) [X] has the necessary experience and expertise to assume the role of [X].
- (c) Boparan will ensure a smooth handover of responsibilities.
- (d) The grant of this derogation will not result in any integration between the Banham business and the Boparan businesses.
- (e) The grant of this derogation will not prevent any remedial action which the CMA may need to take regarding the Acquisition.

Alex Hazell

Assistant Director, Mergers

15 February 2022