

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

Please note that [X] indicates figures or text which have been deleted or replaced in ranges for reasons of commercial confidentiality.

**Consent under section 72(3C) of the Enterprise Act 2002 to certain actions for the purposes of the Initial Enforcement Order made by the Competition and Markets Authority ('CMA') on 15 November 2021**

**Completed acquisition by VetPartners Limited of Goddard Holdco Limited ('Goddard').**

Dear [X],

We refer to your submission dated 15 March 2022 requesting that the CMA consents to derogations to the Initial Enforcement Order of 15 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, Scooby Lux Investment S.à r.l., Scooby Equityco Limited, Piper Topco Limited, Scooby, VetPartners (together, the '**Acquirer Group**') and Goddard are required to hold separate the Acquirer Group business from the Goddard business 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, Goddard may carry out the following actions, in respect of the specific paragraphs:

**1. Paragraphs 5(c) and 5(i) of the Initial Order**

Goddard submits that its [X], has tendered his resignation from his role due to [X] and is due to leave the Goddard business on or around [X]. The CMA understands

that [X] is considered by Goddard to be key staff within the meaning of the Initial Order.

Goddard submits that a large proportion of the work currently undertaken by [X] falls within the scope of a [X] role. Following a recruitment process, Goddard intends to appoint [X] to the role of [X], to take effect on or around [X]. Goddard submits that [X] is well qualified to take on the role of [X] at Goddard given his past experience and has been assessed by Goddard as meeting the role specification criteria for this position.

As [X] is expected to leave Goddard in [X] and [X] is due to commence his employment with Goddard in [X], Goddard submits that there will be sufficient time for a proper handover of [X] responsibilities.

Additionally, Goddard intends that from or around [X], [X], a [X] to Goddard, will take on certain additional duties relating to the [X] role which are at present carried out by [X] (the "Additional Duties"). [X] will continue to support Goddard as an [X] rather than as an [X]. Nevertheless, following the assumption of the Additional Duties, [X] is likely to fall within the definition of key staff for the purpose of the Initial Order. Goddard submits that [X] is well qualified to take on the Additional Duties given his past experience.

In order to ensure the ongoing, viable and independent operation of the Goddard business, Goddard is seeking a derogation:

- (a) to appoint [X] to carry out the role of [X] of Goddard, commencing on or around [X]; and
- (b) for [X] to take on the Additional Duties from on or around [X].

On the basis of the Parties' representations, the CMA consents to a derogation from paragraphs 5(c) and 5(i) of the Initial Order, strictly on the basis that:

- (i) Goddard has represented that it has taken all reasonable steps to encourage [X] to remain with the Goddard business;
- (ii) Goddard has represented that both [X] and [X] have the necessary capacity and experience to take on the responsibilities of [X] such that his departure and related handover of his responsibilities to [X] and [X] will

not affect the ongoing operation of the Goddard business or its viability and ability to compete independently;

- (iii) The decision to appoint [X] as [X] of the Goddard business, and for [X] to assume the Additional Duties has been taken independently by Goddard. Further, neither [X] nor [X] have links with the Acquirer Group;
- (iv) no other substantive organisational changes or key staff changes will be made as a result of this derogation;
- (v) this derogation will not lead to any integration of the Goddard and VetPartners businesses; and
- (vi) this derogation will not result in any pre-emptive action which might prejudice the outcome of a reference or impede the taking of any action which may be justified by the CMA's decision on a reference.

Yours sincerely

Alex Knight

Assistant Director, Remedies, Business and Financial Analysis

21 March 2022