

COMPLETED ACQUISITION OF THE INDEPENDENT TRAVEL COMPANY LIMITED BY HAYS TRAVEL 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 Hays Travel Limited (**Hays**) and The Independent Travel Company Ltd (**Millington**) 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
- (d) 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
- (e) 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 Hays and Millington (**Order**).

Commencement, application and scope

1. This Order commences on the commencement date: 16 December 2025.

2. This Order applies to Hays and Millington.
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 Hays or Millington 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 Hays and Millington businesses until determination of proceedings

4. Except with the prior written consent of the CMA, Hays and Millington 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 Millington business with the Hays business;
 - (b) transfer the ownership or control of the Hays business or the Millington business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Millington business or the Hays 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, Hays and Millington shall at all times during the specified period take all necessary steps to ensure that, except with the prior written consent of the CMA:
 - (a) the Millington business is carried on separately from the Hays business and the Millington business's separate sales or brand identity is maintained;
 - (b) the Millington business and the Hays business are maintained as a going concern and sufficient resources are made available for the development of the Millington business and the Hays business, on the basis of their respective premerger business plans;
 - (c) except in the ordinary course of business, no significant changes are made to the organisational structure of, or the management responsibilities within, the Millington business or the Hays business;
 - (d) the nature, description, range and quality of goods or services (or both) supplied in the UK by each of the two businesses are maintained and preserved;
 - (e) except in the ordinary course of business through the separate operation of the two businesses:

- (i) all of the assets of the Millington business and the Hays business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Millington business or the Hays business are disposed of; and
 - (iii) no interest in the assets of the Millington business or the Hays business is created or disposed of;
- (f) there is no integration of the information technology of the Millington or Hays businesses, and the software and hardware platforms of the Millington 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 Millington business will be carried out by the Millington business alone and for the avoidance of doubt the Hays business will not negotiate on behalf of the Millington business (and vice versa) or enter into any joint agreements with the Millington business (and vice versa);
- (h) all contracts of the Millington business and the Hays business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Millington business or Hays business;
- (j) no key staff are transferred between the Millington business and the Hays business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Millington business and the Hays 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 Millington business (or any of its employees, directors, agents or affiliates) to the Hays 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 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. Hays and Millington shall take all necessary steps to ensure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
7. Hays and Millington 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 Hays and Millington and their subsidiaries with this Order. In particular, on 30 December 2025 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officer of Hays and Millington or other persons of Hays and Millington as agreed with the CMA shall, on behalf of Hays and Millington provide a statement to the CMA in the form set out in Annex 1 to this Order confirming compliance with this Order.
8. At all times, Hays and Millington shall actively keep the CMA informed of any material developments relating to the Millington business or the Hays business, which includes but is not limited to:
 - (a) details of key staff who leave or join the Millington business or the Hays business;
 - (b) any interruption of the Millington or Hays business (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 Millington or Hays business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Millington or Hays business's contractual arrangements or relationships with key suppliers.
9. If Hays or Millington has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that Hays 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. Hays and Millington 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.

Enforcement

12. Section 94 of the Act places a duty on any person to whom an initial enforcement order relates to comply with it. Any person who suffers loss or damage due to a breach of this duty may bring an action. Section 94 of the Act also provides that the CMA can seek to enforce the initial enforcement order by civil proceedings for an injunction or for any other appropriate relief or remedy. Under sections 94AA and 94AB of the Act, the CMA can impose financial penalties in respect of a failure to comply with an initial enforcement order without reasonable excuse as set out in Annex 2 and the [Administrative penalties: Statement of Policy on the CMA's approach \(CMA4\)](#).
13. 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). In addition, the CMA can impose penalties if a person has, without reasonable excuse, supplied to the CMA information which is false or misleading in any material respect (Section 110(1A)) as described in Annex 2 and the [Administrative penalties: Statement of Policy on the CMA's approach \(CMA4\)](#).

Interpretation

14. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
15. 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 16 December 2025;

‘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;

‘Hays’ means Hays Travel Limited (company number 01990682, registered office: Gilbridge House, Keel Square, Sunderland, England, SR1 3HA);

‘the Hays business’ means the business of Hays and its subsidiaries but excluding the Millington business, carried on as at the commencement date;

‘key staff’ means staff in positions of (i) senior executive or managerial responsibility or (ii) whose performance affects the viability of the business;

‘Millington’ means The Independent Travel Company Limited (company number 02780974, registered office: Gilbridge House, Keel Square, Sunderland, England, SR1 3HA);

‘the Millington business’ means the business of Millington and its subsidiaries carried on as at the commencement date;

‘the ordinary course of business’ means matters connected to the day-to-day supply of goods or services (or both) by Millington or Hays and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of Millington and Hays;

‘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 Hays and Millington have ceased to be distinct within the meaning of section 23 of the Act;

‘the two businesses’ means the Hays business and the Millington business; unless the context requires otherwise, the singular shall include the plural and vice versa.

**Anastasija Rogozianskaja,
Assistant Director, Mergers,
16 December 2025**

ANNEX 1

COMPLIANCE STATEMENT FOR [HAYS OR MILLINGTON]

I [insert name] confirm on behalf of [Hays or Millington] that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) [Hays or Millington] has complied with the Order made by the CMA in relation to the transaction on 16 December 2025 (the Order).
 - (b) [Hays' or Millington'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 Hays or Millington 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 Millington business with the Hays business;
 - (ii) transfer the ownership or control of the Hays business or the Millington business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Millington business or the Hays business to compete independently in any of the markets affected by the transaction.
 - (b) The Millington business has been carried on separately from the Hays business and the Millington business's separate sales or brand identity has been maintained.
 - (c) The Millington business and the Hays business have been maintained as a going concern and sufficient resources have been made available for the development of the Millington business and the Hays business, on the basis of their respective pre-merger business plans.
 - (d) No significant changes have been made to the organisational structure of, or the management responsibilities within, the Millington business or the Hays business, except in the ordinary course of business.

- (e) The nature, description, range and quality of [goods or services (or both)] supplied in the UK by the Millington business and the Hays 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 Millington business and the Hays 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 Millington business or the Hays business have been disposed of; and
 - (iii) no interest in the assets of the Millington business or the Hays business has been created or disposed of.
- (g) There has been no integration of the information technology of the Millington or Hays businesses, and the software and hardware platforms of the Millington 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 Millington business have been carried out by the Millington business alone and, for the avoidance of doubt, the Hays business has not negotiated on behalf of the Millington business (and vice versa) or entered into any joint agreements with the Millington business (and vice versa).
- (i) All contracts of the Millington business and the Hays 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 Millington business or the Hays business.
- (k) No key staff have been transferred between the Millington business and the Hays business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Millington business and the Hays 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 Millington business (or any of its employees, directors, agents or affiliates) to the Hays 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 Millington business or the Hays business;
 - (ii) interruptions of the Millington business or the Hays 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 Millington business or the Hays business; or
 - (iv) substantial changes in the Millington or Hays business's contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. [Hays or Millington] and its subsidiaries remain in full compliance with the Order and will take all necessary steps to ensure that [Hays or Millington] continue actively to keep the CMA informed of any material developments relating to the Millington or the Hays 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:

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.). In addition, the CMA can impose penalties if a person has, without reasonable excuse, supplied to the CMA information which is false or misleading in any material respect (Section 110(1A)) as described in Annex 2.
6. As described in Annex 2, failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty** (Section 94AA and 94AB of the Enterprise Act 2002).

FOR AND ON BEHALF OF [HAYS or MILLINGTON]

Signature

Name

Title

Date

ANNEX 2

PART A - ENFORCEMENT OF AN INITIAL ENFORCEMENT ORDER ISSUED UNDER SECTION 72(2) OF THE ACT – IMPOSITION OF CIVIL PENALTIES

Imposition of civil penalties

1. Under section 94AA(1), the CMA may impose a penalty on a person—
 - (a) from whom the CMA has accepted an enforcement undertaking, or
 - (b) to whom an enforcement order is addressed,
 - (c) where the CMA considers that the person has, without reasonable excuse, failed to comply with the undertaking or order.
2. In deciding whether and, if so, how to proceed under section 94AA(1) the CMA must have regard to the statement of policy which was most recently published under section 94B at the time of the failure to comply.

Amount of penalty

3. A penalty under section 94AA(1) is to be such amount as the CMA considers appropriate.
4. The amount must be—
 - (a) a fixed amount,
 - (b) an amount calculated by reference to a daily rate, or
 - (c) a combination of a fixed amount and an amount calculated by reference to a daily rate.
5. A penalty imposed under section 94AA(1) on a person who does not own or control an enterprise must not—
 - (a) in the case of a fixed amount, exceed £30,000;
 - (b) in the case of an amount calculated by reference to a daily rate, exceed £15,000 per day;
 - (c) in the case of a fixed amount and an amount calculated by reference to a daily rate, exceed such fixed amount and such amount per day.

6. A penalty imposed under section 94AA(1) on any other person must not—
 - (a) in the case of a fixed amount, exceed 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 it is imposed;
 - (b) in the case of an amount calculated by reference to a daily rate, for each day exceed 5% of the total value of the daily turnover (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom it is imposed;
 - (c) in the case of a fixed amount and an amount calculated by reference to a daily rate, exceed such fixed amount and such amount per day.
7. In imposing a penalty by reference to a daily rate—
 - (a) no account is to be taken of any days before the service on the person concerned of the provisional penalty notice under section 112(A1), and
 - (b) unless the CMA determines an earlier date (whether before or after the penalty is imposed), the amount payable ceases to accumulate at the beginning of the day on which the person complies with the enforcement undertaking or enforcement order.

PART B - PENALTIES FOR THE PROVISION OF FALSE OR MISLEADING INFORMATION

Imposition of civil penalties

1. Under section 110(1A) of the Act, the CMA may impose a penalty on a person in accordance with section 111 of the Act where the CMA considers that
 - (a) The person has, without reasonable excuse, supplied information that is false or misleading in a material respect to the CMA in connection of any of the CMA's functions under Part 3 of the Act;
 - (b) The person has without reasonable excuse, supplied information that is false or misleading in a material respect to another person knowing that the information was to be used for the purpose of supplying information to the CMA in connection with any function of the CMA under part 3 of the Act.
2. Under section 110(1C) of the Act, the CMA may not impose such a penalty in relation to an act or omission which constitutes an offence under section 117 of the Act if the person has, by reason of the act or omission, been found guilty of that offence.

Amount of penalty

3. Under section 111(4), a penalty imposed under section 110(1A) shall be of such amount as the CMA considers appropriate.
4. A penalty imposed under section 110(1A) on a person who does not own or control an enterprise shall be a fixed amount that must not exceed £30,000.
5. Under section 111(4A) a penalty imposed under section 110(1A) on any other person shall be a fixed amount that must not exceed 1% of the total value of the turnover (both in and outside the United Kingdom) of the enterprises owned or controlled by the person.
6. In deciding whether and, if so, how to proceed under section 110(1A), the CMA must have regard to the statement of policy which was most recently published under section 116 at the time when the act of omission occurred.