

DEROGATION LETTER IN RESPECT OF INITIAL ENFORCEMENT ORDER 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 10 August 2026**

Completed acquisition by NRG Fleet Services Limited of Specialist Fleet Services Limited

We refer to your submissions dated 14 August 2026 and 15 August 2026 requesting that the CMA consents to a derogation from the Initial Enforcement Order of 10 August 2026 (the **Initial Order**). Unless otherwise stated, the terms defined in the Initial Order have the same meaning in this letter. NRG and SFS, together, are referred to henceforth as the **Parties**.

Under the Initial Order, save for written consent by the CMA, the Acquirer Group is required to hold separate the SFS 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, the Parties may carry out the following actions, in respect of the specific paragraphs:

1. Paragraphs 5(a), 5(f) and 5(l) of the Initial Order – NRG providing SFS's payroll services

The CMA understands that post-completion, as SFS's new owner, NRG has become responsible for ensuring the continued provision of the SFS business's back-office payroll functions (the **Payroll Services**). NRG submits that the most effective way to ensure the ongoing viability of the SFS business through its access to these Payroll Services post-completion is for NRG to carry these out centrally on the SFS business's behalf.

The Parties therefore request a derogation from paragraphs 5(a), 5(f) and 5(l) of the Initial Order to permit (i) the SFS business's Payroll Services to be provided centrally by NRG;

and (ii) NRG to receive information from the SFS business in order to maintain the Payroll Services for the SFS business.

The CMA consents to the derogation strictly on the basis that:

- a) NRG's provision to the SFS business of Payroll Services will not impact the SFS business's ability to compete independently of NRG.
- b) NRG continuing to provide the SFS business with support in relation to the Payroll Services is strictly necessary in order to preserve the SFS business's viability and competitive capability.
- c) SFS business's information provided to NRG will be limited to what is strictly necessary for NRG to carry out the Payroll Services and will not be used for any other purpose.
- d) Where practicable, this information will be anonymised, aggregated or provided by reference to bands or ranges, except where individual-level information is necessary to resolve specific payroll matters.
- e) SFS business's information will only be provided to the NRG employees for whom it is strictly necessary to see SFS information to ensure that the Payroll Services are carried out effectively – namely, [X] and [X] (together, the **Payroll Authorised Individuals**).
- f) The Payroll Authorised Individuals shall enter into non-disclosure agreements in a form approved by the CMA.
- g) The Parties shall submit to the CMA a summary of the information shared with the Payroll Authorised Individuals, should the CMA request this.
- h) The Payroll Authorised Individuals will not, for the duration of the Initial Order, have any responsibility for the NRG business's commercial or strategic operations and shall not use any information provided by the SFS business in any way to intervene in the management or operation of the NRG business or the SFS business.
- i) IT firewalls and/or other ring-fencing measures will be put in place to prevent any unauthorised individuals within the NRG business from accessing the information shared with the Payroll Authorised Individuals for the purposes of this derogation.
- j) No changes to the Payroll Authorised Individuals are permitted without the CMA's prior written consent (which can be given via email).
- k) NRG's supply of the Payroll Services will have no influence upon the commercial direction of the SFS business during the term of the Initial Order.
- l) Should the transaction be prohibited or NRG be required to divest all, or part of, the SFS business, NRG 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 the SFS business for the purposes of this derogation will be returned to the SFS business and any copies destroyed, except to the extent that record retention is required by law or regulation.

- m) 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.
- n) This derogation will not result in any integration between the SFS business and the NRG business beyond what is strictly necessary for the Payroll Services.

2. Paragraphs 5(a), 5(f) and 5(l) of the Initial Order – NRG providing SFS's HR services

The CMA understands that post-completion, as SFS's new owner, NRG has become responsible for ensuring the continued provision of the SFS business's back-office HR / People Services functions (the **HR Services**). NRG submits that the most effective way to ensure the ongoing viability of the SFS business through its access to these HR Services post-completion is for NRG to carry these out centrally on the SFS business's behalf.

The Parties therefore request a derogation from paragraphs 5(a), 5(f) and 5(l) of the Initial Order to permit (i) the SFS business's HR Services to be provided centrally by NRG; and (ii) NRG to receive information from the SFS business in order to maintain the HR Services for the SFS business.

The CMA consents to the derogation strictly on the basis that:

- a) NRG's provision to the SFS business of HR Services will not impact the SFS business's ability to compete independently of NRG.
- b) NRG continuing to provide the SFS business with support in relation to HR Services is strictly necessary in order to preserve the SFS business's viability and competitive capability.
- c) SFS business's information provided to NRG will be limited to what is strictly necessary for NRG to carry out the HR Services and will not be used for any other purpose.
- d) Where practicable, this information will be anonymised, aggregated or provided by reference to bands or ranges, except where individual-level information is necessary to resolve specific employment matters.
- e) SFS business's information will only be provided to the NRG employees for whom it is strictly necessary to see SFS information to ensure that the HR Services are

carried out effectively – namely, [X] and [X] (together, the **HR Authorised Individuals**).

- f) The HR Authorised Individuals shall enter into non-disclosure agreements in a form approved by the CMA.
- g) The Parties shall submit to the CMA a summary of the information shared with the HR Authorised Individuals, should the CMA request this.
- h) The HR Authorised Individuals will not, for the duration of the Initial Order, have any responsibility for the NRG business's commercial or strategic operations and shall not use any information provided by the SFS business in any way to intervene in the management or operation of the NRG business or the SFS business.
- i) To the extent the participation of [X] is required in relation to HR / People Services matters, this will be in an advisory role to provide senior expertise and guidance only. For the avoidance of doubt:
 - i. No commercially sensitive information, personal data or otherwise any data which may be used to directly or indirectly identify an individual working in the SFS business can be shared with [X];
 - ii. This arrangement is strictly limited to [X] advising on specifically identified exceptional or business-critical HR matters where the HR Authorised Individuals lack sufficient expertise;
 - iii. [X] may only provide advice and guidance, and will have no decision-making powers concerning the SFS business unless otherwise permitted by the CMA;
 - iv. Any discussion or exchange of information that could directly or indirectly reveal, influence or facilitate an understanding of the SFS business's commercial strategy is strictly prohibited; and
 - v. All topics discussed between [X] and the HR Authorised Individuals shall be recorded and kept for the duration of the Initial Order. And if requested by the CMA, the Parties shall submit these records to the CMA.
- j) IT firewalls and/or other ring-fencing measures will be put in place to prevent any unauthorised individuals within the NRG business from accessing the information shared with the HR Authorised Individuals for the purposes of this derogation.
- k) NRG will ensure that any third party to whom it provides SFS business information is aware of the terms on which the information has been provided and that the information must not be provided to any NRG individual other than in compliance with the Initial Order and this derogation.

- l) No changes to the HR Authorised Individuals are permitted without the CMA's prior written consent (which can be given via email).
- m) NRG's supply of the HR Services will have no influence upon the commercial direction of the SFS business during the term of the Initial Order.
- n) Should the transaction be prohibited or NRG be required to divest all, or part of, the SFS business, NRG 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 the SFS business for the purposes of this derogation will be returned to the SFS business and any copies destroyed, except to the extent that record retention is required by law or regulation.
- o) This derogation will not result in any pre-emptive action which might prejudice the outcome of a reference or impeded the taking of any action which may be justified by the CMA's decision on a reference.
- p) This derogation will not result in any integration between the SFS business and the NRG business beyond what is strictly necessary for the HR Services.

3. Paragraphs 5(a), 5(f) and 5(l) of the Initial Order – NRG providing SFS's limited recruitment onboarding support

The CMA understands that post-completion, as SFS's new owner, NRG has become responsible for ensuring the continued provision of the SFS business's back-office functions in relation to limited end-of-process onboarding support (the **Recruitment Services**). NRG submits that the most effective way to ensure the ongoing viability of the SFS business through its access to these Recruitment Services post-completion is for NRG to carry these out centrally on the SFS business's behalf.

The Parties therefore request a derogation from paragraphs 5(a), 5(f) and 5(l) of the Initial Order to permit (i) the SFS business's Recruitment Services to be provided centrally by NRG; and (ii) NRG to receive information from the SFS business in order to maintain the Recruitment Services for the SFS business.

The CMA consents to the derogation strictly on the basis that:

- a) NRG's provision to the SFS business of HR Services will not impact the SFS business's ability to compete independently of NRG.
- b) This derogation concerns back-office support only. For the avoidance of doubt, all decisions regarding the following will be made exclusively by SFS employees: (i) the role to advertise for, (ii) the role description, and (iii) the identity of any successful candidates.

- c) NRG continuing to provide the SFS business with support in relation to the Recruitment Services is strictly necessary in order to preserve the SFS business's viability and competitive capability.
- d) SFS information provided to NRG will be limited to what is strictly necessary for NRG to carry out the Recruitment Services and will not be used for any other purpose.
- e) Where practicable, this information will be anonymised, aggregated or provided by reference to bands or ranges, except where individual-level information is necessary to resolve specific recruitment matters.
- f) SFS business information will only be provided to the NRG employees for whom it is strictly necessary to see SFS business information to ensure that the Recruitment Services are carried out effectively – namely, [X] and [X] (together, the **Recruitment Authorised Individuals**).
- g) The Recruitment Authorised Individuals shall enter into non-disclosure agreements in a form approved by the CMA.
- h) The Parties shall submit to the CMA a summary of the information shared with the Recruitment Authorised Individuals, should the CMA request this.
- i) The Recruitment Authorised Individuals will not, for the duration of the Initial Order, have any responsibility for the NRG business's commercial or strategic operations and shall not use any information provided by the SFS business in any way to intervene in the management or operation of the NRG business or the SFS business.
- j) IT firewalls and/or other ring-fencing measures will be put in place to prevent any unauthorised individuals within the NRG business from accessing the information shared with the Recruitment Authorised Individuals for the purposes of this derogation.
- k) NRG will ensure that any third party to whom it provides SFS business information is aware of the terms on which the information has been provided and that the information must not be provided to any NRG individual other than in compliance with the Initial Order and this derogation.
- l) No changes to the Recruitment Authorised Individuals are permitted without the CMA's prior written consent (including via email).
- m) NRG's supply of the Recruitment Services will have no influence upon the commercial direction of the SFS business during the term of the Initial Order.
- n) Should the transaction be prohibited or NRG be required to divest all, or part of, the SFS business, NRG 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 the SFS business for the purposes of this derogation will be returned to the SFS business and any copies destroyed, except to the extent that record retention is required by law or regulation.

- o) This derogation will not result in any pre-emptive action which might prejudice the outcome of a reference or impeded the taking of any action which may be justified by the CMA's decision on a reference.
- p) This derogation will not result in any integration between the SFS business and the NRG business beyond what is strictly necessary for the Recruitment Services.

Yours sincerely,

Matteo Alchini
Assistant Director, Mergers
Competition and Markets Authority
19 August 2026

ANNEX 1

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(1) of the Act, a penalty imposed under section 110(1A) of the Act shall be of such amount as the CMA considers appropriate.
- 4) A penalty imposed under section 110(1A) of the Act 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) of the Act a penalty imposed under section 110(1A) of the Act 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) of the Act, the CMA must have regard to the statement of policy which was most recently published under section 116 of the Act at the time when the act or omission occurred.