

Competition Commission Acceptance of  
Undertakings No. 3 of 2004

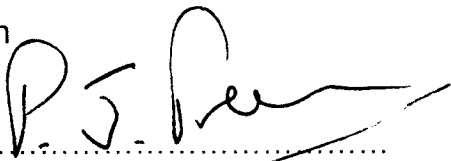
IN THE MATTER of a reference to the  
Competition Commission dated 29  
April 2004 concerning the acquisition  
by Archant Limited of the London  
Regionals Division of Independent  
News & Media Limited

Whereas Archant Limited has agreed to give undertakings to the Competition  
Commission under section 80 of the Enterprise Act 2002 ("the Act") for the  
purpose of preventing pre-emptive action

Whereas the Competition Commission is satisfied that the scope of the  
undertakings are such as to safeguard the reference and any action which  
may be justified by its decisions on the reference

Now the Competition Commission pursuant to section 80(2) of the Act hereby  
accepts the undertakings, a copy of which is set out in the attached Annex  
below, and accordingly the undertakings come into force in accordance with  
section 80(5) of the Act

Signed by authority of the Competition Commission



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Peter Freeman

28 June 2004

**Annex**

## **INTERIM UNDERTAKINGS GIVEN BY ARCHANT LIMITED TO THE COMPETITION COMMISSION PURSUANT TO SECTION 80(2) OF THE ENTERPRISE ACT 2002**

Whereas a reference was made by the OFT to the Commission on 29 April 2004 concerning the acquisition by Archant of the London Regionals Division of Independent News & Media Limited, and whereas the Commission and Archant wish to ensure that no action is taken which might prejudice that reference or impede the taking of any action by the Commission under Part 3 of the Act which may be justified by the Commission's decisions on the reference, Archant now gives to the Commission the following undertakings.

### **Management of the INM businesses until determination of proceedings**

1. Archant undertakes that subject to the exceptions in paragraph 3 it will not during the specified period take any action that might:
  - (a) lead to the integration of any INM business with the Archant business or with any other INM business;
  - (b) transfer the ownership or control of any INM business; or
  - (c) otherwise impair the ability of any INM business to compete independently.
2. Further and without prejudice to the generality of paragraph 1, Archant undertakes that subject to the exceptions provided in paragraph 3 it will at all times during the specified period, procure that:
  - (a) each INM business is carried on separately and that
    - (i) [✂]
    - (ii) [✂]
    - (iii) there will be no closure of any title offered by any INM business;
    - (iv) there will be no sale of advertising where the sale involves a package involving advertising in any title published by an INM business and any title published by the Archant business; and
  - (b) each INM business is maintained as a going concern and that except in the ordinary course of business none of the assets or the goodwill of any INM business will be transferred, disposed of or dissipated, nor any interest in those assets or goodwill created.
3. The exceptions to the undertakings in paragraphs 1 and 2 are:
  - (a) where the written consent of the Commission is obtained in advance;

- (b) where, in relation to the management and administration of advertising sales for each INM business, these services are provided by a person who performs the same function on behalf of the Archant business but who is independent of the Archant business;
- (c) where any part of the INM business is relocated to premises which are also occupied by any part of the Archant business provided that the part occupied by the INM business is physically separate from the part occupied by the Archant business and is capable of being the subject of an independent lease or sub-lease for the benefit of the INM business;
- (d) where Archant considers it necessary to provide IT systems to any INM business provided that
  - (i) the security and integrity of data relating to any INM business is preserved, and the data is maintained as a separate data set such that it can easily be extracted from the IT system provided by Archant and migrated to a new system; and
  - (ii) that the INM business or businesses can use the relevant IT system for the purposes of their own businesses independently of Archant or any of its subsidiaries;
- (e) paragraph 2(a) above does not require any INM business to be carried on independently of any other INM business if and to the extent that the two businesses are not carried on independently at the time that these undertakings are accepted by the Commission.

## **Compliance**

4. Archant will procure that each of its subsidiaries complies with these undertakings as if each undertaking had been given by each subsidiary.
5. Archant will forthwith provide to the OFT and the Commission such information as they may from time to time require for the purposes of monitoring compliance by Archant and its subsidiaries with these undertakings.
6. Archant will comply, and will procure that its subsidiaries will comply, insofar as it is able with such written directions as the OFT and, or alternatively, the Commission 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 these undertakings.

## Interpretation

7. The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.

8. For the purposes of these undertakings:

"**the Act**" means the Enterprise Act 2002;

"**Archant**" means Archant Limited;

"**the Archant business**" means the business or businesses of Archant and its subsidiaries, other than the INM businesses, and includes any business acquired after the date of this undertaking;

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

"**the Commission**" means the Competition Commission;

"**the INM businesses**" means the North London, East London, Post, North West London and Kent newspaper divisions acquired by Archant from Independent News & Media Limited and where any such newspaper division consists of more than one business, each such business;

"**the OFT**" means the Office of Fair Trading;

"**the reference**" means the reference described in the premises;

"**the specified period**" means the period beginning on the date of these undertakings and terminating on the final determination of the reference in accordance with section 79(1) and (2) of the Act;

"**subsidiary**", unless otherwise stated, has the meaning given by section 736 of the Companies Act 1985 (as amended); and

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

FOR AND ON BEHALF OF ARCHANT

.....  
John Fry ..... Signature ..... N.W. ..... Signature

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JOHN FRY ..... Name ..... NIGEL WEBSPEK ..... Name

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CHIEF EXECUTIVE ..... Title ..... MD - Archant Region ..... Title

.....  
14/6/04 ..... Date ..... 14/6/4 ..... Date