



**IN THE COMPETITION
APPEAL TRIBUNAL**

Case: 1017/2/1/03

(1) PERNOD-RICARD SA

(2) CAMPBELL DISTILLERS LIMITED

Appellants

-v-

OFFICE OF FAIR TRADING

Respondent

Supported by

BACARDI-MARTINI LIMITED

Intervener

ORDER OF THE TRIBUNAL

UPON the OFT having examined the appellants' allegations, in particular as contained in their written representations made on 27 August 2004 pursuant to the Tribunal's Order of 22 July 2004, and having indicated in a report which was sent to the appellants and intervener in final form on 24 March 2005 that it did not propose to take any action on the evidence currently before it

AND UPON the intervener, of its own motion, having proposed amendments to the existing assurances on 29 March 2005 as indicated in the schedule hereto, while stating its position that there is no need to amend the original assurances in order for them to be effective

AND UPON the OFT expressing its willingness to accept the amendments to the existing assurances in order to bring the appeal to an end, while also considering that there is no need to amend the original assurances in order for them to be effective

AND UPON the appellants accepting the proposed amendments to the existing assurances whilst stating their position that the amendments represent a significant strengthening and

clarification of the original assurances that will make them more effective in addressing the competition problem identified by the OFT in January 2003

IT IS ORDERED THAT:

1. There be no further order in these proceedings, and that the Tribunal's file accordingly be closed.
2. The respondent shall pay 75% of the appellants' costs relating to the issue of the admissibility of the appeal, such costs to be subject to summary assessment by the Tribunal pursuant to Rule 55(3) of the Competition Appeal Tribunal Rules 2003 (S.I. 1372 of 2003) if not agreed.
3. Save as aforesaid, each party shall bear its own costs.

Sir Christopher Bellamy
President of the Competition Appeal Tribunal

Made: 8 April 2005
Drawn: 20 April 2005

SCHEDULE

Voluntary Assurances given by Bacardi-Martini Limited to the Director General of Fair Trading on 28 January 2003

Updated to reflect the amendments proposed by Bacardi-Martini Limited on 29 March 2005

Definitions

In these assurances:

"Agreement" means	Any agreement entered into between Bacardi and a Retailer, whether formal or informal, oral or in writing
"Bacardi" means:	Bacardi-Martini Limited
The "OFT" means:	the Office of Fair Trading
"Retailer" means:	a person that sells alcoholic spirit drinks to consumers in retail premises and is licensed to sell such drinks for consumption in or on those premises, other than the holder of an occasional licence
"Solus" status means:	where the retailer agrees that the producer's branded product will be the only brand within the relevant product type stocked or offered for sale in the retail premises
"Solus Pouring" status means:	where the retailer agrees that the producer's branded product will be the only brand that is served to customers who do not specify a brand within the relevant product type
"Solus Optic" status means:	where the retailer agrees that the producer's branded product will be the only brand within the relevant product type displayed on optic in the retail premises without any other stipulations as to display or status
"White Rum Products" means:	clear, colourless, full strength rum made from sugar cane (molasses) or equivalent materials, distilled at under 96 degrees centigrade, aided by repeated charcoal filtration to remove impurities

De-Listing

1. Bacardi will not conclude Agreements with Retailers which require any specified White Rum Products of competitors to be excluded from the retail premises in question.

Solus

2. Bacardi will not conclude Agreements with Retailers which require the Retailer to grant Solus status to Bacardi for its White Rum Products.

Solus Pouring

3. Bacardi will not conclude Agreements with Retailers which require the Retailer to grant Solus Pouring status to Bacardi for its White Rum Products.

Solus Optic

4. Bacardi will not conclude Agreements with Retailers which require the Retailer to grant Solus Optic status to Bacardi for its White Rum Products.

Duration of Assurances

5. These assurances shall apply from the date on which they are signed by Bacardi. Bacardi will notify the OFT in writing if it intends to withdraw the assurances in whole or in part.