



## COMPETITION APPEAL TRIBUNAL

### NOTICE OF A CLAIM UNDER SECTION 47A OF THE COMPETITION ACT 1998

**Case No: 1359/5/7/20**

Pursuant to Rule 33(8) of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No. 1648) (the “Tribunal Rules”), the Registrar gives notice of the receipt of a claim for damages (the “Claim”) on 6 August 2020, under section 47A of the Competition Act 1998 (the “Act”), by Rest & Play Footwear Ltd (the “Claimant”) against George Rye & Sons Ltd (the “Defendant”). The Claimant is represented by Maitland Walker LLP, 22 The Parks, Minehead, Somerset TA24 5BT (Reference: Julian Maitland-Walker / Sheree-Ann Virgin / Lee Chisman).

The Claim arises from an alleged infringement of the prohibition contained in section 2 of the Act (the “Chapter I prohibition”). The Claimant has applied for fast-track designation of the proceedings pursuant to Rule 58 of the Tribunal Rules.

The Claimant is a company incorporated in England and Wales, whose registered address is in Sturminster Newton, Dorset. The Claimant is in the business of retailing speciality footwear, in particular footwear for hiking and for lawn bowling. The Claimant sells footwear to customers throughout at least the United Kingdom through a number of websites, and it does not sell products through physical premises.

The Defendant is a company incorporated in England and Wales, whose registered address is in Cramlington, Northumberland. The Defendant is in the business of selling footwear, including footwear for hiking. The Defendant carries on its wholesale business through, amongst other channels, telephone sales and a website. The Defendant sells footwear to retailers and to end customers throughout at least the United Kingdom.

According to the Claim, the Defendant was at all material times the exclusive distributor of Grisport-branded footwear in the United Kingdom and the Defendant set recommended retail prices (“RSPs”) for Grisport-branded footwear purchased from the Defendant, which were displayed on the Defendant’s retail website. The Claimant purchased Grisport-branded footwear from the Defendant from around February 2010 until July 2019 for resale through its own websites and through Ebay.co.uk and Amazon.co.uk’s marketplace.

The Claim states that in or around October 2015 the Defendant, by its employees and/or agents, instructed the Claimant not to sell Grisport-branded footwear which the Claimant purchased from the Defendant at a price that was more than £10 less than the RSP (“the Resale Price Restriction”). The Resale Price Restriction was repeated by the Defendant, by its employees and/or agents verbally and/or in writing throughout the period October 2015 to June 2019 and the Defendant monitored and enforced the Claimant’s compliance with the Resale Price Restriction by asking the Claimant to increase the price of the product in question to comply with the Resale Price Restriction and, in the event that the Claimant did not comply with the Defendant’s request, the Defendant refused and/or failed to supply further stock of the product in question when the Claimant subsequently attempted to order the product from the Defendant. As a consequence and on more than one occasion, the Claimant complied with or acquiesced in the implementation of the Resale Price Restriction. The Claimant understands that the Resale Price Restriction was imposed on other retailers of at least Grisport-branded footwear purchased from the Defendant and was monitored and enforced in respect of those retailers.

According to the Claim, since July 2019, the Claimant has not placed or attempted to place any orders with the Defendant for Grisport-branded footwear because the Claimant believed it could not lawfully comply with the Resale Price Restriction and the Defendant would refuse to supply the Claimant with further stock if the Claimant did not comply with the Resale Price Restriction.

The Claimant alleges that during the period October 2015 to May 2019, the Resale Price Restriction, together with the Defendant's monitoring and enforcement of the Resale Price Restriction and the Claimant's compliance with and/or acquiescence in and/or implementation of the Resale Price Restriction constituted an agreement ("the Agreement") or concerted practice between undertakings which infringed the Chapter I prohibition because it affected and/or was capable of affecting trade in the United Kingdom by having as its object and/or effect the prevention, restriction or distortion of competition. In particular, the object and/or effect of the Agreement was to:

- (1) Restrict the ability of the Claimant to determine its sale prices for Grisport-branded footwear that it had purchased from the Defendant.
- (2) Reduce price competition between retailers of Grisport-branded footwear in the United Kingdom.
- (3) Reduce downward pressure on the retail prices of Grisport-branded footwear.

The Claim states that as an intended and/or foreseeable consequence of the Defendant's infringement the Claimant has suffered and continues to suffer loss and damage.

The Claimant seeks:

- (1) Damages related to loss of profits, including compound interest by way of damages.
- (2) Interest on damages.
- (3) Costs.
- (4) Such further or other relief as the Tribunal may think fit.

Further details concerning the procedures of the Competition Appeal Tribunal can be found on its website at [www.catribunal.org.uk](http://www.catribunal.org.uk). Alternatively, the Tribunal Registry can be contacted by post at Salisbury Square House, 8 Salisbury Square, London EC4Y 8AP, or by telephone (020 7979 7979) or email ([registry@catribunal.org.uk](mailto:registry@catribunal.org.uk)). Please quote the case number mentioned above in all communications.

*Charles Dhanowa OBE, QC (Hon)*  
Registrar

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