



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No: 1493/5/7/22 (T)

BETWEEN:

**(1) FORTNUM & MASON PLC**  
**(2) HEAL & SON LTD**

Claimants

- v -

**(1) MASTERCARD INCORPORATED**  
**(2) MASTERCARD INTERNATIONAL INCORPORATED**  
**(3) MASTERCARD EUROPE S.A.**  
**(4) MASTERCARD/EUROPAY UK LIMITED**

Defendants

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**CONSENT ORDER**

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**UPON** these proceedings being commenced in the High Court on 18 December 2013 (BL-2013-000008) (the “**Claim**”)

**AND UPON** an amended Claim Form being filed in the High Court on 8 August 2019 and as may be re-amended prior to service pursuant to CPR r.17.1(1) (the “**Claim Form**”)

**AND UPON** the Order of the High Court dated 7 April 2022 (as amended) transferring the Claim from the High Court to the Competition Appeal Tribunal (the “**Transfer Order**”)

**AND UPON** the Claimants agreeing to be bound by the determination of any issues which are common to the claims in these proceedings and to the jointly case managed claims in

1517/11/7/22 (UM) Merchant Interchange Fee Umbrella Proceedings (the "**Merchant Proceedings**")

**AND UPON** the Umbrella Proceedings Order of the President dated 19 August 2022 designating the Claim as an additional Host Case in Case No 1517/11/7/22 (UM) Merchant Interchange Fee Umbrella Proceedings

**AND HAVING REGARD TO** the Tribunal's Order of 16 March 2022 ("**the March 2022 Order**") appended to the Tribunal's Ruling of 16 March 2022 ([2022] CAT 14)

**AND UPON** reading the letter of Hausfeld & Co. LLP dated 25 November 2022 seeking a stay of the Claim and the accompanying draft consent order signed by the parties

**BY CONSENT IT IS ORDERED THAT:**

1. The Claim Form shall be served in accordance with the Civil Procedure Rules 1998.
2. Upon service of the Claim Form, the proceedings be stayed immediately under further order (the "**Stay**") in accordance with the terms of paragraph 4 of the March 2022 Order.
3. The Claimants shall not be required to serve any Particulars of Claim during the Stay and the time for serving Particulars of Claim shall be extended until 12 weeks after the date of the order lifting the Stay, unless the Tribunal shall order otherwise.
4. Notwithstanding the Stay, the parties in the Merchant Proceedings shall be bound by the outcome of any Tribunal determinations in the Merchant Proceedings (including any appeals) in respect of all designated Ubiquitous Matters.
5. Notwithstanding the Stay, the Claimants remain liable to provide information or disclosure if the Tribunal considers such information or disclosure necessary to resolve a wider issue in the Merchant Proceedings.
6. There be liberty to apply.
7. Costs in the case.

**Sir Marcus Smith**  
President of the Competition Appeal Tribunal

Made: 30 November 2022  
Drawn: 30 November 2022