



## COMPETITION APPEAL TRIBUNAL

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

**CASE NO: 1351/5/7/20**

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 22 May 2020, under section 47A of the Competition Act 1998 (the “Act”), by (1) Churchill Gowns Limited and (2) Student Gowns Limited (the “Claimants”) against (1) Ede & Ravenscroft Limited, (2) Radcliffe & Taylor Limited, (3) WM. Northam & Company Limited and (4) Irish Legal and Academic Limited (the “Defendants”). The Claimants are represented by TupperS Law Limited, 22 Disraeli Road, London W5 5HP (Reference: Stephen Tupper / Adam Rooney).

The Claim arises from an alleged infringement of the prohibition contained in section 18 of the Act (the “Chapter II prohibition”) and the prohibition contained in section 2(1) of the Act (the “Chapter I prohibition”) in the market(s) for the supply of academic dress, comprising a gown, hood and sometimes a mortar board, to university students for use at graduation ceremonies in the UK.

The Claimants are both companies incorporated in England and Wales, which use the Churchill brand. According to the Claim, the Claimants have sought to break into the market(s) for the sale and hire of academic dress at UK universities by way of an innovative product line and online business to consumer model. Their gowns are made from recycled materials (but are not different visually from those supplied by the Defendants) and they offer academic dress at prices which are materially lower than those charged on average by the Defendants.

The First to Third Defendants are companies incorporated in England and Wales and the Fourth Defendant is a company incorporated in the Republic of Ireland. The Second Defendant is the parent company of and only shareholder in the Third and Fourth Defendants. The First, Third and Fourth Defendants supply academic dress. In some cases, the Defendants provide photography services and separate graduation services such as ceremony event management and ticketing.

According to the Claim, the Defendants form a single economic unit, which has for many years been the largest supplier of academic dress to students at UK universities and further education institutions for use at graduation ceremonies. By entering into certain agreements and arrangements with a number of UK universities for the supply of academic dress to their students (“Exclusivity Agreements”), the Defendants have procured the status of exclusive or near exclusive supplier of academic dress to those universities’ students and the Claimants have been unable meaningfully to enter the market(s). The Claimants believe the Exclusivity Agreements are of long duration, whether as a result of the renewal/rolling-over of contracts or otherwise. The Claimants also believe that, even where Exclusivity Agreements have been concluded following a procurement process the minimum length of such agreements has been three years.

The Claimants infer from example extracts regarding academic dress on various university websites that the Exclusivity Agreements impose obligations on universities to instruct, direct or recommend their students to hire academic dress from the Defendants; and/or warn students against using academic dress supplied by competitors; and/or threaten students with sanctions if they do so. The Claimants believe that, as part of the Exclusivity Agreements, the Defendants frequently provide gowning services in person at university graduations. Their personnel present on site check that academic dress being worn by students is that which the Defendants have supplied and graduands have been told on a number of occasions that they were not permitted to graduate in the academic dress that was not supplied by the Defendants. The Claimants also allege that the Defendants will also only supply academic dress as a bundle. The Claimants believe that the Defendants have held pre-tender discussions with certain universities with the objective and/or effect of designing a tender process which will or will likely exclude their competitors in practice.

According to the Claim, the Defendants attempted to force the Claimants to withdraw from the market, alternatively from the supply of academic dress to students of particular universities, by claiming copyright in aspects of certain academic dress and threatening litigation. In this regard the Claimants also allege that the Defendants caused universities wrongly to believe and/or assert that the Defendants or the university holds intellectual property in the design of its academic dress when it is the Claimants' case that there is none.

The Claimants allege that the Defendants have abused their dominant position in the market for the sale and hire of academic dress (in particular gowns and hoods) for use at graduation ceremonies in the UK through the conclusion of Exclusivity Agreements, in breach of the Chapter II prohibition.

Further or alternatively, the Exclusivity Agreements had and have as their effect the appreciable prevention, restriction or distortion of competition within the UK, in breach of the Chapter I prohibition.

As a result, the Claimants have suffered loss and damage.

The Claimants seek:

- (1) Damages.
- (2) Interest.
- (3) Costs.

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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