



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

Case No: 1303/5/7/19

BETWEEN:

**MELANIE MEIGH**  
**(TRADING AS THE PRINKNASH BIRD AND DEER PARK)**

Claimant

- v -

**PRINKNASH ABBEY TRUSTEES REGISTERED**

Defendant

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**ORDER**

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**UPON** hearing counsel for the parties at a case management conference on 21 March 2019

**UPON** the terms of this Order as set out below having been agreed between the parties

**IT IS ORDERED BY CONSENT THAT:**

1 This Order becomes effective in respect of each of the persons named in Part B of the Schedule to this Order only upon receipt by the Tribunal of a signed undertaking in the terms of Part C of the Schedule to this Order.

2 For the purposes of this Order:

(a) **“Confidential Information”** means:

information contained in the Relevant Documents (as defined below), where such information (A) has been identified by any party to these proceedings as requiring confidential treatment and (B) is (or is likely to be) accorded confidential treatment pursuant to Rule 99 and/or Rules 101 of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No.1648), provided that

documents falling within the categories listed in Part A of the Schedule to this Order are agreed to contain information requiring confidential treatment

- (b) **“Relevant Advisers”** are those persons
- (i) listed in Part B of the Schedule to this Order who have given a signed undertaking to the Tribunal in the terms of Part C of the Schedule to this Order; or
  - (ii) authorised by the Tribunal upon further application and who provide a signed undertaking in the terms of Part C of the Schedule.
- (c) **“Relevant Documents”** means documents or information filed, served, disclosed or otherwise provided by the parties in these proceedings.

3 Each party (as appropriate) shall hereafter disclose to the other party unredacted versions of the Relevant Documents containing Confidential Information, on the condition that such documents and/or unredacted versions and any Confidential Information contained within such documents shall be disclosed only to the Relevant Advisers, who shall treat such documents in accordance with the terms of the undertaking each of them has given.

4 All such unredacted versions of the Relevant Documents must be marked or highlighted so as to indicate the parts in relation to which confidential treatment is claimed, in the manner referred to in paragraph 7.46 of the Tribunal’s Guide to Proceedings 2015. A system of colour-coding shall be used to indicate to which party the Confidential Information belongs (or such other system as the parties shall agree where colour-coding is considered unworkable).

5 If any party wishes to add any additional person as a Relevant Adviser for the purpose of this Order it shall apply to the Tribunal in writing, copied to the other party, indicating whether the other party consents or does not consent to the addition of that person.

6 If any party wishes one of its Relevant Advisers to be removed as a Relevant Adviser for the purpose of this Order, it shall inform the Tribunal in writing and provide an amended version of Part B (copying the representatives of the other party). For the avoidance of doubt, the terms of any undertaking given by that Relevant Adviser shall continue to be binding upon them.

7 There be liberty to apply.

## **SCHEDULE**

### **Part A**

This part contains categories of document and/or information from each party which were ordered by the Hon. Mr Justice Roth, during the Case Management Conference which took place on 21 March 2019, to be disclosed into the confidentiality ring created by this Order.

#### **Melanie Meigh (trading as The Prinknash Bird and Deer Park)**

Management accounts from 2010 onwards

Revenues from 2010 onwards by category (admissions, food/drink, gift shop, events)

Business Plans since 2010

#### **Prinknash Abbey Trustees Registered**

Management accounts from 2010 onwards

Business Plans since 2010

Leases granted by the Defendant to Simon Chorley Arts & Antiques Limited

Contract between the Defendant and Edward Blake Limited (including any variations thereto) (the “1972 Abbey Contract of Sale”)

## **Part B**

This part contains the names, for each party, of Relevant Advisers for the purposes of this Order:

### **Melanie Meigh (trading as The Prinknash Bird and Deer Park)**

#### *External Solicitors*

Chris Worrall (Burgess Salmon)

James Sutherland (Burgess Salmon)

Noel Beale (Burgess Salmon)

Brian Wong (Burgess Salmon)

Heather Leach (Burgess Salmon)

Vicki Milner (Burgess Salmon)

#### *External Counsel*

Matthew O'Regan (St John's Chambers)

#### *External Economists*

Matthew Johnson (Oxera)

Anna den Boer (Oxera)

### **Prinknash Abbey Trustees Registered**

#### *External Solicitors*

Fred Harrison-James (Loxley)

Judith Bell (Loxley)

Bryony Darnell (Loxley)

Tom Barnacle (Loxley)

Sam Taylor (Loxley)

#### *External Counsel*

Philip Woolfe (Monckton Chambers)

Ciar McAndrew (Monckton Chambers)

Elizabeth Fitzgerald (Falcon Chambers)

#### *External Economists*

Sam Williams (Economic Insight)

### **Part C: Form of undertaking**

#### **Case 1303/5/7/19: Melanie Meigh (trading as the Prinknash Bird and Deer Park) v Prinknash Abbey Trustees Registered**

In respect of any Confidential Information disclosed to them pursuant to this Order, each Relevant Adviser listed in Part B of the Schedule to this Order undertakes that they will comply with the following requirements, to the extent applicable to them, in the following terms:

#### **UNDERTAKING**

I, [name], of [firm, company or establishment] being [legal or other qualification] and regulated so far as my professional conduct is concerned by [regulatory body, if any] undertake to the Tribunal and the other party as follows:

- 1 I have read a copy of the Tribunal's Order of 5 April 2019 (the "Tribunal's Order") and understand the implications of the Tribunal's Order and the giving of this undertaking.
- 2 Save in respect of provision to the Tribunal, I will not disclose the Confidential Information (as defined in the Tribunal's Order) to any person who is not a Relevant Adviser (as defined in the Tribunal's Order) without the express written consent of the party originally disclosing the Confidential Information or the permission of the Tribunal.
- 3 For the avoidance of doubt any notes, copies, reports, submissions or other documents containing, reproducing or reflecting any aspects of the Confidential Information are themselves to be treated as Relevant Documents containing Confidential Information but versions of the same in which those parts containing, reproducing or reflecting the Confidential Information are redacted are not subject to the obligations of confidentiality.
- 4 I will use the Confidential Information only for the purpose of these proceedings (including any appeals) and for no other current or future proceedings, dispute, complaint or other use whatsoever without the express consent of the party originally disclosing the information or the permission of the Tribunal. I have read Rule 31.22(1) of the Civil Procedure Rules and am aware of and will comply with the obligations imposed by that rule. I understand that the exception set out in Rule 31.22(1)(a) does not apply to the Confidential Information.
- 5 The Relevant Documents (as defined in the Tribunal's Order) containing the Confidential Information will remain in my custody or the custody of another Relevant Adviser at all times and be held in a manner appropriate to the circumstances so as to prevent unauthorised access or disclosure. For the avoidance of doubt, I may make reasonable use of necessary secretarial and other support personnel under my supervision or the supervision of [insert name of organisation], provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Part C of the Schedule to the Tribunal's Order.
- 6 The production of further copies by me of the Relevant Documents containing the Confidential Information shall be limited to those required for the use of the Relevant

Advisers for the purposes of these proceedings and shall be held in accordance with paragraph 5 of this undertaking.

- 7 Any and all copies of the Relevant Documents containing the Confidential Information in paper form at the conclusion of the present proceedings (including the determination of any appeals) will be either returned to the party originally disclosing the documents or, with the consent of the other party, destroyed and written confirmation sent that no copies have been kept; any such copies and the Relevant Documents in electronic form will be returned where possible or, where that is not possible, will be securely disposed of insofar as technologically possible or rendered inaccessible from any computer systems, disk or device so that the Confidential Information is not readily available to any person at the conclusion of these proceedings.
- 8 Save that none of the requirements listed at paragraphs 2 to 7 above shall prevent the Relevant Advisers from disclosing to the party instructed by them information (i) of which that party was the original provider in these proceedings, or (ii) which that party has already seen in circumstances not subject to the provisions of the Tribunal's Order.

Name: .....

Organisation: .....

Signed: .....

Date: .....