

*Status: This version of this schedule contains provisions that are prospective.*

**Changes to legislation:** There are currently no known outstanding effects for the Digital Markets, Competition and Consumers Act 2024, Schedule 2. (See end of Document for details)

## SCHEDULES

PROSPECTIVE

### SCHEDULE 2

Section 58

#### MERGERS: HOLDING OF INTERESTS AND RIGHTS

##### *Joint interests*

- 1 If two or more persons each hold an interest or right jointly, each of them is treated as holding that interest or right.

##### **Commencement Information**

- I1** Sch. 2 para. 1 not in force at Royal Assent, see [s. 339\(1\)](#)

##### *Joint arrangements*

- 2 (1) If interests or rights held by a person and interests or rights held by another person are the subject of a joint arrangement between those persons, each of them is treated as holding the combined interests or rights of both of them.
- (2) A “joint arrangement” is an arrangement between the holders of interests or rights that they will exercise all or substantially all the rights conferred by their respective interests, or their respective rights, jointly in a way that is pre-determined by the arrangement.

##### **Commencement Information**

- I2** Sch. 2 para. 2 not in force at Royal Assent, see [s. 339\(1\)](#)

##### *Interests held by nominees*

- 3 An interest held by a person as nominee for another is to be treated as held by the other (and not by the nominee).

##### **Commencement Information**

- I3** Sch. 2 para. 3 not in force at Royal Assent, see [s. 339\(1\)](#)

##### *Rights treated as held by person who controls their exercise*

- 4 (1) Where a person controls a right, the right is to be treated as held by that person (and not by the person who in fact holds the right, unless that person also controls it).

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- (2) A person “controls” a right if, by virtue of any arrangement between that person and others, the right is exercisable only—
- (a) by that person,
  - (b) in accordance with that person’s directions or instructions, or
  - (c) with that person’s consent or concurrence.

**Commencement Information**

**I4** Sch. 2 para. 4 not in force at Royal Assent, see [s. 339\(1\)](#)

*Rights exercisable only in certain circumstances etc*

- 5 (1) Rights that are exercisable by a person only in certain circumstances are to be treated as held by the person only—
- (a) when the circumstances have arisen, and for so long as they continue to obtain, or
  - (b) when the circumstances are within the control of the person.
- (2) But rights that are exercisable by an administrator or by creditors while an entity is in relevant insolvency proceedings are not to be regarded as held by the administrator or creditors even while the entity is in those proceedings.
- (3) “Relevant insolvency proceedings” means—
- (a) administration within the meaning of the Insolvency Act 1986,
  - (b) administration within the meaning of the Insolvency (Northern Ireland) Order 1989 ([S.I. 1989/2405 \(N.I. 19\)](#)), or
  - (c) proceedings under the insolvency law of another country or territory during which an entity’s assets and affairs are subject to the control or supervision of a third party or creditor.
- (4) Rights that are normally exercisable but are temporarily incapable of exercise are not for that reason to be treated as not being held.

**Commencement Information**

**I5** Sch. 2 para. 5 not in force at Royal Assent, see [s. 339\(1\)](#)

*Rights attached to shares held by way of security*

- 6 Rights attached to shares held by way of security provided by a person are to be treated as held by that person—
- (a) where apart from the right to exercise them for the purpose of preserving the value of the security, or of realising it, the rights are exercisable only in accordance with that person’s instructions, and
  - (b) where the shares are held in connection with the granting of loans as part of normal business activities and apart from the right to exercise them for the purpose of preserving the value of the security, or of realising it, the rights are exercisable only in that person’s interests.

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**Commencement Information**

**I6** Sch. 2 para. 6 not in force at Royal Assent, see [s. 339\(1\)](#)

*Arrangements*

- 7 (1) In this Schedule “arrangement” includes—
- (a) any scheme, agreement or understanding, whether or not it is legally enforceable, and
  - (b) any convention, custom or practice of any kind.
- (2) But something does not count as an arrangement unless there is at least some degree of stability about it (whether by its nature or terms, the time it has been in existence or otherwise).

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**Commencement Information**

**I7** Sch. 2 para. 7 not in force at Royal Assent, see [s. 339\(1\)](#)

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