The responsibility of enforcing european union law commercial essay

Law

1. 0 Introduction

Competition law is a major part of community law which is demonstrated by " reason of the economic, financial and intellectual interest of the issues which are at stake and by reason of the considerable attention which decisions receive in legal literature" as opposed to " the proportion of cases involving articles 85 and 86 of the Rome Treaty which are decided by the European Court of Justice in relation to the total volume of litigation before it"[1]. The Irish Competition Acts are generally based on two greatly developed systems of Competition Law. " The long title to the Act describes it as being ‘ by analogy with’ Articles 85 and 86 of the Treaty of Rome – the EU competition rules – which in turn have their origins in the much older US Sherman Act"[2]. Competition law " is designed to do away with all artificial barriers erected through collusion or unilateral exclusionary tactics"[3]. The opinion that competition law is really ‘ about the legal enforcement of competition’ or merely ‘ about who is to decide whether industrialists shall on a particular occasion be free to act non-competitively and in what way they are going to be free not to act competitively’[4]is open to debate. European and Irish competition law is enforced in Ireland by the Competition Authority, as a result, business, consumers and the economy as a whole benefits from competition. The mission of the Competition Authority is " to ensure that markets work well for Irish consumers, business and the economy"[5]. The competition authority does this by informing the public, businesses, Government and public authorities about competition issues. The authority also takes " action against anti-competitive practices, such as price-fixing,; blocking anti-competitive business mergers"[6]. Competition

benefits all consumers which includes businesses who buy products and services. The authority can intervene where there is evidence of " businesses engaging in anti-competitive behaviour through price-fixing or abusing their dominant position"[7]by using enforcement of competition law. Current competition in the market can also be protected by the competition authority blocking mergers which would substantially lessen competition. The authority also has a duty to " identify restrictions on competition in laws and regulations, advising the Government, and its Ministers, about the implications for competition of proposed legislation or regulations"[8]. The basis of competition is to improve choice, quality and keep prices down while encouraging innovation and supporting economic growth. For Ireland the Competition Authorities work is separated into six divisions which are as follows[9]: CartelsResponsible for investigating alleged cartel behaviourMonopoliesResponsible for investigating alleged non-hard-core anti-competitive agreements and firms that abuse their large size in a market to the detriment of other businesses and consumers. MergersResponsible for examining certain mergers and acquisitionsAdvocacyPromotes competition and advises public policy makersCorporate ServicesResponsible for the administration, management and co-ordination of work of the Authority. StrategyResponsible for projects of strategic importance, review of Authority activity and for implementing the Authority’s communications strategy. The authority also has the responsibility of " enforcing European Union competition law alongside the European Commission and national competition authorities in other Member States"[10].

2. 0 Legislation

The first competition act in Ireland was passed in 1991 which " signalled a major re-appraisal of the role of competition policy in Ireland"[11]. This demonstrated a level of " political recognition of the important role that an effective competition policy could play in the promotion of economic welfare"[12]. This Act was followed up in 1996 by, The Competition (Amendment) Act, which allowed the criminal and civil enforcement of the 1991 Act. This was then replaced by the Competition Act 2002, the Competition (Amendment) Act 2006 and the Competition (Amendment Act 2012). The Competition (Amendment Act 2012) came into force on 3 July 2012 and is " a step towards compliance with the Government's commitment under the EU/IMF financial support programme to strengthen the enforcement of competition law in Ireland"[13]. The main changes include increased penalties and promotion of enforcement. Ireland as a member state of the EU must also enforce the European Commission laws. The EC uses laws in order to enforce its overall aims. One such aim is " raising of living standards and a harmonious development of economic activities (Article 2, EC Treaty). It seeks to achieve these aims largely through the mechanism of a common market"[14]. For this reason specific tasks are imposed on the community, primarily " a system ensuring that competition in the internal market is not distorted"[15]. These are provided in part three of the treaty, under ' Title VI. Common rules on competition, taxation and approximation of laws'[16]. The EC treaty was consolidated by The Treaty of Amsterdam which came into effect first May 1999. The two main articles containing competition rules are Articles 81 and 86 respectively, " The

purpose of Article 81 is to ensure that competition is not restricted, prevented or distorted within the common market as the result of two or more undertakings agreeing to do (or not to do) something which runs counter to the normal competitive, working of the market"[17]. Following the enforcement of the Lisbon Treaty on 1 December 2009, Articles 81 and 82 of the EC Treaty where renamed " Article 102 of the Treaty on the Functioning of the European Union (TFEU)"[18].

3. 0 The Competition Act 2002

This Act contains two main prohibitions, these are, A) Section 4 (1) (referred to in the following case study- Group 91) and B) Section 5. These prohibitions are made an offense in Sections 6 and 7 and breaching penalties in section 4 or 5 are set out in section 8. Mergers and Acquisitions are reviewed in Part 3 of the Act. A) Section 4 (1)This section of the Act states " Subject to the provisions of this section, all agreements between undertakings, decisions by associations of undertakings and concerted practices which have as their object or effect the prevention, restriction or distortion of competition in trade in any goods or services in the State or in any part of the State are prohibited and void, "[19]. This is the section which voids agreements which the Authority deems unacceptable and the Act states the following as being expressly prohibited: 1. Price fixing. 2. Control or limit production, markets or technical development. 3. Unfair conditions to equivalent transactions with trading parties. 4. Attachment of supplementary obligations to the conclusion of a commercial contract. B) Section 5This section deals with abuse of a dominant position. If a firm has the ability to function without taking into consideration the reaction of its rivals or customers, then it is

considered to be in a dominant position. Dominant positions are permitted but if this position is abused in so far as negatively effecting or preventing new competition from entering the market, then action can be taken. Therefore for architects to group together for a joint venture they must not infringe on the above Irish and EC competition laws. What they may choose to do is to use mechanisms such as a joint venture or mergers which would allow them to compete and obtain a desired project which they may be unable to otherwise compete in their own right.

4. 0 Joint Ventures, Mergers and Acquisitions

4. 1 Joint Ventures" Joint ventures encompass a broad range of commercial operations, ranging from fully-fledged merger-like operations to co-operation limited to particular functions such as production, distribution or research and development"[20]An example of such a joint venture may be given as " Two or more parties combine their resources to bid for the award of a contract to construct an infrastructure project. This may be an endeavour limited in time to the construction period, with usually no co-operation between the parties beyond the project itself."[21]These joint ventures are acceptable in so far as the understandings and agreements between the parties do not continue beyond the scope of the specific project. A venture such as this, although described as a ‘ joint venture’ by the parties, it is not regarded as a " full-function joint venture under the EU merger control rules as it is not lasting"[22]. However, Article 101, could apply if it contains any parts which carry on beyond the project, for example " if it involves any long-term exclusive supply or take agreements"[23]. EU competition rules divide the term joint venture into three different categories, these are:-Full-function

joint venture without a co-operative element: This is a joint venture where " there is a structural change in the market such as the establishment of a jointly-owned company, without the joint venture potentially leading to any co-ordination of competitive behaviour between the parents."[24]-Full-function joint venture with a co-operative element: This is the same as above except with an additional element where the joint venture has the effect or object of guiding competitive performance outside the joint venture.-Non-full-function joint venture: Parties may combine to carry out joint research (although not necessarily research), and they agree how results are exploited. A joint venture composed of Architects coming together for the purpose of completing a project may be considered as a Full-function joint venture with a co-operative element due to the individuals retaining significant activities in the same market as the joint venture " or in upstream, downstream or neighbouring markets. Such co-ordination is often referred to as the " spill over effects" of a joint venture".[25]4. 2 Mergers and Acquisitions" Mergers and acquisitions constitute an integral part of the competitive process, since they provide one mechanism by which the control of assets can be transferred to more efficient management"[26]One of the motives for mergers is to establish a dominant position through the lessening of competition, " Mergers are a mechanism used by businesses to restructure in order to compete and prosper"[27]. Some mergers can have a negative effect on competition however, and this can lead to reduced productivity or increased pricing and consumers suffer. " Merger controls are designed to prevent firms from eliminating competitors by taking them over and achieving a dominant position, which they can later abuse"[28].

Therefore " mergers over a certain financial threshold must be notified to the Competition Authority for review"[29]. These merger controls are in place in order to prevent the reduction of competition in the market by firms through " Eliminating competitors (horizontal mergers), while takeovers of suppliers/customers (vertical mergers) may present an opportunity to deny competitors access to raw materials or distribution outlets."[30]When the Competition Authority discovers that a merger will lead to a " substantial lessening of competition"[31]it has the power to block it with the aim of protecting consumer interests. Legitimate reasons for merging may be prompted by the desire to achieve efficiencies such as economies of scale. These efficiencies may also be in the area of marketing, administration and ancillary activities. Definition of a Merger or Acquisition is given in Part 3, Section 16 of the 2002 Competition Act. (See Appendix for definition). 4. 3 NotificationThe understanding of the above mentioned is important so a firm such as an architectural firm will know and understand their legal obligations concerning complying with the Competition Act. If the joint venture / merger falls under the above criteria, there are two types of notification provided under the Act: mandatory and voluntary. Voluntary is provided under section 18 (3) of the Competition Act 2002. It is used where mergers and acquisitions do not reach the financial threshold but " have the potential to substantially lessen competition in the State"[32]Mandatory notification is provided under section 18(1)(a), which " provides that a notification must be made to the Competition Authority (within one month after the conclusion of the agreement or the making of the public bid) if, in the most recent financial year,"[33]the following apply: 1. World-wide turnover is not below €40, 000,

000 of each of 2 or more undertakings. 2. Business continues in Ireland by each of 2 or more of the undertakings involved. 3. Turnover of not less than €40, 000, 000 in the state by any of the undertakings. There are exceptions to these mandatory notifications which involve media mergers and bank mergers which would not affect the merger of an architectural nature.

5. 0 Penalties

The 2002 Competition Act allows for a separate " criminal offence for breach of Articles 81 or 82 under European Competition Law"[34]in addition to the violation of the Irish Competition law prohibitions. The 2002 act also creates a distinction between the " different types of anti-competitive practices, commonly called hardcore practices"[35]. The penalties for hardcore offences are stricter than those for non-hardcore offences. A sentence of imprisonment can be applied to hardcore offences, in addition to a fine. The criminal offences under the Act are contained within ss. 6 and ss. 7 of the 2002 Competition Act. The length of the prison sentence is given as follows, " On summary conviction, an individual may face up to six months imprisonment, while on conviction following indictment, an individual may face up to 5 years imprisonment, S. 8(2). which is an increase from two years under the 1996 Act, Under s. 3(1)(b) of 1996 Act"[36]. A consequence of this increase from three to five years is that it then becomes an arrestable offence under the Criminal Justice Act 1984. The amount of a summery fine for individuals and undertakings increased from €1500 in the 1996 Act to €3000 in the 2002 Act. On indictment the max fine will not exceed whichever of the following is greater " 4, 000, 000Increased from 3, 000, 000 under the 1996 Act. or 10% of the turnover of the undertaking (or individual as the

case may be), in the financial year ending in the 12 months prior to the conviction"[37]. The level of the penalty given takes into consideration " for a penalty to be a deterrent, it must exceed the gain anticipated from conduct divided by the risk of detection and seeks to quantify both of these variables: gain; and risk of detection"[38]. These sentences, if set too high may bankrupt a company which has in turn negative effects on the employees. A cartel immunity program was set up by the Irish Competition Authority in December 2001, it grants immunity from prosecution to those persons which provide information to the Authority.

6. 0 Case study

Group 91 Architects Ltd/Shareholders Agreement [1995] IECA 433 (20th October, 1995)Competition Authority Notification no. CA/65/92This case study refers to an application by a group of architects which came together to form Group 91 Architects Ltd, and their application to the Competition Authority to be certified as not offending the Competition Act of that period, (1991 Act). When the applicable Legislation from the 1991 Competition Act is compared to the current 2002 Act as amended, these parts remain the same. This case is a direct example of how architectural professionals may come together in order to compete for a project as stated in fact(c) of the application " None of the individuals or firms involved, because of their size and nature of the project, could provide the necessary knowledge, expertise and resources separately"[39]. This case study is an example of a group of individual architects coming together in 1992 to form a in a joint venture " to provide architectural services"[40]creating a company known as Group 91 Architects Ltd, for the purpose of the " Temple Bar Framework Plan

Competition" which was then won by the company. The decision given, concerns the Shareholders agreement between the architects. In this case study I describe and analyse the composition of the application systematically. IntroductionThe introduction describes who is making the application and the involved circumstances. Notification was made by " Group 91 Architects Ltd on 26 August, 1992 with a request for a certificate under Section 4 (4) of the Competition Act, 1991 or, in the event of a refusal by the Competition Authority to grant a certificate, a licence under Section 4 (2) in respect of a shareholders agreement relating to Group 91 Architects Ltd"[41]. The facts regarding the application are then provided in detail and these are divided into five parts: The subject of the NotificationThe parties InvolvedThe service and the marketThe arrangements (Shareholders Agreement and Deed of Covenant)Submissions of the parties (Information referred to and submitted by the parties)The above mentioned facts give the required information on the company formation and who is involved. The Assessment section follows which is divided into three parts: Section 4(1)The Undertakings and the AgreementApplicability of Section 4 (1)a) Section 4 (1)This remains the same in the 2002 Competition Act as the 1991 Competition Act, with no amendments thereafter which states the consequences of the act as follows " all agreements between undertakings, decisions by associations of undertakings and concerted practices which have as their object or effect the prevention, restriction or distortion of competition in trade in any goods or services in the State or in any part of the State are prohibited and void"[42]. b) The Undertakings and the Agreement: This section clarifies the term ‘ undertaking’ under Section 3 (1)

of the Competition Act , with no amendments thereafter which states " a person being an individual, a body corporate or an unincorporated body of persons engaged for gain in the production, supply or distribution of goods or the provision of a service"[43]. The joint venture Group 91 Architects Limited, is a body corporate which is involved in the area of architectural services. The members are also partners or sole traders in architectural firms engaged for gain in the area of architectural services, and " They are therefore undertakings within the meaning of the Act. The notified agreement is an agreement between undertakings"[44]. c) Applicability of Section 4 (1)This section explains the purpose and how the creation of Group 91 Architects Ltd affects Section 4 (1) of the Competition Act 2002, as explained " the purpose for which it was established - to compete in the competition for the development of the Temple Bar area on behalf of Temple Bar Properties Ltd. All the members of the company, Group 91 Architects Ltd are either architects practising solely or architectural firms"[45]. It states that Group 91 was formed through a shareholders’ agreement for the " purpose of regulating the business of the company and the rights and obligations of the various members"[46]. What is also made clear in this Section is the fact that the architectural firms or sole practitioners, whom are competitors outside the Group 91 company, would not have the capability to enter the development of Temple Bar competition and carry out the necessary work, due to the project size as explained, " The Authority has stated that it does not consider partnerships per se to be offensive under the Competition Act.... The formation of a partnership by a group of small undertakings for a specific purpose such as this project which the

undertakings could not have undertaken alone is not considered to be a restriction on or a reduction in competition"[47]. What is also interesting to note under this section is the reference to another EU commission Notice on a cooperation agreement entitled ‘ Eurotunnel’. The Competition Authority references this as to provide evidence of the EU Commissions view on a similar case which dated October 1988, where the commission maintained " agreements having as their sole object the setting up of consortia for the joint execution of orders, where each of them by itself is unable to execute the orders, do not restrict competition."[48]And continues more specifically to state, " even in the case of consortia formed by enterprises which normally compete with each other there is no restraint of competition if the participating enterprises cannot execute a specific order by themselves"[49]. The Eurotunnel decision was made on 24 October 1988 based on a proceeding under Article 85 of the EEC Treaty (IV/32. 437/8 - Eurotunnel) [50]. This decision is resultant of " registered requests on behalf of Eurotunnel (ET) for a negative clearance, or alternatively an exemption, in respect of two agreements entered into by Channel Tunnel Group Ltd (CTG) and France Manche SA (FM) trading in partnership under English law and as a société en participation according to French law, under the name Eurotunnel."[51]The application was based on agreements which comprised a " construction contract" and a " maître d'oeuvre contract"[52]. Due to the size and nature of this project many individual engineering and civil contractors had to be brought together to form a consortium known as Transmanche Link in order to deliver the project. The construction contract was then made between Eurotunnel and Transmanche Link. The remaining

main points raised in this section offer further information on specifics such as the ability of the shareholders to continue to provide architectural services unrestricted as partners or sole traders in their own practices. It also refers to the Deed of Covenant as mentioned above and further arrangements between the shareholders for example, Clause 2 (a) (i) " requires the shareholder not to compete with the business of the company, that is in specified architectural services or advice"[53]. What is also made clear here is that these restrictions stated in the Covenant, do not offend against Competition Act, 1991, Section 4 (1). The DecisionThis Section describes the Authorities opinion of Group 91 Architects Ltd (with directors names listed), " In the Authority's opinion, the notified agreement does not offend against Section 4 (1) of the Competition Act, 1991."[54]In the authorities view Group 91 Architects Ltd are undertakings within the meaning of the Competition Act, 1991, Section 3 (1). The CertificateThis is where the Competition Authority certifies its decision. It lists the company name and its directors and re-states the decision clearly. " The Competition Authority certifies that, in its opinion, on the basis of the facts in its possession, the shareholding agreement and the Deed of Covenant between Michael McGarry,... and Group 91 Architects Ltd notified under Section 7 (1) on 26 August, 1992 (notification no. CA/65/92), does not offend against Section 4 (1) of the Competition Act, 1991."[55]Analysis of overall case studyThis application offers evidence of no price fixing or cartel behaviour etc and has the legal document through a Deed of Covenant to back up the objectives of the joint venture. The information provided by Group 91 Architects Ltd states that the individual sole traders or partners could not

have undertaken the competition on their own but through a joint venture and combining their expertise the positive outcome would be that they could enter the Temple Bar Framework Plan Competition with no effects on competition within the market. The Competition Authority references the Eurotunnel case to backup its decision based on Article 85 of the EEC Treaty.

7. 0 Further Cases

Further cases which show the importance of clarification when it comes to joint ventures are demonstrated in the following cases.

Case A

Drocarne Limited v Seamus Murphy Properties and Developments Limited, [2006], No. 1357 P 1Ms. Justice Finlay Geoghegan, unreported. [2008] IEHC 99BackgroundThis case refers to the plaintiff who is a company " owned as to two-thirds by Treasury Holdings, the developer, and as to one-third by Mr. Dermod Dwyer"[56]and the defendant which is a company owned by Mr. Seamus Murphy, known as Seamus Murphy Properties and Developments Limited. Mr Murphy is a business man who bought agricultural land and sold it for profit when it was rezoned for development. These two parties engaged in a joint venture in 2000 relating to lands at Tullyallen which the defendant had options. The plaintiff and the defendant entered into a Master Development Agreement (MDA) on 21st December 2000. Due to delays re-zoning of the land did not occur until the 2003 Louth Development Plan. DisputeIn August 2004 the plaintiff engaged in the services of Murray O’Laoire architects to prepare " what was referred to as a " master plan" for the Tullyallen lands."[57]. These proposals were discussed in 2004 by the

defendant and the plaintiff. The defendant alleged in 2005 that the plaintiff was in breach of " Clause 8. 4 of the MDA obliges the plaintiff to " use all reasonable endeavours" to submit all or part of the Overall Scheme Plan to the planning authority for planning permission by the relevant Key Date."[58]The defendant indicated in 2006 that he considered the MDA to be at an end and " was no longer bound by the terms"[59]. This resulted in the plaintiff commencing proceedings " seeking specific performance of the MDA and/or damages."[60]Court FindingsThe result of this case was stated as follows " Court now holds that, the MDA entered into in December 2000 remains in force between the parties"[61]. This is followed by the plaintiff requesting " an order for the specific performance of the MDA"[62]and thereafter on granting such an order claims for damages by the plaintiff where dropped. ConclusionThe defendant’s defence was surrounding particulars in relation to the plaintiff’s failure to take steps required by certain clauses within the MDA and this resulted in a fundamental breach of particulars. This breach can be seen to revolve around Key dates and " Best Endeavours " to achieve the objectives set opposite the respective Key Dates"[63]. Best endeavours are defined in Clause 1. 1. This shows the importance of clarity and punctuality in relating to Key dates in a MDA surrounding two parties involved in a joint venture. These two parties’ maybe business developers as in the case given or two architectural practices coming together in a joint venture for the purpose of completing a project which they may not have the capability to undertake themselves.

Case B

A similar case to the above can be observed in the Elliot case. This case relates to a joint venture between two companies which failed due to one of those companies (FCC Elliot Construction) going into liquidation and breach of contract. P. Elliot & Company Limited (In Receivership and in Liquidation) v FCC Elliot Construction Limited, [2012], 2012 1887 S P1. Mr. Justice Colm Mac Eochaidh, unreported. [2012] IEHC 361. Sourced from http://login. westlaw. ie accessed 8/3/13The proceedings where begun due to " alleged breach of the consultancy contract which has given rise to these present proceedings"[64]. The companies where Irish and Spanish enterprises who " sought to combine their resources and skills to design and build a new hospital in Enniskillen"[65]. This case considered Irish and European Law, and also complications with regard to one of the joint venture's been engaged, as a joint venture'er in another company which was involved in the building contract. " it is important to emphasise that the defendant, a party to that contract, is controlled by the plaintiff and another corporate entity (' FCC Ireland") which in turn, is closely associated with and as a matter of probability, is actually controlled by the Spanish joint venturer."[66]. The case also involved the ceasing of one joint venture in order to commence a construction contract in order to benefit from tax relief. This highlights the importance of clarity which can be observed in the Deed of Covenant in relation to the case of Group 91 discussed earlier. This Deed of Covenant set out the rules in relation to the joint venture and the involved parties' obligations in relation to works undertaken by the individual sole traders or companies involved.

8. 0 Conclusion

Through carrying out this research I have learned a great deal about not only competition law but also law in general and the phrases and terminology used. The methods of referencing cases and Legislation etc, was another element I found interesting whilst carrying out the various research from a range of sources, both paper and electronic. If in the future, as an architectural professional I find myself in a position of being unable to enter into the application for a project due to its scale or required expertise, I now have the required background knowledge and understanding to know that there are legal methods of entering into a joint venture with another firm for the sole purpose of carrying out the desired project. I will also have the knowledge that the agreement formed between parties creating the joint venture are within the law once complying to the Competition Authority Regulations. What is also important is the knowledge that both, the interests of the joint venture and the individual partners or sole traders entering into the joint venture, their own business can also be protected through legal methods such as Deeds of Covenant. This research will also benefit me in my future career if I decide to enter competitions which require specialised expertise and which would be at a scale too large for me to take part alone. I now have the knowledge on the methods within the law, which would allow me to form a joint venture.

9. 0 Bibliography

Primary Sources

Group 91 Architects Ltd/Shareholders Agreement [1995] IECA 433 (20th October, 1995)Competition Authority Notification no. CA/65/92

Case Law

Drocarne Limited v Seamus Murphy Properties and Developments Limited, [2006], No. 1357 P 21. Ms. Justice Finlay Geoghegan, unreported. [2008] IEHC 99. Sourced from: http://login. westlaw. ie accessed 8/3/13P. Elliot & Company Limited (In Receivership and in Liquidation) v FCC Elliot Construction Limited, [2012], 2012 1887 S P1. Mr. Justice Colm Mac Eochaidh, unreported. [2012] IEHC 361. Sourced from http://login. westlaw. ie accessed 8/3/13Triatic Limited v The County Council of Cork, [1998], No. 856 P. Miss Justice Laffoy, High Court. [2006] IEHC 111. Sourced from http://login. westlaw. ie accessed 8/3/13

Legislation

The Competition Act 2002The Competition (Amendment) Act 1996The Competition (Amendment) Act 2006The Competition (Amendment Act 2012). The Lisbon Treaty

Secondary Sources

Textbooks

Massey, Patrick and O’Hare, Paula, (1996). Competition Law and Policy in Ireland. Dublin: Oak Tree Press. Korah, Valentine, (2000). An Introductory Guide To EC Competition Law and Practice. Ed 7. Oxford: Hart Publishing. Jeremy Lever, Enterprise Law of the 80s in Frederick M. Rowe, Francis G. Jacobs and Mark R. Joelson, A. B. A., (eds.). Inns of Court School of Law, (2002). EC Competition Law in Practice, ed 4. Oxford: Oxford University Press.

Internet Sources

The Competition Authority 2012 [online] Available at: [Accessed 22 February 2013]The Competition Authority 2012 About [online] Available at: [Accessed 23 February 2013]William Fry 2012 Publication Article [online] Available at [Accessed 8 March 2013]The Competition Authority 2012 Mergers - Acquisitions [online] Available at: < http://www. tca. ie/EN/Mergers--Acquisitions. aspx > [Accessed 23 February 2013]The Competition Authority 2012 Mergers – Acquisitions/ When to Notify [online] Available at: < http://www. tca. ie/EN/Mergers--Acquisitions/When-to-Notify. aspx> [Accessed 29 February 2013]Competition Act 2002 [online] Available at: [Accessed 2 March 2013]Practical Law Company 2012 [online] Available at: < http://www. practicallaw. com/1-107-3702> [Accessed 3 March 2013]Oxford Dictionary 2012 Competition Law [online] Available at: [Accessed 20 February 2013]

Journals

EEC Commission, 1988. Commission decision 24 October 1988 relating to a proceeding under Article 85 of the EEC Treaty (IV/32. 437/8 - Eurotunnel). EEC Comission Journal. [e-journal] L311, 17/11/1988 P. 0036 – 0039. Available at: . [Accessed 2 March 2013]

Articles

Dodd, Stephen, " Hardcore offences under the Competition Act 2002", (2005) 23(2) ILT 23

Libraries

WIT Main Campus LibraryWIT College St LibraryWaterford City Library