

ANTI-CORRUPTION AND BRIBERY POLICY

1. POLICY STATEMENT

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 We will uphold all laws relevant to counteracting bribery, in respect of our conduct both in the UK and abroad.

2. ABOUT THIS POLICY

- 2.1 This policy sets out our responsibilities, and the responsibilities of those working for us, to uphold our position on bribery and corruption, and provides information and guidance to those working for us on how to recognise and deal with bribery and corruption.
- 2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for certain contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.
- 2.3 In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.
- 2.4 This policy does not form part of any employment contract or contract for service and we may amend it at any time. It will be reviewed regularly.

3. WHO IS RESPONSIBLE FOR THIS POLICY?

- 3.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 3.2 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate training on it.

4. WHO MUST COMPLY WITH THIS POLICY?

- 4.1 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-

party representatives and business partners, sponsors or any other person who provides services to us or is associated with us, in any part of the world.

4.2 If we have sent this policy to you, we want you to read it and abide by it. If you are an employee your failure to do so is a disciplinary offence that may lead to your dismissal. If you are a consultant, contractor, agent or other person we may terminate our agreement with you if you do not comply with this policy. Non-compliance may also be a criminal offence for which you may be sent to prison.

4.3 Please contact the Chief Financial Officer if you are uncertain of your responsibilities under this policy.

5. WHAT IS BRIBERY AND CORRUPTION?

5.1 Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

5.2 Bribery includes offering, promising, giving, accepting or seeking a bribe.

5.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, you should raise it with the Chief Financial Officer.

5.4 Specifically, you must not:

- (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

5.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

5.6 **Corruption** is the abuse of entrusted power or position for private gain.

5.7 The law applies to you when you are doing business in the UK, and when you are doing business anywhere in the world. You might think that “When in Rome do as the Romans do” but that is *not* the case. A third party trading in say Africa might tell you that a bribe is expected in his country. If you pay it while you are in Africa you are committing an offence whilst in the UK.

Examples:

Offering a bribe: You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe: A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Bribing a foreign official: You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process, such as clearing our goods through customs.

The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

6. WHAT YOU MUST NOT DO

6.1 It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- (c) Offer or accept hospitality, or gifts overseas, unless the hospitality or gift complies with local law.
- (d) accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it will provide a business advantage for them or anyone else in return;
- (e) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.

- (f) offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- (g) threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (h) engage in any other activity that might lead to a breach of this policy.

7. FACILITATION PAYMENTS

- 7.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.
- 7.2 Facilitation payments, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other countries.
- 7.3 Kickbacks are typically payments made in return for a business favour or advantage.
- 7.4 You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted.
- 7.5 If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with Liz Dixon as soon as possible.

8. GIFTS, HOSPITALITY AND EXPENSES

- 8.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.
- 8.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 8.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.
- 8.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

- 8.5 We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

9. DONATIONS

- 9.1 We do not make contributions to political parties.
- 9.2 We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of Chief Financial Officer.

10. RECORD-KEEPING

- 10.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 10.2 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to review. You are required to notify Chief Financial Officer by email of any gift whether given or received and before any hospitality takes place.
- 10.3 You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and ensure that the reason for the payments, hospitality or gift are clearly stated.
- 10.4 All accounts, invoices, and other records relating to dealings with third parties including suppliers, customers and business partners should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

11. YOUR RESPONSIBILITIES

- 11.1 You must ensure that you read, understand and comply with this policy.
- 11.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 11.3 You must notify the Chief Financial Officer as soon as possible if you believe or suspect that a breach of this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

12. HOW TO RAISE A CONCERN

- 12.1 You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

- 12.2 If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your line manager and the Chief Financial Officer as soon as possible.
- 12.3 If you are unsure about whether a particular act constitutes bribery or corruption, you should raise it with your line manager and Chief Financial Officer.

13. PROTECTION

- 13.1 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 13.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Chief Financial Officer immediately.

14. TRAINING AND COMMUNICATION

- 14.1 Please read this policy and if anything is unclear inform the Chief Financial Officer who will arrange training for you.
- 14.2 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

15. POTENTIAL RISK SCENARIOS: "RED FLAGS"

- 15.1 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.
- 15.2 If you encounter any of these red flags while working for us, you must report them promptly to the Chief Financial Officer:
 - (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
 - (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;

- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations;
- (i) a third party requests that you provide employment or some other advantage to a friend or relative;
- (j) you receive an invoice from a third party that appears to be non-standard or customised;
- (k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- (l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (n) you are offered an unusually generous gift or offered lavish hospitality by a third party.

16. BREACHES OF THIS POLICY

- 16.1 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 16.2 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.