

## ANTI-BRIBERY POLICY

### Summary

The Bribery Act 2010 has reformed the law relating to bribery, including introducing new offences of bribing foreign public officials and failure by commercial organisations to prevent bribery.

This policy sets out the Company's Anti-Bribery Policy which applies to all employees. Failure to comply could result in both you and the Company committing offences and will be treated as misconduct or, where appropriate, gross misconduct, for which you may be dismissed.

If you have questions or information regarding the Company's Anti-Bribery Policy or breaches of it, or if you are unsure of how to act in a specific circumstance, please seek further advice from the Directors immediately.

All the clauses below apply irrespective of whether the "bribe" is financial or otherwise (i.e., holidays, gifts, entertaining, introductions), whether through act or omission (i.e., giving a financial advantage or failing to invoice someone for goods or services provided) and whether the bribe is made either directly or indirectly (i.e., payment through an agent or payment to third parties)

This policy is intended to reflect the general provisions of the Bribery Act 2010 but is not an exhaustive list of the actions which would constitute a breach of the provisions of that Act. You are therefore required to familiarise yourself with your obligations under the Bribery Act 2010 which can be accessed through the Ministry of Justice's website at [www.justice.gov.uk](http://www.justice.gov.uk).

### Policy Requirements

You will always adhere to the provisions of the Bribery Act 2010. You must not assent or acquiesce to anyone associated with the Company, including but not limited to other employees, contractors, agents and third parties, contravening the Bribery Act 2010 and should report any such violations to the Directors.

You must not offer, promise, or give a financial or other advantage to another person where:

- you intend the advantage to bring about an Improper Performance of a Relevant Function/Activity or to reward such Improper Performance; or
- you know or believe that the acceptance of the advantage constitutes the Improper Performance of a Relevant Function/Activity.

You must not request, agree to receive, or accept a financial or other advantage where:

- you intend Improper Performance of a Relevant Function/Activity or as a reward for such the request, agreement, or acceptance itself amounts to Improper Performance of a Relevant Function/Activity.

When determining whether offering or accepting corporate hospitality could constitute bribery, you should ask yourself whether the level/value of hospitality is normal and/or whether it is likely to lead to improper performance. If you are unsure, you should seek immediate advice from a member of Management.

You must not Improperly Perform a Relevant Function/Activity or request, assent to or acquiesce in the Improper Performance of a Relevant Function/Activity in anticipation of financial or other advantage.

You must not act to influence a foreign public official in their official capacity intending to secure,

maintain or direct business or gain a business advantage by offering, promising or giving any advantage to the official or to another person at the official's request or with the official's assent or acquiescence where the official is neither permitted nor required by the written law applicable to him/her to be influenced in his/her official capacity by such an offer, promise or gift. The onus is upon you to ensure that you are acting legitimately, and it does not matter whether the official or his agent knows or believes that the performance is improper.

#### Definitions used in this policy

“Improper Performance” means performance or non-performance which breaches a Relevant Expectation”

“Relevant Expectation” means the expectation that the person performing the Relevant Function/Activity will perform it in good faith and impartially or that the person performing the Relevant Function/Activity is in a position of trust by performing it. What is expected is what a reasonable person in the UK would expect in relation to the performance of the type of function or activity concerned. In deciding what such a person would expect where the performance is not subject to the law of any part of the UK, any local custom or practice should be disregarded unless it is permitted or required by the written law of the country or territory concerned.



Colin Jackson

Managing Directors