

# Anti Corruption and Bribery Policy

## 1. POLICY STATEMENT

- 1.1 Whilst the Group continues to grow in terms of turnover and as we open and operate from more and more sites, 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 wherever we operate and implementing and enforcing effective systems to counter bribery.
- 1.2 We will uphold all laws relevant to countering bribery and corruption in the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 1.3 The purpose of this policy is to:
- 1.3.1 set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
  - 1.3.2 provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 1.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we, as the company, are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.
- 1.5 We have identified that the following are particular risks for our business
- 1.5.1 Customer entertaining and introductory fees for work.

For avoidance of doubt it is never acceptable for us to pay cash to a customer personally for any purpose. Entertaining or treating a client at a moderate level is however acceptable e.g. paying for the occasional meal, providing tickets to sporting events and providing non cash gifts at Christmas. The guide has to be that these costs should not be material [i.e. less than £500.00 per annum] and if this level is to be exceeded for any reason, director approval of the cost must be obtained in advance. In any circumstances a legal receipt must be obtained to support the expenditure.
  - 1.5.2 Introductory fees/consultancy payable on the successful award of a contract.

Here the rules are that any payment must be supported by a valid invoice from the payee, the fee should be proportional to the work awarded and the fee should not be made to an employee of the company awarding us the work. Again any such payments must be authorised by a director of Harrow Green. Fees should not be paid for repeat work with a customer unless agreed at the outset of working with a customer. If requested by the customer to disclose any such fees payable on the award of a contract this would have to be complied with.

- 1.6 To address the risks at 1.5.1 and 1.5.2 the additional rules have now been implemented:
- 1.6.1 A register of suppliers 'related' to employees is established and employees must declare in writing to their divisional director the names of any existing supplier used by any Harrow Green company to which they are 'related' i.e. a company owned by or having a director who is a relative/partner of a Harrow Green employee;
  - 1.6.2 Any links with any new supplier must also be declared before any goods or services are supplied;
  - 1.6.3 Failure to declare a relationship may result in disciplinary action;
  - 1.6.4 Where a relationship is declared, the related employee must not raise a purchase order or sign off a delivery note; and
  - 1.6.5 In addition to existing controls, ad hoc checks will be carried out specifically to ensure compliance with the Harrow Green policy.
- 1.7 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. WHO IS COVERED BY THE POLICY?

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as **"workers"** in this policy).

## 3. SCOPE OF THE POLICY

- 3.1 This policy prohibits the offering, giving, solicitation or acceptance of any bribe by any individual worker acting on our behalf, in order to gain a:
- 3.1.1 Commercial, contractual or regulatory advantage to us; and/or
  - 3.1.2 Personal advantage, financial or otherwise, for that person or anyone connected with that person such as a family member or close family friend.

## 4. WHAT IS BRIBERY?

- 4.1 A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. Inducements can take the form of gifts, loans, fees, rewards or other advantages (taxes, services, donations, etc).
- 4.2 Situations which involve bribery and corruption are not always straightforward. Just because money is not changing hands directly between the parties involved, it does not mean that a benefit in another form will not amount to bribery.
- 4.3 You should be aware that inducements which are part of local custom in some countries may amount to an offence under the Bribery Act 2010 and you may therefore be held liable to prosecution under the Act.
- 4.4 Please note that a bribe is not just limited to cash payments and can involve any financial or other advantage or anything of value.

4.5 Under the Act there are four different offences:

- 4.5.1 Bribing another;
- 4.5.2 Soliciting or accepting a bribe;
- 4.5.3 Bribing a foreign official; and
- 4.5.4 Failing to prevent a bribe.

## **5. GIFTS, HOSPITALITY AND EXPENSES**

- 5.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties provided it is lawful, proportionate and properly recorded.
- 5.2 Before giving or accepting gifts or hospitality, you must:
  - 5.2.1 obtain prior written permission from your line manager to accept or give a gift unless it is of nominal value (generally less than £5) and offered to celebrate a traditional festival such as Christmas;
  - 5.2.2 be confident that it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
  - 5.2.3 ensure that it complies with written local law and is given in our name, not in your name; and
  - 5.2.4 ensure that it is given openly, not secretly.
- 5.3 Promotional gifts of low value such as branded stationery given to or received from existing customers, suppliers and business partners will usually be acceptable.
- 5.4 Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.
- 5.5 We appreciate that the practice of giving business gifts 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 or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.
- 5.6 If in doubt about whether or not you can accept a gift without breaching this policy please contact your line manager.

## **6. WHAT IS NOT ACCEPTABLE?**

- 6.1 It is not acceptable for you (or someone on your behalf) to:
- 6.1.1 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;
  - 6.1.2 give or accept a gift of hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
  - 6.1.3 give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
  - 6.1.4 accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
  - 6.1.5 accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
  - 6.1.6 threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
  - 6.1.7 engage in any activity that might lead to a breach of this policy.

## **7. FACILITATION PAYMENTS AND KICKBACKS**

- 7.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions.
- 7.2 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 your line manager.
- 7.3 Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us. 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 your line manager.

## **8. DONATIONS**

We do not make contributions to political parties. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made by you (or on your behalf) without the prior approval of a Director.

## **9. ANTI TRUST BEHAVIOUR**

All employees (as described in the employee handbook) must not, either during the continuance of their appointment, or at any time thereafter, divulge to any person, firm or company, any information relating to the Company, or to the customers, any of the business secrets or dealings of the Company which the employee may have acquired in the course of their employment by the Company, (subject to the Public Interest (Disclosure) Act.

## **10. YOUR RESPONSIBILITIES**

- 10.1 The success of our anti-bribery measures depends on all workers playing their part in helping to detect and eradicate bribery. You must, therefore, ensure that you read, understand and comply with this policy. If you need any guidance on potential bribery issues or have any concerns or suspicions of bribery, please contact your line manager, the Human Resources department, or a Director in confidence for advice.
- 10.2 We will support any worker who makes a report, provided it is made in good faith as detailed in paragraph 0. For all workers' attention, a series of potential risk scenarios are set out in Appendix One of this policy.
- 10.3 Any employee who breaches this policy will be treated as grounds for disciplinary action, which may result in a finding of gross misconduct and immediate dismissal.

## **11. RECORD-KEEPING**

- 11.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 11.2 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.
- 11.3 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.
- 11.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

## **12. HOW TO RAISE A CONCERN**

- 12.1 You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage.
- 12.2 If you are unsure as whether or not a particular act constitutes bribery or corruption, or if you have any other queries, please raise these in confidence with your line manager, the Human Resources department or a Director.
- 12.3 Any concerns raised will be fully investigated and appropriate action will be taken to protect us.
- 12.4 If you feel it is appropriate and think concerns may not be addressed within Harrow Green they can be raised with Restore plc (at 66 Grosvenor Street, London W1K 3JL, Tel: 020 7409 2420) in accordance with the corporate (Restore) policy.

## **13. WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION**

It is important that you tell an appropriate person within the Group as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

## 14. PROTECTION

- 14.1 Workers who refuse to accept or offer a bribe, or those 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.
- 14.2 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 your line manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

## 15. TRAINING AND COMMUNICATION

- 15.1 Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.
- 15.2 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.

## 16. WHO IS RESPONSIBLE FOR THE POLICY?

- 16.1 **You** – As an employee of Harrow Green are required to read and understand all aspects of this policy and abide by it.
- 16.2 **Local Management** – Each business unit's overall compliance with the requirements of this policy is the responsibility of the local business manager. Local business managers, subject to approval by the divisional director will ensure their business unit's adherence to this policy.
- 16.3 **Divisional Management** – Divisional directors / 'Heads of' are responsible for the compliance of business units within their division.
- 16.4 **Harrow Green Board** – The board will assist each business unit with continuous refreshing and reinforcing of this policy via application guidance and monitoring.

## 17. MONITORING AND REVIEW

- 17.1 Each divisional director must ensure that local management engages in effective risk assessment and implements the necessary steps to prevent bribery and corruption. As these steps will vary by geography and business unit, divisional directors should consult with the Head of Compliance who will make available guidelines, principles and methodologies for the identification, mitigation and monitoring of these risks. The policy will be reviewed internally and externally on a regular basis.
- 17.2 This policy does not form part of any employee's contract of employment and it may be amended at any time.

This policy document will be reviewed annually or when significant changes in legislation are notified.

Signed on behalf of Harrow Green Limited



Nigel Dews – Managing Director



business relocation



IT relocation



recycling & reuse



storage services



international moving

## APPENDIX ONE

### POTENTIAL RISK SCENARIOS

The following is a list of potential risk scenarios which you should be aware of 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.

If you encounter any of these potential risk scenarios while working for us, you must report them promptly to line manager, the Human Resources department, or a Director:

- 1.1 you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- 1.2 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;
- 1.3 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;
- 1.4 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;
- 1.5 a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- 1.6 a third party requests an unexpected additional fee or commission to "facilitate" a service;
- 1.7 a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- 1.8 a third party requests that a payment is made to "overlook" potential legal violations;
- 1.9 a third party requests that you provide employment or some other advantage to a friend or relative;
- 1.10 you receive an invoice from a third party that appears to be non-standard or customised;
- 1.11 a third party insists on the use of side letters or refuses to put terms agreed in writing;
- 1.12 you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- 1.13 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
- 1.14 you are offered an unusually generous gift or offered lavish hospitality by a third party.