



# Anti-Bribery Policy

## Purpose

- 1.1 Health and Safety Partnership Consultants Limited (“the Company”) is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.
- 1.2 The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 (“the Act”) and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

## Bribery

- 1.3 Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.
- 1.4 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.
- 1.5 Bribery of a foreign official is defined as the giving or promising of a financial or other advantage which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

## Consequences of Bribery

- 1.6 Anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.
- 1.7 For employees of the Company, failure to comply with this Policy and/or with the Act may result in:
  - 1.7.1 disciplinary action which may include dismissal; and
  - 1.7.2 criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.
- 1.8 For the Company, any breach of this Policy by any employee or business associate may result in:
  - 1.8.1 the Company being deemed to be in breach of the Act;
  - 1.8.2 the Company being subject to fines; and
  - 1.8.3 the Company suffering negative publicity and further associated damage as a result of such breach.

## Responsibility for Compliance and Scope of Policy

- 1.9 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.



- 1.10 It is the responsibility of all of the above-mentioned parties to ensure that bribery is prevented, detected and reported and all such reports should be made in accordance with the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.
- 1.11 No party described in section 1.9 may:
- 1.11.1 give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;
  - 1.11.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.
- 1.12 Parties described in section 1.9 must:
- 1.12.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out below;
  - 1.12.2 exercise due diligence at all times when dealing with third parties on behalf of the Company; and
  - 1.12.3 report any and all concerns relating to bribery to the Managing Director or, in the case of non-employees, their normal point of contact within the Company, or otherwise in accordance with the Company's Whistleblowing Policy.

## Facilitation Payments

- 1.13 A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.
- 1.14 Facilitation payments constitute bribes and may not be made at any time irrespective of prevailing business customs in certain territories.
- 1.15 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to the Managing Director as soon as is reasonably possible and practicable.

## Charitable Donations

- 1.16 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.
- 1.17 All charitable donations must be fully recorded in the Company Accounts Charities section.
- 1.18 Proof of receipt of all charitable donations must be obtained from the recipient organisation.
- 1.19 Only by expressed and recorded permission of the Managing Director may charitable donations be made in cash.
- 1.20 No charitable donation may be made at the request of any party where that donation may result in improper conduct.
- 1.21 The Company nominates a charity each year, all donations should only be made to that charity. Other charities may be considered on the expressed and written permission of the Managing Director.



## Political Donations

- 1.22 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.
- 1.23 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

## Due Diligence and Risks

The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:

- 1.24 Territorial risks, particularly the prevalence of bribery and corruption in a particular country.
- 1.25 Cross-border payments.
- 1.26 Requests for cash payment, payment through intermediaries or other unusual methods of payment.
- 1.27 Activities requiring the Company and / or any associated party to obtain permits or other forms of official authorisation.
- 1.28 Transactions involving the import or export of goods.

Signed:

Position: **Director**

Latest review dated: **01 January 2023**