



JDD CONSULTANTS: ANTI-BRIBERY & CORRUPTION POLICY

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ABOUT THIS POLICY

In this policy, “**we**” and “**us**” refers to JDD Consultants.

It is our policy to conduct all 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 enforcing effective systems to counter bribery and corruption.

We will uphold all laws relevant to countering bribery and corruption under the Bribery Act 2010 (“Act”).

The purpose of this policy is to set out our responsibilities in observing and upholding our position on bribery and corruption.

Bribery is the offering, promising, giving or accepting of any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A person acts improperly where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

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

It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by severe penalties including unlimited fines and/or up to ten years' imprisonment.

WHO THIS POLICY APPLIES TO

We are a partnership without employees, so this policy applies to the partners.

3. ANTI-BRIBERY AND CORRUPTION PRINCIPLES

Whilst we respect the rules by which others conduct their own business, these are the principles by which we conduct our business:

- To carry out our business fairly, honestly, openly and with integrity.
- Not to make bribes, or condone the offering of bribes on our behalf.
- Not to accept bribes, or agree to them being accepted on our behalf.

4. IMPLEMENTATION & GUIDANCE

4.1. The Act

The Act contains two general offences covering the offering, promising or giving a bribe (ACTIVE BRIBERY) and the requesting, agreeing to receive or accepting of a bribe (PASSIVE BRIBERY). It also sets out two further offences which specifically address commercial bribery. These are:

- Bribery of a Foreign Public Official in order to obtain or retain business or an advantage in the conduct of business; and
- Corporate liability for failing to prevent bribery on behalf of a commercial organisation.

“Foreign public official”, as defined in the Act, means an individual who:

- holds a legislative, administrative or judicial position of any kind, whether appointed or elected, of a country or territory outside the United Kingdom (or any subdivision of such a country or territory);
- exercises a public function:
 - for or on behalf of a country or territory outside the United Kingdom (or any subdivision of such a country or territory), or

- for any public agency or public enterprise of that country or territory (or subdivision), or
- is an official or agent of a public international organisation.

4.2. Jurisdiction

The Act provides that the UK Courts will have jurisdiction over offences committed in the UK, and also over offences committed outside the UK where the person committing them has a close connection with the UK by virtue of being a British National, or ordinarily resident in the UK, or a person performing services for or on behalf of a body incorporated in the UK. It does not matter whether the offences take place in the UK or elsewhere. The UK courts have jurisdiction. There is NO corporate liability for receiving a bribe (PASSIVE BRIBERY) by a person performing services on behalf of a body incorporated in the UK. The offence is specifically related to such persons offering or giving a bribe (ACTIVE BRIBERY).

4.3. Responsibility for this Policy

The lead partner, Ian Derbyshire, is responsible for ensuring this policy complies with our legal and ethical obligations.

4.4. Examples of Bribery

The following are intended to serve merely as examples of bribery and are by no means a comprehensive list:

- *Offering a bribe: You offer a potential client tickets to a sporting event, but only if they agree to do business with you. This would be an offence as you are making the offer to gain a commercial 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 niece 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.

4.5. Hospitality & Entertaining

Bona fide hospitality and promotional or other business expenditure which seeks to improve or maintain the image or reputation of a commercial organisation, better market or present its products and/or services, or establish or maintain cordial relationships, is recognised as AN ESTABLISHED AND IMPORTANT PART OF DOING BUSINESS. The Act does not prohibit “reasonable and proportionate” hospitality or other similar business expenditure intended for these purposes. However, this policy recognises that hospitality or entertainment could sometimes disguise bribes or be misinterpreted as bribes.

In order to amount to a bribe there must be an INTENTION to give, offer or promise a financial, or other advantage, in order to influence someone to do something that is illegal, dishonest or in breach of trust so as to secure business or a business advantage. The basic tests which will govern the rules under this policy are:

- Is our expenditure on hospitality and the like reasonable and proportionate?
- Is there NO INTENTION to give, offer or promise anything in order to influence anyone to do something illegal, dishonest or in breach of trust so as to secure business or a business advantage?

It is very important when considering the giving or receiving of hospitality or entertainment to have regard to any current or anticipated contractual activity with the individual or company concerned (open contract negotiations for example). Where the other party is a Government or quasi-government official, the norm should be not to provide hospitality or entertainment unless there are specific circumstances, for example where lunch or dinner is provided in relation to a meeting and an official is present.

Under this policy:

- We may give and accept reasonable, hosted, entertainment which is in the legitimate interest of our business.
- We will not give or receive lavish or frequent entertainment or entertainment which is not hosted.

- Any entertainment of individuals or corporate entertainment must be appropriate.
- Promotion gifts of low value, such as branded stationery to or from existing customers, suppliers or business partners will usually be acceptable.

4.6. Reasonable & Proportionate

In order to provide guidance as to what we will regard as reasonable and proportionate, the Board has set the following criteria applicable to the United Kingdom:

Activity	Anticipated Expenditure (Limit)
Lunch or Dinner	Up to £60 per person (£400 in total) In excess of £60 per person (£400 in total)
Corporate entertaining including sporting or theatrical events	Up to £250 per person (£750 in total) to include travel and accommodation In excess of £250 per person (£750 in total)

The above limits apply to both customers and suppliers, both existing and potential. Entertaining the same party within a 12-month period shall be subject to approval of the relevant director, irrespective of the level of expenditure.

4.7. Gifts

The receiving of gifts could constitute or be misconstrued as a bribe. However, the giving or receipt of small gifts is established practice in certain business sectors and territories. Similar principles as for hospitality and entertaining apply save that:

- Partners may accept gifts of small items of limited value (not exceeding £75).
- Partners must not accept gifts of valuable items (any gift offered which is considered may have a monetary value in excess of £75 must be referred to a director for review).
- Partners must not accept gifts that are offered frequently (whatever the value).
- Any gift we give or receive must be legal under local law.
- Partners must only exceptionally make gifts to other parties and then only for a value not exceeding £75.

4.8. Donations

We do not make contributions to political parties.

We only make charitable donations that are legal and ethical under local laws and practices.

4.9 What Partners Must Not Do

The following list is intended to merely provide examples of what partners must not do and is by no means intended as a comprehensive list. It is not acceptable 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. accept a payment, gift or hospitality from a third party that you know, or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- d. accept hospitality from a third party that is unduly lavish or extravagant under the circumstances;
- e. offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of your Direct Manager/ Director;
- f. threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- g. engage in any other activity that might lead to a breach of this policy.

6. REGISTERS & EXPENSES

The accounts section will keep a register of corporate hospitality/entertaining and gifts given and/or received via the expense's procedures. Please note that business entertaining of £60 per person (or less £400 total) need not be registered unless with the same party(ies) on more than one occasion within a 12-month period.

7. POTENTIAL RISK SCENARIOS: RED FLAGS

The following is a list of possible red flags that 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.

- 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;
- c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with 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) you receive an invoice from a third party that appears to be non-standard or customised;
- j) 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
- k) you are offered an unusually generous gift or offered lavish hospitality by a third party.

Ian Derbyshire

Ian Derbyshire, JDD Consultants