

# ANTI-BRIBERY POLICY & Related Business Rules

April 2017 Rev 1  
By: Gardiner & Theobald Group



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## DEFINITIONS

- **Gardiner & Theobald (the Group)** means Gardiner & Theobald LLP and its subsidiaries.
- **Members of the Group** means all Partners, Directors and employees of the Group.
- **Business partners** means all sub-consultants, associated companies, alliance partners and any other organisation or individual providing services for or on behalf of Gardiner & Theobald anywhere in the world.
- **Management Board** means the Management Board of the Group meeting monthly in our global headquarters in London.
- **Compliance Manager.** Our Compliance Manager is Tony Burton who is a member of our Management Board. This ensures direct and prompt access to senior management in the event of any issue or concern raised in relation to the anti-bribery policy and related business rules. The Compliance Manager is responsible for:
  - overseeing implementation of our anti-bribery policy and related business rules
  - overseeing compliance by the firm's personnel
  - providing advice and guidance on the anti-bribery policy, related business rules and issues relating to bribery.
- **Gifts** are unsolicited and unexpected and may take numerous forms including, but not limited to, cash or other financial arrangements, physical items, and access to goods or services, and may be directed at the individual or a member of their direct family or other close network. These may arise either directly from the client, or, via a third party.
- **Entertainment** is unsolicited and usually unexpected and may take numerous forms including, but not limited to, invitations to lunch or dinner, public or private functions or events, directly related accommodation & travel and access to individuals or organisations that would not normally be accessible to the individual being entertained. The entertainment may be directed at the individual or a member of their direct family, or other close network. These may arise either directly from or to a client, or, via a third party.
- **Facilitation payments** are usually small payments made to secure or speed up routine actions, usually undertaken by public officials, such as issuing permits, providing services or releasing goods held in customs. They are illegal in almost all countries.
- **Senior Manager**, whenever practical, is your immediate Line/Partner/Director to whom you report. Where this is not possible because of, for example, time zone/geographic constraints, the senior manager is the most senior person locally whom you can access promptly.
- **Political contributions** are a contribution, financial or in kind, to support a political cause.

- **Financial contributions** include donations and loans.
- **In kind contributions** include gifts or loans of property, provision of services, advertising or promotional activities endorsing a political party, purchase of tickets to fundraising events specifically supporting a political cause, the release of staff to undertake political campaigning (even if this were without pay), and contributions to research organisations or “think-tanks” with close associations to a political cause.
- **Political causes** includes political parties, election committees, party affiliated organisations, party aligned research bodies, pressure or lobby groups, causes that are politically aligned, party officers and candidates.
- **Foreign Public Officials (FPO)** is defined as 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 sub-division of such country or territory), and/or
  - > Exercises a public function for or on behalf of a country or territory outside the United Kingdom (or any such sub-division of such country or territory), or, for any public agency or public company of that country or territory (or sub-division), and/or
  - > Is an official or agent of a public international organisation.

## INTRODUCTION

The policy overleaf was approved by the Management Board at a meeting on 14 February 2011 and is revalidated by the Management Board on an annual basis.

The policy applies to all of the Group business dealings and transactions. It applies to all members of the Group and our business partners. This policy applies in all countries where we carry out business.

Gardiner & Theobald has a zero tolerance of bribery and corruption.

Bribery is “the giving, receiving, soliciting or promising of money, a gift or anything else of real or implied value as an inducement to do something that is dishonest, illegal or a breach of trust in order to secure business or a business advantage”.

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

- We will carry out our business fairly, honestly, openly and with integrity.
- We will not make bribes, nor will we condone the offering of bribes on our behalf.
- We will not accept bribes, nor will we agree to them being accepted on our behalf.
- We will avoid appointing others to provide services for us or on our behalf who do not share these principles and who may harm our reputation.
- We will set out our processes for avoiding bribery and keeping to and supporting our values.
- We will keep clear and updated records.
- We will make sure that all members of the firm and our business partners know our principles.
- We will regularly review and update our programme and processes as needed.
- We will keep to these principles even when it becomes difficult.
- We will at all times act with integrity and avoid conflict of interest and any actions or situations that are inconsistent with our professional obligations.

## Procedures

The Management Board recognises that any violation of anti-bribery and corruption laws could subject the Members of the Firm to severe penalties including unlimited fines and imprisonment.

The Management Board requires the following procedures to be implemented and maintained:

- Strict compliance with this policy.
- Implementation of an Anti-Bribery Programme.
- Training to allow recognition of, and avoidance of, bribery. The internet-based training resource is compulsory for everyone in the Gardiner & Theobald Group in every UK and non UK office. The provision of appropriate training is a key feature of our obligations under the Act and one which is monitored and audited.
- Vigilance and reporting of any suspicion of bribery, immediately to the Group Managing Partner.
- Rigorous investigation of any alleged bribery.
- Firm disciplinary action against anyone involved in bribery.
- All of our business partners must be informed of this policy and must comply with this policy.

This policy was revalidated at the Management Board held on 10 April 2017.

Simon A Jones .....



Date 10 April 2017

Group Managing Partner  
Gardiner & Theobald

We have undertaken a Business/Service Risk Review to identify possible risks to Gardiner & Theobald and members of the Group. This risk assessment is reviewed annually as part of our Business Management System review meetings.

We have identified areas of our business that may be at risk from bribery.

#### **4.1 The services we provide**

- Preparation of Estimates
- Interim Valuations
- Final Accounts
- Procurement of Work
- Secondment into other organisations
- Fund Monitoring

#### **4.2 Supplies to the Group of goods and services**

- FM
- HR
- IT
- Equipment
- Sub-Consultants

#### **4.3 Hospitality, Entertainment and Gifts**

- Giving or receiving hospitality, entertainment or gifts of an unacceptably high value
- Un-hosted hospitality
- Frequent gifts of small value

#### **4.4 Geography**

- Custom and practice in countries not subject to UK Law, unless custom and practice is permitted by written law in that country
- Provision of Services in countries where there is a high risk of bribery.  
See maps at [www.cpi.transparency.org](http://www.cpi.transparency.org)
- Involvement of Foreign Public Officials

#### **4.5 Malicious Allegation of Bribery**

- Malicious allegation of bribery against the Group, Members of the Group or our Business Partners

As a result of this risk review we have procedures in place to address the risks to our business caused by bribery. These procedures can be found in this document and, where applicable, in our Business Management System.

#### **4.6 Project Specific Risks**

Project Specific Risks are identified and recorded through the new job notice database.

### 5.1 The Act

The Bribery Act 2010 contains two general offences covering the offering, promising or giving of 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

### 5.2 Jurisdiction

The Act also provides that the UK Courts will have jurisdiction over offences committed in the UK, but 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. This offence is specifically related to such persons offering or giving a bribe (ACTIVE BRIBERY).

### 5.3 Hospitality

Bona fide hospitality and promotional or other business expenditure which seeks to improve the image of a commercial organisation, better present its services, or establish 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.

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 in our anti-bribery programme 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?

### 5.4 Reasonable and Proportionate

In order to provide guidance as to what we will regard as reasonable and proportionate, the Management Board has agreed a test to be applied to the value of anything given or received by anyone providing services for or on behalf of the Group anywhere in the world.

“It is reasonable and proportionate to be able to entertain a client to say lunch or dinner, and the cost of such a lunch or dinner should be regarded as a test of the value of anything given or received by us”.

In the UK this value has been agreed at a level of £100 spent on or received from an individual.

Where we are entertaining more than one person, giving corporate hospitality or making any other business related expenditure on marketing or other such events the Management Board has agreed a limit, in the UK, of £250 (being 2.5 times the cost of lunch or dinner for an individual).

Expenditure above these limits may still be reasonable and proportionate but will require prior approval in accordance with the Rules for Delegated Authority forming part of our Anti-Bribery Programme.

It is recognised that the equivalent values in countries outside the UK may not be a straight currency conversion. The levels in each country outside the UK will be set, and published, by applying the test described, by senior managers in each region.

When travelling to and conducting business in countries other than our usual place of work members of the Group and our business partners will follow the limits set for the country they are visiting.

### Bribery Act Local Country Entertainment, Gifts and Hospitality Limits

COUNTRY/OFFICE	LIMITS	
	PERSONAL	CORPORATE (x 2.5 personal)
UK G&T LLP	£100	£250
Fairway	£100	£250
Denmark	DKK 2,000	DKK 5,000
Sweden	SKR 2,300	SKR 5,750
USA	\$125	\$315

When travelling to and conducting business in countries other than our usual place of work members of the Group and our business partners will follow the limits set for the country they are visiting.

When travelling to and conducting business in countries not listed above, use the baseline figure for your usual place of work as the limit.

## Gifts and Entertainment Rules

These rules recognise that gifts and entertainment could sometimes disguise bribes or be misinterpreted as bribes.

The rules also define what we consider to be reasonable and proportionate and what we do not. The rules govern gifts and entertainment which we give or receive anywhere in the world where we are providing services.

It is very important when considering the giving or receiving of any gift or entertainment to have regard to any current or close professional activity with the individual or companies concerned. (Open tender negotiation for example).

### Gifts

- We will not accept gifts of cash, gift vouchers or gift cards.
- We may accept gifts of small items of limited value.
- We will not accept gifts of valuable items.
- We will not accept gifts that are offered frequently (whatever the value).
- Any gift we give or receive must be legal under local law and be of lesser value than that set out in General Principles of what we regard as reasonable and proportionate.
- Any gift given or received which exceeds this value requires approval in accordance with the Rules for Delegated Authority document in section 14 of this document.
- If there is any doubt about whether a gift is reasonable and proportionate refer the matter to your immediate line Partner/Director for guidance.
- We will maintain a register of all gifts, given and received by members of the firm, which will be available for review at any time by the Management Board.
- We will reserve the right to access and review any register of gifts maintained by our business partners.

### Entertainment

- 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 must be appropriate and should not exceed the value set out in the General Principles of what we regard as reasonable and proportional in section 5 of this document.
- Corporate Entertainment and events should be appropriate and should not exceed the value set out in the General Principles of what we regard as reasonable and proportionate in section 5 of this document.
- Any entertainment given or received which exceeds these values requires approval in accordance with the Rules for Delegated Authority forming part of this document.
- If there is any doubt about whether entertainment is reasonable and proportionate refer the matter to your immediate line Partner/Director for guidance.
- We will maintain a register of all entertainment given or received by members of the firm which will be available for review at any time by the Management Board.
- We will reserve the right to access and review any register of gifts maintained by our business partners.

#### Expenses

- Anyone giving a gift or hosting any entertainment will be required to sign a statement either as part of the approval or the business case or when claiming expenses as follows:

***“I confirm that in my judgement the expenditure for gifts, hospitality and entertainment is/was reasonable and proportionate, and is not/was not intended to influence anyone to do something illegal, dishonest or in breach of trust so as to secure business or a business advantage. I also confirm that I will continue to comply with the firm’s anti-bribery policy and related business rules.”***

#### Client Travel

- We are sometimes requested to book travel for our clients in relation to projects. ALL travel for clients should be in accordance with our separate Travel Policy AND WILL ALWAYS REQUIRE DELEGATED AUTHORITY in accordance with our Anti-Bribery Policy and associated business rates.

**Facilitation Payment Rules**

If you have any doubts about a payment and suspect that it might be a facilitation payment only make the payment if the official can provide a receipt or written confirmation of its legality.

If a demand for payment is accompanied by threats such as you fear loss of life, limb or liberty, ALWAYS put safety first and make the payment. Report the circumstances and amount involved to a senior manager, who should provide details of the incident to the relevant authorities and/or British Embassy in the country concerned.

Any Members of the Group or any business partner will NOT be able to claim reimbursement of any facilitation payment made UNLESS:

- They have a receipt or written confirmation of its legality, or
- The payment has been made in face of immediate threat of physical harm or loss of liberty AND has been reported to a senior manager
- It is the specific obligation of any person who has made a facilitation payment to ensure the details of any payment are provided to a senior manager
- It is the specific obligation of that senior manager to ensure the details of this payment are recorded and passed to the Management Board
- Failure to do so by either of these parties will be considered an automatic breach of the Anti-Bribery policy
- A record of any facilitation payment will be kept and available for review by the Management Board at any time

We reserve the right to investigate a facilitation payment made by any member of the firm or business partner. We also reserve the right to implement any sanction we consider appropriate if, following investigation, we consider this policy to have been breached. These sanctions could include, but are not limited to, termination of contracts of either employment and/or third parties. In these circumstances all other relevant Gardiner & Theobald People & Development Policies & Procedures would also apply.

- Charitable donations are usually given without tangible business return.
- Sponsorships are usually given for reasons of business promotion.

We recognise that charitable donations and sponsorships could sometimes disguise bribes or be misinterpreted as bribes.

These rules define what we consider to be genuine and acceptable and what we do not.

## Charitable Donation Rules

Gardiner & Theobald may give donations to or receive donations for charities:

- In response to a request from an individual we would not give or receive a donation in excess of the value set out in the General Principles of what we regard as reasonable and proportionate in section 5 of this document.
- In response to a request from a firm, company or other organisation we would not give or receive a donation in excess of the value set out in the General Principles of what we regard as reasonable and proportionate in section 5 of this document.
- Where receipts or donations exceed these limits, agreement approval in accordance with the Rules for Delegated Authority forming part of this document is required. This will not be given unless:
  - > We have checked that the charitable contribution does not give rise to any potential conflict of interest
  - > We have checked that the charitable organisation is a valid body
  - > We have checked whether the charitable organisation has any associated Foreign Public Official (FPO) and whether the involvement of any such FPO could create any potential conflict of interest
  - > We have checked that the charitable receipt or donation could not influence a current bidding situation or be interpreted as a reward for the award of a contract

We will record and publish contributions for, and donations to, charities.

We will only make payments to or receive payments for valid charitable bodies.

We will never receive or make payments to individuals.

We reserve the right to check the records of charitable donations made or received by any agent, intermediary, sub-consultant, contractor or supplier when working directly for us, or on our behalf.

Any member of the Group or business partner can make charitable donations in a personal capacity. Gardiner & Theobald has no control over such contributions which are entirely at the discretion of the individual.

## Sponsorship Rules

We may agree to give sponsorship:

- In response to a request from an individual we would not give sponsorship in excess of the value set out in the General Principles of what we regard as reasonable and proportionate in section 5 of this document.
- In response to a request from a firm, a company or other organisation we would not give or receive a sponsorship in excess of the value set out in the General Principles of what we regard as reasonable and proportionate in section 5 of this document.
- Where sponsorship exceeds these limits, agreement approval in accordance with the Rules for Delegated Authority forming part of this document is required. This will not be given unless:
  - > We have checked that the sponsorship does not give rise to any potential conflict of interest
  - > We have checked that the organisation receiving is a valid body
  - > We have checked whether the sponsored organisation has any associated Foreign Public Official (FPO) and whether the involvement of any such FPO could create any potential conflict of interest
  - > We have checked that the sponsorship could not influence a current bidding situation or be interpreted as a reward for the award of a contract

We will record and publish all sponsorships.

We will only make payment to or receive payments for valid bodies. We will never receive or make payments to individuals.

We reserve the right to check the records of sponsorship where we have documented in writing the monies we are providing and what we expect in return by way of marketing of our business.

## Political Contribution Rules

Gardiner & Theobald does not make political contributions of any sort.

We will maintain a register of all requests for political contributions (including if solicited by a FPO) made to any member of the firm which will be available for review by Gardiner & Theobald's Management Board at any time.

We reserve the right to access and review the register of political contributions maintained by any business partner.

Any member of the Group or any business partner can make political contributions in a personal capacity. Gardiner & Theobald has no control over such contributions which are entirely at the discretion of the individual.

**Business partner** covers all entities over which Gardiner & Theobald has effective control and those where we have significant relationships. It covers sub-consultants, our associated companies/alliance partners and sub-consultants, and any other organisation or individual providing services for us or on our behalf.

Before entering into a relationship with a potential business partner we will:

- Provide a valid business case for the appointment
- Carry out due diligence when selecting our business partners
- Check the organisation structure and ownership
- Look at its financial position
- Ask about its reputation
- Speak to other business partners and/or take up references
- Check that it has an anti-bribery policy and rules or confirm that the organisation can and will comply with our policy and rules
- Keep records of this review process
- Obtain approval of the Management Board in accordance with the Rules for Delegated Authority for the appointment

We will also review the relationship with our business partners from time to time.

We will reserve the right to apply sanctions against business partners failing to adhere to our policy and rules when acting for us on our behalf.

Our processes for review and approval of our business partners are defined in our Business Management Procedure GTP106 Supplier Relationships.

## Speculative Work, Discounted and Concessionary Fees (including work for “free” and fee reductions)

### Speculative Work

Speculative work is where we agree to provide professional services with a prospect, but no guarantee, of a professional instruction arising directly thereafter. For example this could be preparatory work to assist on a bid, or advice on planning to secure permission, with the legitimate expectation that we will receive a formal paid instruction should that bid / planning activity be successful, but not otherwise.

This work does require an exchange of correspondence with the client to clearly record the fee basis, and completion of a New Job Notice (and issue of T&Cs /formal appointment as appropriate) so the client and associated details can be properly logged, but it does not require registration of an ROI. Speculative work is part of the cut and thrust of our normal commercial business, provided it is properly documented. This is not a fee discount, concession or favour. It is a commercial decision based upon a legitimate expectation of an instruction at usual rates, should the proposal for which the speculative works is being supplied prove successful.

If at a later date there is a decision made to amend, reduce or vary our rates in relation to that successful speculative work, then that later decision requires a further review and may or may not trigger registration of an ROI.

### Reduced, Discounted and Concessionary Fees

We do agree to amend, reduce or vary our rates in the cut and thrust of initial fee negotiations with clients, as part of our normal commercial business. This does not require registration of an ROI.

However on occasion, we do agree discounted fees or rates, or some other form of billing concession, as part of a wider arrangement which would trigger completion of an ROI.

For example, a decision is made that fees or bills will be reduced from levels originally agreed (or bills written off), perhaps as a concession where a project has not been as anticipated, or to secure final settlement of debts owing to us. Another scenario is where a client may ask us to do something to assist on one transaction, perhaps by charging lower fees than normal on the basis that will secure us the instruction on that one transaction should it proceed.

The reasons for the wider arrangement are easily forgotten, or indeed difficult to prove or justify should query be made subsequently. This lack of considered discussion and record could be problematic if any allegations are made at a later date, in relation to a client or a project in which we are involved.

All these examples could give rise to an adverse inference. Accordingly, it is important that any discounted or concessionary arrangements, fee reductions or rebated bills, are fully and properly documented. All of these arrangements are in effect giving a gift of the concession discount or rebate and should be registered. This process needs to show that a considered decision has been made at an appropriate level, the reasons why the work has been accepted on such terms, and then culminate in completion of an ROI.

A simple test we can apply is “*if you can do this for me then I will do this for you...*”. If the answer is “Yes” then an ROI is likely.

ANY REDUCED, DISCOUNTED OR CONCESSIONARY FEES will require approval in accordance with the Rules for Delegated Authority and an ROI must be filed. Delegated authority will not given unless the criteria below are satisfied.

## Favours

For the most part, the giving or receiving of a favour will be an expression of goodwill. However, favours incur obligations which in turn could put people into situations which would not be in their best interest or that of our business.

We will think about reputational and business risk before acting on or requesting a favour. Examples might include:

- The use of our address for delivery of an item
- Letters to allow foreign nationals to obtain visas
- Agreeing to payment in a country other than where we do business or where the work or service took place

If you are being asked to give a favour, then you should always register an ROI.

## Pro-Bono Publico (Pro Bono)

Pro-Bono work is literally work done for the public good and it generally describes professional work undertaken voluntarily and without payment as a public service. It is completely different to speculative work where work is done for free but there is legitimate expectation of a commercial instruction at a later date.

The value of any pro-bono work is likely to exceed the values set out in the General Principles of what we regard as reasonable and proportionate. As a result, ALL PRO-BONO WORK will require approval in accordance with the Rules for Delegated Authority, forming part of this document.

It is essential that all work undertaken (whether pro-bono or not) still falls within our scope of professional services/insured activities, as otherwise it will not be covered by our professional indemnity insurances, even if dealt with on G&T headed notepaper or email. You may find our insurances will not respond to a claim, and you may find yourself personally liable for any such work undertaken.

In relation to all pro-bono work, our standard terms and conditions should be issued.

## Rule 11 - Delegated Authority Criteria

Any such approval will not be given unless:

- We have checked that the provision of services will not give rise to any potential conflict of interest.
- We have checked that the organisation receiving services has any associated Foreign Public Official (FPO) and whether the involvement of the FPO could create any potential conflict of interest.
- The provision of services could not be interpreted as a reward for the award of a contract or influence a current bid situation.
- The work is within our scope of professional services/insured activities.

As a firm regulated by the RICS we are required to follow a set of Global Professional and Ethical Standards. More information can be found at:

[www.rics.org/uk/the-profession/professional-and-ethical-standards](http://www.rics.org/uk/the-profession/professional-and-ethical-standards)

Behaving ethically goes to the heart of what it means to be a professional. It is what distinguishes professionals from others in the marketplace. Having a clear set of professional and ethical standards to guide behaviour gives all those we deal with confidence in the way we do things. The RICS has created a streamlined set of professional and ethical standards:

**Act with integrity**

- This means being honest and straightforward in all that you do.

**Always provide a high standard of service**

- This means always ensuring that your client, or others to whom you have a professional responsibility, receive the best possible advice, support or performance of the terms of engagement you have agreed.

**Act in a way that promotes trust in the profession**

- This means acting in a manner, both in your professional life and private life, to promote you, your firm or organisation you work for and the profession in a professional and positive way.

**Treat others with respect**

- This means treating people with courtesy, politeness and consideration, no matter what their race, religion, size, age, country of origin, gender, sexual orientation or disability. It also means being aware of cultural sensitivities and business practices.

**Take responsibility**

- This means being accountable for all your actions - don't blame others if things go wrong, and if you suspect something isn't right be prepared to do something.

Members of the RICS and firms regulated by the RICS are expected to behave in the following way:

**Bye-Law 5.2.1:**

*"Every member shall conduct himself in a manner befitting membership of the RICS."*

**Rule 3 of the Rules of Conduct for Members:**

*"Members shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with their professional obligations."*

**Rule 3 of the Rules of Conduct for Firms:**

*"A Firm shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with its professional obligations."*

We will carry out internal audits of our anti-bribery policy and related business rules at regular planned intervals taking into account the risk and importance of the processes and areas to be audited and the results of previous audits.

All audits will be carried out in accordance with our Business Management Procedure GTP105 Performance Evaluation and Improvement and the results will be reported to the Compliance Manager and our Management Board.

- **Audit** is the process of analysing and evaluating the documentation and actions of relevant personnel (either member of the firm or business partner) to ascertain the extent to which a breach (if any) of Gardiner & Theobald's Anti-Bribery Policy and related rules has occurred.
- **Sanctions** are the actions that Gardiner & Theobald may choose to implement if it is determined there is a breach of any of its Anti-Bribery Policy and related rules has occurred.
- Gardiner & Theobald's Anti-Bribery Policy and all its related rules are within the scope of these rules.
- Application of these rules will be in conjunction with all other current and relevant Gardiner & Theobald People & Development Policies & Procedures as these may apply to members of the firm.
- Application of these rules will be in conjunction with all other current and relevant Gardiner & Theobald Policies & Procedures as these may apply to our business partners.

## AUDIT AND SANCTION RULES

Failure to implement any or all aspects of the Anti-Bribery Policy and associated rules will be considered an automatic breach of this Anti-Bribery Policy.

A Register of Interests will be kept by members of the firm and our business partners. The Gardiner & Theobald Register of Interests will be available for review by the Management Board at any time, and the same Management Board reserves the right to require access to the Register of Interests maintained by a business partner.

Gardiner & Theobald reserves the right to investigate any action by members of the firm and our business partners. Gardiner & Theobald also reserves the right to implement any sanction considered appropriate if, following investigation, Gardiner & Theobald considers the Anti-Bribery Policy (or its associated rules and procedures) to have been breached.

These sanctions could include, but are not limited to, termination of contracts of either employment and/or directly associated personnel (or their employer) and/or the members agreement of any Gardiner & Theobald LLP Member.

Gardiner & Theobald reserves the right to keep confidential the outcome of any and all audits undertaken under the auspices of its Anti-Bribery Policy, including any sanctions that may have been applied. This confidentiality will be maintained unless authorised by the Management Board, or, if directed by any authority with properly constituted legal jurisdiction.

## IMPROVEMENT OF THE ANTI-BRIBERY POLICY

All proposed changes and/or improvements to our anti-bribery policy and related business rules shall be assessed by the Compliance Manager prior to their introduction, and, if appropriate, by the Management Board, to ensure that they do not reduce the effectiveness of the anti-bribery rules.

Changes and improvements will be managed in accordance with our Business Management System Procedure GTP105 Performance Evaluation and Improvement.

## COMPLIANCE DECLARATION

All of our employees have an Anti-Bribery Compliance declaration as part of their contract of employment when they join the firm. This is reinforced through our e-learning training package and through signing a further declaration on all expenses claims forms.



## RAISING CONCERNS

Our procedure for raising concerns is as follows:

- Personnel have an ethical and legal duty to report attempted, suspected or actual bribery, or any breach of or weakness in our anti-bribery policy and related business rules to an appropriate person within the firm via the Register of Interest Form.
- Concerns will be investigated by the Compliance Manager, and will be acted upon where appropriate, and feedback will be given where appropriate.
- Where requested by personnel, we will ensure that the firm as far as possible keeps the identity of personnel who make a report confidential (unless the firm is required by law to disclose this information).
- Personnel may report anonymously (if and to the extent that applicable laws allow this).
- Personnel may be protected from retaliation after raising in good faith a concern about actual or suspected bribery or the implementation of our anti-bribery policy and related business rules.
- It is a disciplinary offence to retaliate against someone who in good faith raises a concern about actual or suspected bribery or the implementation of the anti-bribery policy and related business rules.
- Personnel are encouraged to contact the Compliance Manager for advice on what to do if faced with a concern or situation which could involve bribery and for advice on how and when they can report to appropriate external authorities.
- This procedure will be available to all personnel via GT Knowledge.
- We will regularly promote and encourage the use of personnel of the reporting procedures, via refresher training.

## CONFLICT OF INTEREST

Our policy on Conflict of Interest is available on the firm's intranet. Personnel are required to comply with this policy and to notify any actual or perceived Conflict of Interest in accordance with this policy and/or via the Register of Interests system on a confidential basis.

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