

# Anti-corruption, Fraud and Bribery Policy

Rev 2

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<p>Kevin Hague Managing Director</p>	
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## POLICY STATEMENT

**1.1 This policy applies to all companies within Aarsleff Ground Engineering Ltd UK and Avoncross Ltd, including companies trading as Centrum Pile and Cannon Piling (referred to in this statement as 'The Company').**

1.2 This policy is non-contractual and the Company reserves the right to amend or withdraw the policy at any time at the Company's discretion.

1.3 It is The Company's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to fraud, 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 fraud, bribery and corruption.

1.4 We will uphold all laws relevant to countering fraud, bribery and corruption. However, we remain bound by UK laws, including The Economic Crime and Corporate Transparency Act 2023, The Bribery Act 2010, The Fraud Act 2006 and The Competition Act 1998, in respect of our conduct both at home and abroad.

## 2. ABOUT THIS POLICY

2.1 The purpose of this policy is to:

2.1.1 Set out our responsibilities, and of those working for us, in observing and upholding our position on fraud, bribery and corruption issues.

2.1.2 Provide information and guidance to those working for us on how to recognise and deal with fraud, bribery and corruption issues.

2.1.3 To provide information on the types of fraud offences and how these could apply to our organisation.

2.1.4 To lay out the general principles and procedures in place to prevent fraud.

2.1.5 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

2.2 It is a criminal offence to offer, promise, give, request, or accept a bribe, individuals found guilty can be punished by up to ten years' imprisonment and/ or a fine. As an employer if we fail to prevent bribery, we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation . We therefore take our legal responsibilities very seriously.

2.3 We have identified that the following are particular risks for our business:

2.3.1 **Gifts and excessive entertainment/ hospitality/ travel and accommodation expenses.**

2.3.2 **Cash payments**, whether by Employees or business partners such as agents, introducers or consultants.

2.3.3 Other **'favours'** provided to public officials or customers, such as engaging a Company owned by a member of a public officials or customer's family: and

2.3.4 The uncompensated **use of company services**, facilities or property.

To address those risks, we have provided instruction and guidance in this policy, **'The Expenses, Hospitality and Entertainment Policy'** and the **'Criminal Finances Act 2017 Policy'**

2.4 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.

### 3. WHO MUST COMPLY WITH THIS POLICY?

3.1 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

### 4. WHO IS RESPONSIBLE FOR THE POLICY?

4.1 The Board of Directors have overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

4.2 The Board of Directors and Senior Management team have primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing and reviewing internal control systems, processes and procedures to ensure they are effective in countering fraud, bribery and corruption as required by The Bribery Act 2010, The Competition Act 1998 and The Fraud Act 2006, The Economic Crime and Corporate Transparency Act 2023 and subsequent amendments.

4.3 Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.

### 5. WHAT IS FRAUD, BRIBERY AND CORRUPTION?

5.1 **Fraud** is wrongful or criminal deception intended to result in financial or personal gain. It is a criminal offence to commit fraud, this includes:

5.1.1 Fraud by false representation;

5.1.2 Fraud by failing to disclose information;

5.1.3 Fraud by abuse of position;

5.1.4 Participation in fraudulent business, obtaining services dishonestly;

5.1.5 Cheating the public revenue;

5.1.6 False accounting;

5.1.7 False statements by company directors;

5.1.8 Fraudulent trading.

5.1.9 As an employer, if we fail to prevent fraud, we can face fines, exclusion from tendering for public contracts and damage to our reputation. We therefore take our legal responsibilities very seriously.

5.2 **Bribery** is offering, promising, giving or accepting 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.

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

5.2.2 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.

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

5.4 It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery, we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation.

### Examples of bribes:

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

## 6 WHAT IS MEANT BY 'INTENDING TO BENEFIT'?

- 6.2 The intended beneficiary from any fraud committed is key when determining if an organisation can be held accountable for the offence of 'failure to prevent fraud'.
- 6.3 The Company does not need to receive any benefit for the offence of 'failure to prevent fraud' to apply – since the fraud offence can be complete before any gain is received. It is enough that the organisation was intended to be the beneficiary.
- 6.4 The same applies if the intention was to benefit clients to whom the person committing the fraud provides services for or on behalf of the relevant organisation.
- 6.5 The intention to benefit the organisation does not have to be the sole or main motivation for the fraud, the offence of 'failure to prevent fraud', can still apply where a fraudster's primary motivation was to benefit themselves, but where their actions will also benefit the organisation.
- 6.6 The same applies if the intention was to benefit the client to whom the associated person provides services for or on behalf of the organisation.

### Example:

*A salesperson who is on commission may engage in mis-selling to increase their own commission, but in doing so, they also increase the company's sales. Even though this is not the fraudster's primary motivation, the intention to benefit the company can be inferred in this case because the benefit to the salesperson is contingent on the benefit to the company. As a result, the company may be prosecuted for failure to prevent the fraud.*

- 6.7 The benefit may be financial or non-financial, for example, a fraud intended to confer an unfair business advantage would be in scope, as this would constitute an indirect benefit. Equally, a fraud that disadvantaged a competitor would also be in scope.

## **7 FRAUD PREVENTION PROCEDURES**

7.2 The Company has put in place the following fraud prevention measures:

- 7.2.1 Policies regarding 'Ethical conduct for employees and collaboration partners', 'Anti-Corruption, Fraud and Bribery Policy' are provided to all employees.
- 7.2.2 All employees have access to the policy and procedures for raising concerns regarding fraud, whether this is direct to the HR team or a director, or via the 'Whistleblowing Policy'.
- 7.2.3 The Company has implemented training on Fraud Prevention ([Fraud Awareness and Prevention Training | iHasco](#))
- 7.2.4 The Company has assigned a nominated person responsible for fraud prevention
- 7.2.5 The Company has conducted risk assessments across the risk areas where fraud could occur, these are reviewed periodically

## **8 INVESTIGATIONS, PENALTIES AND SANCTIONS**

8.2 The Company may be criminally liable where an employee, agent, subsidiary, or other 'associated person', commits a fraud intending to benefit the organisation and the organisation did not have reasonable fraud preventions in place, It does not need to be demonstrated that Directors or Senior Managers ordered or knew about the fraud.

8.3 The offence of 'failure to prevent' sits alongside existing law; for example, the person who committed the fraud may be prosecuted individually for that fraud, while the Company may be prosecuted for failing to prevent it.

8.4 The offence of 'failure to prevent fraud' will come into effect on 1<sup>st</sup> September 2025.

## **9 WHAT YOU MUST NOT DO:**

9.2 It is not acceptable for you (or someone on your behalf) to:

- 9.2.1 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;
- 9.2.2 Give or accept a gift or hospitality during any commercial negotiation or tender process, if this could be perceived as intended or likely to influence the outcome;



- 9.2.3 Accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it will provide a business advantage for them or anyone else in return;
- 9.2.4 Accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- 9.2.5 Offer or accept a gift to or from Government officials or representatives, or Politicians or Political parties;
- 9.2.6 Threaten or Retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- 9.2.7 Engage in any other activity that might lead to a breach of this policy.

## **10 FACILITATION PAYMENTS AND KICKBACKS**

10.2 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

10.3 Facilitation payments, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK but are common in some other jurisdictions.

10.4 Kickbacks are typically payments made in return for a business favour or advantage.

10.5 You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. 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 a director or [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk).

## **11 GIFTS, HOSPITALITY AND EXPENSES**

11.2 This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- 11.2.1 Establishing or maintaining good business relationships;
  - 11.2.2 Improving or maintaining our image or reputation; or
  - 11.2.3 Marketing or presenting our products and services effectively.
- 11.3 The giving and accepting of gifts is allowed if the following requirements are met:

11.3.1 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;

11.3.2 It is given in our name, not in your name;

11.3.3 It does not include cash or a cash equivalent (such as gift certificates or vouchers);

11.3.4 It is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;

11.3.5 It is given openly, not secretly; and

11.3.6 It complies with any applicable local law.

11.4 Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

11.5 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.

11.6 We appreciate that practice 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, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

11.7 For those in receipt of a company credit card they are reminded that these are for use in emergency or exceptional circumstances only and only if items cannot be sourced through the normal purchase order and supply chain processes and for:

11.7.1 accommodation when travelling in this country or abroad for business purposes

11.7.2 train travel in the UK, for business travel abroad e.g. flights, hire cars

11.7.3 client entertainment only following approval by the Director

11.7.4 all purchases must be uploaded into the expense in app with VAT receipts, these must be provided promptly at the end of each month.

11.8 Travel should be requested through the AarTravel App, [AarTravel](#), which will then be booked through Central Admin

## 12 DONATIONS

12.2 We do not make contributions to political parties.



12.3 We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of a Senior Director and in line with the agreed annual budget.

### **13 RECORD-KEEPING**

13.2 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

13.3 You must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

13.4 You must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

13.5 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

13.6 Records will be circulated to the Board each quarter for review.

### **14 YOUR RESPONSIBILITIES**

14.2 You must ensure that you read, understand and comply with this policy.

14.3 The prevention, detection and reporting of bribery, fraud and other forms of corruption are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

14.4 You must notify a director or [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk) as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in paragraph 18.

### **15 HOW TO RAISE A CONCERN OR REPORT AN ISSUE**

15.2 You are encouraged to raise concerns and report issues about any issue or suspicion of bribery, fraud or corruption at the earliest possible stage.

15.3 If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, fraudulent activity, corruption or other breach of this policy has occurred or may occur, you must notify your line manager or a director as soon as possible.

15.4 If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your line manager or a director or send queries to [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk).

15.5 Potential acts of fraud, bribery, corruption or anti-competitive behaviour should be reported to a director or [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk).

15.6 We hope that in many cases you will be able to raise any concerns directly. If this is not possible or you feel that your line manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact a director or raise your concerns via [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk) or in writing addressed to 'Whistleblower', Aarsleff Ground Engineering Ltd, Hawton Lane, Balderton, Newark NG24 3BU. Please refer to the Whistleblowing Policy for more information.

15.7 Concerns or issues raised will be investigated by a director. We will arrange a meeting with you as soon as possible to discuss your concern or issue. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

## **16 PROTECTION**

16.2 Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's fraudulent activity or 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.

16.3 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery, fraud or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery, fraud or other corruption offence has taken place or may take place in the future.

16.4 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 the Human Resources department immediately at [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk). If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

## **17 TRAINING AND COMMUNICATION**

17.2 Training is carried out for all individuals who work for us, and regular training will be provided as necessary.

17.3 Our zero-tolerance approach to fraud, 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.

## **18 POTENTIAL RISK SCENARIOS: "RED FLAGS"**

18.2 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery, anti-fraud and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only. If you encounter any of these red flags while working for us, you must report them promptly to a director or [HR@aarsleff.co.uk](mailto:HR@aarsleff.co.uk):

18.2.1 You become aware that a third party engages in, or has been accused of engaging in, improper business practices;

18.2.2 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;

18.2.3 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;

18.2.4 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;

18.2.5 A third-party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;

18.2.6 A third-party requests an unexpected additional fee or commission to "facilitate" a service;

18.2.7 A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;

18.2.8 A third party requests that a payment is made to "overlook" potential legal violations;

18.2.9 A third party requests that you provide employment or some other advantage to a friend or relative;

18.2.10 You receive an invoice from a third party that appears to be non-standard or customised;

18.2.11 A third party insists on the use of side letters or refuses to put terms agreed in writing;

18.2.12 You notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

18.2.13 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

18.2.14 You are offered an unusually generous gift or offered lavish hospitality by a third party.

## 19 BREACHES OF THIS POLICY

19.2 Any employee who breaches this policy will be investigated under our disciplinary policy, a process which could result in dismissal for misconduct or gross misconduct.

19.3 We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy