Anti Bribery and Corruption Policy

Policy Overview and Scope

Emerson Crane Hire Limited is committed to conducting its business with honesty, integrity and transparency. The Company has a zero-tolerance approach to bribery and corruption and is committed to complying with all applicable anti bribery and anti-corruption laws and regulations.

Any form of bribery, corruption, facilitation payment, kickback, or improper inducement is strictly prohibited. The purpose of this policy is to outline the company arrangements to prevent any activities that may be considered to constitute bribery or corrupt practice to retain or generate business.

This policy applies to all employees including directors, temporary staff, contractors and any business partners and agents where relevant including those acting on behalf of the company. This policy applies in all UK countries in which Emerson Crane Hire Limited currently only operates.

Breaches of Policy and Arrangements

Breaches of this policy and noncompliance with the arrangements defined may result in:

- Disciplinary action up to and including dismissal.
- Termination of contracts with third parties.
- Referral to law enforcement authorities which may result criminal penalties where applicable.
- Referral to specialist legal counsel which may lead to civil action being taken
- Referral to the Competition and Markets Authority (CMA) If we suspect a competitor, supplier, customer or any other business is infringing competition law: call the CMA Cartels Hotline on 020 3738 6888 or email cartelshotline@cma.gsi.gov.uk.

Policy Implementation Monitoring and Review

- Emerson Crane Hire Limited shall maintain oversight of this policy by periodically assessing bribery and corruption risks and updating its risk register.
- Monitor compliance with this policy through independent accounts audits.
- Investigate allegations promptly including those reported confidentially through our whilst blowing policy.

This policy is subject to annual review and is approved by the Managing Director

Liam Clancy: Managing Director

Definitions

Bribery: The offer or receipt of any gift, loan, payment, reward or other advantage to or from any person as an encouragement to do something which is dishonest, illegal or a breach of trust, in the conduct of the Company's business.

Corruption: The misuse of entrusted power for private gain. To place this in context, you should be aware that if you engage in activities which are contrary to UK anti-bribery and corruption legislation, you could face up to 10 years in prison and/or an unlimited fine, and the Company could also be liable to an unlimited fine and Government sanctions.

Facilitation Payments: Facilitation payments are unofficial payments made to secure or speed up routine government actions. **These payments are prohibited regardless of local customs or practices.**

Arrangements to Meet the Bribery Act 2010

The following procedures are in place, in accordance with the Bribery Act 2010. This Legislation introduced four offences of which our arrangement is designed to meet Sections 1, 2 and 7 on the basis that Emerson does not operate outside of the UK and therefore section 6 does not currently apply:

Section 1: Offences of bribing another person
Section 2: Offences related to being bribed
Section 6; Bribery of foreign public officials
Section 7: Failure of Commercial Organisations to Prevent Bribery

The corporate office is the most significant change from previous legislation, and places the onus on companies to ensure that their anti-corruption procedures are robust

Section 1: Offences of bribing another person

A person will be guilty of committing an offence if either of the following occurs:

1. Promises, gives financial or other advantage with the intention for another person to perform improperly or to reward improper function.

It does not matter to whether the advantage is given or offered to the person directly responsible for performing the activity, it is still considered an offence.

2. Promises, gives financial or other advantage, knowing or with perception that the advantage would establish improper performance. It does not matter to whether the advantage is given or offered through a third party, it is still considered an offence. 'Improper performance' will be determined by whether the action or behaviour of the individual is in breach of what a court would deem a relevant expectation performing the type of function concerned or by failure to perform. The function or activity being considered does not need to have a connection to the UK. Given that the definitions are complex and were widely drafted deliberately, there is a risk that they could mistakenly incorporate legitimate business conduct. As a result, creating unnecessary litigation costs defending legitimate conduct in the event of prosecution.

Section 2: **Offences related to being bribed**
A person will be guilty of committing an offence if the following occurs:
1. They request, agree to receive, or accept an advantage in return for improper performance.
2. The request, agreement or acceptance constitutes improper performance.
3. They request, agree to, or receive an advantage because of improper performance.
4. In anticipation of request, agreement to receive or accepting an advantage, improper performance is conducted directly by the person or by another at their request.

Requests or acceptance to receive either directly or through a third party is a breach of the legislation regardless of whom the advantage is due to benefit. In the event of the improper performance being carried out by another (unknowingly or willingly), the person making a request or accepting to receive an advantage is still guilty of committing an offence.

Section 7: **Failure of Commercial Organisations to Prevent Bribery**
A commercial organisation will be deemed guilty of corporate offence if:

1. A 'person' associated with the organisation bribes another 'person' with intent
a) to obtain or retain business for the organisation.
b) to obtain or retain an advantage in the conduct of business for the organisation.

A 'person' associated with the organisation is not limited to employees but those who perform services on their behalf such as agents, subsidiaries and third parties. A person guilty under section 7 on conviction on indictment is subject to a fine when and where:

2. They are unable to prove there were adequate procedure in place to prevent payment of bribes. A company convicted of failing to prevent bribery could receive an unlimited fine
Under existing law and introduction of the general offences in April 2011, a commercial organisation is most likely to be guilty of a bribery offence when senior management are involved. If an offence was committed with consent of senior management within the organisation, he or she will also be considered guilty and liable to criminal prosecution providing they have a close connection with the United Kingdom.

Under the new corporate offence, an organisation may still be found guilty despite the bribery being unknown to those within it. Providing the organisation has 'adequate procedures' in place to prevent such activities from being conducted, they have a defence. This defence places responsibility on the organisation to ensure sufficient anti-corruption procedures are in place to stop those associated with the organisation committing to acts of bribery or corrupt practice.

Under the Act, the Government is required to provide illustrative guidance on what amounts to 'adequate procedures. Published in January 2011, procedures require modification to reflect an organisations assessment of potential risks and where they are most susceptible. Ultimately, assessment of 'adequate procedures' implemented by an organisation is at the disclosure of the courts.

Extra-territoriality:

All offences will have extra-territorial application, namely that the offences may be prosecuted if:

1. Executed by a British national or company, or by a person who is ordinarily resident in the UK regardless of whether the act or omission which forms part of the offence took place outside the UK.

Conflicts of Interest
All people within the scope of this policy must avoid situations where personal interests conflict or appear may appear to conflict with Emerson Crane Hire interests or those of its potential or existing clients and subcontractor, or supply chain partners. There is the expectation to disclose:

- Any financial interests in suppliers or competitors such as share ownership or previous working relationships.
- Any personal relationships that may appear to be capable of influencing business decisions, such as friendships or relations within a potential or existing client business or competitors' business
- Any other circumstance that could compromise objectivity.

Declared potential conflicts must be made to the Managing Director, Finance Director and Operations Manager will be reviewed and managed appropriately through risk assessment.

Subcontractor Due Diligence Checks
Our Subcontractor PQQ requests confirmation they either have or will comply with Emerson Anti-Bribery and Corruption policy which complies with the Bribery Act 2010 and the Ministry of Justice Guidance issued in March 2011 in providing adequate procedures designed to prevent bribery.

Training and Awareness and Reporting Suspected Bribery and Corruption Activities
The Company will provide anti-bribery and corruption training which includes guidance on identifying and managing risks. Employees are required to complete all mandatory compliance training which includes antibribery and corruption.

All staff are reminded of our whistle blowing policy and antibribery policies as a point of reference in our employee handbook, and if concerned that their direct line manager may be involved in bribery or corruption or feel they may be concerned that they are being coerced into participating in such acts, to report in confidence to the Managing Director and/or Finance directly.

Detecting & Avoiding Anti-Competitive Behaviour
The rates quoted to our clients are based either on agreed schedules of rates under framework contracts awarded under open competition tender, or internal standard schedule of rates. These are controlled within our CRM system and can only be adjusted by access authority granted by the Directorate. These cannot be discounted without authorisation and justification entry into the CRM. There may be cases where this is justified such as an agreement to discount quote and ergo invoice due to credit for shortfall in a previous CPA hire agreement or contract lift agreement.

Any discounted quotes to the rates set within the CRM system are visible by client reference and contract agreement reference within the Salesforce dashboard report which is reviewed at least weekly by the Directorate as part of operational meetings

Sales staff receive practical one to one mentoring from the Sales Director on how to handle accidental receipt of competitor data and how to behave at industry events. The Managing Director, Sales Director or Strategic Account Manager are present at these events to ensure behaviours are observed and maintained.
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Gifting Clients and Promotional Gifting Including Charitable Political Party Donations
There is no fixed or legal maximum amount specified under the UK Bribery Act 2010; instead, the law dictates that any gift must be **reasonable, proportionate, and not intended to influence** a business decision. Emerson Crane Hire Limited policy is that:

1. We will comply with our client's anti bribery and corruption policies first and foremost regarding gifting and value limits set. Some dictate zero gifts or gratuities including even the offer of food or beverage, some have limits ranging from £5 to £100, but then go onto add further restrictions such as the offer of alcohol, tobacco, gift cards or overnight accommodation subsidy being excluded.

2. It is the responsibility of any Emerson staff member to ask the client if they have any limits or exclusions regarding offer of gifts or gratuities, and if there is no clear policy provided or clear response, to not offer to pay for anything. Even if this is a normal courtesy such as to offer to buy a coffee during a meeting.

3. Where our clients have either no clear policy with regard acceptable gifting, good will gestures and limitations our policy is that: -

- Promotional gift bag shall not exceed a total of £15.50 each in content including gift bag per person.

- The offer of a meal, entertainment and beverage shall not exceed £50.00 per person and is limited to each individual every 6 months and must not include cash or any equivalent cash gift or discount vouchers.

- Costs for such gratuities above £50.00 shall be quoted and passed to accounts for Finance Director review and pre-approval and recorded upon transaction by provision of receipts and expenses claim form for accounts records regardless of whether claimed as an out-of-pocket expense claim or paid through company credit card.

- No offer of gift or gratuity of any kind or value may be offered to a public official, regulator or representative of a government body without first notifying the Finance Director and/or Managing Director and receiving prior approval. If no written approval is received, the default position is not to make any offer of gratuity or goodwill in any form.

- Charitable donations to a client or contractor/supply chain partner is permitted and is unlimited on the provision that they are transparent and properly documented by bank transfer straight to the charity and is not used to obtain a business advantage and;

- Is only paid to charities registered with the government Charity Commission Service: https://www.gov.uk/find-charity-information, unless contributions either as a direct payment or indirect contribution such as a local authority community building regeneration project forms part of the supply chains obligations under a local authority agreement between our client under JCT, NEC or similar contract. Our contribution will be reported with transparency and in the form agreed between the client and the local authority.

- The company will not make or permit political donations unless specifically authorised by the Managing Director, and Finance Director, and permitted by applicable law.

Receiving Client Gifts and Gratuities
When offered a gift or gratuity Emerson Crane Hire policy is that all staff must:

- Not accept any gift or gratuity unless they have received the client or contractors (where the contractor is providing support to an Emerson bid) unless they have received the client or contractors Anti Bribery and Corruption Policy and is confident that the gift or gratuity being offered is within limitations.

- Refer to the client or contractor Anti Bribery and Corruption Policy. If the client or contractors Anti Bribery and Corruption Policy isn't received or is unclear, or too ambiguous to make a confident and informed decision as to whether to accept the gift, then the offer must be politely refused and reported to the Finance Director and/or Managing Director.

- Ensure no gifts regardless of value shall be accepted if they are offers of cash or bank transfer of money into personal accounts of the staff member or their friends or family.

- Ensure that no gifts of paid travel such as train fares, flights or accommodation shall be accepted unless specific for the purpose of conducting business as part of a contract already agreed and completed. In other words, such offers are not permitted during any potential decision making such as taking part of a tender bidding and adjudication process.

- Ensure that no gifts such as offer of discounted or free holiday accommodation is accepted, even if this is for example and personal timeshare property, use of leisure craft, vehicles etc.

- That any gift or gratuity received is declared and reported to the accounts department. Below £50 is acceptable without prior approval being required subject to it being reasonable and proportionate and not linked to a pending decision such as a tender adjudication and approval in process, or a certification decision being made such as ISO certifying body assessments.

- Ensure that any above the value of £50 is declared and reported to the Finance Director and accounts department for prior approval before accepting the offer. The cumulative limit from any one source in the company's financial year August to July is limited to £200 unless authorised to receive from the Finance Director and/or Managing Director.

Record Keeping of Gifts and Gratuities Provided by Emerson Crane Hire Limited
Records of gifts, gratuities provided to a contractor or client approved for payment shall be kept as invoices and payment transactions within the accounts database, these include any associated company credit card payment records and accompanied with a scanned copy of the company expenses claim form to record the recipient of the gift or gratuity by name and/or company. These financial transactions are subject to independent accounts audits by the company's accounts company

These claims will also be summarised on the Emerson Gifts and Hospitality Register
This record keeping excludes promotional gift bags as Emerson buys contents in bulk and makes these bags up as needed. The records relate only to claims for meals, entertainment and beverage as previously outlined.

Record Keeping of Gifts and Gratuities Received from Clients and Contractors
All received gifts and gratuities received from a client and/or contractor including those above the confirmed or approximate £50 limit set which has been declared and approved by the Finance Director and/or Managing Director **shall be recorded on the Emerson Gifts and Hospitality Register**