Bribery, Fraud and Malpractice Policy

July 2026

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Bribery, Fraud and Malpractice Policy
Amendment Record

Section Number Appendix Name	Date of Amendment
Annual review: No amendments made	31st July 2015
Annual review: No amendments made	31st July 2016
Annual review: No amendments	30th July 2017
Annual review: No amendments	29th July 2018
Annual review: No amendments	28th July 2019
Annual review: No amendments	27th July 2020
Annual review: 14 - Competition law added 17 - Breach of Policy added	26th July 2021
Annual review: No amendments	25th July 2022
Annual review: No amendments	24th July 2023
Annual review: No amendments	23rd July 2024
Annual review: No amendments	22nd July 2025
Annual review: Director change	21st July 2026

1. POLICY STATEMENT

1.1 It is PLF Ltd's policy to conduct all of 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 implementing and enforcing effective systems to counter bribery.

1.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

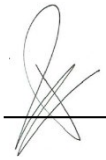
1.3 The purpose of this policy is to:

a. set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and

b. provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

1.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

1.5 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.

Name: Mr Jed Jackson-Porteus Signature:  Position: Managing Director

Date: 21st July 2026 Review date: 20th July 2027

2. Who is covered by the Policy?

This policy applies to all individuals working at all levels, including directors, consultants, employees (whether permanent, fixed-term or temporary), contractors, trainees and agency staff, volunteers, or any other person associated with us, wherever located (collectively referred to as workers in this policy).

3. What is Bribery?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

Examples:

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 entertains you, 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.

4. Gifts and Hospitality

4.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

4.2 The giving or receipt of gifts is not prohibited, if the following requirements are met:

a. 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;

b. it complies with local law;

c. it is given in our name, not in your name;

d. it does not include cash or a cash equivalent (such as gift certificates or vouchers);

e. it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;

f. taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;

g. it is given openly, not secretly; and

h. gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of the Managing Director.

4.3 The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

4.4 Clients will, on occasion, express appreciation with a gift of flowers, chocolate or wine. This policy does not prohibit the receipt of such gifts provided that you are satisfied that they are proportionate and reasonable in the circumstances. Any concern should be discussed with the Managing Director. Gifts of a value in excess of £100 must always be disclosed to the Managing Director.

4.5 Gifts from suppliers should always be disclosed to the Managing Director.

5. What is Not Acceptable?

It is not acceptable for you (or someone on your behalf) 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, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

c. accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

d. accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;

e. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy;

f. engage in any activity that might lead to a breach of this policy.

6. Facilitation Payments and Kickbacks

6.1 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

6.2 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 the Managing Director.

6.3 Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

7. Donations

We do not make contributions to political parties. 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 the Managing Director.

8. Your Responsibilities

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

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

8.3 You must notify the Managing Director 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.

8.4 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

9. Record-Keeping

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

9.2 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

9.3 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

9.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

10. How to Raise a Concern

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the Managing Director.

11. What to Do if You Are a Victim of Bribery or Corruption

It is important that you tell the Managing Director as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

12. Protection

12.1 Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's 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.

12.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. 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 Managing Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which can be found in the Staff Handbook.

13. Training and Communication

13.1 Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.

13.2 Our zero-tolerance approach to 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.

14. Competition Law

14.1 The company respects competition laws which prohibit anti-competitive agreements and abuse of market power.

14.2 We respect and comply with applicable competition laws and regulations and will ensure we prevent competition law infringements, such as price fixing, market sharing or bid rigging.

15. Who is Responsible for the Policy?

15.1 The Managing Director has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

15.2 The Managing Director has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

16. Monitoring and Review

16.1 The Managing Director will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

16.2 All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

16.3 Workers are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Managing Director.

16.4 This policy does not form part of any employee's contract of employment and it may be amended at any time.

17. Breach of Policy

17.1 PLF Ltd takes any actual or suspected breach of this policy extremely seriously and will carry out a thorough investigation should any instances arise.

17.2 We will uphold laws relating to bribery and will take disciplinary action against any employee, or other relevant action against persons working on our behalf or in connection with us, should we find that an act of bribery, or attempted bribery, has taken place.

17.3 This action may result in your dismissal if you are an employee, or the cessation of our arrangement with you if you are self-employed, an agency worker, contractor etc.

17.4 Staff are reminded of the Company's whistleblowing policy, which is available in the employee handbook, or upon request.

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Bribery, Fraud and Malpractice Policy

It is the organisation's policy to issue each employee with a copy of the Bribery, Fraud and Malpractice Policy. It is important that you read and understand the details written within this manual prior to signing your name at the bottom of this page.

I confirm that I have read and understand the contents of the Bribery, Fraud and Malpractice Policy.

Date……

Name ……

Signature……

Please return this form to Head Office.