

## POL13 – Anti-Bribery Policy and Procedure

Serendipity Healthcare Ltd  
Unit 5 Millennium Way, Dunston, Chesterfield, Derbyshire  
S41 8ND



### 1. Purpose

1.1 To enable Serendipity Healthcare Ltd to deliver services in a way that all staff are aware that it is illegal to offer, promise, give, request, agree, receive, or accept bribes.

1.2 To support Serendipity Healthcare Ltd in meeting the following Key Lines of Enquiry:

Key Question	Key Lines of Enquiry
WELL-LED	W2: Does the governance framework ensure that responsibilities are clear, and that quality performance, risks and regulatory requirements are understood and managed?

1.3 To meet the legal requirements of the regulated activities that Serendipity Healthcare Ltd is registered to provide:

- Fraud Act 2006
- Public Contracts Regulations 2015
- The Bribery Act 2010

### 2. Scope

2.1 This policy applies to:

- All Employees
- Agents
- Contractors & subcontractors
- Consultants
- Business Partners
- And other parties (including individuals, partnerships, and bodies corporate) associated with the company or any of its subsidiaries

2.2 The following Service Users may be affected by this policy:

- Service Users

2.3 The following stakeholders may be affected by this policy:

- Family
- Representatives
- Other organisations and people in contact with the service

2.4 It is the responsibility of all the above-mentioned parties to ensure that bribery is prevented, detected, and reported and all such reports should be made in accordance with the Company's Whistleblowing Policy or as otherwise stated in this policy, as appropriate.

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### **2.5 No party may:**

- Give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will constitute improper conduct; request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the acceptance of that advantage will constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.

### **2.6 Parties must:**

- Be aware and alert at all times of all bribery risks as described in this policy
- Exercise due diligence always when dealing with third parties on behalf of the company; and report all concerns relating to bribery to the manager, or, in the case of non-employees, their normal point of contact within the company, or otherwise in accordance with the Company's Whistleblowing Policy

## **3. Objectives**

3.1 Serendipity Healthcare Ltd will ensure that all staff receive appropriate information about bribery and what is meant by bribery as defined by the Bribery Act 2010.

3.2 All staff employed by Serendipity Healthcare Ltd will sign that they have understood the policy and the implications for them and Serendipity Healthcare Ltd.

3.3 There are no reported incidents of bribery as defined by the Bribery Act 2010.

## **4. Policy**

4.1 Serendipity Health Care ("the Company") is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations.

4.2 The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 ("the Act") and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

4.3 Serendipity Healthcare Ltd requires all staff and volunteers to always act honestly and with integrity to comply with safeguarding obligations.

4.4 This policy is essential to ensure that Serendipity Healthcare Ltd can demonstrate it has adequate procedures in place to prevent bribery.

4.5 It is the individual person's responsibility to read and be confident that they understand and fully comply with this policy. In any area of doubt, the Registered Manager must be approached to provide a further

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explanation.

### **4.6 What is Not Acceptable?**

It is not acceptable for an individual engaged by Serendipity Healthcare Ltd (or someone on their behalf) to:

- 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
- 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
- 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
- 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
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy
- Engage in any activity that might lead to a breach of this policy

**4.7** Facilitation payments constitute bribes and may not be made at any time irrespective of prevailing business customs in certain territories.

**4.8** Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to the registered manager as soon as is reasonably possible and practicable.

**4.9** Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be always exercised when giving or receiving any form of gift or hospitality on behalf of the Company.

**4.10** The following general principles apply:

- Gifts and hospitality may neither be given nor received as rewards, inducements, or encouragement for preferential treatment or inappropriate or dishonest conduct.
- Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.
- Cash should be neither given nor received as a gift under any circumstances.
- Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.
- The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector.
- Certain gifts which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy may be accepted if refusal would cause significant

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and/or cultural offence, however the Company will donate any gifts accepted for such reasons to a charity of the managers / directors choosing

4.11 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.

- All charitable donations must be fully recorded.
- Proof of receipt of all charitable donations must be obtained from the recipient organisation.
- Under no circumstances may charitable donations be made in cash.
- No charitable donation may be made at the request of any party where that donation may result in improper conduct.

4.12 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.

4.13 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

4.14 If a member of staff is offered a bribe by a third party, is asked to make one, or suspects this may happen in the future, they must tell their line manager as soon as possible.

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

4.16 Any situation should be avoided where personal benefit may arise from decisions taken. If there is any doubt, staff should report to the Registered Manager

4.17 If the Registered Manager is suspected of being in breach of the Bribery Act 2010, then the alerted should contact the Police.

## **5. Procedure**

5.1 The relevant key facts from this policy will be shared with professionals and people affected by the service (namely Service Users, and if appropriate their friends, relatives, or advocates).

5.2 All staff will sign that they have understood the content of this policy and their responsibilities under the Bribery Act 2010.

5.3 Offering or accepting gifts or hospitality needs caution; staff should follow the Gifts, Donations, Wills and Bequests from Service Users Policy and Procedure to ensure that safeguarding issues do not arise.

5.4 To reduce the possibility of breaching the Bribery Act 2010, all gifts must be declared to the Registered Manager and a record will be kept.

Serendipity Healthcare Ltd must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial approval.

- Staff must submit all expenses claims relating to hospitality, gifts, or payments to third parties in accordance with the Business Expenses

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Policy and Procedure and record the reason for expenditure.

- 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.

**5.5** If there is the slightest suggestion that a member of staff might receive a legacy from a Service User, then this must be referred to the Registered Manager immediately and legal advice will be sought.

**5.6** The soliciting of gifts or sponsorship for charitable events from Service Users is strictly forbidden.

**5.7** No donation to a Charity or Political Party/Candidate may be made or offered in the name of Serendipity Healthcare Ltd without the prior approval of the Registered Manager

**5.8** If staff influence or make decisions on behalf of the service, they are more vulnerable and if staff are uncomfortable with any form of influence, they must report it to the Registered Manager.

**5.9** Where a conflict of interest could arise, the relevant decision must be referred to the Registered Manager

**5.10** It is important that one individual takes responsibility for day-to-day compliance. In most cases this would be the Registered Manager, but ultimate responsibility will fall on the Company Secretary, the Owner, or someone in an equivalent position.

## 6. Definitions

### 6.1 Bribery

- In guidance issued by the Ministry of Justice, a bribe is defined as: "Giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so." It goes on to state that "this could cover seeking to influence a decision-maker by giving some kind of extra benefit to that decision-maker rather than by what can legitimately be offered as part of a tender process"
- Bribery can include gifts, hospitality, facilitation payments, and contributions to political organisations and charities

### 6.2 You

- All directors, employees, contractors, agency staff, volunteers, interns, any agent, or other person acting on our specific instructions. If you fall into any one of these descriptions, then reference to "you" in this policy refers to you

### 6.3 Facilitation Payments

- Payments, outside of any agreed contract, where a relative or other agent offers a payment to obtain a level of service for a Service User that would not normally be provided

### 6.4 Conflict of Interest

- Is a situation in which a person is in a position to get a personal benefit from actions or decisions made in their official capacity?

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### **6.5 Defense**

- A process that the service has in place to show that it has taken reasonable action to prevent bribery. More information can be found in the 'Further Reading' section

### **6.6 Bona Fide**

- Is a term used in the Bribery Act 2010 and means 'in good faith', which in terms of this policy means that actions can be done if it can be shown that there was no intent of deception or fraud

### **6.7 Corruption**

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

#### **Review of this document:**

- Serendipity Health Care Ltd reviews all its policy documents from time to time. We welcome any comments on the contents of this Anti-Bribery Policy.

**Reviewed 26.01.2022**

**Lisa Ward**

**HR Manager**

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