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THE PERSE SCHOOL CAMBRIDGE

ANTI BRIBERY STATEMENT FOR THIRD PARTIES PERFORMING SERVICES FOR AND ON BEHALF OF THE SCHOOL

January 2018

1. As the School expects its staff to conduct themselves with integrity, impartiality and honesty at all times and to maintain high standards of propriety and professionalism, so the School expects every organisation and individual performing services for it or on its behalf to conduct themselves in the same way.
2. The School does not tolerate any form of bribery, whether direct or indirect, by its agents, consultants, contractors, suppliers, subsidiaries, joint venture partners and any other third parties performing services for or on behalf of the School.
3. All such third parties must comply with the School's standards with regard to bribery and with the requirements of the Bribery Act 2010, and must ensure that their staff are required to comply with those standards and requirements and receive appropriate training. The School may require a written assurance from a third party of their compliance with the School's standards and the requirements of the Act, including details of the anti-bribery measures that they have taken.
4. Under the Bribery Act, a bribe is a "financial or other advantage" offered, promised or given to induce a person to perform a relevant function or activity improperly, or to reward them for doing so. The Act makes it a criminal offence to:
 - a) Offer, promise or give a bribe
 - b) Request, agree to receive or accept a bribe
 - c) Bribe a foreign official to obtain or retain business or an advantage in the conduct of business
 - d) (By an organisation) fail to prevent bribery by those acting on its behalf in the UK or abroad to obtain or retain business or an advantage in the conduct of business for the organisation.

Payments made to government officials or others to make something happen, or happen sooner (commonly called facilitation payments) are likely to be unlawful bribes.

Individuals should note that bribery is a criminal offence in the UK for which the penalty may be a prison term or a fine or both for the individual and an unlimited fine for the organisation on behalf of which the bribery offence is committed.

5. As part of its anti-bribery measures, the School has a staff Policy on Gifts and Hospitality. The acceptance of any gift or hospitality by a third party performing services for or on behalf of the School should in general conform to the requirements laid down for staff for their acceptance. In this regard, the receipt of any gifts, benefits and hospitality by a third party relating to services performed for or on behalf of the School with an individual or one-year cumulative value of £50 or over for gifts or £250 or over for benefits and hospitality should be notified to the School's Bursar on the attached form within 28 days of receipt.

6. The School will not conduct business with third parties that do not support the School's anti-bribery objectives.

7. The School reserves the right to terminate its contractual arrangements with any third party providing services for or on behalf of the School with immediate effect and without compensation for any loss where there is reasonable evidence that they/their staff have committed an act of bribery. Where appropriate, the School will include terms in its contracts with third parties requiring compliance with the School's standards and with the requirements of the Bribery Act.

8. All those providing services for or on behalf of the School are encouraged to report any suspected bribery to the School's Bursar.

Authorised by	Sir David Wright On behalf of the Board of Governors
Effective Date	4 th January 2018
Date of next review	January 2019 (or earlier if required)

PRO-FORMA FOR THE
DECLARATION OF GIFTS AND HOSPITALITY
RECEIVED BY A THIRD PARTY PERFORMING SERVICES
FOR AND ON BEHALF OF THE SCHOOL

Gifts hospitality or other benefits with a value of **£50** or over in the case of **gifts** or **£250** or over in the case of **hospitality or other benefits** received in relation to services performed for or on behalf of the School must be formally registered using this pro-forma within 28 days of the date of receipt.

Where a third party performing services for and on behalf of the School receives a series of gifts, hospitality or other benefits from the same party in one year with a cumulative value of **£50** or over in the case of **gifts** or **£250** or over in the case of **hospitality or benefits** when taken together, these too must be formally registered using this pro-forma.

Name of third party:
Address of third party:
Name & address of donor of gift or hospitality:
Description of gift or hospitality:
Value of gift or hospitality:
Date of gift or hospitality:
Signature of member of third party:
Date of entry:
Bursar's signature