



CBG (Clifton Buying Group Ltd)
ETHICAL TRADING AND ANTI SLAVERY POLICY
Including: bribery, corruption, and anti-competitiveness

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CBG (Clifton Buying Group Limited) is committed to carrying out its business affairs with the greatest level of integrity, transparency, and honesty. CBG comply in full of all laws and regulations governing its businesses including laws relating to ethical trading, anti-slavery, bribery, corruption, and anti-competition.

CBG expect the same of any employees full or part time, suppliers, distributors, contractors, agency staff full or part time and this document serves to notify all parties of the same expectations and practices.

CBG is committed to adhere to the principle of ethical trading and all laws relating to the same, nor will it enter into agreements with employees, other companies, or organisations (whether private or publicly owned) which could, or do, or intend to restrict, prevent, or distort competition in any market in which we operate.

“Total Quality Ethical Management” is a permanent feature within CBG, and it is implemented monitored, nurtured, and maintained by having a continuing quality improvement programme, which will be achieved through our people working together for long term success and growth.

Communication, training, and consultation are a key requirement at all levels and this policy will be made available to all interested parties.

CBG recognises that in all its operations it has a significant impact with its employees, clients’ customers, and suppliers. We have both a legal and moral responsibility to consider the ethical and social impacts of our activities, at all levels of the business. We measure the success of our business not just in economic terms but also in terms of environmental and social aspects; all elements add to the value of the company and to its suppliers and employees.

Mission:

We seek to ensure best practice is incorporated in our business policies. We pay particular attention to ethical and sustainable sourcing, environmental impact and competitive performance with our suppliers and customer relationships.

With a procurement approach that seeks supplier partners whose ethos is to operate responsibly and ethically and competitively within nationally recognised and audited quality standards.

All CBG’s solutions will be geared to reducing the administrative resource its clients require to operate an effective purchasing function. A further principal of CBG’s mission is to provide best value solutions against its clients’ objectives through innovation, applied expertise and the deployment of its collective buying power with decisive commercial skills.

Employee progression programs will drive CBG’s ability to exceed client service expectations and support CBG’s partnership approach to serving the industry.

No forced, bonded, or involuntary labour shall be used.

- All employment with CBG is freely chosen
- Staff are not required to lodge deposits or identity papers with us
- Staff are free to leave CBG after reasonable notice

No child labour shall be used.

- There shall be no recruitment of child labour
- Children or persons under 16 are not employed at any time, day, or night
- Children or persons under 18 are not employed full-time

No slave labour or Human trafficked personnel shall be used.

- There shall be no recruitment of slave labour or persons believed to be part of human trafficking
- Where people approach the site looking for employment that are believed to be involved with either slave labour or trafficking, all information will be passed to the relevant law enforcement agency for further action

Working conditions are safe and hygienic.

- CBG takes adequate measures to prevent accidents and minimise potential hazards
- Staff receive regular health & safety training
- Staff have unrestricted access to toilet facilities and drinking water
- CBG has a published Health & Safety Policy

Working hours and remuneration are reasonable and comparable to other companies in our sector and regular employment is provided.

- Staff pay rates are above the national legal minimum standards
- Staff are not forced to work in excess of 48 hours per week, a voluntary opt out agreement is available for those wishing to work in excess of 48 hours per week
- Staffs are provided with a minimum of 1.5 days off per week
- Staff are given written terms and conditions of employment that details the employment relationship between, and the respective obligations of, the employee and employer, rates of pay, working hours, grievance and disciplinary procedures, holiday entitlement, absence and sick pay rules and notice periods for termination of employment
- No deductions are made from wages as a disciplinary measure, and pay slips detailing lawful deductions are provided for each pay period
- Labour only contracting, sub-contracting and fixed term contracts are not used as a means to avoid obligations under labour or social security laws.

No discrimination is practised

- There is no discrimination in pay, hiring, compensation, access to training, promotion, and termination of employment or retirement on the grounds of race, nationality, religion, age, disability, marital status, sexual orientation, union membership or political affiliation
- Opportunities for personal and career development are equally available to all employees

No discrimination is practised (continued)

- No harassment, threats, abuse, or intimidation shall be practised. Physical, verbal, and sexual threats, abuse, harassment, or intimidation is expressly prohibited and grounds for summary dismissal, if proved.
- Employment Agencies are not normally used; however, should the situation arise then they shall demonstrate commitment to and application of the requirements of this code.

Employment agencies contracted to supply temporary staff shall ensure that all staff supplied to CBG are eligible to work in the UK by:

- Following Immigration and Nationality Directorate Guidelines on Amendments to Section 8 of the Asylum and Immigration Act 1996.
- Ensuring that the requirements of the Immigration and Asylum Act 1999 Section 22 Code of Practice are met.
- Retaining copies of identity papers, work permits, or passport stamps as detailed in the Home Office List of Specified Documents and UK Passport Stamps.

Employment agencies contracted to supply temporary staff shall ensure that all staff supplied to CBG have sufficient command of English to understand:

- The agency's responsibilities under this code of practice
 - CBG Health & Safety requirements
 - Written statements of employment particulars
- Or
- Have other measures in place to ensure that all these requirements are communicated in the employee's native language

Gifts and Inducements

CBG's culture promotes doing business with integrity - encouraging the right behaviour, discouraging the wrong behaviour, and rewarding those who speak up about breaches of CBG's code of ethics. Only by aligning it with a strong culture will our company's anti-corruption efforts be truly "adequate".

CBG take a zero tolerance stand and undertake not to pursue business that will require them or any group companies to engage in unethical or illegal practices and refuse to accept business if it requires giving or receiving a bribe or kickback. Third parties need also to be able to demonstrate that they comply with this policy.

CBG expects all suppliers to act professionally and with total regard to their own integrity and ethics.

CBG would not sanction the acceptance of any gifts or hospitality by an individual involved in a tender process from a supplier who has or may be invited to tender, irrespective of type, or value of the gift or hospitality.

Suppliers shall not give or agree to give any CBG employee any gift or consideration of any kind as an inducement or reward or favour in obtaining a supply agreement with CBG.

Gifts and Inducements (continued)

CBG employees, suppliers and third parties must not accept or agree to accept any offer of gifts or services from clients, suppliers, distributors, or any person having similar connections to the company without prior consent/approval from your manager. A breach of this rule may give rise to disciplinary action which may lead to the employee's dismissal or removal of the supplier from the supply chain without notice.

However, items of a nominal value, such as promotional pens and calendars can normally be accepted without obtaining express permission. Items of more significant value, if permitted, will need to be recorded in writing in the Company's register kept by the Directors

Corruption of all forms, including extortion and bribery are not permitted. Any breach of this policy by the employee, supplier and third party, with or without their knowledge, will lead CBG to terminate the employee and / or supplier relationship with immediate effect whether contracted or not, and recover the amount or value of any such gift, or consideration.

Exceptions to the giving or receiving gifts:

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

- 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.
- It is given in the company's name, not in your name.
- It does not include cash or a cash equivalent (such as gift certificates or vouchers).
- it is appropriate in the circumstances. (i.e.) in the UK it is customary for small gifts to be given at Christmas time
- Taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time; and it is given openly, not secretly.

Record keeping:

The company keeps appropriate financial records and have appropriate internal controls in place which evidence the business reason for gifts, hospitality and payments made and received.

Hospitality:

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties, for the purposes of establishing or maintaining good business relationships or improving or maintaining our reputation or image.

You may accept modest working meals and light refreshments without making any declaration or obtaining written consent.

Other hospitality may be accepted, with the prior written consent of your line manager, for instance where the hospitality relates to attendance at a relevant conference or course where it is clear the hospitality is corporate rather than personal.

All such hospitality received must be recorded in the Company's hospitality register, as should any hospitality given on behalf of the Company. This register is kept by the Directors.

What is not acceptable:

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

- Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that either a personal or business advantage will be received, or to reward either a personal or 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 either a personal or 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 either a personal or business advantage will be provided by the company in return.
- Accept a gift or hospitality from a third party who is tendering for a contract to be awarded by the company either on its own or jointly with other parties and for a period of three months after the award of the contract.
- Turn a blind eye to any of the above.
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- Engage in any activity that might lead to a breach of this policy.

Facilitation of Payments and Kickbacks:

The company does 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 action. They are not commonly paid in the UK but are common in some other jurisdictions.

Donations:

- The company only makes charitable donations and provides sponsorship that are legal and ethical under local laws and practices, and which are in accordance with the company's internal policies and procedures
- CBG do not make any contributions to political parties.

The Anti Bribery Act 2010

The UK is a signatory to the UN Convention Against Corruption, which requires participating countries to put in place anti-bribery criminal laws. Because of historic problems prosecuting corruption under previous legislation the Government recognised that broad-ranging and flexible powers were required and enacted the Bribery Act. The Bribery Act received Royal Assent in April 2010 and came to force on 1 July 2011.

The principal provisions of the Bribery Act include:

- Two general offences covering the offering, promising, or giving of a bribe (active bribery) and the requesting, agreeing to receive or accepting of a bribe (passive bribery) (sections 1 and 2).
- A discrete offence of bribing a foreign public official in order to obtain or retain business or an advantage in the conduct of business (section 6).

The principal provisions of the Bribery Act include: (continued)

- An offence which can be committed by commercial organisations which fail to prevent bribery committed on their behalf (section 7).
- Raising the maximum sentence for bribery committed by an individual from 7 to 10 years imprisonment. The maximum sentence for an offence committed by a corporate body is an unlimited fine.

Scope and application of this policy

CBG recognises that its roles, its regulatory interventions, investment decisions and procurement and disposal activities involving high value assets, make it vulnerable to the risk of bribery and corruption. CBG is therefore committed to the highest level of ethical standards and sound governance arrangements and sets high standards of impartiality, integrity, and objectivity in relation to the stewardship of independent, group and public funds and the management of its activities. CBG adopts zero tolerance to bribery and corruption.

The conduct of CBG Board, Executive Directors, staff, and others directly involved in delivering CBG business activities (including retained consultants acting on our behalf) form an essential part of these governance arrangements and ethical standards. General rules relating to conduct and disciplinary action are contained within employment terms and conditions; and specific policies and procedures in place relating to the prevention of bribery and corruption are summarised within this policy.

Scope and application of this policy

The principles contained within this policy apply to both internal and external audiences, suppliers and third parties, including anyone wishing to undertake business or engage with the CBG.

Active bribery:

CBG will not tolerate any internal action which encourages, implies, bestows, tolerates, or promises an unfair, unlawful, improper, or unethical advantage to any individual, group, or organisation, regardless of whether there is financial inducement or not.

Key measures designed to eliminate or reduce the likelihood of active bribery include existing financial controls and constraints, transparent reporting, and publishing of all expenditure over £500, centralised advertising and publication of all contracts exceeding £10,000, internal, and external auditing procedures and the national publication of financial accounts, accessible through companies' house or upon reasonable request.

Passive bribery

CBG will not tolerate the acceptance of bribes to induce a favourable investment or regulatory decision, property transaction or other business outcome.

At all times the CBG expects its Board Members, Executive Directors, staff, and consultants acting on our behalf to conduct their work ethically and to fully comply with their terms and conditions of employment and CBG policies and procedures.

Additional controls include segregation of decision making, the policy, rules and recording procedures relating to the acceptance of corporate hospitality and gifts, the mandatory declaration of Board

Passive bribery (continued)

Members, Directors, and staff conflicts of interest; the publication, updating and circulation of these policies internally and externally; periodic risk assessment, compliance monitoring and review; and the enforcement of disciplinary and authority reporting procedures where appropriate.

Declaration of conflicts of interest policy

A 'conflict of interest' is considered to be any connection or association with a third party that is (or appears to be) against the best interests of CBG, or which could enable you reasonably to be suspected of using your position within CBG to gain an unfair advantage for or from a third party.

Conflicts of interest are best avoided altogether; however, CBG acknowledges conflicts of interest (and potential conflicts) are sometimes unavoidable. In such circumstances the principles of openness and integrity apply, and you are required to disclose and manage the conflicts accordingly.

Your responsibilities:

- You must ensure that you read, understand, and comply with this policy.
- The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those directly employed by CBG, supplier or other third party. All are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- You must notify either the Managing Director or follow the steps set out in the Whistleblowing Policy as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. If you are unsure whether a particular act constitutes bribery or corruption, please contact the Human resources office.
- Any employee supplier or other third party 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 employee supplier or other third party if they breach this policy.

Protection:

- Employee's, suppliers or other third parties who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. CBG aims 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.
- CBG is 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 Peninsula (External H.R and independent legal advisory company) immediately.

Reporting actual or potential bribery concerns

CBG maintains two important policies in connection with the reporting of actual or potential bribery concerns: the Whistleblowing Policy and the Anti-fraud Policy and Response Plan.

Reporting actual or potential bribery concerns (continued)

It is important that all staff are able to report their concerns promptly and without fear of reprisal or victimisation and are aware of the means to do so. CBG's Whistleblowing Policy underlines our commitment and support for those that come forward to express their concerns.

It is understandable that a whistleblower may be worried about coming forward for fear about possible repercussions. CBG's whistleblowing policy explains how the Agency will help to accommodate any needs that may arise in relation to a whistleblowing disclosure as far as possible.

Reporting actual or potential bribery concerns (continued)

The following extract is summarised from the Anti-fraud Policy and Response Plan and should be applied for the reporting of any bribery concern.

In the first instance, any suspicion of bribery, corruption, fraud, theft, or other irregularity should be reported, as a matter of urgency, to your line manager. If such action would be inappropriate, your concerns should be reported upwards to one of the following persons:

- Head of Function or Head of Team
- Any Executive Director
- Executive Director of Finance
- Chief Executive.

Additionally, all concerns must be reported to Peninsula (External H.R and independent legal advisory company).

Individuals, groups or organisations with evidence or firm suspicion of CBG involvement in active or passive bribery should contact Peninsula using the main switchboard number 0844 892 2772.

It is important to stress that in addition to prompt reporting, any document, correspondence, e-mail, text, or voice message which may be relevant to the concern be retained and the content discussed with Peninsula.

Reporting outcomes

CBG will not hesitate to report or escalate to an appropriate higher authority actual or potential bribery issues.

Where bribery is suspected, this is a potential criminal offence and will be reported to the police.

Allegations of bribery will be thoroughly investigated and may result in appropriate disciplinary or police reporting action where substantiated.

Competition Law and Anti-Competitive Practices

CBG is committed to compliance in full of all laws and regulations governing its businesses including laws relating to competition.

The Company strives to adhere in all of its business practices to the principle of fair and effective commercial competition between businesses. It does not engage in conduct, which is anti-competitive, nor will it enter into agreements with other companies or organisations (whether private or publicly owned) which could, or do, or intend to restrict, prevent, or distort competition in any market in which we operate.

Where CBG's prospects of growing, improving profitability or achieving its business objectives may be enhanced by joining with another business party who has complementary skills, assets, route to market and/or distribution channel, any such arrangement entered will be on normal commercial terms and will always provide that:

- Co-operation is limited to that which is necessary for the defined purposes of the venture; both parties being satisfied that they have complied with and will continue to comply with competition laws and regulations for the duration of the commercial venture.
- In relation to its own businesses, the Company will act wholly independently and will not engage in agreements regarding pricing or pricing strategies. Unless information is publicly available or legitimately derived, the Company will not consider or engage in:
- Any element of pricing with a third party, nor engage in any price fixing with competitors or conduct which could be regarded as having the intention to fix prices.
- Placing any restrictions upon geographic or any other sales markets or in terms of dealing with customers or terms and conditions which may apply to them.
- Any conduct which is intended to, or could have the effect of, restricting or preventing competition.
- Discussions or arrangements relating to suppliers with any competing business or business operating within those labour and supply chain markets.

Any breach of this policy by any employee is a serious breach of that employees' contract of employment which will result in appropriate disciplinary action including, in case of gross misconduct, dismissal of that employee and may amount to criminal misconduct resulting in monetary fines and/or even imprisonment being enforced against any individual responsible.

Each and every employee dealing with third parties within the Company must be aware of and adhere to this policy at all times. Regular reviews (at least annually) and on-line training for Board members, Executive officers and employees will be enforced as part of our compliance programme.

Introduction

CBG is committed to compliance in full of all laws and regulations governing its businesses including laws relating to competition. The Company strives to adhere in all of its business practices to the principle of fair and effective commercial competition between businesses.

Introduction (continued)

This means making sure that all employees understand what the law requires and act accordingly. It does not engage in conduct, which is anti-competitive, nor will it enter into agreements with other companies or organisations (whether private or publicly owned) which could, or do, or intend to restrict, prevent, or distort competition in any market in which we operate.

Competition Law

Under the United Kingdom Competition Act 1998 (CA98) there are (i) prohibitions on anti-competitive agreements and (ii) rules relating to abusive conduct by dominant businesses. The Enterprise Act 2002 (EA02) creates individual liability by making it a criminal offence for any individual dishonestly to enter into an agreement relating to price-fixing, market sharing, bid-rigging, or production-limiting cartel. (EU competition rules may currently also apply where the same type of agreement or conduct affects trade between EU member states).

The competition rules are enforced by the Competition and Markets Authority (known as the CMA). The competition rules aim to protect and promote fair competition. They prohibit companies from reaching agreements (or even informal verbal “understandings”) with each other to do things such as fixing prices, allocating customers, sharing markets, or unlawfully excluding competitors.

The following activities are anti-competitive and therefore unlawful:

Price Fixing - you must not discuss the prices you’re going to charge your customers with your competitors. You’ll be breaking the law if you agree with another business:

- To charge the same prices to your customers
- To offer discounts or increase your prices at the same time
- To charge the same fees to intermediaries, e.g., retailers selling your products

Market sharing - **You can’t agree with other businesses to share markets or customers.** You’ll be breaking competition law if you agree with another business:

- Not to approach each other’s customers

Sharing information - You can’t share information with other businesses that might reduce competition between you, e.g., information about:

- Prices
- Production
- Your suppliers, customers, or contractors
- The markets you sell or plan to sell to

(This includes sharing information through a third party, e.g., a trade association).

Other anti-competitive activities - You must avoid other activities that break competition law, e.g.:

- Buying or selling jointly with your competitors
- Agreeing with your competitors to reduce production of something to raise its market value
- Restricting how much other businesses can sell your product for

Other anti-competitive activities - You must avoid other activities that break competition law, e.g., (continued):

- Agreeing with your competitors not to sell to certain customers or deal with certain suppliers
- Having long-term exclusive contracts with any customers or suppliers

The competition rules apply to informal agreements and verbal agreements in exactly the same way as to formal written agreements. An exchange of e-mails, letters or even a conversation could amount to an agreement. The CMA can “infer” that an understanding or verbal agreement has been reached, simply by relying on their own interpretation of documents or their interpretation of certain events. Many of the heaviest fines have been imposed for anti-competitive verbal agreements or understandings.

The area of competition law is quite different in that every person employed in a sales, commercial or marketing role has to obey the law EVERY day in EVERY discussion they have with customers and others with whom they come into contact. There is therefore no chance to correct an error later, we need to be mindful of Competition Law at all times and work within that framework of the law.

Consequences of not complying

The penalties for not obeying these laws can be very severe with high fines on the Company and life/career changing effects on the individual. In addition, there are of course the damaging effects of such bad publicity on the business as well.

This policy is intended to provide information, requirements, and guidance to protect the Company and its employees. Any employee in any doubt about any aspect of the law, this policy, their role and/or actions as they relate to competition must refer the matter to their line manager immediately.

Dealing with suppliers

CBG sets its own selling prices and must be free to decide the price at which it sells products to its customers. Suppliers cannot fix our retail selling prices, or any aspect of our prices (such as discount levels or margins). Fixing our selling prices with a supplier is a very serious breach of the competition rules and the Company would be fined heavily if it did this.

Once a decision has been made about selling prices, we can negotiate with the supplier to give us a cost price which would allow us to sell our products at our own target selling price.

Dealing with competitors

CBG will never work with competitors to reduce competition in the marketplace and will always encourage fair competition. Competition law assumes that markets generally work best when competitors compete, rather than co-operate.

Dealing with competitors (continued)

The Company will not (however informally) discuss, agree, or exchange information with competitors on:

- The prices CBG charges customers or pays to suppliers
- The margin CBG achieves on sales
- The promotions or discounts CBG offers
- CBG's future pricing or promotions strategy
- Where, what or to whom CBG sells.

CBG will not ask competitors for this type of information.

CBG's Two areas of competition law are particularly relevant to the bathroom industry and our Company - anti-trust and resale restrictions and retail price maintenance.

Anti-trust

As a Company or as individual employees we should in the normal course of events not be meeting or talking with our competitors as a matter of principle. We may see them at Trade Association meetings and trade gatherings but any discussion must not extend to any issues regarding the market, customers, or pricing.

Employees involved in Sales are not expected nor should they seek to meet with competitors. When this does occur (e.g., at trade shows and events) business issues, especially in relation to competitive practices must not be discussed or listened to.

Any such incidences should be recorded, along with your reaction of not engaging and retained on file).

Retail price maintenance

It is anti-competitive and illegal for CBG or any of its employees to tell customers to sell at a particular price or to change their pricing.

Recommendations (or suggestions) can be made as to the retail price and discount levels. These recommended prices and discounts are to give guidance to our resellers, and we recommend these because we believe these levels are the prices and discounts are at levels that allows the reseller to make an adequate profit margin to stay in business and be profitable enough to secure a long-term future for their business.

The only price we control, through the different routes to market and distribution channels across the Company, is the price at which we sell our products to our customers (resellers).

Preventing anti-competitive practices

CBG has in place a number of measures to prevent, detect and prohibit anti-competitive practices, including the engagement of external experts.

CBG will regularly, where relevant, identify employees or officers of the Company who are in positions where competition law is pertinent. Employees and associated persons are requested to

Preventing anti-competitive practices

assist the Company and to remain vigilant in preventing, detecting, and reporting any incidences of anti-competitive practices

CBG may terminate the contracts of any associated persons, including employees, suppliers, contractors, employment agencies or other third parties work on CBG premises or externally who undertake work for or on behalf of CBG who are found to have breached this policy.

Review

CBG communicates periodically to employees and associated persons on the matter of anti-competitive practices. The implementation of this policy and related procedures will be reviewed, monitored, and reported on a regular basis, at least annually.

Employees and those working for, or on behalf of, CBG are encouraged to provide any suggestions, comments, or feedback that they may have on how these procedures may be improved.

CBG reserves the right to amend and update this policy as required. For the avoidance of doubt, this policy does not form part of employees' contracts of employment.

Organisation

- CBG Directors have overall responsibility for all aspects of ethical trading at work within the business.

CBG Limited Ethical Trading Code of Practice applies to:

- Staff directly employed by CBG Limited on temporary or permanent contracts
- Staff employed or provided by suppliers, contractors, employment agencies or other third parties to work on CBG Limited premises or to undertake work for or on behalf of CBG.

I confirm that CBG Ltd will make every endeavour to ensure that all staff directly employed by or provided by way of contractors, suppliers, or employment agencies to undertake work for or on behalf of CBG agree to sign up to and abide by the Ethical Trading Policy and Anti-Slavery as detailed above.

Signed By: 

Print Name: Keith Blackburn

Position: Managing Director

Date: 1/01/2021