

## Competition Law Compliance policy statement

Aureos is committed to compliance with all laws and regulations governing its business including laws related to competition.

Aureos does not engage in conduct which is anti-competitive, nor will it enter into agreements with other companies or organisations which could, do, or intend to restrict, prevent or distort competition in any market in which we operate.

Competition law prohibits the following activities:

- a) Anti-competitive agreements which restrict, distort or prevent competition in the UK.

Anti-competitive agreements are written or oral agreements (including 'gentlemen's agreements') and decisions or concerted practices, including loose informal understandings, to limit competition between two or more businesses (including firms, companies and sole traders) which are intended to prevent, restrict or distort competition and may affect trade.

- b) Abuse of a dominant market position affecting trade within the UK.

A 'dominant market position' means that a business can take business decisions without regard to its competitors or customers, effectively preventing competition in the market concerned. To have a dominant market position, it is not necessary to have eliminated all competition. As a general guide, a market share of 40-50% or more may indicate dominance.

- c) Criminal cartels – price-fixing, limiting supply/production, market sharing or bid-rigging.

The criminal cartel offence is committed where an individual agrees with one or more other persons to make or implement, or cause to be made or implemented, arrangements that amount to price fixing, supply limiting, quota setting, market sharing or bid rigging in the UK.

### Dealing with specific risks

#### Competitors

Contact with competitors is a necessary part of Aureos's business but is also something which the Competition and Markets Authority (CMA) would examine very closely. Therefore, as soon as we engage in any contact with a competitor (whether in the context of a tender or otherwise) we are vigilant and consider the situation carefully. This is especially so if both Aureos and the competitor are participating or about to participate in any related tender.

We do not agree or discuss with a competitor:

- Aureos's commercial terms and conditions or commercially sensitive information.
- Where or with whom Aureos does business or suggest, for example dividing up or allocating tenders, projects, territories or customers. Do not agree who should bid or not bid for particular contracts, or rotating who should win particular contracts, or discuss Aureos's appetite or otherwise for any particular tender. Do not agree to boycott particular customers or suppliers or act together to impose conditions on a customer or supplier, and do not warn and/or agree with a competitor or new market entrant to 'stay off our patch'.
- The price at which Aureos does business – do not discuss prices, pricing policies, or any individual elements of your prices.
- The terms of any tender, including discussing and exchanging information on prices (including a cover price).
- Information, either directly or indirectly, concerning recent, current or intended bids.

#### Joint working

If Aureos and a third party have both expressed a formal interest in the same contract i.e. they have pre-qualified separately and subsequently consider working together in a sub-contractor relationship or a joint venture, the employer/client should immediately be informed.

#### Pricing

A breach of competition law (and a potential criminal offence) takes place when an activity has the potential to distort the price – even if the price is not actually distorted.

Aureos does not:

- Take part in any discussions whatsoever with competitors about prices (actual or intended), including the giving or taking of a 'cover-price'.
- Discuss with a contractor Aureos's costs or the prices paid to any part of the supply chain (whether or not used).
- Form agreements with competitors to inflate tenders so as to cover the bid costs of those losing the bid.

## Breaches

*Breaches in respect of any part of this policy have the potential to cause significant reputational damage to Aureos amongst its industry competitors, service users and before the public.*

*Any suspected breach of any part of this policy exposes Aureos to a potential regulatory and/or criminal investigation by the CMA, within which company material can be seized or compulsorily requested and the final outcome of which could be significant financial penalties, restrictions on Aureos's ability to tender for public sector contracts and more, as well as criminal liability for individuals and Aureos itself.*

*Due to the significance of such outcomes, Aureos will act swiftly to investigate and take appropriate disciplinary action against any employee or contractor acting in breach of this policy. Such investigation may also necessitate the retention and review of material by Aureos or any such persons engaged by Aureos to assist in such an investigation.*

*Aureos and its management team fully support this policy and are committed to provide competent personnel and financial resources to implement it. This policy statement shall be reviewed at least annually by all interested parties. All Aureos policies are available on the Aureos Business Management System. New employees are briefed on the use of the Business Management System and locations of the Aureos policies and any reviews or key changes in the policies are advised to employees.*

*This policy is governed by and supports our Aureos Code of Conduct and recognises the facility afforded by the Whistleblowing policy statement (GRP-CAL-PCY-029).*



Darren James, Chief Executive Officer

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