Demolition, steel dismantling
& asbestos removal

BROWN&MASON

Competition Law Compliance Policy

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Version	Date	Revision by	Revision Details
v1	31/03/22	A Hadden	Document issued
v2	31/03/23	A Hadden	Annual review

Contents

1.0 Introduction

1.1 This Policy applies to all employees of Brown & Mason Group Limited (BAMGL).

1.2 Brown & Mason Group Limited places great importance on retaining a set of core values and approaches relating to its business operations. Brown & Mason recognises its obligations to all those with whom it has dealings. The reputation of Brown & Mason and the trust and confidence of those with whom it deals are among its most vital resources, and the protection of these is of fundamental importance. Brown & Mason demands and maintains high ethical standards in carrying out its business activities. Anti-competitive practices will not be tolerated.

1.3 The company and the Board of Brown & Mason are fully committed to competing fairly and in fully compliance with the spirit and the letter of the law. Brown & Mason intends to limit its exposure to breaches of competition law by setting out a clear competition law compliance policy for the benefit of all staff.

1.4 This policy has been fully endorsed by the Board.

1.5 All directors and employees of Brown & Mason are required to comply with competition law at all times. Furthermore, individuals are encouraged to report any behaviour they become aware of, where they have concerns that it may breach the competition rules. Individuals can use the contact details set out below in this Policy or refer to the Whistleblowing policy (BAM406).

2.0 Know the rules

2.1 As well as this policy, Brown & Mason will provide regular, bespoke training to the Board and to employees identified as needing specific training on competition law by reason of their roles. All employees and directors invited to such training are required to attend.

2.2 Brown & Mason will also provide short guidance notes on specific issues which will be available to all staff. Any further questions should be raised with Alex Hadden as set out below.

3.0 Anti-competitive agreements

3.1 Brown & Mason will compete vigorously and honestly and will not enter into anti-competitive agreements with its competitors, customers or suppliers. [See the Guidance Note on Anti-competitive Agreements]

3.2 In particular, Brown & Mason will not enter into agreements with competitors which:

- fix or agree prices or discounts to be charged to customers

- share markets or customers, for example by agreeing not to compete in certain geographic areas or sectors

- fix or attempt to fix or influence in any respect the outcome of customer tenders, for example by agreeing what prices or terms to submit, agreeing to a compensation payment, or by agreeing not to tender, or to tender a particular price (sometime known as "cover bidding/pricing") [See Guidance Note on Bids and Tenders]

4.0 Information sharing

4.1 In any contact with competitors, Brown & Mason will not discuss proprietary or confidential information (see also BAM383 Code of Ethics). [See the Guidance Note on Information Exchange]

4.2 Brown & Mason will determine its commercial strategy independently. Brown & Mason will not solicit from others, obtain, receive or disclose any strategically useful information. "Strategically useful information" includes:

- future pricing information

- customer details

- commercial strategy, including any new market entry plans where these have not been publicly announced

- details of bids or bid strategy

4.3 If an employee or director receives any information directly or indirectly which could be strategically useful information from a competitor, this should be reported straightaway to Alex Hadden as set out below.

4.4 Particular care should be taken in the context of site visits where contact with competitors is possible, and in trade association meetings. [See Guidance Notes on site visits; and on trade association & institute meetings].

5.0 Abuse of dominance

5.1 Brown & Mason does not consider that it is likely to hold a dominant position on any market(s). Only companies with a significant share (usually 40% or more) are likely to be dominant. However, if an employee or director considers that they may be working in an area where Brown & Mason may have a significant market share, they should seek guidance from Alex Hadden as set out below.

6.0 Reporting concerns and raising questions

6.1 Alex Hadden has been appointed by the Board as the person responsible for overseeing competition law compliance.

6.2 If any Brown & Mason employee or director becomes aware of behaviour that they consider may have breached competition law, they must report this to Alex Hadden immediately.

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6.3 Employees or directors can also raise questions or concerns with either Alex Hadden, or with Nick Brown.

7.0 Review

7.1 This policy will be reviewed at least annually or more frequently if required (eg, as a result of legislative changes, etc.)

8.0 Appendix

1. Guidance Note on Anti-competitive Agreements
2. Guidance Note on Bids and Tenders
3. Guidance Note on Information Exchange
4. Guidance Note on Site Visits
5. Guidance Note on Trade Association & Institute Meetings

Appendix 1

Guidance Note on Anti-competitive Agreements

CLCP01
Guidance Note on Anti-competitive Agreements

1.0 Introduction

1.1 This Guidance Note forms part of the Brown & Mason Group Competition Law Compliance Policy (BAM08), which applies to all employees of Brown & Mason Group Limited (BAMGL).

1.2 As set out in that Policy, anti-competitive practices will not be tolerated and the company and Board of Brown & Mason are fully committed to competing fairly and in full compliance with the spirit and letter of competition law.

1.3 In particular, Brown & Mason will not enter into anti-competitive agreements with its competitors, customers or suppliers. This Guidance Note provides more information on how competition law applies on site visits.

2.0 What are anti-competitive agreements?

2.1 An anti-competitive agreement is any agreement or practice between two or more independent businesses; that restricts competition in the UK; and has an effect on trade within the UK. Anti- competitive agreements are prohibited by the Chapter I Prohibition of the UK Competition Act 1998.

2.2 For example, agreements between competitors which fix or agree the prices to be charged to customers; or agreements between competitors to share markets or customers by agreeing not to compete in certain areas or in certain sectors, are prohibited.

2.3 “Agreements” can be either written or oral and can include behaviour and informal arrangements such as a "gentleman's agreement", an understanding or a “nod and a wink”.

2.4 There is no need for the agreement to be enforceable or for it to actually achieve its desired aim for it to be caught by the prohibition.

2.5 The prohibition can catch both agreements with competitors (known as “horizontal” agreements) and agreements with customers or suppliers (known as “vertical” agreements).

2.6 Anti-competitive agreements are automatically void and unenforceable. The parties to the agreement may be subject to heavy fines (up to 10% of group worldwide turnover).

2.7 Individuals who enter into the most serious anti-competitive agreements with competitors (agreeing to fix prices, share markets, limit production or supply, or to rig bids) can be found guilty of the cartel offence, which carries a sentence of up to 5 year imprisonment and/or an unlimited fine. Directors can also be disqualified for up to 15 years.

3.0 Price fixing agreements

3.1 Price fixing agreements are amongst the most serious anti-competitive agreements. You must never agree with a competitor what price to charge a customer.

3.2 "Prices" includes margins, discounts, commissions, rates, rebates, and the timing of pricing changes; as well as any element of a "price" (including our costs).

3.3 For example, **you must not** :

- Discuss with a competitor the prices you are planning to charge a customer or what discounts or rebates they may be offered;
- Agree with a competitor any price or element of pricing, discounts or rebates that you will charge or propose to a customer;
- Inform a competitor of a planned price change or increase or agree any such change or increase with them;
- Discuss with a competitor the Brown & Mason approach to pricing (e.g. the elements of our response to a tender, how pricing is calculated, the range or level of discounts we have agreed etc).

3.4 Discussing any pricing information with competitors is dangerous – this includes in social situations or "in passing", for example at site visits. Even a brief or casual discussion with a competitor about future pricing, and even where you do not explicitly agree on your conduct, can be enough to form a price fixing agreement under competition law. See the Guidance Note on Information Exchange for further guidance on what to do if these discussions arise.

4.0 Market sharing agreements

4.1 "Market sharing" is agreeing with a competitor not to go after each other's customers or agreeing which customers or territories/areas/sectors each competitor will take. "Bid rigging" is a form of market sharing by agreeing with a competitor how much you will bid in a tender and/or who will win the contract – see the Guidance Note on Bids and Tenders for more information on bid rigging.

4.2 Market sharing agreements are also amongst the most serious forms of anti-competitive agreements. You must never agree with a competitor which customers or types of customers/sectors or geographic territories each will take.

4.3 For example, **you must not** :

- discuss upcoming tender opportunities with competitors and agree to bid for different contracts;
- discuss or agree with a competitor which territories, customers or sectors you or they will target, or agree that you will not go after any particular opportunity.

4.4 Remember, it is ok for Brown & Mason to make an independent decision as to which customers or types of project we will focus on; but we must not agree this with any competitor.

Appendix 2

Guidance Note on Bids and Tenders

CLCP02
Guidance Note on Bids and Tenders

1.0 Introduction

1.1 This Guidance Note forms part of the Brown & Mason Group Competition Law Compliance Policy (BAM08), which applies to all employees of Brown & Mason Group Limited (BAMGL).

1.2 As set out in that Policy, anti-competitive practices will not be tolerated and the company and Board of Brown & Mason are fully committed to competing fairly and in full compliance with the spirit and letter of competition law.

1.3 In particular, Brown & Mason will not enter into anti-competitive agreements with its competitors, customers or suppliers. This Guidance Note provides more information on how competition law applies on site visits.

2.0 Market sharing and bid rigging

2.1 "Market sharing" is agreeing with a competitor not to go after each other's customers or agreeing which customers or territories/areas/sectors each competitor will take. "Bid rigging" is a form of market sharing by agreeing with a competitor how much you will bid in a tender and/or who will win the contract.

2.2 Tender processes are designed to ensure open and fair competition. You must never fix or attempt to fix the outcome of a customer tender process with a competitor.

2.3 For example, **you must not** :

- Agree with a competitor what prices or discounts or terms will be submitted in the tender
- agree with a competitor not to participate, or otherwise allocating opportunities between competitors
- participate in "cover pricing/bidding" – see further below
- offer or accept "compensation" from other bidders for not bidding, or for submitting a "losing" bid.

2.4 "Cover bidding" occurs when companies secretly agree that one of them will submit a bid that is high priced or of poor quality during a competitive tender process, to ensure the other company wins. Agreeing with a competitor to submit a cover bid is illegal. Never agree to submit a cover bid, even if you do not want to win the tender or take on the work.

2.5 Remember that we are not obliged to respond to or participate in every tender opportunity: but any decision not to participate must be made by Brown & Mason independently.

Appendix 3

Guidance Note on Information Exchange

CLCP03
Guidance Note on Information Exchange

1.0 Introduction

1.1 This Guidance Note forms part of the Brown & Mason Group Competition Law Compliance Policy (BAM08), which applies to all employees of Brown & Mason Group Limited (BAMGL).

1.2 As set out in that Policy, anti-competitive practices will not be tolerated and the company and Board of Brown & Mason are fully committed to competing fairly and in full compliance with the spirit and letter of competition law.

1.3 In particular, Brown & Mason will not enter into anti-competitive agreements with its competitors, customers or suppliers. This Guidance Note provides more information on how competition law applies on site visits.

2.0 Information Exchange

2.1 Information exchange between competitors is a key area of focus for the competition authorities. They are looking for any direct OR indirect contact (e.g. through a common supplier) between competitors, in which "competition sensitive" information is revealed to a competitor which may reveal future commercial conduct.

2.2 The exchange of "competition sensitive" information (see further below) between the competitors may be taken as evidence of a separate anti-competitive agreement – for example, the competitors may have agreed what price to charge and then exchange pricing information to prove that they have stuck to their agreement.

2.3 Alternatively, the exchange of competition sensitive information may itself be treated as an anti-competitive agreement. This is because, if the information exchanged is sufficiently detailed & current, the competition authorities will infer that it will be taken into account by the recipient and it will affect their market conduct unless this is proven otherwise.

2.4 In other words, if competitor A tells competitor B what prices they are planning to submit in a confidential tender to a customer, the competition authorities are entitled to infer that competitor B will take this information into account when preparing their own submission- and this will be enough for an anti-competitive agreement on pricing to be formed between competitors A and B.

3.0 What is competition sensitive information?

3.1 "Competition sensitive" or "strategically useful" information is any information which reveals non-public business strategy. It includes future prices/discounts, details of customers, commercial strategy (including any new market entry plans where these have not been publicly announced), details of bids and bid strategy, customer specific terms - anything which would normally be regarded as company confidential.

4.0 Handling Information

4.1 **You must not** exchange competition sensitive information with competitors.

4.2 There is no need for the information exchange to be reciprocal – a "one way" disclosure is enough - so if a competitor reveals competition sensitive information to you, this may still be considered an anti-competitive agreement, as the competition authorities are entitled to infer it will be taken into account and acted upon, even if you don't give any information back.

4.3 If you exchange future pricing information it may be treated as a cartel, i.e. the most serious kind of anti-competitive agreement.

4.4 If you are in contact with a competitor at any time (including at site visits, on social occasions or in trade association meetings- see the Guidance Note on Trade Association meetings) and the conversation veers onto improper topics, **you must** :

- Expressly state that you cannot be party to discussions on this subject due to competition law concerns and ask that the subject is changed;
- If the conversation does not change, then you must leave the meeting and ensure that your departure is recorded in any formal minutes if being taken;
- Not remain in the room or on the telephone, It is not enough to simply not participate in the conversation. You must remove yourself from it. It can be difficult for anyone in this scenario to feel confident in taking this course of action – but this is necessary to protect yourself and the business; and
- Promptly report the incident to Alex Hadden as the person responsible for overseeing competition law compliance, Nick Brown or your line manager. You will be advised on whether any further steps are necessary.

5.0 Dealing with our customers

5.1 We should not attempt to solicit from our customers any competition sensitive information about our competitors. We should also ask our customers to treat Brown & Mason's confidential information as confidential. Where appropriate, we can ask them to sign a confidentiality agreement and/or include confidentiality markers in the pricing and terms information that we send to them.

5.2 However, customers may choose to bargain or negotiate to drive prices down by informing a supplier of a price they have been offered or currently receive in order to encourage a competitor to beat that price or offer. This is a normal and acceptable part of a commercial negotiation by a customer. It is OK for a customer to provide this information to us as part of their negotiation.

Appendix 4

Guidance Note on Site Visits

CLCP04
Guidance Note on Site Visits

1.0 Introduction

1.1 This Guidance Note forms part of the Brown & Mason Group Competition Law Compliance Policy (BAM08), which applies to all employees of Brown & Mason Group Limited (BAMGL).

1.2 As set out in that Policy, anti-competitive practices will not be tolerated and the company and Board of Brown & Mason are fully committed to competing fairly and in full compliance with the spirit and letter of competition law.

1.3 In particular, Brown & Mason will not enter into anti-competitive agreements with its competitors, customers or suppliers. This Guidance Note provides more information on how competition law applies on site visits.

2.0 Site visits

2.1 Site visits are a normal part of the customer tendering process and can take many forms. If Brown & Mason are attending a site visit without any other bidders/competitors attending, the competition law compliance risks covered in this Guidance Note will not arise.

2.2 However, if there is a chance that competing bidders will be present, either because the site visit is being run by the customer as a single or combined event for all bidders or because there is likely to be or may be overlap between the attendance times of the bidders, then we need to take care.

2.3 Remember that competition law applies to all situations where there is contact between competitors, formal or informal, prolonged or “in passing”.

3.0 What do I need to do?

3.1 If you are attending a site visit where competitors may be present you need to take care that Brown & Mason’s confidential information is not disclosed or revealed to those competitors and that you do not agree with any competitor or behave with any competitor in such a way as to indicate that Brown & Mason is not working independently on its bid.

3.2 **You must** :

- Record the date of the site visit and take a note of the Brown & Mason attendees
- Protect Brown & Mason’s information and ensure that it is not deliberately or inadvertently disclosed to any competitor
- Gather relevant information from the customer and the site and record it for Brown & Mason’s sole use in preparing the response and keep this information confidential.

3.3 **You must not** :

- Discuss Brown & Mason's approach to the tender, pricing or discount strategy, costs or any element of the response to the tender with any competitor
- Discuss or agree with any competitor who is likely to win, or who should win the tender
- Discuss or agree with any competitor that either Brown & Mason or a particular competitor should drop out or submit an uncompetitive bid to "allow" another to win
- Discuss or agree with any competitor what the pricing should be for a tender.

3.4 Contact with competitors should be limited to that which is strictly necessary or unavoidable on a site visit being run by a customer. You should not agree any separate "catch ups" or contact alongside a site visit with any competitor.

4.0 What should I do if something goes wrong?

4.1 If you are in contact with a competitor at any time on a site visit and the conversation veers onto improper topics, you must:

- Expressly state that you cannot be party to discussions on this subject due to competition law concerns and ask that the subject is changed;
- If the conversation does not change, leave the conversation, move away and make a note in your own records that you did so, or ask any Brown & Mason colleague attending with you to note this;
- Remain alongside competitors chatting about improper topics, simply not participating in the conversation is not enough. You must remove yourself from it. We recognise that it can be difficult for anyone in this scenario to feel confident in taking this course of action, but it is necessary to protect yourself and the business;

  and

- You should promptly report the incident to Alex Hadden as the person responsible for overseeing competition law compliance, Nick Brown or your line manager. You will be advised on whether any further steps are necessary.

Appendix 5

Guidance Note on Trade Association & Institute Meetings

CLCP05

Guidance Note on Trade Associations, Industry and Institute meetings

1.0 Introduction

1.1 This Guidance Note forms part of the Brown & Mason Group Competition Law Compliance Policy (BAM08), which applies to all employees of Brown & Mason Group Limited (BAMGL).

1.2 As set out in that Policy, anti-competitive practices will not be tolerated and the company and Board of Brown & Mason are fully committed to competing fairly and in full compliance with the spirit and letter of competition law.

1.3 In particular, Brown & Mason will not enter into anti-competitive agreements with its competitors, customers or suppliers. This Guidance Note provides more information on how competition law applies on site visits.

2.0 Trade association, Industry and Institute meetings

2.1 Information exchange between competitors is a key area of focus for the competition authorities. They are looking for any contact between competitors, in which "competition sensitive" information is revealed to a competitor, which may reveal future commercial conduct. For further information see Guidance Note on Information Exchange.

2.2 One of the main points of legitimate contact between competitors in the demolition industry can be in trade association, industry or professional institute meetings. Meetings of this type can be useful and lawful ways of keeping up with industry trends, new legislation or regulation, government policy or lobbying. However, trade associations or other formal industry bodies do not legitimise unlawful information exchange.

2.3 You must not assume that if the trade association is hosting or leading a discussion, or providing or requesting information, that it is automatically acceptable or that competition law compliance has already been considered. Compliance with competition law is your responsibility if you are attending any such meetings or receiving/providing any information.

3.0 What should I do?

3.1 If you regularly attend or wish to attend any kind of industry body or trade association, you must ensure that this is logged with Alex Hadden.

3.2 **You must** :

- Make sure agendas are prepared and circulated in advance of any meeting, and stick to this agenda
- Make sure minutes are kept, or other proper written records of meetings- this could include your own contemporaneous meeting notes, and should include a list of attendees and records of any objections made or departures
- Make sure that any data gathered or exchanged through the trade association is legitimate – this means it must be sufficiently historic or aggregated so that it

is no longer competition sensitive. If in doubt, check with Alex Hadden before providing or receiving any such information or data.

3.3 **You must not :**

- exchange competition sensitive information with competitors – either by providing Brown & Mason's information or receiving competitors' information or both – see the Guidance Note on Information Exchange for further information on what is competition sensitive information.

3.4 If any trade association meeting veers onto improper topics, **you must** :

- expressly state that you cannot be party to discussions on this subject due to competition law concerns and ask that the subject is changed- ensure your objection is recorded in the minutes;

- if the conversation does not change, then you must leave the meeting and ensure that your departure is recorded in the minutes;

- it is not enough to remain in the room and simply not participate in the conversation. You must remove yourself from it. It can be difficult for anyone in this scenario to feel confident in taking this course of action – but this is necessary to protect yourself and the business; and

- you should promptly report the incident to Alex Hadden as the person responsible for overseeing competition law compliance, Nick Brown or your line manager. You will be advised on whether any further steps are necessary.

3.5 If you receive something on email from a competitor or a via a trade association contact that concerns you, **you must not** forward or circulate the email. Instead, you must call/tell your line manager or contact Alex Hadden straightaway- you will be advised on the appropriate response and next steps.