



GBS Anti-Corruption Policy

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Definitions

“Benefit”	means any benefit gained from a Bribe and includes money, goods, rights in action, property, preferment, privilege, emolument, objects of value, advantage, or merely a promise to induce or influence the action, vote, or influence of a person in an official or public capacity;
“Bet”	means a wager of money or any other form of financial speculation, whether legal or illegal;
“Betting”	means making, accepting, or laying a Bet and shall include, without limitation, activities commonly referred to as sports betting such as fixed and running odds, totalisator/tote games, live betting, betting exchange, spread betting, peer to peer betting, and other games offered by legal sports betting operators or illegal betting operators;
“Bribery”	means giving or receiving a financial or other advantage in connection with the "improper performance" of a position of trust, or a function that is expected to be performed impartially or in good faith;
“Competition”	means an Event or series of Events conducted over one or more days, including a National or International Competition;
“Corruption”	means any dishonest or fraudulent conduct;
“Event”	means a single, race, match or contest;
“Expense”	means the cost incurred in or required for something while carrying out duties on behalf of GBS;
“Fraud”	means wrongful or criminal deception intended to result in financial or personal gain;
“GBS”	means GB Snowsport Ltd.;
“GBS Athlete”	means an athlete who is part of a GBS Team/GBS Squad;

“GBS CEO”	means the Chief Executive of GBS;
“GBS Finance Team”	means the small group of individuals within GBS HQ, responsible for the running of GBS’ day to day finance;
“GBS Staff”	means staff who are employed by, or acting as a consultant to, GBS;
“GBS Volunteer”	means volunteers who work for GBS without pay;
“GBS Website”	means the official GBS website; https://www.gbsnewsport.com/ ;
“Inside Information”	means any information relating to any Competition or Event that any GBS Staff, GBS Athlete, GBS Volunteer, or Third Party possesses by virtue of their position within snowsport. Such information includes, but is not limited to, factual information regarding the competitors, the conditions, tactical considerations or any other aspect of the Competition or Event, but does not include such information that is already published or a matter of public record, readily acquired by an interested member of the public or disclosed according to the rules and regulations governing the relevant Competition or Event;
“Line Manager”	means the person with managerial responsibility over any individual subject to the Policy;
“Match Fixing”	means any conduct aimed to improperly alter the result or the course of an Event or Competition in order to remove all or part of the unpredictable nature of the Event or Competition with a view to obtaining an undue advantage for oneself or for others;
“Third Party”	means any individual or organisation and includes actual and potential clients, suppliers, distributors, business contacts, agents, advisors, and government and public bodies, including their advisors, representatives and officials, politicians and political parties;

“Whistleblower”

means anyone who makes a disclosure concerning information or activity within and/or pertaining to GBS. The information or activity being disclosed may be illegal, unethical, or not correct.

1. Introduction

- 1.1. This document contains the GB Snowsport (GBS) Anti-Corruption Policy (the “Policy”). The Policy sets out GBS’ stance against corrupt conduct, including Bribery, Fraud, Match Fixing, and Betting. The Policy also contains steps all GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties should follow to avoid such conduct, in compliance with the requirements of GBS and any relevant legislation.
- 1.2. GBS will not be a party to Corruption in any form and maintain a zero-tolerance approach to any corrupt conduct by GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties.
- 1.3. Corruption is a risk not only to GBS’ business, but it is also a risk to any Event or Competition to which GBS is involved.
- 1.4. Being approached with a proposition to be a party to corrupt acts surrounding Events and Competitions is not just the concern of GBS Athletes. These approaches may also be made to others involved with the Event or Competition, such as GBS Staff or GBS Volunteers.

Aims

- 1.5. To preserve and protect the integrity and future of GBS and snowsport.
- 1.6. To provide information and guidance to all GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties on how to recognise and deal with Corruption issues.

Scope

- 1.7. The behaviours identified within this Policy, namely Bribery, Fraud, Match Fixing, Betting, and any other dishonest or corrupt conduct may be referred to under the umbrella term “Corruption”.
- 1.8. The Policy applies to any Corruption that relates to GBS, concerns GBS, or any business matter, Event, or Competition GBS is involved in.
- 1.9. The Policy applies to all GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties and failure to comply will lead to disciplinary action in line with the GBS Disciplinary Policy. In addition, if your conduct is unlawful or illegal you may be personally or criminally liable with respect to civil and/or criminal proceedings, claims, or actions.

- 1.10. The Policy adopts the legal framework outlined in the Bribery Act 2010, the Gambling Act 2005, and the Fraud Act 2006. Full details concerning these Acts can be found at <https://www.legislation.gov.uk>.
- 1.11. The Policy is designed to be read in conjunction with the GBS Athletes' Code of Conduct, the GBS Officials' Code of Conduct, and the GBS Disciplinary Policy that are published by GBS. These documents may receive revisions and updates occasionally, with the most up to date versions being available on the GBS Website.

2. Bribery

- 2.1. All GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties are not to accept, offer, or agree to accept or offer a Bribe or other Benefit (it does not matter if the Bribe or Benefit is never given) to improperly influence or contrive a result, progress, outcome, conduct or any other aspect of GBS' business, or an Event or Competition.
- 2.2. Under the Bribery Act 2010, it is illegal to:
 - 2.2.1. pay or offer to pay a Bribe;
 - 2.2.2. receive or agree to receive a Bribe;
 - 2.2.3. Bribe a foreign public official;
 - 2.2.4. fail to have adequate procedures in place to prevent Bribery.

Gifts and Hospitality

- 2.3. Bribery may take many forms. Gifts and Hospitality is a high risk area of Bribery and is a form that is not always monetary. The following behaviours are considered "Gifts and Hospitality":
 - 2.3.1. Gifts - Gifts are money, vouchers, goods, or services, which, if given appropriately are without expectation of consideration or value in return. They may be given in appreciation of a favour done or a favour to be carried out in the future, though care should be taken that this does not stray into being made with intent to achieve improper influence. Gifts should have no business roles other than marking and enhancing relations or promoting the giver's company.

- 2.3.2. Hospitality - This is given or received to initiate, cement, or develop relationships. It includes meals, receptions, tickets to entertainment, social or sports events. Hospitality requires the host to be present; if not, the expenditure is a Gift. Often an argument for Hospitality is made that it provides a relaxed, neutral, environment in which business relationships and activities can be started, fostered, information imparted, and respect and trust shown. Hospitality can also be associated with fund-raising events held for charitable causes with the company assisting the causes by purchasing tickets or introducing potential supporters.
- 2.3.3. Expenses - These are the provision or reimbursement by the company of travel, lodging, and other expenses incurred by a prospective client, customer, or business partner. Expenses can be a legitimate contribution to achieving a business outcome. For example, a company pays the travel and associated costs for representatives of a potential customer to visit a facility or attend an exhibition, event, conference, or training.
- 2.4. A general example of paying or offering a Bribe by way of Gifts and Hospitality is offering a potential partner a ticket to a major sporting event but only if they conduct business with GBS or a supplier treating a member of GBS Staff to a meal as a thank you for a long lasting business relationship.
- 2.5. The list of different Bribe instruments in Clause 2.3 are not always considered Bribes. The Policy does not prohibit normal and appropriate Gifts and Hospitality (given and received) to or from a Third Party unless otherwise specifically stated. Guidance as to what is regarded as normal and appropriate Gifts and Hospitality can be found in Appendix A.
- 2.6. Any Gifts and Hospitality of a negligible value are permitted without needing approval. Gifts and Hospitality will be treated as having negligible value if it has a face value (excluding VAT) of £100 (or the equivalent amount in foreign currency per person) or less.
- 2.7. Any Gifts and Hospitality over the negligible value must gain approval from the GBS CEO. If approval is gained, the Gift/Hospitality must be declared to the GBS Finance Team to be placed in the GBS Register of Gifts and Hospitality. If the GBS CEO does not give approval, the Gift/Hospitality must be firmly refused.
- 2.8. The GBS Register of Gifts and Hospitality is a written record of all Gifts and Hospitality of any value (accepted or offered) and ensures all claims relating to Hospitality, Gifts, or Expenses incurred to Third Parties are submitted.
- 2.9. For declarations of Gifts/Hospitality over the negligible value that have been approved by the GBS CEO, the individual must describe in their declaration:
- 2.9.1. the nature of the Gift/Hospitality;

- 2.9.2. the value of the Gift/Hospitality;
 - 2.9.3. the name of the Gift/Hospitality giver;
 - 2.9.4. the date the Gift/Hospitality is accepted; and
 - 2.9.5. the names of any GBS Staff, GBS Athlete, or GBS Volunteer involved.
- 2.10. An offence under the Bribery Act 2010 carries criminal penalties for individuals and organisations.
- 2.11. For individuals, a maximum prison sentence of ten years and/or an unlimited fine can be imposed. It does not matter whether the act is done directly or indirectly or whether the Bribery occurs in the UK or in another country.

3. Match Fixing

- 3.1. Match Fixing involves behaviours which have an improper influence over any aspect of an Event or Competition. This includes things such as being involved in an arrangement in advance of an Event or Competition concerning results or conduct.
- 3.2. All GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties must never:
- 3.2.1. fix or contrive in any way or otherwise improperly influence the result, progress, outcome, conduct or any other aspect of an Event or Competition (or being a party to such behaviour);
 - 3.2.2. ensure or seek to ensure the occurrence of a particular incident in an Event or Competition which to their knowledge is the subject of a Bet and for which they or another expects to receive or has received a Benefit;
 - 3.2.3. fail in performing to the best of your abilities in an Event or Competition in return for a Benefit (or the legitimate expectation of a Benefit, irrespective of whether such Benefit is in fact given or received).
- 3.3. The Gambling Act 2005 introduced the offence “cheating at gambling” and has been drafted to address the variety of Match Fixing offences that arise that do not involve any form of Bribery. For example, if a coach paid an athlete to purposefully lose a race so the coach gains a benefit, this would be considered Bribery. However if both the coach and the athlete work together as partners in fixing the result and both make a Bet, it would not be considered a Bribery, though the Gambling Act 2005 would still apply to catch this offence.

4. Fraud

- 4.1. Under the Fraud Act 2006, Fraud is a wrongful or criminal deception intended to result in personal or financial gain. The Act creates a general offence of Fraud and introduces three ways of committing it, namely:
 - 4.1.1. Fraud by false representation;
 - 4.1.2. Fraud by failure to disclose information when there is a legal duty to do so; and
 - 4.1.3. Fraud by abuse of position.
- 4.2. Where the "person" in breach of the Act is a legal person (that is, a body corporate), those involved in its management who have consented to or connived in the offence are also guilty of the offence.
- 4.3. All GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties are prohibited from committing a Fraud offence.

5. Gambling

- 5.1. All GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties must:
 - 5.1.1. not place a Bet on any Event or Competition which they or GBS participate in or are involved in;
 - 5.1.2. not engage in any activity associated with Betting on such Events or Competitions;
 - 5.1.3. not use any Inside Information for Betting purposes or otherwise in relation to Betting, any form of Match Fixing or any other corrupt purposes or via another person and/or entity.
- 5.2. The act of Betting is permitted and is not considered corrupt conduct so long as the Betting activity is considered legal and not placed on an Event or Competition GBS or GBS Staff, GBS Athletes, GBS Volunteers, or Third Parties participate in, are involved in, or have any interest in.

6. Inside Information

- 6.1. Inside Information is information that you are aware of due to your position within GBS which is not available to the wider public. For example, this may be injury or team selection news.
- 6.2. All GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties must never:
 - 6.2.1. use Inside Information to place a Bet, manipulate, or commit any other act of Corruption or to instruct someone else to do so on your behalf;
 - 6.2.2. pass Inside Information on to someone else which they use for an act of Corruption;
 - 6.2.3. give and/or receive a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.
- 6.3. You can be considered to have passed Inside Information by word of mouth, email, writing, or even social media postings.
- 6.4. You may be in breach of the Policy if you pass Inside Information on to someone else even if you did not know that they were going to use it to commit an act of Corruption.

7. Indicative Behaviours

- 7.1. The behaviours prohibited by the Policy are not always clear cut and obvious. It is important not to overlook the more subtle behaviours that indicate Corruption is occurring.
- 7.2. Common indicators (albeit that some in isolation are not harmful) of Corruption include those listed below. This is not an exhaustive list:

Payments

- 7.3. Payments for abnormal amounts (e.g. high commissions or requests for high cash payments);
- 7.4. payments made in an unusual way, (e.g. what would normally be a single payment is made in stages, through a bank account never previously used, or in a currency or via a country which has no connection with the transaction);
- 7.5. excessive variations in budgets or contracts;

7.6. pressure to make payments urgently or ahead of schedule.

Process

7.7. Bypassing normal procurement, commercial, or investment procedures;

7.8. defining needs in contracts which can only be met by specific contractors, regular appointment of a single supplier and / or vague specifications;

7.9. the prevention or hindrance of those whose job is to monitor commercial processes, non-declaration of Gifts and Hospitality (e.g. a person or team specific to the organisation, e.g. Internal Audit) from doing their job;

7.10. failure to declare conflicts of interest;

7.11. private meetings with contractors or recipients of investments.

Individuals

7.12. Individuals display unusual behaviour;

7.13. are secretive about certain matters or relationships;

7.14. suppliers or grant recipients insist on dealing with individuals personally;

7.15. receiving Gifts and Hospitality of relatively 'low' values frequently over business critical periods of time;

7.16. may make trips at short notice without explanation;

7.17. an unexpected change in lifestyle;

7.18. never takes time off even if ill, or holidays;

7.19. lavish Gifts and Hospitality being given or received.

Decisions

7.20. Decisions are taken for which there is no clear rationale;

7.21. are unexpected or illogical in accepting tenders or investments which are not favourable to the organisation;

7.22. line managers bypassing subordinates, subordinates bypassing line managers;

7.23. lack of senior management oversight;

- 7.24. abusing decision processes or delegated powers in specific cases.

Records

- 7.25. Key documents are incomplete or missing (i.e. invoices, contracts, grant agreements);
- 7.26. key documents are photocopied or scanned (e.g. original documents not located).

8. Records and Note Keeping

- 8.1. It is essential that we keep full and accurate records of all our financial dealings. False or misleading records could be very damaging to the organisation.

9. Exceptional Circumstances

Personal Safety and Liberty

- 9.1. If GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties are faced with a threat to their personal safety (i.e. there is a risk of harm or loss of liberty) or that of another person, then it may be unavoidable to pay a Bribe, make a facilitation payment, or other similar things.
- 9.2. When faced with such extreme circumstances, GBS accepts that GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties may make such payments using GBS' money without fear of recrimination, as the personal safety of GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties is paramount.
- 9.3. In such cases, the reporting requirements set out in Clause 10 of this Policy must be followed and the circumstances in which any payment was made must be fully documented and reported to the GBS CEO within five working days.
- 9.4. If a crime has been committed, the Police should be notified. If abroad and there is a continued risk of harm or loss of liberty, consideration should be given to returning to the UK as soon as possible and contacting the local UK Consulate or Embassy.

10. Reporting a Breach

- 10.1. GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties have a responsibility to speak out if anything corrupt or otherwise improper is occurring or has occurred in relation to GBS' business is discovered. We cannot maintain the integrity of GBS if this is not achieved.
- 10.2. If you discover or suspect any Corruption, whether internally or with a GBS partner, please report it to your Line Manager as soon as possible. If for any reason reporting it to your Line Manager is impossible, please report it via the process set out in the GBS Whistleblowing Policy found on the GBS Website.
- 10.3. Matters relating to a reported breach will be handled confidentially. We will investigate all allegations of Corruption immediately and, if necessary, report the incident to the authorities. During our investigations, the Whistleblower will be kept informed of progress. However, it may not be possible, due to the confidential nature, to provide specific details of the investigation or actions taken.
- 10.4. GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties who raise concerns, report any wrongdoing, or refuse to accept or offer a Bribe may be worried about repercussions. GBS encourages openness will fully support anyone who raises concerns in good faith under the Policy, even if they turn out to be mistaken.

Appendix A: Gifts and Hospitality

Acceptable Gifts and Hospitality

- A 1.1. For Gifts and Hospitality to not be considered a Bribe, they:
- A 1.1.1. must not be made with the intention of improperly influencing a Third Party or a member of GBS Staff, GBS Athlete, or GBS Volunteer 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;
 - A 1.1.2. must comply with local law in all relevant countries;
 - A 1.1.3. must be given in the name of the organisation, not in an individual's name;
 - A 1.1.4. must not include cash or a cash equivalent;
 - A 1.1.5. must be appropriate in the circumstances;
 - A 1.1.6. must be of an appropriate type and value and given at an appropriate time taking into account the reason for the Gift/Hospitality; and
 - A 1.1.7. must be given openly, not secretly.
- A 1.2. GBS appreciates that the practice of giving business Gifts and Hospitality varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the Gift or Hospitality is reasonable and justifiable both in the UK and any other relevant country. The intention behind the Gift or Hospitality should always be considered.

Unacceptable Gifts and Hospitality

- A 1.3. GBS Staff, GBS Athletes, GBS Volunteers, and Third Parties will be considered to be involved with a Bribe when they (or someone on their behalf):
- A 1.3.1. give, promise to give, or offer, a payment, Gift or Hospitality with the expectation or hope that they or GBS will improperly be given a business advantage, or as a reward for a business advantage already improperly given;
 - A 1.3.2. 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;

- A 1.3.3. accept payment from a Third Party where it is known or suspected that it is offered or given with the expectation that the Third Party will improperly obtain a business advantage;
- A 1.3.4. accept a Gift or Hospitality from a Third Party where it is known or suspected that it is offered or provided with an expectation that a business advantage will be improperly provided by GBS in return;
- A 1.3.5. accept a Gift or Hospitality from a Third Party that exceeds the negligible face value of (excluding VAT) £100 (or the equivalent amount in foreign currency per person) that has not received approval from the GBS CEO;
- A 1.3.6. accept a Gift or Hospitality from a Third Party that exceeds the negligible face value of (excluding VAT) £100 (or the equivalent amount in foreign currency per person) that has received approval from the GBS CEO but has not been declared to the GBS Finance Team to be recorded in the GBS Register of Gifts and Hospitality;
- A 1.3.7. threaten or retaliate against another member of GBS Staff, GBS Athlete, or GBS Volunteer who has refused to commit Bribery or who has raised concerns under the Policy; or
- A 1.3.8. engage in any activity that might lead to a breach of the Policy.

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