

## **1. Introduction**

This Policy sets the standards of business behaviours Chelgrave Contracting Australia have in place to ensure employees who may have influence on business decisions and compliance with fair trading legislation act with integrity and honesty in all jurisdictions of operation.

## **2. Confidentiality of Information**

Chelgrave is committed to maintaining the highest degree of integrity in all our dealings with potential, current and past clients, both in terms of normal commercial confidentiality, and the protection of all personal information received in the course of providing the business services concerned. We extend the same standards to all our customers, suppliers and associates.

## **3. Ethics**

Chelgrave always conduct our own services honestly and honourably, and expect our clients and suppliers to do the same. Our advice, strategic assistance and the methods imparted through our training, take proper account of ethical considerations, together with the protection and enhancement of the moral position of our clients and employees.

## **4. Duty of care**

Our actions and services will always conform to relevant law, and we believe that all businesses and organizations, including this consultancy, should avoid causing any adverse effect on the human rights of people in the organizations we deal with, the local and wider environments, and the well-being of society at large.

## **5. Conflict of Interest**

Chelgrave services can involve exposure to sensitive areas of a client' processes, therefore our employees must avoid any circumstances that may lead to a conflict of interest while working with Chelgrave. This could be an actual conflict, or a potential or perceived conflict.

A conflict arises where a decision leads to an improper gain or benefit to any concerned party, or your associates. Conflicts can be financial and non-financial.

## **6. Contracts**

Our contract will usually be in the form of a detailed proposal, including aims, activities, costs, timescales and deliverables. The quality of our service and the value of our support provide the only true basis for continuity. We always try to meet our clients' contractual requirements, and particularly for situations where an external funding provider requires more official parameters and controls.

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## **7. Fees**

Our fees are always competitive for what we provide, which is high quality, tailored, specialised service. As such we do not generally offer arbitrary discounts; generally a reduction in price is only enabled by reducing the level or extent of services to be delivered. That said, we always try to propose solutions which accommodate our clients' available budgets and timescales. Wherever possible we agree our fees and basis of charges clearly in advance, so that we and our clients can plan reliably for what lies ahead, and how it is to be achieved and financially justified.

## **8. Payment**

We aim to be as flexible as possible in the way that our services are charged. We make no attempt to charge interest on late payments, so we expect payments to be made when agreed. Our terms are generally net 7 days.

## **9. Intellectual property and moral rights**

We retain the moral rights in, and ownership of, all intellectual property that we create unless agreed otherwise in advance with our clients. In return we respect the moral and intellectual copyright vested in our clients' intellectual property.

## **10. Quality assurance**

We maintain the quality of what we do through constant ongoing review of our services with our clients by encouraging regular review meetings as well as conducting internal audits of our operational functions. Our Quality Management System has been certified by an accredited organisation to international standards.

## **11. Professional conduct**

We conduct all of our activities professionally and with integrity. We take great care to be completely objective in our judgement and any recommendations that we give, so that issues are never influenced by anything other than the best and proper interests of our clients.

## **12. Equality and discrimination**

We always strive to be fair and objective in our advice and actions, and we are never influenced in our decisions, actions or recommendations by issues of gender, race, creed, colour, age or personal disability.

### **13. Modern Slavery**

Chelgrave is not a reporting entity under the Australian Modern Slavery Act 2018, however we understand the importance of transparency across supply chains in order to present accurate information on real and potential slavery practices, as a means by which such practices can be eliminated.

### **14. Gifts and Entertainment**

As a staff member, an employee or contractor you are not to give or receive any gifts from customers, suppliers, union officials, government officials, government employees or anyone we have business dealings with, other than promotional items of nominal value such as pens, drink bottles and calendars.

You may provide or receive entertainment to or from an existing or potential customer, supplier or someone that you have business dealings with as part of your employment, provided it is reasonable and conducted at an appropriate venue. It must also comply with the guidelines set out below.

Take care to ensure that any entertainment does not influence or compromise you or the customer, supplier or person that you have or may have business dealings with in making objective business decisions (or could be seen to influence or compromise) or create an obligation for either party to provide something in response.

You should not give or accept entertainment during a tender, contract negotiation or any outsourcing process from any of the parties involved in that process (or from anyone related to these parties).

### **15. Bribery and Corruption**

Chelgrave prohibits all forms of bribery and corrupt conduct. This prohibition extends to any form of benefit, not just money. In some circumstances, a gift may be perceived as a bribe.

Employees shall not offer, pay, promise or give anything of value to any party to gain an unfair business advantage, or obtain or retain business which is not legitimately due, or to induce someone to perform their work improperly. This conduct shall not occur through another employee, agent or third party.

Laws relating to bribery and corruption of "Government Officials" can be very strict and can extend to employees, agents, advisors and consultants at all levels of government, judiciary, customs, police and military.

Employees should consult with the General Manager before providing any entertainment to a Government Officer.

## 16. Legal and Accounting Requirements

As a business which operates nationally, Chelgrave is subject to the laws and regulations of all states and territories in which it operates. This includes complying with the Competition and Consumer Act (Cth) in Australia. These laws operate to ensure accurate information is provided to consumers and promote competition and fair trading by prohibiting certain activities which restrain trade and/or competition.

Any breach of these laws can have serious consequences for Chelgrave and for the individuals involved. Where differences exist between the Code and the relevant legal requirement in a particular jurisdiction, whichever sets the higher standard of behaviour should be followed.

All accounting transactions must be properly authorised and accurately recorded as required by the applicable law. Disciplinary action may be taken if Chelgrave becomes aware that records have been falsified or presented in a misleading manner.

## 17. Reporting Concerns

Any staff member having concerns of activity in contravention to this Policy should contact the General Manager or in the event that it may involve the General Manager contact the Chelgrave CEO.

## 18. Breach of Policy

Breach of this Policy may involve dismissal.

**Mark Hale**  
General Manager  
Chelgrave Contracting Australia