



ETHICAL POLICY

1. PURPOSE

1.1 East Thames Aggregates Limited (“The Company”) is committed to practice BEST corporate and responsible behaviour as directed by Management.

1.2 Through the Company’s activities management to seek and promote Human Rights, Equality and Modern Anti-Slavery Laws for ALL its employee’s and agents.

1.3 Furthermore, The Company will actively monitor its agents & customers compliance to 1.2.

1.4 The Company will be committed in eliminating Bribery & Corruption and abstain from giving and receiving any such bribes and coercive activities.

1.5 This Policy is not exhaustive, and all aspects of The Company’s business will be carried out in the spirit in which this policy is intended.

2. HUMAN RIGHTS

2.1 The Company is vehemently opposed to the exploitation, cruelty or inhuman actions, degrading or unfounded remarks against individuals from any Gender, Race, Religious or Political persuasion and any attempt to control those individuals’ rights to Freedom of thought and acts.

2.2 The Company will ensure that ALL employees and agents are given their basic Human Rights as set out in the Universal Declaration of Human Rights and Human Rights Act of 1988 and any amendments.

2.3 The Company will not commit or enter

any Business Arrangement or Contract with any person(s), company or organisation which fails in upholding any of the values and LAWS.

3. WORKERS, EMPLOYEE RIGHTS

3.1 The Company is committed in complying to ALL relevant employment law, legislation and regulations and will regards such as the minimum requirements, rather than the recommended standards to achieve.

3.2 NO worker will be discriminated against, be it, Age, Gender, Race, Sexual Orientation, Religious & Political Beliefs, Gender Reassignment, Marital Status, Mental Health, Medical Health and Pregnancy. Equal opportunity given to ALL in relation to working hours and pay.

3.3 NO restrictions on any Employee/Worker wanting to join a Trade Union, Staff Association, nor should the employee feel, they would be discriminated against to the detriment of their working environment.

3.4 Workers/Employees will be made aware of The Company’s Terms & Conditions of their employment from the outset and written contract. Sick Leave, Statutory Sick Allowance, Maternity & Paternity Leave and Annual Holiday will be granted in accordance with statutory requirements.

3.5 The Company does NOT and will NOT tolerate Bullying in any form and will investigate any complaint in this regard vigorously, which will include Harassment, Sexual Harassment, Lude Behaviour and acts of violence.

4. ENVIRONMENTAL MATTERS

4.1 The Company is committed of being aware of its Environmental impact through its activities and services in line with the Organisations Environmental Policy.

4.2 The Company will ensure it meets ALL Environmental Law & Regulations as a minimum baseline.

5. CONFLICTS OF INTEREST

5.1 The Company deems Trust & Confidence between its Customers, Agents, Suppliers and Employees paramount in maintaining Good and Long-lasting Relationships. Conflicts of Interest that potentially undermine these relationships will be discussed openly without fear of damaging repercussions.

5.2 The Company has a clear policy in relation to Corporate Hospitality, Gratuities and non-working hour fraternisation. These guidelines aim to safeguard Employees, Customers, Agents and Suppliers alike and avoid risks associated with Bribery & Corruption Regulation that may blight such innocent activities.

5.3 ALL Officers, Employees and Representatives on The Company are expected to Act with Honestly and Integrity and within the Law.

6. INFORMATION & CONFIDENTIALITY

6.1 Information received by Employees, Agents & suppliers of The Company will be expected to retain such details, purely for the purpose it was intended and will NOT be used for any purpose beyond those activities.

6.2 The Company will ensure that ALL measures are taken to always secure any sensitive information and will not be divulged to any Third Party, unless permission is granted by the interested party in writing. These include BUT not limited to the, Data Protection Act 1998 and GDPR 2018 which are in force at the time.

7. SHAREHOLDERS & INVESTORS

7.1 The Company Directors and its Officers, Employees and Agents are committed to ensure that NO omissions, acts to mislead are perpetrated knowingly or deliberately that would affect the Professional Standing of Investors, Shareholders and Suppliers.

8. SUPPLIERS, AGENTS & SUPPLIERS

8.1 The Company expects ALL Suppliers and Agents/partners to work closely and uphold similar ethical and moral standards.

8.2 The Company will investigate the Ethical record of potential NEW suppliers and agents before entering into any agreement or placing of orders and reserve the right to find sourcing of said goods and services.

8.3 The Company reserves the right to withdraw from any agreement or arrangement with any supplier or partner, who are believed to be in breach of these principles of this Ethical Policy.

9. BRIBERY & CORRUPTION

9.1 The Company does not allow any acts of Bribery & Corruption and the making of facilitation payments as defined by the Bribery Act 2010.

9.2 Employees and Agents working on behalf of The Company are NOT allowed to either offer or receive any type of bribe and/or facilitation payment.

9.3 ALL Employees are encouraged to report any suspicious act directly to High Management which are in contravention of the Act.

9.4 Any Employee or agent in doubt which is acceptable as either a gratuity or hospitality, then they should refer to the Corporate Hospitality & Gratuity Policy and ask The Managing Director for guidance.

9.5 The Company will endeavour to implement guidance on Bribery Management which may be updated time to time by the Secretary of State, in accordance with, Section 9 of The Bribery Act 2010.

9.6 Any Employee or Agent found in contravention of the Law & Guidance procedures could be criminally liable under the Act and will be subject to Disciplinary Action and under the Terms & Conditions of employment, "Bring the Company into Repute", will be dismissed. 9.7 Anyone found Guilty under the Act will be responsible, for bearing the full costs of any actions and proceedings, including Court Fees and expenses.

This document has been authorised by an acting Director

Mr. J A Rogers (Director) East Thames Aggregates Limited.



Signed:

Version 1.26- Valid until 6th January 2027, Dated: This Sixth Day of January 2026.



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