



3rd Party Statement of Intent

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3rd Party Statement of Intent

1 Purpose

- 1.1 TMP – The Mortgage People Ltd is committed to ensuring that our employees and workers are treated with dignity and respect in an environment free from any form of harassment. Harassment is entirely unacceptable and unlawful, including harassment by a third party, whether it is related to a protected characteristic defined in the Equality Act or conduct that is of a sexual nature.
- 1.2 Harassment related to a protected characteristic may relate to a protected characteristic such as age, disability, gender reassignment, race, colour, national ethnic or national origin. It may also relate to trade union membership, part time or fixed term status. Harassment may also occur because of the perception someone holds of another person, or that someone is associated with another person who holds a protected characteristic.
- 1.3 Any form of harassment is unlawful under the Equality Act 2010 and can also be a criminal offence under the Protection from Harassment Act 1997, with individuals also being held personally liable.
- 1.4 To uphold our legal duties, we take proactive and all reasonable steps to prevent harassment throughout our business operations and operate a zero-tolerance approach to harassment. This statement of intent outlines the standards of behaviour we expect from all third parties, including customers, clients, suppliers, and contractors, while interacting with our employees. It is therefore a condition of doing business with us, that all third-party organisations, suppliers, and contractors actively adhere to this statement.

2 Scope

- 2.1 This statement of intent is solely for third parties who do business with us and who interact with our workers in the course of their employment, whether the interaction takes place:
 - In person at client sites.
 - Over the telephone or via video conferencing.
 - Through written communications, email, or social media.
 - At work-related social events, conferences, or training.

3 Defining prohibited conduct

- 3.1 We define harassment in line with the Equality Act 2010. No form of harassment can ever be justified.
 - **General Harassment:** Unwanted conduct related to a protected characteristic which violates a worker's dignity or creates an intimidating, hostile, degrading, humiliating, or offensive environment.
 - **Sexual Harassment:** Unwanted conduct of a sexual nature, including but not limited to sexual comments, suggestive looks, staring, unwelcome physical contact, or the display of suggestive imagery.

- **Third party harassment:** Unwanted conduct that violates a worker's dignity or creates an intimidating, hostile, degrading, humiliating, or offensive environment.
- **Victimisation:** a person is treated less favourably because they have committed, or it is believed they may commit a 'protected act'. 'Protected acts' include bringing legal proceedings related to discrimination against the employer or the perpetrator, or the giving of evidence at a disciplinary or grievance hearing or at tribunal, or making complaints about the perpetrator or the employer about their alleged discriminatory practices, etc.

4 Risk Assessment

- 4.1 As a condition of working with us, all third-party organisations, suppliers, and contractors must conduct, continuously review and document a formal harassment prevention risk assessment. This assessment must proactively identify potential risks, outline all reasonable prevention steps and specifically evaluate interactions between their personnel and ours, accounting for operational factors such as power imbalances, working with vulnerable people, etc. As part of our due diligence process, we ask that we are provided with evidence of this.
- 4.2 For your reassurances, we also carry out a risk assessment to prevent harassment taking place in our business and take all reasonable steps to prevent it. Set out in the next section are the preventative measures we have adopted, however if you wish to have sight of either our assessment or action plan, please contact the Managing Director.

5 Our preventative measures

- 5.1 Our own risk assessment process allows us to proactively identify risks and take all reasonable steps to prevent the safety of our workforce and all those impacted by our business operations. In our latest review of the risks that can be associated with third party relationships, we have the following preventative measures in place:
- The use of warning notices to our customers
 - Adopting a recorded message at the beginning of telephone calls
 - Including information in the terms and conditions of our service agreements
 - Providing our workforce with regular training to raise awareness, inform them of their rights and how to raise a complaint
 - Provide specific training to our managers to help them in spotting harassment and to support them in dealing with workplace concerns
 - Carry out a risk assessment when planning events attended by our workforce.

6 Training

- 6.1 A further condition of working with our business, is that all third-party organisations, suppliers, and contractors must demonstrate their own proactive compliance in anti-harassment training, which, as part of our due diligence process, we require evidence of.

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- 6.2 We carry out anti-harassment training across our workforce and repeat this annually. We may repeat it more frequently should circumstance warrant.

7 Responsibilities

7.1 TMP – The Mortgage People

- 7.2 We take all allegations of harassment by third parties (which includes customers, clients, contractors, or service users), with the utmost seriousness. Our response is proactive and centred on the safety and dignity of our workforce.
- 7.3 We will act immediately to resolve any complaint, considering the complainant's preferred resolution while ensuring their protection from ongoing harassment or victimisation during the process.
- 7.4 We operate a zero-tolerance approach to any forms of harassment and treat non-compliance with this statement of intent with the utmost seriousness. Where complaints of harassment carried out by a third party have been substantiated depending on the severity of the conduct, we will take firm remedial steps, which may include issuing formal warnings to you as the third party, barring them from our premises or services, reporting criminal acts to the police or termination of the business relationship.
- 7.5 Where harassment is occurring, such as during a service interaction or a meeting, our managers are empowered and expected to intervene immediately. This may include terminating the interaction, asking the third party to leave the premises, or ending a telephone call.
- 7.6 As part of our commitment to anticipating harassment risks and taking all reasonable steps to protect our workforce, we maintain a centralised, confidential log of all formal and informal concerns. This record allows us to identify and address emerging trends, including those linked to specific third parties or high-risk locations and adjust our risk management strategies accordingly. We maintain this log in line with our UK GDPR responsibilities.

7.7 Remedial actions

- 7.8 Where immediate intervention is necessary, a manager may immediately take over service or terminate a meeting/call if a third party's behaviour is inappropriate.
- 7.9 When we receive a report of any third-party harassment, we will take prompt action to investigate and where a claim of harassment has been substantiated, we will take firm action that can include:
- **Formal warnings:** Issuing a written warning to the individual or their employer regarding their conduct.
 - **Banning/exclusion:** Barring the individual from our premises or refusing to engage with them in the future.

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- **Contractual termination:** We reserve the right to terminate commercial agreements or service contracts with any third party that fails to adhere to these standards or fails to protect our workers from harassment.
- **Police involvement:** We will support our workers in reporting any conduct that may amount to a criminal offence to the police

7.10 Third party

7.11 As a condition of doing business with us, all third-party organisations, suppliers, and contractors must actively align with our harassment prevention standards.

7.12 We require third parties (which includes customers, clients, contractors, or service users) to:

- Conduct their own formal risk assessments that specifically identify potential scenarios for harassment when their staff interact with ours. This assessment should consider factors such as lone working, power imbalances, and the presence of alcohol.
- Ensure that any staff interacting with our business have received tailored, up-to-date training on recognising and preventing harassment, including sexual harassment. We may request evidence of training records as part of our due diligence process.
- Inform all deployed staff, representatives, and subcontractors are informed of our harassment prevention standards and expectations and adhere to our non-discriminatory and anti-harassment practices.
- Collaborate in good faith to resolve reported concerns, take own appropriate action under internal procedures and implement any necessary preventive measures identified by our risk assessments.

7.13 When interacting with our staff, we expect all third parties to:

- Always maintain professional standards of conduct.
- Refrain from 'banter' or jokes that are derogatory or related to protected characteristics.
- Respect personal boundaries and refrain from any unwanted physical contact or intrusive personal questioning.

7.14 We expect our business partners and contractors to mirror our commitment to a harassment free environment. Where a third party's employee is the alleged perpetrator, we require full cooperation with our investigations and the third-party employer to take internal disciplinary action against their employee where allegations are substantiated.

7.15 In cases involving agency workers, a clear, written division of responsibilities regarding the handling of harassment complaints to ensure no worker is left without protection or a clear reporting line.

7.16 Failure to maintain these standards represent a material breach. If a third party fails to take reasonable measures to protect our employees from harassment by their staff, we reserve the right to terminate all commercial agreements and SLAs immediately.

8 Complaint handling

- 8.1 Harassment by customers, clients, contractors, or service users is treated as seriously as harassment by a colleague. Upon receiving a complaint, we will act immediately to resolve the matter using our Grievance and / or Bullying and Harassment Policy. In certain circumstances it may be through our Whistleblowing Policy.
- 8.2 We will take firm action against third parties, which may include issuing formal warnings, barring them from our premises or services, or terminating commercial contracts.
- 8.3 It may also be a requirement of our business that we report the incident of harassment The Financial Conduct Authority.

8.4 Investigation Process

- 8.5 In line with our internal policies and procedures we will investigate all complaints of alleged harassment by a third party and will do so promptly and fairly to establish the facts.
- 8.6 As the employer to someone who has been accused, we ask for your cooperation in good faith, to also resolve reported concerns, take own appropriate action under internal procedures and implement any necessary measures to prevent harassment in the future.
- 8.7 On the reporting of a complaint, we will consider whether the accused third party should be redeployed or removed from our business operations temporarily or whether reporting lines or other managerial arrangements should be altered pending the outcome of the investigation.
- 8.8 For procedural fairness and to gain a complete understanding of the situation, our investigation into claims of harassment by third parties will reasonably require:
- Speaking with the person accused and collecting a written statement
 - Meeting with relevant witnesses to ascertain facts surround the alleged harassment and to obtain a written witness account
 - Obtaining other relevant information (hard copy or soft copy) to assist in our reasonable investigations.
- 8.9 Copies of statements gathered will be made to you on completion of our investigation for your onward cascading to your employee.
- 8.10 All parties involved in the investigation are expected to respect the need for confidentiality.
- 8.11 Once all reasonable investigations are complete, we will communicate the findings and next steps.

9 Confidentiality

- 9.1 Complaints involving third party or their employees, all parties, including the complainant, witnesses, and the third party, are required to maintain strict confidentiality throughout the

duration of the investigation. This is essential to:

- Protecting all parties from further disadvantage, such as workplace gossip or premature judgements
- Ensuring the investigation remains objective and independent
- Preventing any interference with the evidence gathering process.

9.2 We request that third parties remind their employees involved in an investigation that any breach of confidentiality will be treated as a serious disciplinary offense under your internal procedures and relevant UK GDPR rules. Similarly, we will inform any witnesses that the matter is strictly confidential, subject to legal or regulatory rights and obligations and that unauthorised disclosure may result in disciplinary action.

9.3 All information gathered as part of any investigation is treated in strictest confidence in line with our Data Protection Policy.

10 Data Protection

10.1 When processing and storing complaints of harassment by a third party, the third-party's personal data (name, organisation, details of alleged conduct) will be included and managed in accordance with UK GDPR. We process and store this information because:

- it is necessary for us to comply with our statutory obligations under the Equality Act 2010 and Employment Rights Act 2025 as it is our proactive duty to prevent harassment, which includes harassment by third parties
- we have legitimate business interests to protect our workforce, manage operational and reputational risks, and in defending potential legal claims.

10.2 We also process and store special category data in respect of complaints involving details of protected characteristics and those which are of a sexual conduct in nature. We are required to do so in exercising our rights and obligations in both employment law and alongside Schedule 1 of the Data Protection Act 2018.

10.3 We log incidents for the purpose of managing our investigations, carrying out trend analysis and to conduct harassment prevention risk assessments. Where possible, we will anonymise or pseudonymise the identity of both the employee and the third party. Our standard retention period for employment-related grievances/complaints is typically 6 years post-event or post-employment which align with the statutory limitation period for breach of contract and personal injury claims under the Limitation Act 1980.

10.4 You can read our Privacy Notice, and our Data Protection Complaints Policy

11 Further information

Any queries or comments about this policy should be addressed to your line manager in the first instance.

12 Policy owner

This policy is owned and maintained by the Managing Director.