



FORTEM

People who care



Supply Chain Code of Conduct

01 November 2019

Note that this document forms:

- Appendix C3 of a Sub-Contract Order
- Appendix E1 of a Consultant Deed of Appointment

DOC/70/LEG/066 (Rev 01)

SUPPLY CHAIN CODE OF CONDUCT

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1. GENERAL PROVISIONS APPLICABLE TO ALL CODES OF CONDUCT

- 1.1 For the purposes of this Code of Conduct the following words shall have the following meanings:
- 1.1.1 "Appointment" means (i) any deed of appointment relating to a consultant and the delivery of professional services; (ii) any sub-contract entered into with a sub-contractor for the delivery of works, materials and/or services; (iii) any purchase order for the supply of materials entered; (iv) any agreement for the supply of labour or temporary workers; or (v) any other agreement which expressly incorporates this Code of Conduct; entered into by a Contractor and a Supplier;
 - 1.1.2 "Contractor" means Willmott Dixon Holdings Limited (company number 198032) or Wimpole Equity Holdings Limited (company number 07065104) or any other company which is a subsidiary of it or a subsidiary of the same parent as such terms are defined in Section 1159 of the Companies Act 2006;
 - 1.1.3 "Corrupt Activity" means engagement in any criminal activity, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money laundering and/or similar capacity including, without limitation, any activity, practice and/or conduct which would constitute an offence under sections 1,2 and/or 6 of the Bribery Act 2010 (as amended from time to time);
 - 1.1.4 "Data Controller" means data controller as defined by the Data Protection Legislation;
 - 1.1.5 "Data Processor" means data processor as defined by the Data Protection Legislation;
 - 1.1.6 "Data Protection Legislation" means all applicable privacy and data protection laws including the Data Protection Act 2018 and the General

Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);

- 1.1.7 "Deemed Employment" means an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies;
 - 1.1.8 "Personal Data" means personal data as defined by the Data Protection Legislation;
 - 1.1.9 "Policies" means any policies published from time to time by any Contractor relating to the completion law, anti-bribery, modern slavery, data protection, whistle blowing and/or corporate criminal offences (and as amended from time to time) which the Supplier is deemed to have received;
 - 1.1.10 "Privacy Policy" shall mean the policy published on the website of the Contractor entering into the Appointment (as amended from time-to-time) setting out details of how Personal Data is collected and used;
 - 1.1.11 "Prohibited List" shall have the same meaning set out in Regulation 3 of the Employment Relations Act 1999 (Blacklists) Regulations 2010;
 - 1.1.12 "Security Aspects Letter" means a set of special contractual conditions which form the part of a classified contract involving handling of, access to or generation of classified information or assets;
 - 1.1.13 "Special Categories" means special categories of Personal Data as defined by the Data Protection Legislation (also known as sensitive personal data);
 - 1.1.14 "Supplier" means any consultant, sub-contractor and/or supplier providing goods, materials and/or services to any Contractor pursuant to an Appointment
 - 1.1.15 "Supplier's People" means any director, officer, worker, employee, contractor, consultants or other person engaged by the Supplier undertaking works, performing services or providing goods in connection with any Appointment.
- 1.1 Any Contractor entering into an Appointment requires all and any of its Suppliers to comply with its Code of Conduct set out in the sub-sections below to the extent that the Code of Conduct is incorporated in any Appointment.
- 1.2 At the date of execution of any Appointment that makes reference to and incorporates this Code of Conduct as a document that a Supplier is required to comply with then the Supplier warrants and undertakes (and the Supplier hereby acknowledges and agrees that execution by the Supplier of any such Appointment that incorporates this Code of Conduct will constitute certification by the Supplier as at the date of execution of that Appointment) that in performing it duties and

providing services, works and/or materials it will comply with all sections of this Code of Conduct and confirmation referred to in this Code of Conduct will be deemed given at the date of any and every Appointment.

2. COMPETITION LAW CODE OF CONDUCT

- 2.1 The Supplier acknowledges that the Contractor is entitled to receive bona fide competitive tenders from all its Suppliers. The Supplier confirms that each Appointment is a bona fide bid and the Supplier has not fixed or adjusted the rates or prices or sum quoted by or under or in accordance with any agreement with any other party, supplier or competitor.
- 2.2 The Supplier has not restrained, and insofar as it is aware neither it nor any of its own suppliers nor member of its supply chain is restrained, through any agreement, arrangement or an understanding that restricts competition.
- 2.3 In particular the Supplier confirms that:
 - 2.3.1 any tender submitted prior to the conclusion of any Appointment and any Appointment have been carried out independently from and without any agreement or arrangement with any competitor company or other party;
 - 2.3.2 it has not exchanged competitively sensitive information or engaged in discussions that may lead to the co-ordination of competitive behaviour and, in particular, has not shared information about current or future pricing intentions for tenders, or any element that might affect prices or pricing practices, including the exchange of cover prices, nor entered into any arrangement with the aim of fixing or adjusting the amount of any of its prices, rates, tender, contract sum and/or fees;
 - 2.3.3 it has not caused or induced any person to enter into any agreement as is mentioned above;
 - 2.3.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under section 117 of the Local Government Act 1972;
 - 2.3.5 it has not admitted and/or been found by a relevant regulatory authority to have participated in or undertaken behaviour which is or apparently intended to or has the consequence of significantly restricting competition;
 - 2.3.6 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender affecting the project the subject of the Appointment;
 - 2.3.7 it has not committed any activity would amount to a breach of any Policy of the Contractor relating to competition law; and
 - 2.3.8 its directors, officers and employees are aware of the requirements of this confirmation and the Supplier has provided adequate training to its staff and employees to ensure compliance.

- 2.4 The Supplier further undertakes that it shall not do or procure the doing of any acts mentioned in the above while the Appointment remains in place or is enforceable between the Supplier and the Contractor.
- 2.5 The Supplier further acknowledges that any breach of this section of the Code of Conduct relating to competition law shall entitle the Contractor to terminate any Appointment on written notice.

3. ANTI-BRIBERY CODE OF CONDUCT

- 3.1 The Supplier undertakes that it has not and will not and that its directors, officers and employees have not and will not engage in any Corrupt Activity.
- 3.2 In particular the Supplier confirms that:
 - 3.2.1 it will comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 with a view to preventing any engagement in Corrupt Activity;
 - 3.2.2 it will comply with the Policies relating to Ethics and Anti-bribery published from time to time. Copies are available on request and the Supplier is deemed to have inspected these;
 - 3.2.3 it has and will maintain in place throughout the term of the Appointment its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with this Code and the relevant Policy published by the Contractor and shall enforce them where appropriate;
 - 3.2.4 it will promptly report to the Contractor any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of the Appointment;
 - 3.2.5 it will provide such evidence of compliance with this Code as the Contractor may reasonably request from time to time;
 - 3.2.6 it will ensure that any person associated with the Supplier is undertaking works, performing services or providing goods in connection with the Appointment does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this Code. The Supplier shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to the Contractor for any breach by such persons of any of the relevant terms;
 - 3.2.7 it has not committed any activity would amount to a breach of any Policy of the Contractor relating to ethics and anti-bribery; and
 - 3.2.8 the Supplier's People are aware of the requirements of this confirmation and the Supplier has provided adequate training to its staff and employees to ensure compliance.
- 3.3 The Supplier further undertakes that it shall not do or procure the doing of any acts mentioned in the above while the Appointment remains in place or is enforceable between the Supplier and the Contractor.

3.4 The Supplier further acknowledges that any breach of this section of the Code of Conduct relating to Ethics and Anti-Bribery shall entitle the Contractor to terminate any Appointment on written notice.

4. CRIMINAL CORPORATE OFFENCES CODE OF CONDUCT

4.1 The Supplier shall , and shall procure that the Supplier's People shall:

4.1.1 not engage in any activity, practice or conduct which would constitute either:

4.1.1.1 a UK tax evasion offence within the meaning of section 45(4) of the CFA 2017 ("UK Tax Evasion Offence");

4.1.1.2 a foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 ("Foreign Tax Evasion Offence"); or

4.1.1.3 a facilitation of UK Tax Evasion Offence within the meaning of section 45(5) of the CFA 2017; or

4.1.1.4 facilitation of Foreign Tax Evasion Offence within the meaning of section 46(6) of the CFA 2017; or

4.1.1.5 failure to prevent a Facilitation Offence within the meaning of sections 45 or 46 of the CFA 2017.

4.1.2 comply with the Contractor's policies in relation to the criminal facilitation of tax evasion as set out within the Criminal Finances Act 2017;

4.1.3 have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including employees of the Supplier, any authorised sub-contractors and any associated persons) and to ensure compliance with paragraph 4.1 of this section of the Code of Conduct.

4.2 A breach of this section of the Code of Conduct shall be deemed a material breach of any Appointment.

4.3 For the purposes of this Code of Conduct, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier, its supply chain and any Associated Persons as defined within the Criminal Finances Act 2017.

5. HMRC - OFF PAYROLL WORKING RULES CODE OF CONDUCT

5.1 The Supplier shall engage the Supplier's People on a bona fide basis and shall pay all salary, pay and fees to which the Supplier's People are entitled to by virtue of the services provided (including as applicable paid holiday, pension and the national living wage). The Supplier shall ensure that all applicable income tax National Insurance Contributions and State Social Security Contributions are deducted and paid and shall not engage any workers via an off-shore intermediary or in a manner that would otherwise contravene prevailing HMRC rules or guidance.

The Supplier shall indemnify and hold harmless the Contractor against any breach of this clause.

- 5.2 The Supplier shall not without the prior written consent of the Contractor engage the Supplier's People via a personal service company, intermediary or any similar arrangement that may give rise to Deemed Employment. Where written consent is provided the Supplier shall, and shall procure that the Supplier's People shall, promptly give to the Contractor all such information and documentation as it may reasonably require from time to time in order for the Contractor to determine whether the appointment is or will be Deemed Employment and, if the Contractor does so determine, the Supplier shall provide all necessary assistance to the Contractor and provide all required information to the Supplier's People so that the Contractor may deduct tax or national insurance contributions from the fees payable to the Supplier. The Supplier shall indemnify and hold harmless the Contractor against a breach of the requirements of this clause.

6 RIGHT TO WORK AND MODERN SLAVERY CODE OF CONDUCT

- 6.2 The Supplier shall only provide Supplier's People who have the right to work in the United Kingdom and shall at all times comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation as well as any regulations and codes of practice and shall carry out appropriate checks and maintain records.
- 6.3 All of the Supplier's People attending sites shall undertake 'Pre-Enrolment' via the Contractor's online induction system or such other induction procedure as directed by the Contractor before being admitted to sites. No work is to be undertaken by the Supplier's People until they are signed in and have had their induction and acknowledged method statements if applicable.
- 6.4 The Contractor shall be entitled to conduct announced or unannounced visits to the offices of the Supplier and/or any immigration checks at any site at any time with which the Supplier shall, and shall procure that the Supplier's People shall comply with. Evidence of appropriate checks shall be provided by the Supplier the Contractor on demand.
- 6.5 The Supplier undertakes that in performing its obligations under any Appointment it shall, and shall ensure that Supplier's People undertaking works, performing services or providing goods in connection with any Appointment shall comply with the legislation referred to in Section 54 of the Modern Slavery Act 2015 and any Policy published by the Contractor relating to Modern Slavery (as amended from time to time) which the Supplier is deemed to have received.
- 6.6 In particular the Supplier confirms that:
- 6.6.1 it has not and will not and shall procure that the Supplier's People will not engage in any activity which would amount to a breach of the legislation referred to in Section 54 of the Modern Slavery Act 2015 and/or the Contractor's Policy relating to Modern Slavery;
- 6.6.2 it will maintain in place throughout the term of any Appointment its own policies, including adequate procedures under the Modern Slavery Act 2015 to ensure compliance, and will shall enforce them where appropriate and shall ensure that any person associated with it who is undertaking

works, performing services or providing goods in connection with the Appointment does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier. The Supplier confirms it shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Contractor for any breach by such persons of any of such terms;

- 6.6.3 if its business has a turnover in excess of thirty six million pounds sterling (£36,000,000) (as such threshold may be amended pursuant to the Modern Slavery Act 2015) it has published a slavery and human trafficking statement in accordance with Section 54 of the Modern Slavery Act 2015;
 - 6.6.4 it shall promptly report to the Contractor any actual or potential breaches of these obligations and/or any suspected slavery or human trafficking in a supply chain which has a connection with the services, works or materials being provided to the Supplier under any Appointment;
 - 6.6.5 it grants the Contractor a right to audit and request evidence of compliance with these obligations as the Contractor may reasonably request from time to time and shall take all reasonable and necessary steps to comply in a timely manner with such requests.
- 6.7 The Supplier further undertakes that it shall not do or procure the doing of any acts mentioned in the above while any Appointment remains in place or is enforceable between the Supplier and the Contractor.
- 6.8 The Supplier further acknowledges that any breach of this section of the Code of Conduct relating to modern slavery shall entitle the Contractor to terminate any Appointment on written notice.

7 WHISTLEBLOWING CODE OF CONDUCT

- 7.2 The Supplier undertakes that in performing its obligations under the Appointment it shall, and shall procure that the Supplier's People shall comply with all applicable laws, regulations and sanctions relating to whistleblowing and any Policy published by the Contractor from time to time relating to whistleblowing which the Supplier is deemed to have received.
- 7.3 In particular the Supplier confirms that:
- 7.3.1 it has and will maintain in place throughout the term of any Appointment adequate policies and procedures for employees, workers and officers to raise workplace concerns relating to the issues covered by this Code of Conduct, including adequate protections and a mechanism for safely making qualifying or protected disclosures in the public interest as defined by s.43A and 43B of the Employment Rights Act 1996, and shall ensure compliance with such legislation and any Policy published by the Contractor from time to time relating to whistleblowing, and shall enforce them where appropriate; and
 - 7.3.2 it grants the Contractor a right to audit and request evidence of compliance with these obligations as the Contractor may reasonably request from time to time and shall take all reasonable and necessary steps to comply in a timely manner with such request.

- 7.4 The Supplier further acknowledges that any breach of this section of the Code of Conduct relating to whistleblowing shall entitle the Contractor to terminate any Appointment on written notice.

8 DATA PROTECTION CODE OF CONDUCT

- 8.2 The Supplier undertakes that in performing its obligations under any Appointment it shall, and shall procure that the Supplier's People shall comply with the Data Protection Legislation and any Policy published by the Contractor relating to data protection (as amended from time to time) which the Supplier is deemed to have received.
- 8.3 The Supplier shall hold and maintain all necessary registrations with the Information Commissioner's Officer (or any replacement authority) appropriate to its processing activities, and will provide the Contractor with evidence of registration on request.
- 8.4 To the extent that the Supplier is required to provide to the Contractor Personal Data including Special Categories of Personal Data relating to any of its Supplier's People in connection with or as required by the Appointment, the Supplier will ensure that it does so lawfully and in accordance with the Data Protection Legislation and shall give such notifications and procure such consents as required by law including notifying affected individuals of the Privacy Policy.
- 8.5 The Supplier acknowledges that it may be necessary for the Contractor or any entity associated with the Contractor or any employer, client, funder, joint venture partner, external agent, framework partner, and/or professional adviser to process personal data and information or any Special Category relating to the Supplier's People relating to any Appointment and for compliance with applicable procedures, laws and regulations as appropriate. On the same basis such information may be transferred to other offices of the Contractor or to other third parties for administration and other purposes in connection with any Appointment and where it is necessary or desirable to do so.
- 8.6 Where it is necessary for the Supplier to provide Personal Data to the Supplier as part of the services, works or activities required by the Appointment the Supplier shall act as Data Processor unless otherwise stated in the Appointment. The Supplier shall:
- 8.6.1 process Personal Data only on the documented instructions of the Contractor and only for the purpose stated in this Code or in the Appointment;
 - 8.6.2 not cause or permit Personal Data to be transferred outside the United Kingdom without the prior written consent of the Contractor;
 - 8.6.3 be entitled to disclose Personal Data to the Supplier's People as reasonably necessary in order to perform its obligations under any Appointment but only to the extent that it ensures the reliability of such persons; procures from them an obligation of confidentiality; ensures that they have undertaken training in Data Protection Legislation and the handling of Personal Data (and shall procure that the Supplier's People will attend additional training provided by the Contractor as may be reasonably requested); and ensure that they have understanding of their obligations in relation to Personal Data;

- 8.6.4 put in place appropriate technical and organisational measures to protect personal data and/or any Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected and in accordance with the Contractor's data security policies (as amended from time-to-time);
- 8.6.5 shall not sub-contract the processing of Personal Data in the performance of works, services or obligations under the Appointment to a third party without the Supplier's written consent, and where such consent is given the Supplier shall include in any subcontract or appointment which involves the processing of Personal Data the same requirements for data processing to those required by this Code and the Appointment;
- 8.6.6 notify the Contractor within two (2) working days of receipt by it of any request to exercise a data subject's rights or a complaint or request relating to the Contractor's obligations under the Data Protection Legislation and shall take no further steps in relation to the same until such time that it receives an instruction in writing to do so from the Contractor and will assist the Contractor in responding to any request from a data subject
- 8.6.7 ensure compliance with the Contractor's obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators and shall provide the Contractor with a copy of the its data protection and data security policies conforming to the Data Protection Legislation;
- 8.6.8 keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data it carries out for the Contractor, including but not limited to, the access, control and security of the personal data, any sub processors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures;
- 8.6.9 ensure that when the shared Personal Data is no longer required or on termination or expiry of the applicable Appointment or when requested by the Contractor (whichever is sooner) the Supplier shall comply with any relevant instructions set out in the Appointment. If the Appointment is silent the Supplier shall securely return to the Contractor or on instructions of the Contractor securely destroy the Personal Data (including all copies) in its possession in line with the Data Protection Legislation; and
- 8.6.10 shall grant the Contractor a right to audit and request such other evidence of compliance with these obligations and/or allows and facilitates the audit of the procedures (which shall include the right to enter premises and/or view any systems) as the Contractor may reasonably request from time to time and shall take all reasonable and necessary steps to comply in a timely manner with such requests;

- 8.7 If the Appointment specifies that the Supplier is to be a joint Data Controller or a Data Controller in common with the Contractor the Supplier will notify the Contractor without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to such personal data providing full details of the said breach (including the categories and number of shared personal data records and the data subjects concerned); the likely consequences of such breach; and the measures taken or proposed to address such breach and mitigate any possible adverse effects.
- 8.8 Where the Appointment primarily involves data processing incidental to the construction, refurbishment or maintenance of occupied properties it is agreed that the Supplier shall act as Data Processor and the Data Controller shall be the Contractor, unless otherwise stated in the Appointment. The particulars relevant to the Suppliers role as Data Processor shall in these circumstances be:

Categories of Data Subjects	<ul style="list-style-type: none"> the Contractor's employee's, workers, sub-contractors, consultants or others persons engaged by the Contractor; tenants, residents, owners, inhabitants, patients, students and/or occupiers of buildings, properties and developments;
Subject Matter	<ul style="list-style-type: none"> instructions, works orders, property lists contract documents and schedules whether provided verbally, in writing or via an electronic portal or scheduling system;
Nature and purposes of processing:	<ul style="list-style-type: none"> to survey, inspect and itemise relevant works or activities; to obtain access to sites, buildings and properties; to undertake and complete the relevant works or activities; to undertake repair and remedy defects relating to the works; to support any additional needs of the occupier; to support the safety and safeguarding of personnel;
Type of Personal Data:	<ul style="list-style-type: none"> Customer Data (including any pastoral of special needs notifications) Occupiers Data (including any pastoral of special needs notifications)

- 8.9 Where the Appointment primarily involves providing services to the Contractor in connection with employees and workers or prospective employees or workers it is agreed that the Supplier shall act as Data Processor and the Data Controller shall be the Contractor, unless otherwise stated in the Appointment. The particulars relevant to the Suppliers role as Data Processor shall in these circumstances be:

Categories of Data Subjects	<ul style="list-style-type: none"> the Contractor's employee's, workers, sub-contractors, consultants or others persons engaged by the Contractor;
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Subject Matter	<ul style="list-style-type: none"> as set out in the Appointment;
Nature and purposes of processing:	<ul style="list-style-type: none"> as set out in the Appointment;
Type of Personal Data:	<ul style="list-style-type: none"> Human Resources data.

8.10 Where the Appointment relates to processing activity not identified in this Code the particulars relevant to the Suppliers role as Data Processor shall be set out in the Appointment.

8.11 The terms of any Appointment relating to data processing activity and the requirements of this Code of Conduct shall be read in conjunction with each other, but in the event of a conflict the requirements of the Appointment shall take priority.

8.12 The Supplier will indemnify the Contractor and hold the Contractor harmless against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Contractor as a result of:

8.12.1 any breach of this Code; and/or

8.12.2 any act or omission by a sub-processor, sub-contractor, sub-consultant and/or supplier which would have amounted to a breach of any Appointment; and/or

8.12.3 the provisions of this paragraph shall survive termination of any Appointment and/or termination and/or suspension of the engagement with the Supplier and/or the services, works or supply of materials and/or any part or parts thereof.

8.13 The Supplier further acknowledges that any breach of this section of the Code of Conduct relating to data protection shall entitle the Contractor to terminate any Appointment on written notice.

9 IT CODE OF CONDUCT

9.2 The Supplier undertakes that in performing its obligations under any Appointment it shall, and shall procure that the Supplier's People shall comply with all applicable laws, regulations and sanctions relating to Information Technology including but not limited to the Computer Misuse Act 1990, the Data Protection Legislation, any other applicable statutes, customer requirements or regulations and any IT Policy published by the Contractor from time to time which the Supplier is deemed to have received.

9.3 The Supplier will safeguard data and information systems belonging to the Contractor or any client for all stakeholders affected by its processes and works, to provide, so far as is reasonably practical, visibility and mitigation of associated organisational and operational risks.

9.4 The Supplier will protect the information assets belonging to the Contractor and its interested parties from unauthorised or accidental disclosure, modification, denial of access, misuse, loss or destruction through the use of appropriate controls.

- 9.5 As appropriate the Supplier will sign an information exchange agreement with the Contractor.
- 9.6 As appropriate the Supplier will sign a Security Aspects letter with the Contractor.
- 9.7 The Supplier will only permit the use and sharing of information by legitimate users only in accordance with best practice, and in compliance with applicable statutes and regulations.
- 9.8 The Supplier will prevent the introduction of malicious software (malware) on all information systems operated by the Contractor and any interested parties.
- 9.9 The Supplier will have in place security incident management policies and/or procedures, ensuring any security breach is notified to the Contractor if there is an impact on the Contractor or any client.

10 DIGNITY AT WORK CODE OF CONDUCT

- 10.2 The Supplier undertakes that in performing its obligations under any Appointment it shall, and shall procure that the Supplier's People ensure that everyone is treated fairly and with dignity and respect. The Supplier will comply with all applicable laws relating to dignity at work including the Equality Act (2010), any other applicable statutes, customer requirements or regulations and any Policy published by the Contractor from time to time which the Supplier is deemed to have received.
- 10.3 In particular the Supplier confirms that:
 - 10.3.1 it will promote equality, diversity fairness, inclusion and respect throughout its business;
 - 10.3.2 it is committed to providing all its people with equal opportunities based on merit and potential and not to discriminate or treat anyone less favourably based on a protected characteristic;
 - 10.3.3 provide a harmonious working environment where no form of intimidation or harassment will be tolerated. The following are types of behaviour that are considered unacceptable:
 - 10.3.3.1 bullying and victimisation;
 - 10.3.3.2 unwanted physical conduct;
 - 10.3.3.3 unwanted verbal conduct;
 - 10.3.3.4 unwanted non-verbal conduct.

11 SAFEGUARDING CODE OF CONDUCT

- 11.2 The Supplier undertakes that in performing its obligations under any Appointment it shall, and shall procure that the Supplier's People ensure that anyone who is engaged with young people or vulnerable adults understand their safeguarding duties. The Supplier will comply with all applicable laws in relation to safeguarding, any applicable statutes, customer requirements or regulations and any safeguarding Policy published by the Contractor from time to time which the

Supplier is deemed to have received. For the purposes of this code of conduct safeguarding means:

- 11.2.1 protection from abuse and neglect;
- 11.2.2 promotion of health and development; and
- 11.2.3 ensuring safety and care.

11.3 The Supplier understands that as part of the Contractor's contractual obligations it there are a range of activities where this is applicable:

- 11.3.1 tenants, residents, owners, inhabitants, patients student and/or occupiers of sites, properties or buildings;
- 11.3.2 work experience;
- 11.3.3 work placements;
- 11.3.4 site visits;
- 11.3.5 apprenticeships;
- 11.3.6 bring your child to work days.

12 CODE OF ETHICS

12.2 The Supplier shall apply the following good business principles when working with the Contractor. These include but are not limited to the following commitments:

- 12.2.1 to safeguard the health, safety and welfare of all of those involved in, or affected by, any activities is of paramount importance, to promote an 'All Safe' culture where health and safety is everyone's responsibility. Mental health is also an important part of the health and safety agenda;
- 12.2.2 to recognise that activities have the potential to affect both the natural and built environments, now and in the future. To discharge activities and duties in a responsible manner, in line with internal policies, and by complying with all relevant environmental legislation;
- 12.2.3 to continually seek to minimise the impact of operations by reducing carbon emissions intensity and construction waste intensity, and by maximising diversion of waste from landfill;
- 12.2.4 to strive to avoid creating nuisance from operations. The Supplier will be courteous and sensitive in how they behave, interact and work in neighbourhoods, clearly aligning our commitment to sustainable development and investment in the communities in which they work;
- 12.2.5 to procure goods, works and services in accordance with our Sustainable Procurement Policy. This requires you to ensure that the materials and services used on behalf of clients are responsibly, sustainably and ethically sourced, as well as providing the best value;

- 12.2.6 to commit to ensuring that fair contract prices and terms are applied and respected. A flexible and transparent early payment scheme to be made available;
- 12.2.7 to recognise moral and ethical responsibility to do all that we can to ensure the industry is slavery free;
- 12.2.8 to align strategies and operational activities with the United Nations Global Compact principles in the areas of human rights, labour, environment and anti-corruption;
- 12.2.9 to oppose all forms of 'blacklisting'. To not use a 'Prohibited List', or any other compilation of vetting information, whether in relation to the engagement of the direct workforce, or labour through supply chain partners;
- 12.2.10 to act professionally, fairly and with integrity in all dealings and relationships. The Supplier undertakes that in performing its obligations under any Appointment it shall ensure that its directors, officers and employees, will not offer, promise to pay to anyone, or request, agree to accept, or receive bribes – or otherwise breach applicable laws on bribery and corruption;
- 12.2.11 to comply with UK and EU competition law, and commit to preserving free, fair and efficient competition;
- 12.2.12 to commit to building open relationships with tax authorities and to following a policy of full disclosure in order to effect the timely settlement of tax affairs and to remove uncertainty in any business transactions;
- 12.2.13 the Supplier understands that the Contractor values honesty and integrity and demonstrates our openness and transparency through annual public reporting of externally audited and verified financial performance, social impact and sustainability achievements;
- 12.2.14 to invite feedback from stakeholders to help improve business activities;
- 12.2.15 to promote equal opportunities, and understand that a diverse workforce brings fresh ideas, experiences and perspectives to the industry and builds complementary teams. To treat each other with fairness, dignity and respect in line with the protected characteristics under the Equality Act 2010. To not tolerate or condone any form of discrimination;
- 12.2.16 to be objective, and justify any decisions made. To avoid any situation which could lead to a conflict of interest, for example, managing or conducting business with an individual where a personal relationship or dispute exists and where such a circumstance may or does develop, it will be disclosed in full;
- 12.2.17 to commit to the highest standards of quality, probity, openness and accountability, to encourage concerns about suspected wrong-doing to be raised without fear of reprisal and be confident that these will be thoroughly investigated and dealt with;

- 12.2.18 to understand the need to treat personal information about individuals in accordance with their rights and in line with regulations including the Data Protection Legislation. Any and all information will be held and stored securely. It will be retained for a specified period of time and only used for the purpose it was originally collected for;
- 12.2.19 to believe in 'speaking up' and actively lobbying where it believes a change in policy is in the best interests of our society; and
- 12.2.20 to appreciate the interdependency between the success of the works and the well-being of the communities in which the Contractor operates. To be committed to making a positive social contribution within those communities and acknowledge a responsibility to engage with the communities in which we work.