



SUPPLIER CODE OF CONDUCT

1. INTRODUCTION

1.1

At Alcumus, we are committed to operating our business in a lawful, ethical and responsible way consistent with this Supplier Code of Conduct (“Code”). We continually strive to ensure we deliver high performance for our clients.

1.2

We require our suppliers, representatives, contractors, associates and business partners to adhere to the principles in this Code and require the same standards from their own sub-contractors, suppliers and business partners.

2.LAWS AND REGULATIONS

2.1

Suppliers shall comply with all applicable local and national laws, rules, regulations and requirements in the provision of products and services manufactured and provided to Alcumus.

2.2

Suppliers shall comply with the Data Protection Act 2018, the Data Protection Directive (95/46/EC), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), General Data Protection Regulation 2016/679 as it applies in the UK (commonly known as the “UK GDPR”), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to the supplier in any relevant jurisdiction.

3. MODERN SLAVERY

3.1

Suppliers shall not tolerate, in their own organisation or in their supply chain, workers being subject to forced, prison, bonded, slave, trafficked or compulsory labour in any form, including forced overtime. All work must be carried out voluntarily.

3.2

Workers shall not be physically or mentally coerced to provide labour.

3.3

Workers shall have the right to terminate their employment freely, following a reasonable period of notice in accordance with applicable laws and collective agreements, and without the imposition of any improper penalties.

3.4

Fees or costs associated with the recruitment of workers (including but not limited to fees relating to work visas, travel costs, and document processing costs) shall not be charged, whether directly or indirectly. Workers shall not be required to make payments which have the intent or effect of creating workplace slavery, or be required to repay debt through work.

3.5

Workers shall have their terms of employment or engagement set out in a written document which clearly articulates their rights and obligations. The document shall include easily understandable details of wages, overtime pay, payment periods, working hours and rights in respect of rest breaks and holiday. It should be provided to the worker prior to them commencing their employment, and should comply with good industry practice and all applicable laws.

3.6

Workers, their families and those closely associated with them shall not be subject to harsh or inhumane treatment, including but not limited to physical punishment, physical, psychological or sexual violence or coercion, verbal abuse, harassment or intimidation.

3.7

Migrant workers shall not be subject to any discrimination due to their race or nationality.

3.8

There shall be no use of child labour and no individual under the minimum age shall be employed. Subject to the overriding prohibition on child labour, where workers under the age of 18 are employed, particular care shall be taken as to their working conditions and the duties they carry out to ensure that they come to no harm as a result of their working conditions and/or work.

3.9

Workers shall be free to file grievances to their employers regarding their employer's treatment of them, and shall not suffer victimisation or detriment as a result.

3.10

Workers shall be free to move without unreasonable restrictions and shall not be physically confined to their place of work or other employer-controlled locations (such as accommodation areas), nor shall they be confined by any other means (whether direct or indirect).

3.11

When sourcing and engaging third party agents to recruit for a vacancy, only reputable agencies shall be used. Such agencies shall have the necessary licences and registrations under local laws, and shall be required to comply with the provisions of this Code.

4. DISCRIMINATION AND TREATMENT OF WORKERS

4.1

Suppliers shall treat all workers fairly and must not discriminate against any worker based on age, gender, sexual orientation, race, ethnicity, colour, disability, religion, political affiliation, union membership, national origin, marital or pregnancy status during any recruitment or employment activities.

4.2

Suppliers shall provide a harassment-free working environment. Any forms or threats of harassment (be it physical, mental, sexual or verbal) must be prohibited and not tolerated.

4.3

Wages and benefits shall meet legal minimums and be paid without unauthorised deductions.

4.4

Suppliers shall ensure working hours comply with national laws and should not expect workers to work beyond the hours set out in relevant working time legislation unless an opt out has been chosen by the employee.

4.5

Suppliers shall provide safe working conditions for all workers abiding by local laws and regulations and comply in all respects with the Health and Safety at Work Act 1974.

4.6

Suppliers shall ensure health and safety are effectively managed, so that all associated risks, issues, incidents and non-compliance are identified, addressed and eliminated where possible, in order to provide adequate facilities to ensure the health and well-being of their workforce.

4.7

Suppliers shall not hinder the right of workers to legally organise and join associations such as labour unions.

5. BRIBERY AND CORRUPTION

5.1

No bribery or corruption shall be tolerated. The offering, paying, soliciting or accepting of bribes, including facilitation payments, is strictly prohibited. We expect all suppliers to implement anti-corruption and bribery procedures which aim to prevent employees or persons associated with their business from committing offences of bribery or corruption. Such procedures shall be regularly reviewed to ensure they are appropriate and effective.

5.2

A bribe may involve giving or offering any form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit. Bribery can also take place where the offer or giving of a bribe is made by or through a third party, such as an agent, representative or intermediary.

5.3

The following list is not exhaustive, but some examples of bribes are as follows:

- lavish gifts, hospitality, entertainment or travel expenses, in particular where they are frequent, disproportionate or provided during ongoing business negotiations;
- cash payments;
- the provision of a benefit, for example healthcare, to a member of the family of a potential customer, public or government official;
- providing a subcontract to someone who is connected to the person involved in awarding the main contract;
- the provision of loans or other credit; and/or
- engaging a local company owned by a member of the family of a potential customer, public or government official.

5.4

Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (for example, the provision of a visa). These types of payment are strictly prohibited.

5.5

Suppliers and their employees shall comply with all applicable anti-bribery and corruption laws, including, as a minimum, the requirements set out in the UK Bribery Act 2010.

6. ECONOMIC CONSIDERATIONS

6.1

Suppliers and their employees shall comply with all applicable laws relating to tax evasion, and should not engage in any activity, practice or conduct which would constitute an offence under Part 3 of the Criminal Finances Act 2017 in respect of tax evasion (whether in the UK or abroad).

6.2

Further, we expect our suppliers to have in place adequate policies and procedures in respect of prevention of tax evasion, and to enforce them where appropriate.

6.3

Suppliers must ensure that policies are in place to stop fraud and money laundering.

7. SUSTAINABILITY CONSIDERATIONS

7.1

We conduct our business in a sustainable and proportionate way, to minimise any negative impacts through supporting and encouraging sustainable operating practices. Suppliers shall continually strive towards improving the efficiency and sustainability of their operations, from an environmental, social and economic perspective.

7.2

Suppliers shall:

- be aware of and be able to demonstrate compliance with environmental legislation that may affect their activities;
- conduct periodic environmental reviews and consider all aspects of their products and services, consistent with a life cycle perspective; and
- seek to put in place policies and procedures that ensure a sustainable supply chain.

7.3

Suppliers shall comply with all applicable quality, health, safety and environmental regulations, including the procurement, storage and handling of dangerous and hazardous materials. All required permits, licenses and registrations shall be obtained, maintained and kept up-to-date.

7.4

Suppliers shall ensure that they fulfil their operational and reporting requirements, including supplying data for any monitoring or measuring criteria agreed at the beginning of the contract. Any staff supplied to carry out work must be competent, and where necessary, have the appropriate certification.

7.5

Suppliers should be able to demonstrate the practical steps they have taken to assess and improve their understanding of being a sustainable business. This should include examples of the positive impacts they are having on environmental, social and economic aspects, and their plans to take up (free) membership of the [Supply Chain Sustainability School](#).

8. CODE OF CONDUCT – REPORTING CONCERNS

8.1

Any person concerned about a breach of this Code may report their concerns to us by contacting the Group Systems Manager on 029 2085 2852. We commit to investigate allegations in a thorough manner and to take necessary remedial action.

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