

# **Adra**

## **Supplier Code of Conduct**



## **Introduction**

Adra provides homes and services to customers across north and mid Wales. As a social business at heart we are fully aware of the responsibility we bear toward our customers, employees and the communities in which we work. Our Core Values (**Open & Fair, Ambitious and Trusted**) are integral to the way we do business, and we are fully committed to the highest standards of social and environmental responsibility and ethical conduct.

We also have a responsibility to ensure that our supply chain operates responsibly and ethically. Our Supplier Code of Conduct (the **Code**), which sets out the minimum standards of behaviour and practice expected of our Suppliers and their sub-contractors, is founded upon 4 pillars which support our commitment to social responsibility, health, safety, quality and environmental excellence, and ethical sourcing.

This Code applies equally to all Adra's Suppliers, their staff and sub-contractors. Suppliers must comply with all relevant laws and regulations, as well as the requirements and principles of this Code. Suppliers must comply with the standards of this Code even where they exceed the requirements of applicable law. We appreciate that some organisations may already have their own Codes in place. Where existing arrangements are already in place and differences arise between Adra's Code and the Supplier's Code, the stricter standard shall apply.

The requirements of this Code are in addition to, not in lieu of, the provisions of any legal agreement or contract between Adra and a Supplier. This code, or the demonstration of its compliance, does not create any third-party beneficiary rights or benefits for Suppliers, sub-contractors, their respective employees or any other third party.

### **Note on terminology:**

**Shall / shall not** indicates a requirement;

**Should / should not** indicates a recommendation;

**Supplier** indicates any firm or individual that provides goods, services or works, either directly or indirectly, to Adra.

## **Pillar 1: Human Rights**

### **Definition:**

*As an organisation Adra recognises the moral obligation we have to protect the rights of all people, both in the communities we serve and across the globe. Human rights are the basic rights to which all human beings are entitled. Adra is committed to operating in accordance with the applicable national and international laws, standards and codes of practice, and seeks to support human rights through our supply chain by encouraging positive behaviours and practices.*

### **Modern Slavery, Forced Labour and Human Trafficking:**

Adra does not tolerate slavery, servitude and forced or compulsory labour and human trafficking in any form in our supply chain.

The Supplier **shall not** engage in or benefit from any use of forced or compulsory labour (including, but not limited to, the use of any prison, slave, bonded, forced or indentured labour), and **shall not** engage in or support trafficking in human beings.

The Supplier **shall not**:

- require employees to deposit original identification documents, travel documents or any other personal legal documents upon commencing employment with Supplier;
- force employees to work overtime;
- delay or withhold the payment of employees' salaries for more than one month on a regular basis;

- confine or subject employees to restrictions on freedom of movement.

### **Ethical Employment:**

The Supplier's employees **shall** be provided with wages and benefits that, as a minimum, comply with national laws or industry standards whichever is higher.

The Supplier **shall** pay employees on time, in accordance with legal requirements; in all circumstances, wages **shall** be paid on at least a monthly basis.

The Supplier **should** pay wages directly to the employees concerned, subject only to any restriction or deduction permitted by laws, regulations or collective agreements.

The Supplier **should** provide all employees (permanent, temporary, seasonal, domestic and migrant) with a written contract in the appropriate language that includes a description of job duties, benefits, disciplinary procedures, and notice periods.

The Supplier **shall** provide all legally mandated benefits, such as public holidays, paid annual leave, sick days and maternity / paternity / family leave.

The Supplier **shall** ensure that false self-employment is not undertaken and that umbrella schemes, fixed term contracts, zero hours contracts and apprenticeship schemes are not used unfairly or as a means to:

- Avoid, or facilitate the avoidance of, the payment of tax and National Insurance contributions and the relevant minimum wage;

- Unduly disadvantage employees in terms of pay and employment rights, job security and career opportunities;
- Avoid Health & Safety responsibilities.

#### **Discrimination:**

The Supplier **shall** comply with all Equal Opportunity laws and regulations.

The Supplier **should** have clear written procedures for the recruitment and selection of all workers based on equal and fair treatment for all applicants.

The Supplier **shall not** discriminate against any person or group of persons on the basis of race, colour, age, sex, gender or gender identity, caste, political opinion, national origin, religion, marital status, sexual orientation, disability or genetic information, maternity, membership, affiliation or other status of the individual unrelated to the ability to perform the job.

The Supplier **shall** make reasonable adjustments to ensure that disabled people are able to access and progress in employment.

The Supplier **shall** provide equal pay for work of equal value.

The Supplier **should** wherever possible, allow observance of national or religious traditions and customs.

The Supplier **should** respect the family responsibilities of employees by providing reasonable working hours and parental leave

#### **Working Hours:**

The Supplier **shall** ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working

hours, and overtime hours, including for breaks, rest periods, holidays, and maternity and paternity leaves.

#### **Child Labour:**

The Supplier **shall** comply with the laws and regulations related to minimum working age.

The Supplier **shall not** use child labour under any circumstances.

Where a Supplier employs young workers, it **shall** take reasonable action to ensure that these employees are not exposed to undue physical risks that can harm physical, mental or emotional development.

#### **Safeguarding**

The Supplier **shall** comply with Adra's internal policies and all relevant legislation in relation to safeguarding children, young people and vulnerable adults.

The Supplier **should** have in place appropriate safeguarding policies, procedures (including staff and sub-contractor recruitment, selection and vetting procedures) and systems.

#### **Freedom of Association & Collective Bargaining:**

The Supplier **shall** respect the right of employees to form and join trade unions and bargain collectively in a lawful and peaceful manner, subject to and in accordance with applicable law.

The Supplier **shall not** discriminate against employees because of affiliation or non-affiliation and **shall not** disadvantage employees who act as workers' representatives.

## **Pillar 2: Business Integrity**

### **Definition:**

*Adra operates our business with the highest ethical standards of probity and integrity. We recognise that high standards of ethical behaviour and compliance with laws and regulations are essential to protecting the reputation and long-term success of our business. We further recognise the risks to which we are susceptible through our supply chain, and therefore we expect our Suppliers to behave ethically, act with integrity, and comply with legal and industry requirements.*

### **Conflict of Interest:**

The Supplier **shall** disclose to Adra any situation that may appear to be a conflict of interest.

### **Bribery, Fraud, Deception:**

The Supplier **shall not** offer to or accept from their business partners (including Adra) bribes or other unlawful incentives as a means of obtaining undue or improper advantage.

The Supplier **should** have documented policies, processes and / or procedures in place prohibiting fraud, money laundering, bribery, kickbacks, corruption and similar prohibited business practices.

The Supplier **should not** offer any Adra employee gifts or any other kind of personal benefit resulting from the relationships with the Supplier.

### **Whistleblowing:**

The Supplier **should** have systems in place enabling anonymous grievances, reporting and management.

### **Fair Competition & Anti-corruption:**

The Supplier **shall** conduct its activities in a manner consistent with competition laws and regulations and co-operate with the appropriate authorities.

The Supplier **shall not** engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of competition laws and regulations.

### **Prompt Payment of Undisputed Invoices:**

The Supplier **shall** ensure that their suppliers and sub-contractors are paid on time, and within a maximum of 30 days of receipt of a valid, undisputed invoice.

The Supplier **shall not** unreasonably withhold payment from, and **shall not** impose unreasonable retention clauses on, their suppliers and sub-contractors. Wherever possible, the Supplier **should** ring-fence retention money by putting it in a trust account or a separate bank account.

### **Data Protection & Privacy:**

The Supplier **shall** limit the collection of personal data to information that is either essential for the provision of products and services or provided with the informed and voluntary consent of the consumer

The Supplier **shall** protect personal data by adequate security safeguards.

The Supplier **shall not** disclose, make available or otherwise use personal data for purposes other than those specified, including marketing, except with the informed and voluntary consent of the consumer or when required by the law.

The Supplier **shall** collect, manage and destroy data in accordance with the Data

### **Pillar 3: Health & Safety**

#### **Definition:**

*Adra is committed to carrying out its business activities in accordance with legal obligations as set out in the Health & Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all other associated legislation. We have a robust approach to health and safety through our OHSAS 18001:2007 accredited management system, and we similarly expect our Suppliers to provide a safe and healthy working environment, comply with legal and industry requirements and seek to implement best practice in their industries.*

#### **Health & Safety:**

The Supplier **shall** so far as is reasonably practicable comply with all Health & Safety legislation and ensure that appropriate levels of employee and public liability insurance is in place.

The Supplier **shall** so far as is reasonably practicable ensure any place of work under their control is maintained in a safe condition and without risks to health and provide and maintain means of access to and egress from it that are safe and without risk.

The Supplier **shall** ensure arrangements are in place to identify hazards associated with their work activities and implement control measures to minimise risks to their employees, contractors, visitors and those in the community who may be affected by their activities.

The Supplier **shall** provide equal health and safety protection for full-time, part-time and temporary employees, as well as subcontracted workers.

The Supplier **should** have a documented Health & Safety Policy.

#### **Quality Standards:**

The Supplier **shall** meet generally recognised or contractually agreed quality and safety requirements to provide goods and services that consistently meet Adra's needs, perform as warranted and are safe for their intended use.

#### **Emergency Preparedness, Business Continuity & Disaster Recovery:**

The Supplier **shall** be prepared for emergency situations. This includes employee notification and evacuation procedures, emergency training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, and adequate exit facilities.

The Supplier **should** have documented Disaster Recovery and Business Continuity policies, processes and / or procedures in place.

#### **PPE:**

The Supplier **shall** provide, free of charge, any safety equipment needed, including personal protection equipment, for the prevention of occupational injuries, diseases and accidents, as well as for dealing with emergencies, when the

implementation of control measures other than PPE is not reasonably practical.

### **Pollution Prevention**

The supplier **shall** ensure that whenever their work activities include the storage, handling, use or production of potential environmental pollutants, that arrangements are in place to prevent the pollutants entering pathways such as the surface water drains or storm drains, watercourses or groundwater that lead to environmental contamination.

Arrangements **should** include emergency arrangements to minimise environmental damage in the event of spillages or leaks.

### **Training:**

The Supplier **shall** ensure the provision of such information, instruction, training and supervision as is necessary to ensure, so far as is reasonably practicable, the health and safety at work of his employees and others carrying out work on their behalf.

### **Work Equipment**

The Supplier **shall** ensure that all machinery, plant and other equipment used in production and operations are maintained in a safe condition, inspected in accordance with legislative requirements, and only operated by competent persons.

## **Pillar 4: Environmental Impact Management**

### **Definition:**

*Adra is committed to ensuring that any activities carried out at any of our sites, either by ourselves or by those working on our behalf, do not have a negative impact on the environment. We do this through our ISO14001:2015 accredited environmental management system, and all identified applicable environmental legislation. Adra expects Suppliers to support sound environmental management principles and continuously strive to improve their environmental performance.*

### **Environment:**

The Supplier **shall** be aware of the environmental aspects and impacts linked to their work activities and comply with all legislation and regulations related to the protection of the environment.

The Supplier **should** have a documented environmental / sustainability policy appropriate to the size and nature of their operations.

### **Sustainability & Resource Efficiency:**

The Supplier **shall** optimise its consumption of natural resources, including raw materials, energy and water.

The Supplier **should** periodically assess and evaluate environmental impacts from production and operations and develop practical plans to reduce environmental impacts.

### **Waste:**

The supplier **shall** ensure they take all necessary measures as are reasonable in the circumstances, to apply the waste hierarchy to prevent waste, and to apply the hierarchy as a priority order when transferring waste to another person.

The supplier **shall** ensure they have processes in place to ensure the safe handling, movement, and storage, of waste.

The supplier **shall** ensure they have processes in place to ensure the handling, transfer and disposal of waste is only carried out by persons with the required licensing and permitting and that a documented cradle to grave trail is available for all waste generated.

### **Community Responsibility:**

The Supplier **should** support sustainable communities by providing employment and economic activity through fair and ethical operating practices and recognise the importance of developing a skilled and competent workforce.

### **Nuisance**

The Supplier **shall** ensure control measures are in place for its work activities, that minimise the effect of environmental nuisances such as noise, vibration, dust, smoke or artificial light that could impact on local flora, fauna and communities.



### **Supplier's Acknowledgement**

I / We, the undersigned, hereby confirm that:

- I / We have received and have taken due note of Adra's Supplier Code of Conduct;
- I / We will comply fully with Adra's Supplier Code of Conduct requirements, and will inform Adra of any non-compliance;
- I / We are aware of all relevant laws and regulations affecting the workplace;
- I / We will inform all my / our employees and subcontractors of the content of Adra's Supplier Code of Conduct and will ensure that they also comply with the provisions incorporated therein;
- I / We will provide Adra with responses to their reasonable requests for information about compliance with the Code of Conduct.

**For and on behalf of:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NB: THIS DOCUMENT MUST BE SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE SUPPLIER AND RETURNED VIA EMAIL TO ADRA PROCUREMENT TEAM – [caffael@adra.co.uk](mailto:caffael@adra.co.uk)**