Adra

Supplier Code of Conduct

Introduction

Adra provides homes and services to customers across South 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 ă / 2 Ř Ŝ dzLJ ƴ Ř ƛ Ŝ Ő ŃKŜ ă / 2 Ř Ŝ Σ ű K Ŝ ă ű NJ ƛ Ŏ ű Ŝ NJ

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 Ŝ Y LJ f ƨ è Ŝ Ŝ ă Ω ă l· f l· NJ ƛ Ŝ ă month on a regular basis;
- confine or subject employees to restrictions on freedom of movement.

Ethical Employment

¢ K Ŝ { dzLJLJ f ƛ Ŝ NJ Ω shall be Ŝ Y LJ f ƨ è Ŝ 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 Ŝ NJ Ŝ and ű ƨ ƛ y 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 safeguard children, young people and vulnerable adults. In the absence of their own Safeguarding Policy, the Supplier ă Ƙ l· f f Ŏ ƨ Ƴ LJ f è ø ƛ ű l Safeguarding Policy and Procedures.

The Supplier shall maintain appropriate professional boundaries at all times, and shall ensure that their employees and subcontractors behave in a manner that protects customers from harm, exploitation or abuse.

The Supplier shall adopt and implement safeguarding policies/procedures (including staff and sub-contractor recruitment, selection and vetting procedures) and systems that are no less ă ű NJ ƛ ƴ Ǝ Ŝ ƴ ű ű Ƙ l· ƴ ! Ř NJ l· Ω ă Φ

The Supplier shall ensure that all relevant employees (including sub-contractors) receive role-appropriate safeguarding training and supervision, proportionate to the risks in their work.

The Supplier shall operate confidential reporting arrangements and prohibit retaliation against anyone who raises a safeguarding or conduct concern in good faith.

Disclosure & Barring Service (DBS)

The Supplier shall ensure that all of its employees engaged in the provision of the Services have undergone the appropriate level of Disclosure and Barring Service (DBS) check (Basic, Standard or Enhanced, with or without Barred Lists as applicable) within the last three (3) years and prior to commencing any work for Adra.

The Supplier shall determine when Standard or Enhanced DBS checks are required by law, regulation, contract or risk assessment, shall ensure that such checks remain current, and shall apply renewal or re-check intervals proportionate to the level of risk. The Supplier shall verify identity in a robust manner as part of the DBS process.

The Supplier shall ensure that its employees:

- shall not be barred from working with children or vulnerable adults where such work is undertaken or may reasonably be anticipated;
- shall not have any unspent convictions, cautions, reprimands, warnings, or known involvement in investigations which, in the reasonable opinion of Adra, may pose a risk to the safety or ø Ŝ f f ō Ŝ ƛ y Ǝ ƨ Ŧ ! Ř NJ l· Ω ă ü Ŝ ý l· ý ü å Σ residents, visitors or employees; and
- shall not be deployed where a required DBS check is missing, lapsed, incomplete, or indicates that the individual is unsuitable for the role or presents an unacceptable risk.

The Supplier shall have had sight of the most recent DBS disclosure for each individual in order to assess suitability for the role and shall also have had sight of valid identification documents confirming Ŝ l· Ŏ K Ŝ Ý LJ f ƨ è Ŝ Ŝ Ω ă f Ŝ Ǝ l· f NJ A United Kingdom, in accordance with the Home Office Right to Work Checklist.

The Supplier shall retain appropriate records evidencing compliance with this clause and shall, upon request, provide written assurance to Adra (without certificate transfer), including written attestations or anonymised record extracts confirming the type and date of the DBS check, suitability for the role, and confirmation that deployment did not precede DBS clearance.

The Supplier shall cascade these DBS obligations to all sub-contractors and shall maintain appropriate oversight to ensure compliance.

Where a required DBS check is missing, lapsed or unsuitable, the Supplier shall immediately notify Adra, remove the individual from the scope of the Services, and implement appropriate corrective action.

Adra reserves the right to require the removal of any contract or sub-contract staff from any assignment where it is determined that an appropriate DBS check is not in place or where an individual poses a potential risk due to unspent convictions, cautions, reprimands or warnings

Professional Standards & Behaviour

The Supplier shall Demonstrate courtesy, integrity, impartiality, punctuality, sobriety and respect for residents and stakeholders, NJ Ŝ Ŧ t Ŝ Ŏ ű ƛ y˝ Ǝ ! ŘNJ l· Ω ă Ø l· f dz Ŝ ă Φ.

The Supplier shall ensure that their personnel shall not:

- Engage in sexual harassment or any other form of inappropriate conduct;
- Form or attempt to form any new relationships with Adra customers in the course of providing the Services. (This restriction does not apply where a pre-existing relationship with an Adra customer already exists);
- Abuse or exploit customers financially, emotionally, physically or sexually;
- Behave in a manner that could be misinterpreted or undermine trust.

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 Ŝ Y˝ LJ f ƨ è Ŝ Ŝ ă ø K ƨ l· Ŏ ű l· ă 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

Protection Act 2018 and the General Data Protection Regulation 2016/679 (GDPR).

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 ISO 45001:2015 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 have arrangements in place for emergency situations, including appropriate first-aid resources and effective fire-management measures. The Supplier shall also plan for wider risks such as cyber-security incidents, extreme weather events, and other disruptions that could impact people, operations or the environment.

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, all necessary safety equipment, including personal protective equipment (PPE), where it is needed to protect workers from harm and where risks cannot be

adequately controlled by other reasonably practicable measures.

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.

The Supplier should take proactive steps to minimise carbon emissions arising from its operations, products, services and supply chains. This includes identifying key sources of greenhouse gas emissions, implementing practical measures to reduce energy use, improving fuel efficiency, choosing lower carbon materials or processes, and supporting the transition to renewable or low emission technologies wherever feasible

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.

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.

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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 { dzLJLJ f ƛ ŜNJ / ƨ Ř Ŝ ƨ Ŧ / ƨ ƴ Ř dz Ŏ ű NJ Ŝ 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 ă 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 E-MAIL TO ADRA PROCUREMENT TEAM (staffael@adra.co.uk)