



# THE BRITISH LAND COMPANY PLC

## **Supplier Code of Conduct**

**Date of issue: March 2023**  
**Next review: March 2025**  
**Owner: Ginny Warr, Head of Procurement**

# British Land Supplier Code of Conduct

March 2023

## The Code

- 1.1. This Code of Conduct ("**Code**") sets out the obligations on British Land's suppliers in relation to social, environmental and ethical compliance.
- 1.2. This Code is designed to promote safe and fair working conditions and the responsible management of social, ethical and environmental issues in British Land's supply chain.

## General Requirements

- 2.1. The phrase "Supplier" in this Code shall, where relevant, also include contractors, subcontractors and agents of the Supplier. All references to "British Land" include the relevant contracting entity and all other British Land group companies that benefit from the goods and services being provided.
- 2.2. The Supplier shall comply with all applicable laws, regulations and standards in all of the countries in which it operates.
- 2.3. The Supplier shall ensure that its suppliers and subcontractors involved in the provisions of goods and/or services to British Land shall comply with this Code.
- 2.4. Should any paragraphs of this Code conflict with any of the Supplier's contractual terms with British Land, the contractual terms shall take precedence over this code.

## Monitoring, Corrective Action and Reporting

- 3.1. The Supplier shall identify, correct and monitor the continued compliance of any activities that fall below the standards of this Code.
- 3.2. The Supplier shall immediately report any serious breaches of this Code to the Head of Procurement at British Land and, together with British Land, agree a schedule for remediation.
- 3.3. A breach of this Code may be considered to be a material breach of contract with British Land and British Land accordingly reserves all its legal rights and remedies in respect of any such breach.
- 3.4. British Land may report the progress (or extent thereof) of the Supplier's compliance with this Code in the annual British Land Sustainability Report and the Supplier agrees to such disclosure.
- 3.5. The Supplier shall provide British Land with reasonable access to all relevant information, personnel and premises for the purposes of auditing compliance with this Code. The Supplier shall use reasonable endeavours to ensure that its sub-tier suppliers do the same. Audits may be conducted by British Land, its representatives, or an independent third party on behalf of British Land.

# Principles

## 4.1. Health and Safety

- 4.1.1 The Supplier shall provide a healthy and safe working environment for employees, contractors, partners or others who may be affected by the Supplier's activities, in accordance with international standards and national laws.
- 4.1.2 The Supplier shall put in place mechanisms to ensure that health and safety obligations are communicated and applied to parties under its control.
- 4.1.3 The Supplier shall ensure it meets general principles of health and safety risk prevention. General principles include identifying, minimising and preventing hazards, using competent and trained people, providing and maintaining safe equipment and tools, including required personal protective equipment at the expense of the Supplier.
- 4.1.4 The Supplier shall have mechanisms in use to ensure that all its employees are competent to carry out the health and safety aspects of their responsibilities and duties. This shall include the nomination and training of persons at an appropriate level (executives, in particular), who are responsible for discharging the Supplier's Health and Safety obligations.
- 4.1.5 The Supplier will provide washroom and welfare facilities for all workers. The Supplier shall ensure all such facilities and amenities, including employee accommodation, where provided by the Supplier, shall be hygienic, safe and meet the basic needs of all staff.
- 4.1.6 The Supplier shall have systems and training to prepare for and respond to accidents, health problems and foreseeable emergency situations. The Supplier shall have means and procedures in place for recording, investigating and implementing learning points from accidents and emergency situations. The Supplier is reminded of their obligation to inform British Land of any such incidents where contractually required to do so.

## 4.2. Child Labour

- 4.2.1 The Supplier shall strictly prohibit child labour. No person shall be employed who is below the minimum legal age for employment.
- 4.2.2 The minimum age for employment shall be the age for completing compulsory education in the relevant country or not less than 15 years of age whichever is higher.
- 4.2.3 Children (persons under the age of 18) shall not be employed for any hazardous or night work, or work that is inconsistent with the child's personal and/or physical development such as manual or hard labour.
- 4.2.4 In the event that the Supplier discovers a child is employed, the best interests of the child shall be the primary consideration. The Supplier shall contribute, support and/or develop policies and programmes that assist any child found to be performing child labour and involve appropriate external authorities where needed.

### 4.3. Forced Labour

- 4.3.1 The Supplier shall not use any form of forced, bonded or compulsory labour, slavery or human trafficking.
- 4.3.2 The Supplier's employees shall be entitled to leave work or terminate their employment with reasonable notice. Employees shall be free to leave work after such reasonable notice period expires. All employment shall be voluntary. The Supplier shall provide each of its employees with an employment contract which contains such a reasonable notice period.
- 4.3.3 The Supplier shall not require employees to lodge deposits of money, charge any recruitment fees, withhold payment, place debt upon employees or require employees to surrender any government-issued identification, passports, or work permits as a condition of employment.

### 4.4. Modern Slavery and Exploitation

- 4.4.1 The Supplier is responsible for making information relating to Modern Slavery and Exploitation available to all staff. British Land strongly recommends that details of the Unseen UK Modern Slavery Helpline be made readily available<sup>1</sup>.

### 4.5. Working Hours

- 4.5.1 The Supplier shall ensure working hours of the Supplier's employees do not exceed the maximum set by local law and each employee's working week does not exceed 60 hours per week including overtime. The Supplier shall ensure employees are allowed appropriate breaks during the working day.
- 4.5.2 The Supplier shall allow each of its employees at least one day off following every six consecutive working days.
- 4.5.3 The Supplier shall grant its employees the right to paid vacation.
- 4.5.4 In exceptional circumstances (which may include emergency situations but shall not include anticipated peaks in production requirements) when these hours might be exceeded by the Supplier's employees, working hours shall in any event not be excessive.
- 4.5.5 The Supplier shall not operate exclusive 'zero-hours' contracts.

### 4.6. Right to work permits

- 4.6.1 The Supplier shall ensure that the appropriate 'Right to Work' checks are completed on all employees before employment commences<sup>2</sup>. Evidence of such checks and associated documentation must be retained.

### 4.7. Payment

- 4.7.1 The Supplier shall ensure its employees understand their employment conditions and give employees fair and reasonable pay as well as any legally entitled or agreed benefits.

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<sup>1</sup>See: <https://www.modernslaveryhelpline.org/>

<sup>2</sup>See: <https://www.gov.uk/check-job-applicant-right-to-work>

- 4.7.2 The Supplier shall endeavour to pay the "Real Living Wage" as determined by the [Living Wage Foundation](#) to all direct employees and subcontractors.
- 4.7.3 The Supplier shall not use deductions from wages as a disciplinary measure. Unless contractually agreed, the Supplier shall not deduct from employees' wages for PPE, uniform, training, accommodation, etc. Employees must be paid in a timely manner and the Supplier must clearly convey to its employees the basis on which they are paid.
- 4.7.4 The Supplier is encouraged to adopt prompt payment for its subcontractors, in line with the Prompt Payment Code (PPC) principles.

## 4.8. Disciplinary Practices

- 4.8.1 The Supplier will treat all employees with respect and dignity. The Supplier shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation. Suppliers shall ensure they have a documented and auditable employee grievance process.

## 4.9. Discrimination

- 4.9.1 The Supplier shall not engage in or support any form of discrimination in hiring, employment terms, remuneration, access to training, promotion, termination, retirement procedures or decisions including but not limited to: race, colour, age, veteran status, gender identification, sexual orientation, pregnancy, ethnicity, disability, religion, political affiliation, nationality, indigenous status, medical condition, HIV status, social origin, social or marital status and union membership.
- 4.9.2 The Supplier shall ensure no form of discrimination is present at any stage of employment, from the selection of suitable applicants, their interview and assessment, to the terms of their employment, payment and grounds for dismissal.
- 4.9.3 The Supplier should also apply a high standard of engagement as per clauses 4.9.1 and 4.9.2 when liaising with subcontractors and customers and when providing goods or services on any British Land asset; ensuring compliance to the same requirements, across the end-to-end supply chain.
- 4.9.4 The Supplier shall ensure that any and all communications, contractual documents and instructions are provided in a format which the worker can access and understand, including but not limited to translations into foreign languages, including sign language, or other means, e.g. oral communication.

## 4.10. Freedom of Association and Right to Collective Bargaining

- 4.10.1 The Supplier shall respect the rights of employees to join or not to join trade unions or similar representative bodies and the rights of employees to collective bargaining to the extent permitted by applicable law. The Supplier shall allow open communication and direct engagement between its employees and management.

## 4.11. Conflict of Interest

- 4.11.1 The Supplier must avoid all conflicts of interest or situations that may be interpreted as a conflict of interest. The Supplier must promptly report to British Land any instances involving actual or apparent conflicts of interest between the Supplier's interests and those of British Land, such as a direct personal or financial interest in a business decision or supplier selection. Likewise, the Supplier shall not, without prior written notification, enter into any business relationship with any director, employee, or

representative of British Land that may create a conflict with their fiduciary obligations or the interests of British Land.

#### 4.12. Anti-bribery, Corruption and Individual Conduct

4.12.1 The Supplier shall not tolerate or enter into any bribery, including improper offers or payments to or from employees, customers, suppliers, organisations or individuals.

4.12.2 The Supplier shall:

- have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments;
- not give, promise, receive or request any bribes (financial or other advantage), including but not limited to relations with public officials; and
- ensure its employees, contractors and subcontractors are aware of its anti-bribery policy and how to comply with its requirements.

4.12.3 The Supplier shall:

- not engage in any activity, practice or conduct which would constitute either a UK or foreign tax evasion offence; and
- have in place reasonable policies and procedures to prevent facilitation of tax evasion by another person (including its employees).

#### 4.13. Fraud and Money Laundering

4.13.1 The Supplier shall:

- act in accordance with all applicable international standards and laws on fraud and money laundering;
- not do or omit to do anything likely to cause any party to be in breach of any such international standards and laws; and
- maintain an effective anti-fraud and (where appropriate) an anti-money laundering compliance programme, designed to ensure compliance with the law including the monitoring of compliance and detection of violations.

#### 4.14. Responsible Sourcing

4.14.1 The Supplier shall source consumables and equipment in line with the applicable [British Land Sustainability Brief](#).

4.14.2 The Supplier shall have a clear policy or procedure in place to avoid knowingly purchasing conflict minerals.

4.14.3 The Supplier shall source all timber from sources certified by the Forest Stewardship Council or Programme for the Endorsement of Forest Certification.

4.14.4 The Supplier shall abide by the [British Land Material Schedule](#) when selecting construction materials.

4.14.5 In particular, the Supplier shall have a policy or procedure to reasonably assure that the tin, tantalum, tungsten and gold in the products it manufactures does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. The Supplier shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measure available upon British Land's request.

## 4.15. Sustainability

4.15.1 Suppliers shall commit to supporting a minimum of two (2) of the UN Sustainable Development Goals ("UNSDGs")<sup>3</sup>. British Land may ask for evidence to support this commitment.

4.15.2 Whilst we encourage all Suppliers to participate in working towards the UNSDGs, this requirement does not apply to Suppliers who are classified as Small to Medium Sized Enterprises (SMEs)<sup>4</sup>.

## 4.16. Environment

4.16.1 The Supplier shall comply with all applicable legislation and international standards, and, in countries where environmental legislation is not evident or enforced, ensure reasonable practices for managing environmental impacts are in place.

4.16.2 The Supplier shall implement an internal environmental management system to the extent applicable to the Supplier's business.

4.16.3 The Supplier shall obtain, maintain and keep current all necessary environmental permits (e.g. waste management, transportation), approvals and registrations.

4.16.4 The Supplier shall respect all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances. Hazardous chemicals and other materials included in products, especially those included in the substances of Very High Concern list of the REACH (Registration, Evaluation, Authorisation and restriction of Chemicals) regulation (or on any similar list in equivalent legislation in the UK), must be identified and managed by the Supplier to ensure their safe use, recycling or re-use and disposal. The use of such chemicals and materials by the Supplier must be avoided (and, if not possible to avoid, minimised). Where required, the Supplier must deliver electrical or electronic equipment in line with all applicable law and regulations such as but not limited to RoHS (Restriction of Hazardous Substances) and REACH (and any equivalent legislation in the UK).

4.16.5 The Supplier shall identify, minimise, monitor, control and treat all hazardous air pollutants and all emissions should be avoided in accordance with international standards and applicable laws.

4.16.6 The Supplier shall promote recycling and reduce wastage in materials sourcing, handling, transport and disposal.

4.16.7 The Supplier shall seek to promote energy and carbon efficiency where appropriate.

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<sup>3</sup> Please consult <https://sdgs.un.org/goals> for further information

<sup>4</sup> An SME is any organisation that has fewer than 250 employees and a turnover of less than €50 million or a balance sheet total less than €43 million. A breakdown of the different organisation sizes is in the below table. (source: <https://www.gov.uk/government/publications/fcdo-small-to-medium-sized-enterprise-sme-action-plan/small-to-medium-sized-enterprise-sme-action-plan#what-is-an-sme>)

## 4.17. Community Engagement

- 4.17.1 The Supplier is encouraged to support local community initiatives around our places, where appropriate to its organisation.
- 4.17.2 The Supplier at any key British Land property shall support the delivery of British Land's Local Charter, available on our website: [www.britishland.com/policies](http://www.britishland.com/policies)
- 4.17.3 The Supplier shall seek to develop positive relationships within its local communities.
- 4.17.4 The Supplier shall plan to minimise disruption from its activities and is encouraged to contribute to the sustainability and development of the communities in which it operates.
- 4.17.5 The Supplier shall take a proactive approach in offering local communities and local businesses opportunities to work and engage where appropriate.
- 4.17.6 The Supplier is encouraged to work with British Land's nominated community partners, such as charities and schools. More details can be found on our website: [www.britishland.com/community](http://www.britishland.com/community)

## 4.18. Apprenticeships

- 4.18.1 The Supplier shall seek to participate in apprenticeship programmes that comply with applicable laws and regulations.

## 4.19. Whistleblowing

- 4.19.1 The Supplier shall adopt an internal anonymous complaint, workplace grievances and whistleblowing procedure to the highest ethical standards in line with applicable laws and regulations.

## 4.20. Privacy

- 4.20.1 The Supplier shall comply with all applicable data privacy laws in relation to its use, processing and storage of personal data.

# Compliance

- 5.1. The Supplier acknowledges, agrees and assumes entire and sole responsibility for full compliance with this Code.

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