



Supplier code of conduct

Our charitable purpose is to build a healthier nation. We do this through championing the health and well-being of individuals while helping to support healthy communities, a healthy environment and healthy work.

It is important that as a supplier to Nuffield Health, you champion employee wellbeing and we can offer our suppliers access to tools and resources to help you support us through your workforce.

Contents

Introduction and main principles	3
1. Legal, ethical, and regulatory practices	4
2. Employment practices	5
2.1 Child labour.....	5
2.2 Modern slavery.....	5
2.3 Compensation and working hours.....	5
2.4 Discrimination	6
2.5 Working conditions.....	6
2.6 Remuneration and Living Wage	7
2.7 Disciplinary practices	7
2.8 Health and safety	7
2.9 Use of social media	8
3. Business practices.....	9
3.1 Business Integrity	9
3.2 Business continuity planning.....	9
3.3 Fraud, bribery, and corruption	9
3.4 Use of sub-contractors	10
4. Information security and data protection.....	11
5. Sustainability	12
5.1 Environmental Protection	12
6. No creation of third-party rights.....	13
7. Compliance with the Supplier Code of Conduct	14

Introduction and main principles

Nuffield Health is the UK's largest healthcare charity. For over 60 years, our experts have been working together to make the nation fitter, healthier, happier, and stronger, all for the public benefit.

As an organisation with no shareholders, we invest all our income back into our vision to build a healthier nation. We do this through outstanding day-to-day services in our family of 37 award-winning hospitals, 111 fitness and wellbeing clubs, healthcare clinics, and over 200 workplace wellbeing services, and through our free Programmes for All which support unmet health needs in communities and widen access to our experts and services.

That's why we've earned the trust of the NHS, private medical insurers, employers and the public to make the UK a fitter, healthier and happier place.

We are dedicated, throughout everything we do, to upholding the highest ethical and professional standards consistent with our core values. This **Supplier Code of Conduct** is an extension of our values and reflects our commitment to ethical, employment, business & environmental practices and regulatory compliance and sets out our expectations of our suppliers to help us achieve our purpose.

This **Supplier Code of Conduct** sets out the minimum standards of ethical conduct, values, and principles we expect our suppliers to adhere to when dealing with us and our patients, members, and employees.

By "supplier" we mean any company, firm or individual that provides a product or service to Nuffield Health. The supplier shall communicate the principles stated in this **Supplier Code of Conduct** and detailed below to its subcontractors and other business partners who are involved in supplying any products and/or services described in the main contract between Nuffield Health and the supplier. Suppliers are expected to comply with the provision of our Supplier Code of Conduct. Any areas of non-compliance should be notified to Nuffield Health by the supplier with an explanation of how their policies, processes and standards differ from our required standards.

Nuffield Health intends to operate a compliance programme to monitor adherence to the Supplier Code of Conduct through risk assessment and ethical auditing. Nuffield Health may seek alternative sources where it becomes aware that companies in the supply chain are in breach of any applicable laws or regulations or failure to adhere to this Supplier code of conduct.

1. Legal, ethical, and regulatory practices

The supplier shall comply with all laws applicable to its business and to the provision of products and/or services to Nuffield Health and shall conduct its business activities in full compliance with all applicable laws and regulations in the supplier's country or countries of operation including the UK. In addition to any specific obligations under the supplier's agreement, the supplier shall, without limitation:

- Support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organisation Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.
- Ensure that they do not supply materials and products containing minerals that contribute to conflict
- Comply with applicable embargoes and trade sanctions, including the restrictions maintained by the EU, UN, US, and the UK (or all other applicable laws). These laws prohibit dealings with restricted countries, governments, businesses, and individuals.
- Comply, where applicable, with international anti-bribery standards as stated in the United Nations' Global Compact and applicable national anti-corruption and bribery laws including The Bribery Act 2010 and conduct business in full compliance with antitrust and fair competition laws that govern the jurisdiction in which they conduct business.
- Comply with anti-facilitation tax evasion regulations as incorporated with the Criminal Finances Act 2017 Part 3.
- Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges including the manufacture, transportation, storage, disposal, and release to the environment of such materials.
- Comply with all laws and regulations regarding the privacy of information, data protection and cross-border data flows, including but not limited to the Data Protection Act 2018.
- Be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.
- Obtain all necessary licences and permits to conduct the activities for which they have been engaged by Nuffield Health.
- Implement applicable laws, regulations and codes of practice including those relating to hygiene, fire, safety, security of persons, planning and licensing.

2. Employment practices

We expect our suppliers to conduct their business in a manner that demonstrates respect for human rights, consistent with the principles below and to take all reasonable steps to address human rights risk in its existing supply chains and in any part of its business. Our suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:

2.1 Child labour

Comply with all local minimum working age laws and requirements and not utilize child labour. The supplier shall not employ any child under the legal age of employment to work in any country or local jurisdiction where the supplier performs work for Nuffield Health. If national laws or regulations allow children between the ages of 13 and 16 to perform light work, such work is not permitted under any circumstances if it would hinder a minor from the completion of compulsory schooling or training, or if the employment would be harmful to their health or development (reference: ILO Convention 138(7)). Children or young people will at no time be required to work over the legally permitted hours of working stipulated by the governing laws. We only support the development of legitimate workplace apprenticeship programmes for the educational benefit of younger people and will not contract with businesses who abuse such systems.

Produce and deliver products by organisations where children are protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral, and social development.

Shall not employ children and young persons under 18 at night or in hazardous conditions.

2.2 Modern slavery

Make no use of forced or compulsory labour. The use of forced labour whether in the form of indentured labour, bonded labour or prison labour by a supplier or a subcontractor is prohibited. In addition, the supplier will:

- 2.2.1 ensure their employees are free to enter their employment through their own choice, are not required to lodge "deposits" or their identity papers with their employer and are free to leave work or terminate their employment with reasonable notice, without penalty;
- 2.2.2 ensure that correct visa and working documentation are in place for all workers, employees, subcontractors, and business partners;
- 2.2.3 ensure that written contracts for both direct and contract workers exist, which clearly convey the conditions of employment in a language understood by the worker; and
- 2.2.4 promptly inform the appropriate authorities where they reasonably suspect that any individuals associated with their businesses are at risk of human trafficking or similar exploitation;
- 2.2.5 Put in place training for relevant staff to raise awareness of Modern Day Slavery risks
- 2.2.6 Complete Nuffield's Modern Day Slavery questionnaire promptly on request
- 2.2.5 at all times comply with all applicable laws including (but not limited to) the Modern Slavery Act 2015

2.3 Compensation and working hours

The supplier must comply with the respective national laws and regulations regarding working hours, wages and benefits including maximum hour limitations and requirements for break

times. The supplier shall not require its employees to work in excess of legal overtime thresholds, except as may be required by emergency or may be lawful based upon the nature of the work.

2.4 Discrimination

The supplier must not discriminate on the basis of race, religion, disability, age, sexual orientation, or gender. The supplier must not discriminate against all workers or employees in hiring practices such as applications for jobs, promotion, reward, access to training and senior positions, job assignments, conditions of employment including wages, benefits, discipline, or termination on the basis of their gender, race, age, disability, ethnicity, religion/beliefs, or sexual orientation.

2.5 Working conditions

The supplier will treat all workers with dignity and respect as understood and defined by the International Labour Organisation or applicable law. In addition, the supplier shall commit to creating safe working conditions and a healthy work environment for all their workers and shall:

- 2.5.1 Provide a safe and hygienic working environment, bearing in mind the prevailing knowledge of the industry and of any specific hazards;
- 2.5.2 Take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment;
- 2.5.3 Provide workers with regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers;
- 2.5.4 Provide workers with access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided;
- 2.5.5 Ensure that accommodation, where provided, is clean, safe, and meets the basic needs of the workers;
- 2.5.6 Ensure workers can easily access relevant information on their employee rights;
- 2.5.7 Implement work safety guidelines and procedures and educate their employees, agents, and contractors accordingly to reduce and prevent accidents and occupational illness;
- 2.5.8 Ensure that working hours comply with applicable national law or industry standards, whichever affords employees the most protection;
- 2.5.9 Define working hours, excluding overtime, by contract, and shall not exceed 48 hours per week (subject to the below);
- 2.5.10 Ensure that all overtime shall be voluntary. Overtime shall be used responsibly, considering all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment;
- 2.5.11 Ensure that the total hours worked in any 7-day period shall not exceed 60 hours, except where covered by the below;
- 2.5.12 Ensure that where working hours do exceed 60 hours in any 7-day period, these are only in exceptional circumstances where all of the following are met:
 - this is allowed by national law
 - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce
 - appropriate safeguards are taken to protect the workers' health and safety
 - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents, or emergencies
- 2.5.13 Provide workers with at least one day off in every 7-day period or, where allowed by national law, 2 days off in every 14-day period;

- 2.5.14 Recognise and respect the right of people to freely join or refrain from joining worker organisations of their choosing and entering into collective bargaining as permitted by law;
- 2.5.15 Recognise trade unions and their organisational activities;
- 2.5.16 Ensure that where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining;
- 2.5.17 Ensure that to every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice;
- 2.5.18 Ensure that obligations to workers and employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

2.6 Remuneration and Living Wage

The supplier shall be able to demonstrate that it pays its workers and employees a wage equal to or above the legal minimum, and that it provides, as a minimum, all legally mandated benefits, vacation time, leave periods, and holidays and pay them in a timely manner and clearly conveys the basis on which workers are paid and ensure that:

- 2.6.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards, or industry benchmark standards, whichever is higher;
- 2.6.2 Wages should always be enough to meet basic needs and to provide some discretionary income;
- 2.6.3 All workers and employees shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 2.6.4 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned;
- 2.6.5 All disciplinary measures should be recorded.

2.7 Disciplinary practices

The supplier shall treat everyone with dignity and have a clear disciplinary process that forbids violence, harassment, or intimidation in any physical or emotional form and communicate it in a language understood by employees.

2.8 Health and safety

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level. The supplier must comply with applicable occupational health and safety regulations and evidence, where appropriate, all relevant requested reports (e.g. audit reports, risk assessments, method statements and any other Health & Safety documentation) and provide a work environment that is safe and conducive to good health, in order to preserve the health of employees and prevent accidents, injuries and work-related illnesses.

Alongside any contractual obligations of the supplier, suppliers shall:

- 2.8.1 Anticipate, identify, evaluate, and control risk including emergency situations and events;

- 2.8.2 Implement emergency plans and response procedures, including emergency reporting, worker notification and evacuation procedures, worker training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans;
- 2.8.3 Provide adequate heat and ventilation.

2.9 Use of social media

The supplier must not tolerate disrespectful or unprofessional usage of social media (whether or not such usage relates to Nuffield Health, its business, patients, members, clients, or business partners or third parties) such as posting content that is confidential, abusive, discriminatory, malicious, obscene, libellous, threatening or intimidating or other derogatory statements in any message or post.

Only Suppliers who have been specifically authorised by Nuffield Health are permitted to post material on any social media site in Nuffield Health's name and/or on our behalf. We do not authorise any third parties to use any Nuffield Health's branded materials without our express, prior written consent.

3. Business practices

3.1 Business Integrity

Our suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their respective contractual arrangements. In addition to these obligations, all of our suppliers shall:

- 3.1.1 Comply with all applicable laws and regulations;
- 3.1.2 Treat each other fairly, with dignity and respect;
- 3.1.3 Deal honestly and fairly with clients, customers, suppliers, and financial partners;
- 3.1.4 Declare to the Procurement Team any personal or family relations within Nuffield Health at the pre-contract stage and avoid actual or potential conflicts of interest.
- 3.1.5 Report any concerns regarding unethical behaviour e.g. fraud, bribery etc.
- 3.1.6 Safeguard Nuffield Health's assets;
- 3.1.7 Protect confidential and proprietary information, personal data, and intellectual property rights;
- 3.1.8 Protect Nuffield Health's name, reputation and brand and brand values;
- 3.1.9 only speak to the press on Nuffield Health's behalf if the supplier and/or representative is expressly authorised in writing to do so by one of Nuffield Health's External Communication Team;
- 3.1.10 Separate personal political activities from Nuffield Health's business;
- 3.1.11 Report observed violations of all applicable laws, regulations, and ethical standards;
- 3.1.12 Provide accurate and truthful statements, communications and representations to Nuffield Health and our clients;
- 3.1.13 Accurately and fully disclose to Nuffield Health any requested or relevant information regarding their business activities, structure, financial situation, and performance which may affect the performance of their contract with Nuffield Health, in accordance with applicable laws, regulations and industry practices;
- 3.1.14 Uphold fair business standards in advertising, sales, and competition when dealing on behalf of Nuffield Health;
- 3.1.15 Ensure that any products and/or services provided to Nuffield Health are safe and fit for purpose.
- 3.1.17 Suppliers shall set near-term and long-term science-based emissions reductions targets. And share annual emissions data with Nuffield Health.

3.2 Business continuity planning

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, software viruses, illness, pandemic, infectious diseases). This preparedness especially includes robust business continuity and disaster recovery plans, as well as plans to protect both employees and the environment as far as possible from the effects of possible disasters that arise within the sphere of operations.

3.3 Fraud, bribery, and corruption

Nuffield Health does not tolerate any form of fraudulent or corrupt practices and expects a comparable commitment from all suppliers and their subcontractors, who should be fully aware of UK fraud, bribery, and corruption legislation.

The supplier must 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).

The supplier may not offer services, gifts, or benefits, offer a bribe, kickback, bartering arrangement for products and/or services and/or any other incentive to a Nuffield Health employee in order to obtain or retain Nuffield Health's business or to influence the employee's conduct in representing Nuffield Health and shall not:

- 3.3.1 Offer or accept, or attempt to offer or accept, bribes or other means to obtain an undue or improper advantage on behalf of Nuffield Health;
- 3.3.2 Influence or attempt to influence the making and taking of business decisions through the acceptance or offer of favours, benefits, gifts, or other hospitality which is either disproportionate or outside the ordinary course of business; and
- 3.3.3 Engage or attempt to engage in corruption, extortion, or fraud in any form.

3.3.4 The supplier (including employees of the Supplier, any authorised sub-contractors and any associated persons) must take immediate action if they suspect fraud, bribery or corruption has been attempted or has occurred by notifying Nuffield Health using the ask.procurement@nuffieldhealth.com mailbox and relevant authorities as set out in their internal policies.

3.4 Use of sub-contractors

Nuffield Health recognises the prevalence of subcontracting, and we understand that changes in supply chains or service provision may be required. However, we do not allow the use of any unauthorised subcontracting in regard to capacity, and it is vital we have full and unrestricted visibility of and access to where our products are being produced or services are being performed at all times.

We require all our sourcing partners to notify us far in advance if any of our orders are expected to be produced in a different site than that which was registered to us and approved by us.

We reserve the right (for ourselves, our auditors, and our authorised representatives) to visit factories when needed and we may commission specific spot check audits on factories to ensure our products are only manufactured in approved factories. Failure to accommodate our visits and auditors will be seen as a violation and we may have to consider terminating the partnership with the Supplier.

We are committed to establishing long term, mutually beneficial partnerships with our suppliers. Through our commitment towards socially responsible trading, we aim to work together with our suppliers to achieve sustainable improvements for the workers who make our products.

4. Information security and data protection

Nuffield Health is committed to protecting confidential and personal information and it strives to apply the highest possible standards to any personal data processing it undertakes. The same is expected from its suppliers. The supplier shall:

- 4.1 Comply with relevant laws and regulations governing proprietary, commercially sensitive, and personal information, and safeguard all information received by Nuffield Health by ensuring that such information is used only for authorised and agreed purposes, is only shared with authorised persons, and is properly and securely maintained;
- 4.2 Consult with Nuffield Health in relation to any questions regarding appropriate uses of information which is determined to be confidential;
- 4.3 Comply with all relevant and applicable UK privacy and data protection laws and associated regulatory requirements and guidance, as well as with the Nuffield Health privacy and security contractual schedules when personal information is processed in any manner including but not limited to collected, stored, viewed, disclosed, transferred and/or shared;
- 4.4 Complete as reasonably instructed by Nuffield Health all required information security due diligence questionnaires and security-related reporting as part of procurement processes.
 - 4.4.1 Complete an Information Security Due Diligence Questionnaire annually or as requested by Nuffield Health (but not more than annually).
- 4.5 Safeguard patient, member, client and employee information and the transfer of technology, services and know-how in a manner that protects any applicable international, national, and local intellectual property and data protection rights;
- 4.6 Use information technology and systems provided by Nuffield Health (including email and any social media platforms) only for authorised Nuffield Health business-related purposes. Nuffield Health strictly prohibit suppliers and their representatives from using company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate and or send any false, derogatory, or malicious communications using Nuffield Health provided information assets and systems;
- 4.7 Agree that Nuffield Health owned, or leased equipment is to be used solely for activities relating to services provided to Nuffield Health. Nuffield Health may monitor all uses of its corporate networks and all systems (including email and social media platforms) and/or access all data stored or transmitted using the Nuffield Health network;
- 4.8 Any Access provided to the Nuffield Health Environment or systems must only be used for the delivery of the service to Nuffield Health and in accordance with the AUP for Remote Access for support by 3p Accounts. This will be provided to the supplier when the accounts are created.

When acting as a Processor on Nuffield Health's behalf, observe all processing instructions given to it by Nuffield Health as well as statutory obligations, especially in relation to data retention and deletion.

5. Sustainability

5.1 Environmental Protection

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment. Suppliers must also comply with any requests from Nuffield Health to submit Environmental information such as the Annual Supplier Emissions Questionnaire.

We also expect our suppliers to:

- 5.1.1 Demonstrate year on year improvements against their own sustainability targets;
- 5.1.2 Take climate protection appropriately into account in their own operations, for example by setting climate & waste protection goals for themselves;
- 5.1.2 Commit to reducing their overall environmental impact and work to continuously improve their environmental protection measures through the implementation of an environmental improvement programme or action plan;
- 5.1.3 Commit to engaging actively in aiming to sustain, protect and restore the environment, by such means as reduce energy conservation, recycling, proper disposal of waste, and water management, as well as environmental restoration;
- 5.1.4 Implement purchasing policies and procedures which favour sustainable and locally produced products and services in preference to imported products wherever possible and reasonable;
- 5.1.5 Maintain a register of applicable international, national, and local requirements in relation to the environment containing current copies of all licences and permits;
- 5.1.6 Monitor their activities to ensure that their products, services, and procedures comply with revisions and new legislation or codes which may from time to time apply to business they conduct on behalf of Nuffield Health;
- 5.1.7 Minimise any disturbance to the local and global environment and to the quality of life of the local communities in which the company operates;
- 5.1.8 Comply fully with all relevant statutory regulation;
- 5.1.9 Take positive steps to conserve resources, particularly those which are scarce or non-renewable;
- 5.1.10 Assess, in advance where possible, the environmental effects of any significant new development and adjust the company's plan accordingly.
- 5.1.11 Begin to carry out life cycle assessments of their products to fully understand the total impact and how it could be reduced

6. No creation of third-party rights

This Supplier Code of Conduct does not confer, nor shall it be deemed to confer, any rights on third parties, including any third-party beneficiary rights. For example (and without limitation), no employees of any supplier shall have any rights against Nuffield Health by virtue of this Supplier Code of Conduct, nor shall such employees have any rights to cause Nuffield Health to enforce this Supplier Code of Conduct, the decision with respect to any such actions being reserved by Nuffield Health in its sole discretion.

7. Compliance with the Supplier Code of Conduct

Nuffield Health reserves the right, upon reasonable notice, to check compliance with the requirements of this Supplier Code of Conduct. Nuffield Health encourages its suppliers to implement their own binding guidelines for ethical behaviour.

Suppliers shall take appropriate steps to ensure that the principles of this Supplier Code of Conduct are communicated to their employees and throughout their own supply chains. Suppliers shall also take appropriate steps to ensure that the principles of this Code are adopted and applied by their employees, suppliers, agents, and contractors to the extent applicable. It is the responsibility of the supplier to inform Nuffield Health if any situation develops that causes the supplier to operate in violation of the Code or as may be set out in this Code. **In** addition to any rights Nuffield Health may have under its agreement with the supplier, Nuffield Health may request the immediate removal of any representative who behaves in a manner that is unlawful or inconsistent with the Supplier Code of Conduct.

Suppliers are encouraged to work with the primary Nuffield Health contact in resolving a business practice, compliance concern or possible violation of this Supplier Code of Conduct. However, we recognise that there may be times when this is not possible or appropriate. **In** such instances, please contact any of the following:

1. You may report the incident through our Safe Call Line on 0800 9151571
2. Send an email for the attention of our Procurement & Supply Chain Director at ask.procurement@nuffieldhealth.com

Nuffield Health will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

We thank you for your compliance to this important Supplier Code of Conduct and look forward to a mutually beneficial relationship with all of our suppliers based on the highest levels of ethical behaviour.