

## **Supplier Code Of Conduct**

### **General Conditions:-**

#### **1. Anti-Corruption, Compliance & Integrity**

Supplier hereby undertakes that, at the date of entering into force of the agreement itself, its directors, officers or employees have not offered, promised, given, authorised, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or other third parties, subject to its control or determining influence, from doing so.

Supplier agrees and warrants that, at all times in connection with and throughout the course of the Agreement and thereafter, it will comply with and will take reasonable measures as to ensure that its subcontractors, agents or other third parties, subject to its control or determining influence, will comply with all relevant anti-corruption and anti-bribery laws such as, but not limited to, the latest version of the ICC Rules on Combating Corruption, the UK Anti-Bribery Act 2010 and the US Foreign Corrupt Practices Act

Q-Park is entitled to rescind the Agreement extrajudicially, in whole or in part by registered letter if the other party, without a written notice of default and without providing a reasonable period for remedy, if it determines that the Supplier has breached any anti-corruption or anti-bribery law.

#### **Compliance**

Article no.

1. Supplier agrees and warrants that, at all times throughout the course of the Agreement and thereafter, it will comply with and will take reasonable measures to ensure that its subcontractors, agents or other third parties, subject to its control or determining influence, will comply with all applicable laws, regulations and codes, including but not limited to:-
  - The General Data Protection Act (GDPR)
    - The Data Protection Act 2018 (UK)
  - Working Time Regulation 1998
  - Q-Parks' policies regarding competition law, integrity, corporate social responsibility and trade sanctions (these can be found on the website below and will be sent to the Supplier at their request)

<https://www.q-park.com/corporate-information/policies-codes>

2. Supplier represents and warrants that none of its Directors are in any way listed, banned or barred from executing his or her function by any authority,
3. Supplier shall inform Q-Park immediately of any possible breach of Articles 1 or 2. Q-Park has the right to suspend its performance under the Agreement for as long as necessary to investigate the breach.
4. Q-Park is entitled to rescind the Agreement extrajudicially, in whole or in part by registered letter if the other party, without a written notice of default without providing a reasonable period of remedy, if it determines that the Supplier has breached Articles 1 or 2.
5. Supplier shall indemnify and hold harmless Q-Park against all claims and damages related to the breach of Articles 1 and 2.

### **Supervisor**

The Corporate Director Legal of Q-Park is appointed as Head Supervisor Anti-Corruption, Compliance & Integrity Policy ('Head Supervisor').

In each country, Q-Park has appointed a local Supervisor ('Local Supervisor') who is responsible for compliance with the Anti-corruption, Compliance & Integrity Policy in their country.

The Head Supervisor is appointed as the Local Supervisor of the head office of Q-Park.

The Local Supervisors fulfil a position of trust and exercise the greatest possible care in dealing with the issues brought to his/her attention.

Local Supervisors can consult the Head Supervisor for advice if deemed necessary.

### **Know Your Customer - Due Diligence (KYC)**

For contracts in excess of £100k & all real estate business partners, then the following must be provided -

1. A company extract from the relevant trade or business register
2. Extract or Certificate confirming the Ultimate Beneficial Owner (UBO)
3. Copy of the Organisations "Code of Ethics" or equivalent

## 2. Modern Slavery – Code of Conduct for Suppliers

Q-Park Ltd (UK & Ireland) complies with the Modern Slavery Act 2015. We are committed to ensuring that all of our business operations are free from involvement with slavery or human trafficking.

We publish an annual slavery and human trafficking statement. A link to this statement can be found on the homepage of our website.

We take steps to ensure that slavery and trafficking are not taking place in any of our supply chains, or in any part of our own business.

Consequently, we want to communicate our stance to you to ensure that you, as our supplier are also compliant and committed to the Modern Slavery Act.

We consider that modern slavery encompasses:

- Human trafficking
- Forced work, through mental or physical threat
- Being owned or controlled by an employer through mental or physical abuse or threat of abuse
- Being dehumanised, treated as a commodity or being sold as property
- Being physically constrained or to have restrictions placed on freedom of movement.

We do not enter into business with any other organisation which knowingly supports or is found to involve itself in slavery, servitude and forced compulsory labour. No labour provided to the Organisation in the pursuance of the provision of its own services is obtained by means of slavery or human trafficking. We strictly adhere to the minimum standards required in relation to our responsibilities under relevant employment legislation in the UK and Ireland, and in many cases exceeds those minimums in relation to our employees.

You, as our supplier are obliged to operate in accordance with the Modern Slavery Act 2015 to ensure that you remain compliant with the law but also to ensure we can continue to have a business relationship. We therefore expect that:

- Neither you or any of your officers, employees, agents, suppliers or subcontractors
  - Has committed an offence under the Modern Slavery Act
  - Has been notified that you are subject to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act
  - Are aware of any circumstances within your supply chain that could give rise to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act.
- You notify us immediately in writing if you become aware or have reason to believe that you or any of your officers, employees, agents, suppliers or subcontractors have breached or potentially breached the obligations as set out above. Such notice shall set out full details of the circumstances concerning the breach or potential breach.

- You shall implement and maintain appropriate due diligence procedures for any of your agents, suppliers and subcontractor to ensure that no Modern Slavery offence shall occur in its supply chain.

We take a zero-tolerance approach to Modern Slavery within our supply chain. Any issues raised will be reviewed and you should be aware that this could result in immediate termination of our relationship.

If you agree with this code of conduct there is no need to contact us, alternatively please provide details of non-agreement to HR, Q-Park, 1 East Parade, Leeds, West Yorkshire, LS1 2AD

### **Slavery Compliance Officer**

Q-Park has a Slavery Compliance Officer, the Head of HR for UK & Ireland to who all concerns regarding modern slavery should be addressed, and who will then undertake relevant action with regard to the Organisations obligations.

### 3. Anti sexual harassment policy - Third party statement

#### Introduction

Sexual harassment of Q-Park employees is **unlawful and will not be tolerated** by our business.

This document:

- provides a definition of sexual harassment (including by third parties)
- explains the preventative measures we have in place with regards to third-party sexual harassment and how we deal with complaints
- outlines how we will monitor and review our processes

To view our full company policy, please contact [QGB.HR@Q-Park.co.uk](mailto:QGB.HR@Q-Park.co.uk)

#### Our commitment to our employees

Q-Park aims to provide a working environment that is safe and supportive to all those who work for us, respects the rights of each individual employee and where colleagues treat each other with the utmost respect. This means freedom from behaviour by third parties, such as customers/clients or suppliers, that can be interpreted as bullying or harassment or that causes offence and access to redress if such behaviour does arise.

We therefore adopt a zero-tolerance approach to all occurrences and forms of sexual harassment.

#### What is sexual harassment?

The law defines sexual harassment as:

- conduct of a sexual nature that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment; and
- less favorable treatment related to sex or gender reassignment that occurs because of a rejection of, or submission to, sexual conduct.

As an employer, we are legally obliged to take reasonable steps to prevent the sexual harassment of our employees in the course of employment, including by third parties.

#### What is third party sexual harassment, how do we prevent it and how do we deal with it?

Third-party sexual harassment occurs when a Q-Park employee is subjected to sexual harassment by someone who is not part of our organisation but who is encountered in connection with work. This includes our customers, suppliers, members of the public, people who work at buildings where we work, who are not employed by us, clients, self-employed contractors etc.

## **Circumstances which are covered**

This statement covers behaviour by third parties towards a member of our workforce which occurs in the following situations:

- a work situation
- a situation occurring outside of the normal workplace or normal working hours which is related to work, e.g. a working lunch or a social event with colleagues
- outside of a work situation but against a colleague or other person connected to the Q-Park, including on social media.

## **Action to prevent third-party harassment**

Third-party sexual harassment of our employees is unlawful and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties.

To prevent third party sexual harassment, we:

- have created a stand-alone sexual harassment policy (including third parties)
- will deliver training to our employees to increase awareness amongst employees of sexual harassment, how to spot it and how to report it
- have trained our managers on how to deal with reports of sexual harassment (including third parties)
- will communicate our zero-tolerance approach regarding sexual harassment of our employees to all third parties (where possible) by providing a link to the third-party statement

If an employee of ours has been subjected to third-party sexual harassment, they are encouraged to report this promptly to management or HR and will be supported throughout.

Should one of our employees be sexually harassed by a client's member of staff we will take action, up to and including banning the client from our services. We will fully comply with the client's investigations by sharing information relating to the incident to enable them to come to a fair and just outcome. Any criminal acts will be reported to the police.

We will not tolerate sexual harassment by one of our employees against a third party. Instances of sexual harassment of this kind may lead to disciplinary action, including termination of employment.

We can address a third-party case of sexual harassment in several ways. Our approach will vary depending on the severity of the case and preferences of the employee involved, but we will always support and encourage action against sexual harassment.

An informal approach to remedy a complaint regarding a third party could include:

- the individual speaking directly to the third party themselves, expressing that their behaviour is not acceptable and asking them to stop
- a member of the HR team or a member of management having an informal conversation with the third

- party on behalf of our employee
- a member of the HR team or a member of management arranging a mediated conversation between our employee and the alleged third-party harasser

The formal approach to address a complaint regarding a third party would be to use our formal company grievance procedure.

## Monitoring and review

Our sexual harassment policy, training and risk assessment is reviewed annually and, if necessary, amended to ensure that it remains effective. We analyse data around allegations of bullying or harassment (in compliance with our data protection obligations) on an ongoing basis to assess the impact of this policy and our wider equality, diversity, and inclusion strategy. Other ways in which we monitor and evaluate the effectiveness of this policy are below:

- Logging all reported incidents
- Survey our employees anonymously and regularly
- Follow up after any reported incidents to share any lessons learned and raise awareness
- Review policies, procedures and training regularly
- Regular risk assessments

## Record-keeping

We process personal data collected in relation to bullying or harassment complaints in accordance with our data protection policy. Data collected in relation to the investigation of bullying or harassment complaints is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to the complaints and conducting an investigation.

Any inappropriate access or disclosure of employee data in accordance with our GDPR Data protection policy should be reported promptly, as this constitutes a data protection breach. It may also constitute a disciplinary offence, which we will deal with under our disciplinary procedure.

Signed for on behalf of the Supplier

Signature..... Date.....

Position..... Company Name.....