



CANARY WHARF
GROUP PLC

Canary Wharf Group

Supplier Code of Conduct

Version 2.0 approved by Chief Financial Officer – Becky Worthington

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Next Review - January 2025



Canary Wharf Group Supplier Code of Conduct

Introduction

To ensure that we jointly develop and future-proof long-term partnerships with our supply chain, Canary Wharf Group ("CWG") has established a Supplier Code of Conduct ("Code") that outlines the responsibilities of CWG suppliers ("Supplier") regarding but not limited to social, environmental, and ethical compliance.

The goal of the Code is to encourage and secure equitable working conditions as well as responsible handling of social, ethical, and environmental concerns throughout the CWG supply chain.

We are committed to using ethical business methods which are backed by the CWG values and actions outlined below:

- **Excellence** - commit to achieving the best with integrity
- **Engagement** - develop our people, our communities, our stakeholders and our sustainable environments and be exceptional while respecting others
- **Collaboration** - make use of our vast experience and knowledge to work effectively together
- **Ownership** - take responsibility and pride in what we deliver. Everyone has the opportunity to make a difference
- **Innovation** - embrace change and encourage innovation

The Code and Our Commitment to You

Where applicable, the term "Supplier" in this Code includes the Supplier's employees, contractors, and agents. The applicable contracting company as well as all other CWG group firms that gain from the given goods and services are included in any references to CWG.

The Supplier is required to abide by all applicable laws, rules, and regulations in every nation where it conducts business.

The Supplier is responsible for making sure that all its suppliers and subcontractors who are involved in providing goods and services to CWG abide by this Code.

We acknowledge that some Suppliers may have complementary supply chain policies and reporting systems. We aim to limit the demands that may be placed on the businesses we choose to work with. Where these policies or systems already exist, we will collaborate with you to capture and report relevant data. Otherwise, we expect you to adopt the provisions of this Code, as updated from time to time.

We will collaborate with you to identify organisations and initiatives to support you in achieving compliance with the provisions of the Code. We will share best practice where we see it and work with you on any lessons learned, including Section 106 planning obligations where applicable.

In addition, East London Business Place (ELBP), a partnership CWG supports, is a supply-chain brokerage organisation which develops the business-competitiveness of small, medium and micro enterprises (SMMEs) that we look to connect with our wider supply chain.



Sustainability

CWG are committed to collaborating with supply chain partners who share our ambition to tackle the climate and biodiversity crisis we face whilst having a positive impact on people. CWG has related targets including an ambition to be net zero carbon by 2030.

The supplier shall comply with relevant legislation and standards. The supplier shall have an environmental management system which is used to manage, maintain, and keep current all necessary environmental permissions, approvals, and registrations.

Where possible, the supplier shall procure materials from certified sustainable sources. For example, all timber must be approved by the Forest Stewardship Council or programme for their endorsement of forest certification.

With CWG's ambition to be net zero by 2030 and a legislative requirement to be by 2050, we request suppliers capture, monitor and report the greenhouse gas emissions and, where possible, reduce and eliminate them. By Q2 2023 CWG requires suppliers to set a commitment to have a Science Based Target. By close of 2023, CWG wishes to work only with suppliers who have a Science Based Target. For more information contact sustainability@canarywharf.com.

Implementing Strict Health & Safety Regulations

Canary Wharf Group is committed to ensuring the highest level of health & safety standards, across its operations, at all times. Suppliers agree to establish, in line with international standards and domestic legislation, a safe and healthy working environment for all their employees, subcontractors, and other parties who may be impacted by the Suppliers' activities.

The Supplier shall establish procedures to guarantee that health and safety obligations, including written health and safety information and warnings, are communicated and applied to parties under its control, in their primary language.

In order to respond to accidents, health issues, and other emergency situations, the Supplier must make sure that it has health and safety systems in place, including a written health and safety policy (if it has five or more employees). The provider must have systems and processes in place for documenting, investigating, and applying lessons learned from incidents, near misses and emergency circumstances.

The Supplier shall have procedures in place and shall use them to guarantee that each of its workers (including subcontractors) is qualified and competent to perform their duties. Employees of the Supplier will be provided with equipment and personal protective equipment at no cost to the Employee.

Upholding Employees' Rights and Labour Standards

The Supplier shall prohibit any sort of harassment, including intimidation, threats, and physical or verbal abuse. Every employee deserves to be treated with respect and dignity.

Employee humiliation and corporal punishment are expressly prohibited by CWG Suppliers, their subcontractors, and business partners. The Supplier is responsible for the workers hired by an outside contractor, and this Code applies to them.

The same rights apply to migrant workers as to native workers. Any sort of corruption on the part of the employer against local or migrant staff is not tolerated by CWG. The employer is responsible for paying any commissions or other costs associated with the employment of migrant workers.



Prevention of Forced or Compulsory Labour

No kind of forced or compelled labour, slavery, or human trafficking is tolerated by CWG, including the utilisation of prison labour to provide services. The Supplier won't employ any illegal labour as that term is defined by local law.

On request, Suppliers will grant CWG access to conduct spot checks of their policies and procedures to prevent forced labour in their supply chain while also adhering to the Modern Slavery Act 2015's provisions.

The Supplier shall provide each of its employees with an employment contract which contains a reasonable notice period. The Suppliers' employees shall be entitled to leave work or terminate their employment with reasonable notice.

The Supplier shall not require employees to surrender any government issued identification passports or work permits as a condition of employment.

Prevention of Child Labour

CWG will not tolerate the use of child labour. No person shall be employed who is below the minimum legal age for employment. Together, we acknowledge that, according to the UN Convention on the Rights of the Child, a person is a child until the age of 18.

No person below the age of 16 (compulsory school leaving age) should be employed by a Supplier.

Children may not work in dangerous or night-time jobs or jobs that are incompatible with their personal, physical, mental, moral, or social development, such as manual labour.

In the case that the Supplier learns that a child is employed, the child's best interests must come first. When necessary, the Supplier will work with outside authorities to support and/or implement policies and programs that help any children who are discovered to be engaged in child labour.

Working Hours

The Supplier must comply with national legislation on working time. Each employee's working week should not exceed 60 hours per week including overtime. The Supplier shall grant its employees the right to paid annual leave and shall not operate exclusive zero hours contracts.

The Supplier shall ensure employees are allowed appropriate breaks during the working day. The Supplier shall allow each of its employees at least one day off following every six consecutive working days.

Wages

All Suppliers should pay their employees the Living Wage or the London Living Wage should be provided for service provider employees working in our spaces. 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.

Discrimination

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, medical condition, social origin, social or marital status and union membership.

When dealing with clients, subcontractors, and when supplying any CWG asset, the Supplier shall uphold a high standard of engagement.

Anti-bribery, Corruption, Fraud and Money Laundering

Bribery, including unlawful offers or payments to or from employees, customers, suppliers, organizations, or persons, is prohibited. Employees of the Supplier must be aware of the policy and understand how to abide by its rules. The Supplier must have an anti-bribery policy that outlines zero tolerance to any type of bribery or corruption within their organization, including the facilitation of payments.

The Supplier shall act in accordance with all applicable international standards and laws on tax compliance, fraud and money laundering.

Community engagement & apprenticeships

The Supplier is encouraged to engage with CWG in community projects where it makes sense for their organisation to do so and to partner with CWG create positive social impact with our communities aligned to our social value strategy. The Supplier will be proactive in providing local businesses with chances to work and interact, as necessary.

Where appropriate, the Supplier will promote or support apprenticeship programmes that adhere to the laws and regulations in force and collaborate with educational institutions to fill skills gaps.

The Supplier will engage with CWG in local supplier days or skills fairs, where appropriate.

Conflict of Interest, Whistleblowing and Privacy

Any conflicts of interest or circumstances that could be construed as conflicts of interest must be avoided by the Supplier. Any situations involving actual or apparent conflicts, such as a direct financial or personal interest in a business decision or Supplier selection, must be immediately reported by the Supplier to the Director of Group Procurement at CWG.

The Supplier must notify any director, employee, or representative of CWG in advance of any commercial arrangement that would conflict with that party's obligations to CWG.

The Supplier shall adopt an internal anonymous complaint workplace grievances and whistle blowing procedure to the highest ethical standards in line with applicable laws and regulations. The Supplier shall comply with all applicable data privacy laws in relation to its use processing and storage of personal data.

Compliance and Corrective Action

The Supplier acknowledges, agrees to and assumes entire responsibility for full compliance with this Code. CWG will review this Code on a periodic basis to ensure that it remains effective and relevant.

Any activities that do not meet the requirements of this Code must be identified, corrected, and the continuous compliance must be monitored by the Supplier.



Any major violations of this Code must be immediately reported by the Supplier to the Director of Group Procurement at CWG, and a rehabilitation programme must be agreed upon between the Supplier and CWG.

CWG reserves all its legal rights and remedies if this Code is violated, which may be viewed as a significant breach of the terms of any associated contract.

The Supplier consents to such disclosure, and CWG may disclose the status (or extent of) the Supplier's compliance with this Code in its reporting.

The Supplier shall take reasonable efforts to ensure that their lower-tier suppliers do the same and shall permit CWG reasonable access to all pertinent information, personnel, and facilities for the purposes of evaluating performance in accordance with this Code. On behalf of CWG, audits may be carried out by CWG, its representatives, or a neutral third party.

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