

# Supplier Code of Conduct

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**Committee Sign-off**  
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**Motability  
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# 1. About this policy

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers are of key importance to Motability Operations Limited (“Motability Operations”). These core principles are reflected in this Supplier Code of Conduct (**the “Code”**), which establishes the minimum standards and behaviours that Motability Operations expects of its suppliers

## 2. Definitions and scope

2.1 In this Code:

- 2.1.1 Supplier means a company, partnership or individual that provides services to Motability Operations
- 2.1.2 Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

## 3. Compliance with the code and awareness

The Supplier shall comply with the Code and shall ensure that its Workers where necessary and appropriate are aware of this Code and comply with it.

## 4. Suppliers commitment

The Supplier agrees that:

- 4.1.1 it will comply with the requirements in this Code;
- 4.1.2 it has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance; and
- 4.1.3 any breach of this Code will allow Motability Operations to enforce the rights set out in paragraph 15 of this Code.

## 5. Compliance with laws, regulations and competing standards

5.1 In carrying out its agreement(s) with Motability Operations, the Supplier shall, in addition to complying with the standards set out in this Code, comply with:

- 5.1.1 all applicable UK laws and regulations including but not limited to the laws and regulations relating to issues addressed in this Code;
- 5.1.2 the internationally recognised standards and guidelines on human rights which include, but are not limited to, the UN Universal Declaration of Human Rights, the UN Guiding

## 6. Updating this code

Motability Operations may modify this Code from time to time by giving the Supplier at least 90 days' notice in writing (writing includes email).

## 7. Workforce issues

- 7.1 Slavery, human trafficking and child labour. The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015 in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour;
- 7.2 Human rights. The Supplier shall comply with all internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force in any part of its supply chain;
- 7.3 Equal opportunities. Motability Operations is an equal opportunities employer and seeks to work with like-minded suppliers. Suppliers shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than a Worker's ability to perform the job subject to any accommodations required or permitted by law;
- 7.4 Freedom of association and collective bargaining. The Supplier shall respect, and shall not interfere with, the right of Workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining;
- 7.5 Working environment. The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace

hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide Workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work; and

7.6 Wages and remuneration. The Supplier must compensate all Workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- 7.6.1 the minimum wage and benefits established by applicable law;
- 7.6.2 collective agreements; and
- 7.6.3 industry standards.

## 8. Data protection and information security

8.1 To the extent applicable the Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on Motability Operations' behalf.

8.2 The Supplier shall have in place appropriate measures to:

- 8.2.1 protect the integrity and confidentiality of information (including information belonging to or supplied by Motability Operations) held on its systems (which include physical and online or electronic systems); and
- 8.2.2 ensure that there is no unauthorised access of the information by third parties.

## 9. Environmental responsibility

9.1 The Supplier shall ensure that its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) climate change, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;

9.2 The Supplier shall have a suitable process in place for managing its environmental risks. As a minimum, the process should include and address the following:

- 9.2.1 an assessment of the environmental impact of all current and likely future operations;
- 9.2.2 steps to continuously improve environmental performance, reduce pollution, emissions and waste;
- 9.2.3 measures to reduce the use of all raw materials, energy and supplies; and

9.2.4 raising awareness and training workers in environmental matters.

## 10. Bribery and corruption

10.1 The Supplier shall comply with all applicable laws, statutes and regulations relating to the prevention of bribery and corruption (including but not limited to the Bribery Act 2010). To that end, the Supplier shall not accept, offer, promise, pay, permit or authorise:

10.1.1 bribes, facilitation payments, kickbacks or illegal political contributions;

10.1.2 money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or

10.1.3 any other unlawful or improper payments or benefits.

10.2 The Supplier shall notify Motability Operations as soon as possible of any familial or other close personal relationship which it becomes aware of and which may influence its engagement with Motability Operations.

## 11. Unfair business practices

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998).

## 12. Training

The Supplier shall implement a briefing mechanism for its Workers to ensure that they are aware of the requirements of this Code.

## 13. Certifying compliance and audit

13.1 The Supplier shall provide written confirmation to Motability Operations on request, however not more than once in any 12 month period that:

13.1.1 it has appropriate systems in place to monitor its compliance with this Code; and

13.1.2 it is able to comply with this Code for the duration of its relationship with Motability Operations.

13.2 The form of confirmation required by paragraph 13.1 is as set out in Schedule 1 to this Code.

13.3 The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate

compliance with all applicable laws and frameworks within 30 days of a written request from Motability Operations.

In addition to the written confirmation at paragraph 13.1, Motability Operations may conduct audits and inspections to verify the Supplier's compliance with this Code. Motability Operations has no obligation to conduct such audits or inspections.

## **14. Self-monitoring and reporting breaches**

14.1 The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible to the Company Secretary of Motability Operations.

14.2 The Supplier shall not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of this Code or questionable behaviour, or who has sought advice regarding this Code

## **15. Breach, remediation and termination**

15.1 Where Motability Operations becomes aware of a breach of this Code by the Supplier or its Workers, Motability Operations will require the Supplier to produce a remediation plan, which will be sent to Motability Operations within 30 days of the Supplier being notified of the breach of the Code. That remediation plan should:

- 15.1.1 specify the actions the Supplier will take that will lead to compliance with the Code; and
- 15.1.2 ensure that whatever actions need to be taken to ensure compliance with the Code will not affect the services which are provided to Motability Operations by the Supplier.

If the Supplier fails to produce the remediation plan within the timeline stated in paragraph 15.1, or it fails to implement it within a reasonable time, Motability Operations may in its absolute discretion:

- 15.1.3 immediately terminate its business relationship with the Supplier (including any contracts); or
- 15.1.4 provide the Supplier with support and resources to assist with remediation.

# 16. Version control

## Change log

Version	Author	Date of revision and publication
1.0	Legal Services	1 January 2025
2.0		
3.0		
4.0		
5.0		
6.0		

## Sample compliance certificate:

As required by Motability Operations Limited Supplier Code of Conduct (Code), [SUPPLIER NAME] certifies that:

- We are complying with the requirements in the Code as of [DATE].
- We have appropriate systems in place to ensure our own and our suppliers' continued compliance with the Code.

Signed by:

Signed: .....

[NAME OF SIGNATORY] on behalf of [SUPPLIER]

Date: .....

Please send a copy of this certificate to your Business Owner at Motability Operations





For further information contact:  
Legal Services  
[legalservices@mo.co.uk](mailto:legalservices@mo.co.uk)

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