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Supplier Code of Conduct

1 Purpose

1.1 Storm Group is committed to conducting business responsibly, ethically and professionally and expects the same standards from organisations and individuals within its supply chain.

1.2 This Supplier Code of Conduct ("Code") sets out the minimum standards expected of suppliers, subcontractors, consultants, service providers and other organisations working with or on behalf of Storm Group.

1.3 The Code is intended to support responsible procurement, ethical business practices, safe working, environmental responsibility, respect for people and appropriate management of information and supply-chain risks.

1.4 The Code should be read alongside applicable Storm Group policies, procedures, contractual documents and project requirements.

1.5 Where a supplier or subcontractor is engaged under a specific contractual agreement, that agreement will set out the contractual obligations applicable to the relevant work. This Code establishes the general standards expected across Storm Group's supply chain.

1.6 Where this Code is incorporated into a contract, provisions expressed as "shall" constitute contractual obligations to the extent applicable to that contract. Provisions expressed as "should", "are encouraged" or "are expected" are guidance or standards of good practice and shall not create a separate contractual obligation unless expressly stated otherwise in the applicable contract.

2 Scope

2.1 This Code applies to organisations and individuals supplying goods, services, labour, professional services or other support to Storm Group.

2.2 This includes, where applicable:

- suppliers;
- subcontractors;
- trade contractors;
- labour providers;
- consultants;
- professional advisers;

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- manufacturers;
- distributors;
- service providers; and

other organisations within Storm Group's supply chain.

2.3 Suppliers are expected to communicate the relevant principles of this Code to their own employees, workers, agents and supply-chain partners where appropriate.

2.4 Storm Group may consider compliance with this Code when approving suppliers, awarding work and reviewing ongoing supplier performance.

3 Compliance with Law and Regulations

3.1 Suppliers shall comply with all applicable laws, regulations, statutory requirements and relevant regulatory obligations relating to their business and the goods or services supplied to Storm Group.

3.2 Suppliers shall maintain any licences, registrations, approvals, certifications and authorisations required for their business and the services they provide.

3.3 Suppliers shall operate honestly and transparently and shall not knowingly assist another person or organisation to breach applicable law.

3.4 Where a supplier becomes aware of a significant legal, regulatory or compliance issue which may affect Storm Group, its clients, projects or the supplier's ability to perform its obligations, it shall notify Storm Group promptly.

4 Health, Safety and Wellbeing

4.1 Suppliers shall provide and maintain safe working conditions for their employees, workers, visitors and other persons who may be affected by their activities.

4.2 Suppliers shall comply with applicable health and safety legislation and relevant industry standards.

4.3 Suppliers shall identify hazards, assess risks and implement appropriate control measures.

4.4 Where applicable to their activities, suppliers shall provide:

- suitable risk assessments;
- method statements;
- safe systems of work;
- appropriate training;
- competent supervision;
- suitable personal protective equipment;
- appropriate plant and equipment controls; and
- suitable emergency arrangements.

4.5 Suppliers shall report serious incidents, accidents, dangerous occurrences and significant health and safety concerns promptly to Storm Group where they relate to Storm Group's work, people, sites or clients.

4.6 Suppliers shall cooperate with Storm Group and other relevant dutyholders on health and safety matters.

4.7 Suppliers shall not knowingly undertake work where there is an uncontrolled risk of serious injury.

5 5. Quality and Product/Service Standards

5.1 Suppliers shall provide goods and services which meet the agreed specification, quality requirements, applicable standards and legal requirements.

5.2 Suppliers shall maintain appropriate quality-control arrangements for the goods and services they provide.

5.3 Suppliers shall use suitable materials, products, equipment and processes and shall not knowingly substitute agreed products or services without appropriate approval.

5.4 Suppliers shall promptly notify Storm Group of any actual or suspected defect, non-conformance, product failure or other issue which may affect quality, safety, performance or compliance.

5.5 Suppliers shall cooperate with reasonable inspections, testing, audits and corrective-action requirements.

5.6 Suppliers are encouraged to identify opportunities to improve quality, efficiency and customer outcomes.

6 Environmental Responsibility

6.1 Suppliers shall comply with applicable environmental legislation and relevant environmental requirements.

6.2 Suppliers should take reasonable steps to:

- prevent pollution;
- reduce waste;
- reuse and recycle materials where practicable;
- use energy and resources efficiently;
- minimise unnecessary emissions;
- prevent contamination of land and water; and
- consider environmental impacts within their own supply chains.

6.3 Suppliers shall handle, store, transport and dispose of waste lawfully.

6.4 Suppliers shall maintain appropriate records where required to demonstrate lawful waste and environmental management.

6.5 Suppliers shall notify Storm Group promptly of any significant environmental incident connected with their work for Storm Group.

6.6 Where a project has specific environmental or sustainability requirements, suppliers shall cooperate with those requirements.

7 Modern Slavery & Human Rights

7.1 Storm Group has zero tolerance for modern slavery, forced labour, human trafficking and exploitation.

7.2 Suppliers shall comply with the Modern Slavery Act 2015 and all other applicable legislation relating to modern slavery, forced labour and human trafficking.

7.3 Suppliers shall not use forced, bonded, trafficked or involuntary labour.

7.4 Suppliers shall not employ children in circumstances prohibited by law.

7.5 Suppliers shall respect the dignity and human rights of employees and workers and shall not permit:

- slavery;
- servitude;
- forced or compulsory labour;
- human trafficking;
- unlawful child labour;
- unlawful discrimination;
- harassment;
- intimidation; or
- abusive treatment.

7.6 Suppliers shall take proportionate steps to identify and manage modern-slavery risks within their own supply chains.

7.7 Suppliers shall notify Storm Group promptly of any actual or suspected modern slavery or human-trafficking concern connected with the supply of goods or services to Storm Group.

8 Equality, Diversity & Inclusion

8.1 Suppliers shall treat people fairly, respectfully and with dignity.

8.2 Suppliers shall comply with applicable equality and anti-discrimination legislation.

8.3 Suppliers shall not unlawfully discriminate on the basis of protected characteristics or any other characteristic protected by law.

8.4 Suppliers shall not tolerate harassment, bullying or victimisation.

8.5 Suppliers are encouraged to promote inclusive working practices and equal opportunities within their organisations.

9 Business Ethics, Anti-Bribery and Fraud

9.1 Suppliers shall conduct business honestly, fairly and transparently.

9.2 Suppliers shall comply with the Bribery Act 2010 and other applicable anti-bribery and anti-corruption legislation.

9.3 Suppliers shall not offer, promise, give, request or accept a bribe, improper payment, facilitation payment or other improper advantage.

9.4 Suppliers shall not engage in fraud, false accounting, deliberate misrepresentation or other dishonest conduct.

9.5 Suppliers shall disclose any actual or potential conflict of interest which could affect their relationship with Storm Group.

9.6 Suppliers shall maintain appropriate controls proportionate to the size and nature of their business to prevent bribery, fraud and corruption.

10 Information Security & Data Protection

10.1 Suppliers shall protect confidential, commercially sensitive and personal information obtained through their relationship with Storm Group.

10.2 Suppliers shall comply with applicable data-protection legislation, including the UK GDPR and Data Protection Act 2018 where applicable.

10.3 Suppliers shall maintain appropriate technical and organisational measures to protect information against:

- unauthorised access;
- loss;
- theft;
- alteration;
- disclosure; and
- misuse.

10.4 Access to Storm Group or client information shall be restricted to people who require it for legitimate business purposes.

10.5 Suppliers shall use information only for authorised purposes.

10.6 Suppliers shall notify Storm Group promptly of any actual or suspected data breach, cyber incident or other information-security incident which could affect Storm Group, its clients or project information.

10.7 Where a supplier processes personal data on behalf of Storm Group, appropriate contractual data-processing arrangements shall be put in place where required by law.

11 Competence, Employment and Labour Standards

11.1 Suppliers shall ensure that people carrying out work for Storm Group are suitably competent, trained and supervised for the activities they undertake.

11.2 Suppliers shall maintain appropriate training, competence and qualification records.

11.3 Suppliers shall comply with applicable employment, tax, National Insurance, pension, right-to-work and labour-supply requirements.

11.4 Suppliers shall not knowingly use unlawfully employed labour.

11.5 Where relevant, suppliers shall comply with the Construction Industry Scheme and provide information reasonably required by Storm Group for statutory administration.

11.6 Suppliers shall maintain appropriate arrangements for the welfare and fair treatment of their employees and workers.

11.7 Where work requires specific licences, registrations or qualifications, suppliers shall ensure that those requirements are met.

12 Responsible Supply Chain Management

12.1 Suppliers are expected to take reasonable steps to understand and manage risks within their own supply chains.

12.2 Suppliers should select and manage their own suppliers and subcontractors responsibly and proportionately to the risks involved.

12.3 Where appropriate, suppliers should consider:

- modern slavery;
- human rights;
- health and safety;

- environmental impacts;
- ethical business practices;
- quality;
- information security; and
- legal compliance.

12.4 Suppliers shall cooperate with reasonable Storm Group requests for information concerning significant supply-chain risks.

13 13. Supplier Performance and Monitoring

13.1 Storm Group may assess and monitor supplier performance on a proportionate, risk-based basis.

13.2 Supplier performance may include consideration of:

- quality;
- health and safety;
- environmental performance;
- delivery;
- reliability;
- competence;
- ethical conduct;
- compliance;
- communication; and
- responsiveness.

13.3 Storm Group may request reasonable evidence of compliance with this Code.

13.4 Suppliers shall cooperate with reasonable supplier assessments, audits, inspections and reviews.

13.5 Where concerns are identified, Storm Group may request corrective action and reasonable evidence that the corrective action has been completed.

13.6 Serious or repeated failure to meet the requirements of this Code may affect supplier approval, future work opportunities or the continuation of the supplier relationship, subject to the applicable contract.

14 Raising Concerns and Reporting

14.1 Suppliers are encouraged to raise genuine concerns about unlawful, unethical, unsafe or inappropriate conduct connected with Storm Group or its supply chain.

14.2 Concerns may include:

- bribery or fraud;
- modern slavery;
- exploitation;
- discrimination or harassment;
- serious health and safety concerns;
- environmental harm;
- misuse of confidential information;
- data or cyber incidents;
- serious quality or compliance concerns; or
- other serious misconduct.

14.3 Suppliers should report concerns promptly through the reporting route communicated by Storm Group.

14.4 Storm Group will treat concerns appropriately and will seek to protect people who raise genuine concerns from retaliation, subject to applicable law.

15 Cooperation and Transparency

15.1 Suppliers shall cooperate reasonably with Storm Group in relation to:

- audits;
- investigations;
- corrective actions;
- information requests;
- quality reviews;
- health and safety matters;
- environmental matters; and
- compliance reviews.

15.2 Suppliers shall provide information that is accurate, complete and not knowingly misleading.

15.3 Where a supplier becomes aware of a significant issue that could materially affect its ability to supply Storm Group, it shall notify Storm Group promptly.

Supplier Code of Conduct

16 Compliance with this Code

16.1 Suppliers are expected to comply with this Code and to maintain standards consistent with its requirements.

16.2 Where a supplier is required by contract to comply with this Code, compliance shall form part of the supplier's contractual obligations.

16.3 Where a supplier is not subject to a specific contractual requirement incorporating this Code, Storm Group may nevertheless use the Code as part of its supplier approval and performance-management process.

16.4 Where Storm Group identifies a significant concern, it may request an explanation, supporting information or corrective action.

16.5 Serious or repeated failure to meet the requirements of this Code may result in:

- corrective action;
- additional monitoring;
- suspension of supplier approval;
- removal from the Approved Supplier Register;
- restriction of future work opportunities; or
- contractual action where applicable.

16.6 Any contractual remedy or termination shall be governed by the applicable contract.

17 Acceptance

17.1 By accepting work from Storm Group, suppliers are expected to operate in accordance with this Code.

17.2 Where this Code is expressly incorporated into a Purchase Order, subcontract, supplier agreement or other contractual document, the supplier shall comply with the Code in accordance with that contractual arrangement.

17.3 Suppliers shall communicate relevant requirements of this Code to their employees, workers and relevant supply-chain partners.

17.4 Suppliers shall cooperate with Storm Group's reasonable processes for monitoring compliance with this Code.

18 Review and Updates

18.1 Storm Group may review and update this Code from time to time to reflect changes in legislation, industry standards, business requirements or responsible-supply-chain expectations.

18.2 Where this Code is contractually incorporated into an existing agreement, any amendment shall take effect in accordance with the terms of that agreement.

18.3 The current approved version of the Code shall be maintained within Storm Group's controlled document system.

18.4 Where this Code has been incorporated into a contract, any subsequent amendment or updated version shall not form part of that contract unless it is incorporated or agreed in accordance with the amendment provisions of the applicable contract.

Related Documents

The documents listed below are provided for reference and relationship purposes only. They are not incorporated into any Subcontract solely by being listed in this section. A document shall only form part of a Subcontract where it is expressly incorporated in accordance with the applicable contractual documents.

- POL-001 — Quality Policy
- POL-002 — Health, Safety & Wellbeing Policy
- POL-003 — Environmental & Sustainability Policy
- POL-005 — Business Ethics, Anti-Bribery & Fraud Policy
- POL-006 — Modern Slavery & Human Rights Policy
- POL-007 — Information Security Policy
- POL-008 — Data Protection & Privacy Policy
- PRO-004 — Procurement & Supplier Management Procedure
- REG-004 — Approved Supplier Register
- TMP-009 — Supplier Assessment Form
- COR-002 — Subcontract Agreement, where applicable
- applicable Purchase Orders, specifications, Site Rules and project requirements.