



Humberside Fire and Rescue Service’s Supplier Code of Conduct

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# **About This Code**

Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of workers are of paramount importance to Humberside Fire and Rescue Service (‘HFRS’). These core principles are reflected in this Supplier Code of Conduct (the ‘Code’), which establishes the minimum standards that must be met by any entity that supplies products or services to HFRS or Humberside Fire Authority (‘HFA’).

HFRS has also adopted the Core Code of Ethics for Fire and Rescue Services, and is committed to following its ethical principles, which are reflected, therefore, in this Code.

# **Definitions and Scope**

**In this Code:**

Supplier means a company, partnership or individual that provides goods or services to HFRS or HFA.

Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.

Representative means the Supplier's suppliers, agents, and subcontractors who are involved in HFRS's supply chain.

HFRS means HFRS and/or HFA, unless the context otherwise dictates.

# **Who must comply with this code?**

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

The Supplier shall also ensure that its suppliers and subcontractors comply with this Code, if they are involved in supplying HFRS. Subcontracts should contain an obligation upon the subcontractor to comply with this Code. See paragraph 8 for more on how the Supplier should manage its Representatives.

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| --- |
| **Supplier's commitment**The Supplier agrees that:* It will fully comply with the requirements in this Code, set out below.
* It has appropriate systems in place to ensure continuous compliance by itself and its Representatives, and to demonstrate such compliance; and that, on reasonable notice, it will evidence compliance.
* Any breach of this Code will allow HFRS to terminate its relationship with the Supplier with immediate effect.
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# **1. Compliance with laws and regulations and priority of standards**

In carrying out its agreement(s) with HFRS, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable UK laws and regulations (and if applicable, the laws and regulations of any other jurisdiction where it or its Representatives operate) including but not limited to the laws and regulations relating to issues addressed in this Code.

Competing standards shall be addressed as follows:

1. If there is a conflict between any applicable laws or regulations, the provisions of an agreement with HFRS and the provisions of this Code, the Supplier shall meet the most stringent standard.
2. If there is a conflict between the provisions of an agreement with HFRS and the provisions of this Code, the Supplier shall meet the more stringent standard.

# **2. Updating this Code**

HFRS has the right to modify this Code from time to time on giving the Supplier at least 30 days' notice in writing (which includes email).

# **3. Workforce issues**

**Slavery, human trafficking and child labour:**

The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes (such as the Modern Slavery Act 2015) from time to time in force, in all parts of its supply chain. This includes not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

**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.

**Equal opportunities**:

HFRS is an equal opportunities employer, and Suppliers shall not discriminate in hiring, paying, training, promoting, etc. any employee based on race, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, political affiliation, or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

**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.

**Health and safety**:

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.

If working on HFRS’s premises, the Supplier shall comply with HFRS’s Health and Safety Policy Statement.

**Wages and remuneration**:

The Supplier must compensate all Workers with wages and benefits that:

1. Meet the minimum wage and benefits standards established by applicable law.
2. Comply with collective agreements.
3. Comply with industry standards; and
4. Are an amount sufficient to cover basic living requirements.

# **4. Data protection and information security**

The Supplier shall comply with all data protection laws and requirements (including the UK GDPR) when processing any personal data on HFRS’s behalf.

The Supplier shall have in place appropriate measures to:

1. Protect the integrity and confidentiality of information (including information belonging to or supplied by HFRS) held on its systems (which include physical and online or electronic systems); and
2. Ensure that there is no unauthorised access of the information by third parties, including its Representatives.

# **5. Behaviours**

The Supplier shall use its reasonable endeavours to act in line with the behaviours described in HFRS’s Core Code of Ethics, at Core code of ethics | Humberside Fire.

For example, it will: put the interests of the public, communities and service users first; treat people with dignity and respect, without discrimination; act with integrity; be open and honest; be accountable for its behaviour and decisions; and challenge behaviour that falls short of the highest standards.

# **6. Environmental Responsibility**

The Supplier shall ensure that:

1. 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.
2. The goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
3. It will only use packaging materials that comply with all applicable environmental laws and treaties.

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

1. An assessment of the environmental impact of all historical, current and likely future operations.
2. Steps to continuously improve environmental performance, reduce pollution, emissions and waste.
3. Measures to reduce the use of all raw materials, energy and supplies; and
4. Raising awareness and training workers in environmental matters.

In addition, the Supplier shall support HFRS’s Sustainability Strategy 2025 - 2030. Such strategy can be summarised as follows:

1. It sets out how HFRS and its partner organisations will contribute towards achieving the United Nations’ 17 Sustainable Development Goals (THE 17 GOALS | Sustainable Development).
2. It aims to minimise the energy usage, water usage, and waste, at HFRS’s locations.
3. It aims to change behaviours and embed best practice.

HFRS has designated teams, which have responsibilities as follows:

1. The Asset Management Team drives environmental initiatives (e.g. initiatives promoting the reduction of travel, paper usage, single use plastics, etc.) and communicates the Sustainability Strategy to staff, contractors and suppliers.
2. The Procurement Team assesses suppliers’ compliance with HFRS’s Environmental Policy (Operational) and works with them towards improving environmental sustainability.
3. The Contract Managers ensure that suppliers are meeting their contractual obligations.
4. The Catering Team is responsible for reducing the use of single use plastic in food packaging, reducing food waste, sourcing food locally, using in-season products, encouraging the eating of plant-based alternatives to meat, discouraging the use of take-away services, composting waste, etc.
5. All HFRS staff and contractors are responsible for reducing their individual energy usage and waste.

# **7. Bribery and Corruption**

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

1. Bribes, facilitation payments, kickbacks or illegal political contributions.
2. Money, goods, services, entertainment, employment, contracts or other things of value, to obtain or retain improper advantage; or
3. Any other unlawful or improper payments or benefits.

In addition, the Supplier shall comply with HFRS’s Anti-Fraud and Corruption Policy. Such policy can be summarised as follows:

1. HFRS has a zero-tolerance approach to bribery and corruption, and will take action, including criminal action, where appropriate.
2. HFRS recognises that there is a risk of bribery or corruption when it is awarding contracts, accepting or giving gifts, and managing conflicts of interest.
3. HFRS has controls in place, such as policies, overseen by its Procurement Team and Governance and Risk Team.
4. Bribes that are given are known as ‘active bribery’ and bribes received are ‘passive bribery’.
5. A bribe can be given before or after the award of a contract.
6. Examples of bribes include: a developer agrees to pay additional sums to a land owner in respect of land clearance costs, after it has won a land bid.
7. The potential implications for HFRS include reputational damage, loss of donors, being debarred from government funded contracts, fines and lawsuits.
8. HFRS operates a Whistleblowing Policy (available at Our policies | Humberside Fire), which protects those who report concerns. Staff must not indicate their suspicions to the person suspected of bribery and must report concerns immediately to HFRS’s Executive Director Governance and Compliance.

# **8. Unfair Business Practices**

The Supplier shall comply with all applicable competition laws (including but not limited to the Competition Act 1998), including but not limited to those relating to teaming and information sharing with competitors, price fixing and rigging bids.

# **9. Procuring and Managing Representatives**

When assessing the Supplier's performance against the requirements set out in this paragraph, HFRS shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.

The Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of HFRS's upstream supply chain. At a minimum, this must include:

1. Investigations into prospective Representatives' stance, public statements, compliance with applicable laws and other actions on human rights, treatment of workers, bribery, ethical behaviour, and the environment.
2. Risk assessments for countries from which materials, components or finished goods are sourced; and
3. The prospective Representative's ability to meet the requirements and principles that are covered in this Code.

In its dealings with Representatives, the Supplier shall:

1. Ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code, having due regard to the risk profile of the transaction, the Representative's ability to comply with those provisions and the consequences where the Representative fails to meet those requirements.
2. Ensure that it has measures to monitor that those Representatives are complying with those compliance-related provisions and that it has systems in place to address any deficiencies or breaches of those requirements; and
3. Pay its Representatives promptly, with the maximum payment period being in line with the government or industry standard.

# **10. Training**

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

The Supplier shall keep a record of all training offered and completed by its Workers and shall make a copy of such record available to HFRS on request.

# **11. Certifying compliance and audit**

The Supplier shall provide written confirmation to HFRS, upon receipt of this Code and whenever requested by HFRS, that:

1. It is complying with the Code; and
2. It has appropriate systems in place to ensure its own, and its suppliers' and subcontractors’, continued compliance with the Code.

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

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 HFRS.

In addition to the written confirmation at paragraph 10.1, HFRS may conduct audits and inspections to verify the Supplier's compliance with this Code. HFRS has no obligation to conduct such audits or inspections.

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

The Supplier shall monitor its compliance with this Code and shall report any breaches (actual or suspected) as soon as possible to HFRS’s Head of Procurement via email to procurement@humbersidefire.gov.uk.

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.

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

Where HFRS becomes aware of a breach of this Code by the Supplier, or any of its Workers, HFRS may either:

1. Immediately terminate its business relationship with the Supplier (including any contracts); or
2. Require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code and present it to HFRS within 30 days of being requested to do so. If the Supplier fails to produce the remediation plan within this timeframe, or fails to implement it within a reasonable time, HFRS may immediately terminate its business relationship with the Supplier (including any contracts). HFRS may also suspend the business relationship with the Supplier while remediation is ongoing.

Where HFRS becomes aware that a Representative has been involved in an incident (or incidents) that would constitute a breach of any of the requirements under this Code, were they bound directly by it, HFRS may either:

1. Terminate its business relationship with the Supplier (including any contracts); or
2. Require the Supplier to remedy that incident (or incidents) with that Representative. If the Supplier is not able to remedy such incident with that Representative within a reasonable time, HFRS may immediately terminate its business relationship with the Supplier (including any contracts). HFRS may also suspend the business relationship with the Supplier while remediation is ongoing.

# **14. Schedule – Form of Certification**

**Schedule – Form of Certification**

As required by Humberside Fire and Rescue Service’s Supplier Code of Conduct (the ‘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' and subcontractors’, continued compliance with the Code.

Signed by: …………………

Signed: …………………

[NAME OF SIGNATORY] on behalf of [SUPPLIER]

Date: ……………………

Please send a copy of this certificate to [procurement@humbersidefire.gov.uk.]