



Supplier Code of Conduct

R N I B

See differently

Contents

- 3** Introduction
- 3** 1. Employment is freely chosen
- 3** 2. Freedom of association and the right to collective bargaining are respected
- 4** 3. Working conditions are safe
- 4** 4. Sustainable Procurement
- 4** 5. Child labour shall not be used
- 4** 6. Living wages are paid
- 5** 7. Working hours are not excessive
- 5** 8. No discrimination is practised
- 5** 9. Regular employment is provided
- 5** 10. No harsh or inhumane treatment is allowed
- 5** 11. Legal requirements
- 5** 12. No bribery or corruption will be tolerated
- 6** 13. Safeguarding is a priority in service delivery
- 7** 14. Appendix A Definitions
- 7** Contractor
- 7** Contractor Worker
- 7** RNIB Premises

Introduction

As the UK's leading sight loss charity, RNIB is committed to sourcing the highest quality products and services from many countries with diverse cultures and economies.

RNIB is committed to the procurement of these products being carried out in strict accordance with this code of conduct. We expect all our suppliers to work in accordance with this code of conduct. For these purposes "Suppliers" include our contractors and suppliers of goods and services.

Where suppliers breach this Code of Conduct we will try to work with them to improve standards and employee welfare. However, we reserve the right to terminate an arrangement with any Supplier immediately for appropriate transgressions or where there is no willingness to make the necessary improvements.

This code is mandatory and may be subject to audit. In order to achieve this RNIB expects its suppliers to adopt an open attitude to the monitoring activities that will be implemented and to give all cooperation to its own and any third party auditors employed.

1. Employment is freely chosen

- i. There is no forced or compulsory labour in any form, including bonded, trafficked, or prisonlabour*.
- ii. Workers are not required to lodge deposits or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. Freedom of association and the right to collective bargaining are respected

- i. Workers have the right to join or form trade unions of their own choosing and to bargain collectively, and the employer shall adopt an open attitude towards the activities of trade unions and their organisationalactivities.
- ii. Workers representatives shall not be discriminated against and have access to carry out their representative functions in theworkplace.

* RNIB does undertake work with prisoners, however this is not forced and RNIB's work provides training to assist with employment opportunities for these prisoners upon their release.

- i. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of appropriate means for independent and free association and bargaining.

3. Working conditions are safe

- i. A safe and hygienic working environment shall be provided, and adequate steps shall be taken to prevent accidents and injury to health arising out of, or associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- ii. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- iii. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- iv. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- v. The company observing the code shall assign responsibility for health and safety to a senior management representative.

4. Sustainable Procurement

- i. RNIB wishes to share its commitment to ethical procurement with suppliers whose practices conform to applicable ethical standards.

5. Child labour shall not be used

- i. There shall be no recruitment of child labour.
- ii. Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- iii. Children and young persons under 18 shall not be employed at night or in hazardous conditions.

6. Living wages are paid

- i. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event, wages should always be enough to meet basic needs and to provide some discretionary income.
- ii. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- iii. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded.

7. Working hours are not excessive

- i. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection, and that workers shall not be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 days period on average.
- ii. Overtime must be on a voluntary basis; it shall not exceed 12 hours a week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

8. No discrimination is practised

- i. There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

9. Regular employment is provided

- i. To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.
- ii. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home – working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment. Nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

10. No harsh or inhumane treatment is allowed

- i. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.

11. Legal requirements

- i. RNIB is committed to full compliance with the laws and regulations in each location where RNIB conducts business, and will not knowingly operate in violation of any such law or regulation, and will not knowingly use suppliers who violate applicable laws and regulations

12. No bribery or corruption will be tolerated

- i. The offering, paying, soliciting or accepting of bribes or kick-backs, including facilitation payments, is strictly prohibited. A bribe may involve giving or offering any form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit. Bribery can also take place where the offer or giving of a bribe

is made by or through a third party, e.g. an agent, representative or intermediary.

Some examples of bribes are as follows. This is not an exhaustive list:

- gifts, or travel expenses
- the uncompensated use of company services, facilities or property
- cash payments
- loans, loan guarantees or other credit
- the provision of a benefit, such as an educational scholarship or healthcare, to a member of the family of a potential customer/public or government official
- providing a sub-contract to a person connected to someone involved in awarding the main contract; and
- engaging a local company owned by a member of the family of a potential customer/public or government official.
 - i. Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance). Such payments are strictly prohibited.
 - ii. Suppliers, representatives and their employees must comply with all applicable anti-bribery and corruption laws. If no such anti-bribery or corruption laws apply, or are of a lesser standard to that prescribed in the UK Bribery Act 2010, suppliers, representatives and their employees must adhere to the UK Bribery Act 2010.
 - iii. Suppliers and representatives must have in place anti-corruption and bribery procedures to prevent employees or persons associated with its business from committing offences of bribery or corruption. Suppliers and representatives will properly implement these procedures into their business and review them regularly to ensure that they are operating effectively.

13. Safeguarding is a priority in service delivery

This section refers specifically to any Contractor who is invited to or sends a Contractor Worker to an RNIB Premises to deliver services

- i. All Contractors invited to attend RNIB premises or who appoint third party contractors to do the same, shall warrant that at all times and for the purposes of any Contract it is servicing, it has no reason to believe that any worker who is or will be employed or engaged by the supplier in the provision of the Service is barred from the activity in accordance with the provisions of the Working Together 2018 Statutory guidance and The Care Act 2014 which provides Statutory Guidance for safeguarding adults. This places an emphasis on organisational responsibility towards people who work in positions of trust.

- ii. Contractors and Contractor Workers shall at all times and for the purposes of any Contract have in place its own Safeguarding Policy. Should there be no policy in place the Contractor shall agree to abide by RNIB's Safeguarding Policy for Vulnerable Adults and Children (available on request), and report any breach of or departure from the Safeguarding obligation immediately to the nearest designated safeguarding lead or the safeguarding team case manager for RNIB.
- iii. It shall be a condition of any Contract that any person who is or will be employed or engaged by the Contractor and is attending an RNIB premises:
 - a. Shall commit to and adhere with our Contractor Workers Code of Conduct accessing our premises.
 - b. Shall comply with RNIB's Social Media and Mobile Phone Policy (copies available on request).
 - c. That the Contractor worker is aware of and utilises the Contractor and/or RNIB Safeguarding Policy in the provision of the service.
 - d. Where young people or vulnerable adults are present the Contractor Worker will have received regular safeguarding training in line with the Children's and Adults Training Strategy.
- iv. The Contractor, through this Code of Conduct agrees that to the extent that where they are providing a service defined as a Regulated Activity in the Safeguarding of Vulnerable Adults by undertaken through Her Majesty's Government Disclosure and Barring Service. For the duration of any Contract create and maintain a file (physical or electronic) wherein all Safeguarding concerns shall be stored having been raised by any person who is or will be employed or engaged by the Contractor in the provision of the Service, including any such Safeguarding concern where, after review by the Contractor, no further action is taken.

14. Appendix A Definitions

Contractor

A supplier of services involving on premise activity such as building or maintenance services.

Contractor Worker

An individual appointed by the contractor who will undertake on premise activities such as building or maintenance services. Generally such activities would be unsupervised.

RNIB Premises

Any site owned by, leased by or occupied by RNIB employees, volunteers, residents or students.

Head of Procurement – RNIB



RNIB Helpline 0303 123 9999
helpline@rnib.org.uk

Follow us online:



facebook.com/rnibuk



twitter.com/RNIB



youtube.com/user/rnibuk

rnib.org.uk