

O X F O R D

Supplier Code of Conduct

UK Suppliers

2026

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1. Introduction

- 1.1. Acting with integrity is of utmost importance to us, and we aspire to be recognised by our stakeholders as a responsible corporate citizen.
- 1.2. We expect our suppliers to share this commitment. We expect all our suppliers to adhere to these guidelines and to confirm by signing up to this code that they also expect these requirements of their own supply chain, including sub-contractors.
- 1.3. By collaborative working we believe we can jointly have a positive impact on society.

2. Laws and Regulations

- 2.1. Suppliers must comply with all applicable local and national laws, rules, regulations and requirements in the provision of products and services manufactured and provided to OxfordSM. This includes compliance with the International Labour Organisation (ILO) Core Conventions. It is the supplier's responsibility to maintain and enforce these standards within its own supply chain.

3. Underage labour

- 3.1. Suppliers shall ensure that no underage labour has been used in the production or distribution of goods and services to OxfordSM. A “child” is any person under the minimum employment age according to the laws of the country where the product (or parts of) or services are sourced from, or in the absence of law, under the minimum age for completed mandatory education.

4. Forced Labour

- 4.1. Suppliers will not use or tolerate in their supply chain any form of slavery, servitude, indentured, bonded, involuntary prison, military or compulsory labour or any form of human trafficking.
- 4.2. All work must be conducted voluntarily and without threat of any penalty or sanctions.
- 4.3. No worker's government-issued identification, passports or work permits will be retained by the supplier as a condition of work offered.
- 4.4. Workers' rights to leave the workplace after their shift or to terminate their employment after reasonable notice and receive owed salary must be recognised by the supplier. This applies to local and migrant workers.

5. Freedom of Association

- 5.1. Suppliers shall respect the rights of workers to associate or not to associate with any group, as permitted by and in accordance with all applicable local and national laws and freedom of association and collective bargaining. Suppliers shall not interfere with or discriminate against workers choosing to belong to them.

- 5.2. Where the right to freedom of association and collective bargaining is restricted under national law, suppliers will facilitate, not hinder, alternative means of independent and free association and bargaining.

6. Discrimination

- 6.1. An inclusive and diverse work environment is encouraged, with equal opportunities for all workers.
- 6.2. All employees must be treated fairly and not discriminated against in any form of employment.
- 6.3. Suppliers must not discriminate against any employee based on age, gender, sexual orientation, race, ethnicity, colour, disability, religion, political affiliation, union membership, national origin, marital or pregnancy status during any recruitment or employment activities.
- 6.4. Suppliers must commit to a workforce free of any harassment or threat of harassment. Any forms or threats of harassment, physical, mental, sexual or verbal, must be prohibited and not tolerated.

7. Wages and benefits

- 7.1. Wages and benefits must meet legal minimums and industry standards without unauthorised deductions. We expect our suppliers to pay their staff the UK or London Living Wage (if located within London area).

8. Working Hours

- 8.1. Suppliers must ensure working hours comply with national laws and standards and should not expect workers to work (including overtime) in excess of hours set out in relevant working time legislation or other national legal limits unless an opt out has been chosen by the employee with appropriate supporting written evidence.

9. Healthy and Safe Working Conditions

- 9.1. Suppliers must provide safe and clean conditions for workers at sites of working and residential facilities. Clear procedures must be in place to ensure regulated occupational health, safety and wellbeing standards are adhered to.

10. Environment

- 10.1. Suppliers must have clear procedures in place to ensure direct and indirect environmental impacts associated with the goods and services are understood, measured and managed.

11. Business Integrity

- 11.1. Suppliers shall not engage in any form of bribery or corruption or undertake any action that contravenes the OxfordSM Anti-Bribery and Corruption policy.

12. Discipline and Grievances

- 12.1. Suppliers must provide a grievance mechanism to enable their workers to anonymously raise workplace concerns. The mechanism must be transparent, setting out clearly how grievances will be assessed and feedback provided. Workers and their representatives must be informed clearly how the scheme operates, its scope and that it is equally accessible to all workers.
- 12.1. Disciplinary procedures shall be clearly documented, communicated and easily accessible to all workers. All disciplinary matters shall be recorded including evidence that the worker knew and understood what he/she was accused of and given the right to trade union or other appropriate representation at disciplinary meetings which may lead to significant disciplinary penalties or dismissal.

13. Compliance with Code

- 13.1. Suppliers must be able to demonstrate compliance with the OxfordSM Supplier Code of Conduct. This includes documented evidence and the right of OxfordSM or a designated firm to conduct audits. Audits may include facility inspections, the review of supplier records and business practices, and conducting employee interviews.

Signed by: _____

Role: _____

On behalf of: _____

Date: _____