1MC03 Main Works – Contract Lot S1

Supplier Code of Conduct

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C01	*Gareth Evans*		Board Members as per main body of the Code of Conduct	As per main body of the Code of Conduct	Previously this document was only a text on the Procurement Plan
C02	Sarah Pratley	Alistair Cutts – General Counsel Kate Simperingham – In-House Lawyer Nicky Boyce – Head of Procurement	Board Members as per main body of the document	29/04/2026	Annual revision

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SCS JV Supplier Code of Conduct

Foreword – A message from the Managing Director:

At SCS JV, we are committed to conducting our business with integrity, transparency, and respect. Our values are at the heart of everything we do - and we expect similar values from those we work with.

- **Love for Life**
- **One Team Spirit**
- **Passionate about Excellence**
- **Leadership**
- **Act with Integrity and Respect**

This Supplier Code of Conduct sets out the ethical and professional standards we expect from all our suppliers. It reflects our shared responsibility to uphold human rights, promote fair working conditions, and operate in a way that is socially and environmentally responsible.

Working together with Suppliers who align with our values is essential to building lasting, trusted partnerships. I encourage all our Suppliers to read and understand this Supplier Code of Conduct, and to ensure that its principles are upheld throughout your operations and supply chains.

Thank you for your continued partnership and commitment.

Jonathan Morris

SCS JV Managing Director

1. General Principles

The following principles outline the minimum standards of ethical and responsible conduct expected of all Suppliers. In the construction industry, where safety, compliance and integrity are critical, it is essential that SCS JV's supply chain reflects the same high standards.

Upholding these principles helps us deliver projects responsibly, sustainably, and in a way that builds trust with our client HS2, our communities and stakeholders.

1.1 **Legal Compliance**
Suppliers must comply with all applicable laws and regulations.

1.2 **Ethical Conduct**
Suppliers must act with integrity and honesty in all business dealings, avoiding any form of corruption fraud, or unethical behaviour.

1.3 **Employment and Fair Working Conditions**
Suppliers must respect the human rights of all individuals and uphold fair labour practices, including non-discrimination, fair wages, working hours, and the right to freedom of association.

1.4 **Modern Slavery**
Suppliers must conduct due diligence to ensure there is no detriment to human rights within their business and implement appropriate modern slavery due diligence for their own supply chain.

1.5 **Health and Safety**
Suppliers must provide a safe and healthy working environment for their employees and take all necessary steps to prevent workplace injuries and illnesses.

1.6 **Environmental Responsibility**
Suppliers must minimise their environmental impact, manage resources responsibly, and comply with relevant environmental laws and sustainability standards.

1.7 **Conflict of Interest**
Suppliers must avoid situations where corporate, personal, or professional interests conflict with their obligations to SCS JV and must declare any potential conflicts transparently.

1.8 **Confidential Information**
Suppliers must protect confidential information.

1.9 **Data Protection and Information Security**
Suppliers must handle all data—particularly personal data—in a lawful, secure, and responsible manner.

1.10 **Anti-Bribery and Corruption**
Suppliers must not offer, give, solicit, or accept bribes or other improper advantages, whether directly or through third parties including to or from SCS JV staff.

1.11 **Fair Competition**
Suppliers must compete fairly and comply with all applicable competition laws.

1.12 **Security**
Suppliers must comply (and ensure compliance by their supply chain) with the SCS JV Site Access and Security Lot S1 & S2 document.

2. Who does this Supplier Code of Conduct apply to?

2.1 This Supplier Code of Conduct applies to all our Suppliers. The term 'Supplier(s)' includes all organisations (or persons) that do business with SCS JV and includes subcontractors (and their supply chain), service providers, professional service providers, consultants, intermediaries, and agents. It applies not only to the Supplier as an organisation but also to the Supplier's staff.

2.2 SCS JV only works with Suppliers who comply with this Supplier Code of Conduct.

3. Compliance with the Supplier Code of Conduct

3.1 Suppliers must comply with this Supplier Code of Conduct and all applicable laws and regulations. Where the Supplier Code of Conduct sets a higher standard than the applicable laws and regulations, suppliers should follow the higher standard. Where there is a conflict between the Supplier Code of Conduct and applicable law and regulations, the Supplier must inform SCS JV.

3.2 Suppliers must ensure that their own supply chains also adhere to the standards set out in this Supplier Code of Conduct and must not engage subcontractors or third parties without appropriate due diligence.

3.3 Suppliers must implement systems and controls to ensure compliance with this Supplier Code of Conduct and all applicable laws and regulations and ensure that their employees and their own supply chain are holding the same standards as set out in this Supplier Code of Conduct.

3.4 SCS JV reserves the right to monitor and audit Suppliers to ensure compliance with the Supplier Code of Conduct, and this may be conducted by SCS JV representatives or a third party. This right exists throughout the Supplier's engagement and for a period of three years after the termination or expiry of a Supplier's engagement, to ensure their compliance with this Supplier Code of Conduct. Suppliers must provide all necessary assistance to the conduct of any such monitoring or audit.

4. Breaches and consequences

4.1 In the event of any breach of this Supplier Code of Conduct, SCS JV requires Suppliers to take immediate and appropriate action to rectify any breach and to avoid similar breaches in the future.

4.2 SCS JV reserves right to terminate any contract with a Supplier who does not comply with this Supplier Code of Conduct or fails to take sufficient measures to act in line with it.

4.3 SCS JV reserves the right to remove any person who breaches this Supplier Code of Conduct from the project and its sites.

5. Reporting violations

5.1 SCS JV provides a whistleblower reporting route for its staff and Suppliers to report suspected violations of this Supplier Code of Conduct. The SCS JV Ethics and Compliance Team is designated to manage whistleblowing reports and conduct investigations where required.

5.2 SCS JV commits to create a strong ethical culture. Staff, Suppliers, and other stakeholders should feel able to report any misconduct. Individuals who report a suspected misconduct in good faith shall not be subject to retaliation or disciplinary action by their employer, in accordance with the Public Interest Disclosure Act 1998.

5.3 Any suspected violations of this Supplier Code of Conduct should be reported at the earliest possible stage to the SCS JV Ethics & Compliance Officer using one of the following methods:

- online via the SCS JV EthicsPoint - Skanska Costain Strabag Joint Venture
- by phone on 0800 949 6470
- by email to ethics@scsrailways.co.uk

6. Duty to keep records

6.1 To achieve a high level of integrity and transparency within the project, SCS JV requires that all business information be reported fully and accurately. Suppliers are obliged to maintain proper and accurate records in relation to their business with SCS JV.

6.2 SCS JV requires Suppliers to report business information accurately in accordance with 'Generally Accepted Accounting Principles' and follow 'International Financial Reporting Standards' (IFRS).

6.3 SCS JV does not tolerate any kind of fraud or false claims, whether within the project or its Suppliers. Suppliers are obliged to detect and report fraud in relation to their business with SCS JV in accordance with the SCS JV Anti-Fraud Policy and Response Plan.

7. Duty to maintain quality work

7.1 Suppliers must have sufficient controls in place to ensure their work, including products, equipment, resources, and designs, are fully compliant with all design requirements, performance requirements, regulatory obligations, and SCS JV's expectations.

7.2 SCS JV requires suppliers to keep detailed records of their (and their supply chain's) work. SCS JV will not tolerate Suppliers who falsify or amend any records of work and/or materials or conceal any defects or deviations.

8. Health and Safety

8.1 SCS JV expects everyone engaged on the project to hold health and safety in the highest regard, and work together to ensure a healthy and safe working environment.

8.2 Suppliers must ensure that their employees and others in their supply chain are adequately trained and provided with sufficient and proper equipment to carry out their work safely.

8.3 Suppliers must take reasonable steps to ensure their employees are fit to work and are not under the influence of drugs or alcohol, or unable to fulfil their duties because of a health condition. Everyone working on the project is required to comply with the SCS JV Drug and Alcohol (D&A) Policy, and if requested, agree to undertake a D&A test. Anyone who refuses to take a D&A test when requested will not be permitted to remain on site.

8.4 In the event of a health and safety incident, Suppliers (and their staff) must cooperate with the investigation and implement remedial measures to improve the health and safety conditions and prevent similar incidents from happening in the future.

8.5 Everyone who works with SCS JV has the right and obligation to stop unsafe work and report health and safety concerns.

9. Employment and fair working conditions

9.1 SCS JV recognises the Universal Declaration of Human Rights of the United Nations and prohibits any form of human right violations.

9.2 SCS JV values the welfare of individuals working on the project and expects they are employed or engaged on a fair contract with fair wages, working hours, benefits and working conditions which comply with all applicable laws, regulations, contractual obligations, and relevant International Labour Organisation (ILO) Conventions.

9.3 Suppliers should adopt a fair and transparent recruitment process in line with relevant legislation and standards. Any form of coercion or exploitation is strictly prohibited.

9.4 SCS JV recognises employees' rights to form or join trade unions in accordance with applicable laws and regulations.

10. Modern slavery

10.1 Modern slavery includes the use of workers against their will, or who are underage, vulnerable or are forced to work in unacceptable conditions.

10.2 SCS JV does not tolerate any form of modern slavery, human trafficking, forced or compulsory labour and any practices that would restrict the free movement of employees, including unlawful

withholding of wages, no worker-paid recruitment fee, compulsory overtime, bonded labour, and confiscation of identification documents.

10.3 No form of modern slavery is acceptable in our operations or supply chain. Suppliers should conduct due diligence to ensure there is no detriment to human rights within their business and implement appropriate modern slavery due diligence for their own supply chain.

10.4 Suppliers are obliged to report any suspicious modern slavery practices or other forms of human rights violations. Reporting routes are detailed in section 23 of this Supplier Code of Conduct.

10.5 For more information, including details on how to report any concerns, please visit Unseen_UK or refer to the SCS Modern Slavery and Human Trafficking Policy.

11. Respect, diversity, and inclusion

11.1 SCS JV embraces diversity, promotes an inclusive culture, and expects Suppliers to share this same core value.

11.2 SCS JV expects its Suppliers to provide equal treatment and opportunities for staff and not discriminate based on gender, ethnicity, social origin, skin colour, language, disability, religion, age, pregnancy and childbirth, sexual orientation, political conviction, or trade union membership.

11.3 SCS JV does not tolerate any non-inclusive behaviours such as discrimination, bullying, harassment, using offensive language, threatening behaviour, acts of ridicule, inappropriate language and spreading malicious rumours. SCS JV reserves the right to remove any person from the project and its sites who demonstrates non-inclusive behaviours.

11.4 Suppliers must ensure fair and transparent recruitment processes for all staff.

12. Fraud, bribery, and corruption

12.1 SCS JV commits to a high level of integrity and has a zero-tolerance approach to any form of fraud, bribery, and/or corruption. Suppliers must comply with the Fraud Act 2006, the Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023 and all other applicable laws and regulations relating to anti-bribery and anti-corruption, including not doing anything to cause SCS JV to breach such legislation.

12.2 Suppliers must not engage in any form of fraud, bribery, or corruption. Fraud includes (but is not limited to):

- Offences under the Fraud Act 2006 of: fraud by false representation; fraud by failing to disclose information; fraud by abuse of position; participation in a fraudulent business and obtaining services dishonestly; and
- Offences under the Theft Act 1968 of false accounting and false statements by company directors; and

- Offence of fraudulent trading under the Companies Act 2006; and
- Offence under common law of cheating the public revenue.
- Offences under the Bribery Act 2010. This includes (but is not limited to) offering, soliciting or accepting bribes, failing to prevent bribes, or bribing (including seeking to bribe) a public official.
- Facilitation Payments – Suppliers are prohibited from offering, making, or paying any facilitation payments to any third party including, but not limited to, public officials. SCS JV deems a facilitation payment to be an unofficial payment made to encourage the recipient to either carry out, speed up or otherwise avoid a routine task they are obligated to do.
- Charitable Contributions – Suppliers must not make any charitable contributions or pledge any sponsorship either by, on behalf of, or in the name of, SCS JV unless it is stipulated in the contract, or prior written approval is sought from SCS JV.

12.3 The recruitment of consultants and intermediaries must not be misused to provide undue benefits to third parties.

13. Tax evasion and avoidance

13.1 SCS JV does not tolerate any form of tax evasion or avoidance.

13.2 Suppliers must have appropriate measures in place to mitigate the risk of tax evasion or avoidance by their supply chain, such as due diligence.

14. Gifts and hospitality

14.1 Gifts and hospitality could be viewed as a form of bribery or corruption. SCS JV has strict guidelines on the acceptance of gifts and hospitality.

14.2 Suppliers must not offer any gifts or hospitality to any SCS JV staff which falls outside the permitted limits within SCS JV's Gifts and Hospitality Policy. Any gifts and hospitality offered that does not adhere with SCS JV's Gifts and Hospitality Policy must not be offered with the intention to influence business decisions relevant to SCS JV and/or the Supplier.

14.3 A full list of gifts and hospitality that must not be offered or accepted is detailed within the SCS JV Gifts and Hospitality Policy.

14.4 Suppliers must not accept any gifts or hospitality which may improperly influence their business decision in relation to SCS JV.

14.5 SCS JV staff are not permitted to solicit gifts or hospitality from Suppliers. Suppliers must notify the SCS JV Ethics and Compliance Team if any SCS JV staff requests any type of gift and hospitality for their own personal benefit.

15. Fair competition

15.1 SCS JV expects a fair and open competition when awarding contracts to suppliers to bring the best value to the project.

15.2 Suppliers must comply with the Competition Act 1998 and the Enterprise Act 2002 and must not engage in any anti-competitive practices or enter any agreement between businesses which restricts competition such as cover pricing, bid rotation, bid suppression, sharing pricing information or abuse of dominant market positions.

16. Conflict of interest

16.1 A conflict of interest may result in the making of biased business decisions that would be detrimental to the interest of SCS JV. Suppliers must implement appropriate measures to identify and avoid any perceived, potential, or actual conflict of interest that they (or their staff) may have with SCS JV and ensure such conflicts do not impact the business of SCS JV.

16.2 This is an ongoing obligation, and Suppliers must notify SCS JV immediately if they become aware (at any time) of any perceived, potential, or actual conflict of interest as defined in the SCS JV Conflict of Interest Policy.

16.3 Examples of a conflict of interest may include but are not limited to:

- Owners or staff of a Supplier having a personal relationship with SCS JV staff, who could influence a decision to benefit the Supplier.
- Owners or employees of a Supplier are former SCS JV staff, whose knowledge could bring an unfair benefit to the Supplier.
- The shareholders of a Supplier are staff currently working for SCS JV.

17. Trade sanctions and money laundering

17.1 SCS JV is committed to complying with all applicable sanction's legislation, including those imposed by the UK Government, the United Nations Security Council, and the European Union. As part of this commitment, SCS JV conducts proportionate due diligence on Suppliers and business partners to ensure that SCS JV does not knowingly engage with sanctioned entities or individuals. SCS JV requires its Suppliers to maintain appropriate controls to support compliance throughout the supply chain.

17.2 Suppliers must conduct their business in compliance with all applicable sanctions, legislation, and anti-money laundering rules.

17.3 Suppliers must obtain all licences to import goods to the UK and must not import prohibited goods.

17.4 Suppliers must provide accurate and truthful information to UK Customs and ensure all duties, levies and taxes are paid.

17.5 SCS JV requires Suppliers to implement sufficient due diligence on their supply chain and business partners to ensure they are not on the sanction lists or engaging in money laundering activities.

18. Data protection and information security

18.1 Suppliers must ensure that personal data is processed in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, and any other applicable laws and regulations which includes activities such as collecting, recording, structuring, storing, retrieving, reviewing, disclosing, transferring, erasing, or destroying data.

18.2 Suppliers must ensure that an individual within their organisation is assigned to be responsible for data protection, an up-to-date procedure for handling personal data is in place, and queries about handling personal data are promptly dealt with.

18.3 Suppliers must implement sufficient technical and organisational security measures to protect information from unauthorised access.

18.4 Any data breach incidents must be reported to the SCS JV Data Protection Officer immediately via dataprotection@scsrailways.co.uk.

19. Confidential information

19.1 SCS JV treats confidential and sensitive information very seriously. Confidential information includes any information of whatever kind (whether commercial, technical, financial, operational or otherwise, in whatever form and whether or not recorded in any way) relating to the SCS JV, HS2, or the project.

19.2 Suppliers must take measures to prevent confidential information from being disclosed to any person who has no right to access it.

19.3 Suppliers must protect confidential information that has been entrusted to them by SCS JV from unauthorised disclosure or misuse.

19.4 Suppliers must report to SCS JV immediately any instances where confidential information has been received in error. Such information must also be deleted or destroyed and the sender notified when the action has been completed.

19.5 Misusing confidential information for insider trading, or any other activities that could cause detriment to SCS JV, is strictly prohibited.

19.6 The SCS JV Partners are listed on public stock exchanges, and the JV Partners' share price can be impacted by the unauthorised release of confidential information to the public.

19.7 It is illegal to make use of non-public information about SCS JV or its JV Partners to trade securities or shares. This includes the trading of shares of the JV Partners, and the shares of SCS JV's Suppliers.

20. Protection of assets and intellectual property of SCS

20.1 SCS JV protects its assets, the assets belonging to SCS JV Partners and HS2 from damage, theft, loss, and misuse. Assets include tangible assets and intangible assets. Tangible assets are raw materials, equipment, machines, motor vehicles, plant, computers, and real estate. Intangible assets are brands, patents, trademarks, trade secrets, and copyrights.

20.2 Suppliers must ensure assets of SCS JV are respected and used for their intended purpose. Unauthorised use of assets is prohibited.

20.3 Suppliers must implement sufficient technical and organisational security measures to protect SCS JV assets from cyber threats and other unauthorised use.

20.4 SCS JV does not tolerate any misuse or theft of assets. Theft is a criminal offence. Anyone found to have stolen property belonging to the SCS JV or the project may be reported to the Police, which may result in prosecution (and potential fines or imprisonment), as well as removal of the individual(s) from the SCS JV project and sites and also in disciplinary action by the individual(s) parent company or employer.

20.5 Suppliers should report any damage, theft, loss, or misuse of assets to SCS JV immediately via the routes stated in Section 23.

21. Environment

21.1 SCS JV maintains organisational structures, management systems, procedures, and training plans that ensure compliance with all relevant laws, regulations, and standards.

21.2 SCS JV's Environmental Management System is certified in accordance with ISO 14001. SCS JV expects Suppliers to uphold a comparable standard.

21.3 Suppliers should ensure their employees reduce environmental impacts wherever possible, and they are expected to proactively engage to provide low-carbon solutions, supply sustainably sourced materials, and achieve zero avoidable waste.

22. Security

22.1 SCS JV intends to ensure that all SCS JV areas of work are safe and secure.

22.2 SCS JV reserves the right to search any person or vehicle on entering, or on leaving, any of its offices, work areas, or projects.

22.3 For more information, including information about search levels and examples of those items which are prohibited from being brought on to site, please refer to our Site Access and Security Lot S1 & S2 document.

22.4 Possession (or awareness) of prohibited items on site may result in an investigation, removal from the project and, if appropriate, disciplinary action.

23. Reporting

23.1 Any suspected violations of this Supplier Code of Conduct should be reported at the earliest possible stage to the SCS JV Ethics & Compliance Officer using one of the following methods:

- online via the SCS JV EthicsPoint - Skanska Costain Strabag Joint Venture
- by phone on 0800 949 6470
- by email to Ethics@scsrailways.co.uk

24. Associated reading

24.1 This Policy should be read in conjunction with the following SCS JV documents:

- Anti-Fraud Policy and Response Plan
- Drug and Alcohol Policy
- Modern Slavery & Human Trafficking Policy
- Gifts and Hospitality Policy
- Anti-Bribery Policy
- Conflict of Interest Policy
- Whistleblowing Policy

25. Conclusion

25.1 This Supplier Code of Conduct will be reviewed annually to ensure it is suitable, effective, consistently implemented and continually improved to meet the requirements of the SCS JV and HS2.

25.2 Compliance with this Supplier Code of Conduct is mandatory. Any breach of this Supplier Code of Conduct may lead to immediate termination of a Supplier's contract with SCS JV and may also lead to SCS JV not conducting business with the Supplier in the future. It may lead to removal of a person from the project and to disciplinary action by a person's employer.

Approved by the SCS Joint Venture Board

Signed: _____	Signed: _____	Signed: _____
Skanska Construction UK Ltd	Costain Ltd	STRABAG AG

Agreed to be implemented by the SCS Joint Venture Project Management Team

Signed: _____

Jonathan Morris, SCS JV Managing Director