

Premier Inn Middle East **Supplier Code of Conduct**



PREMIER INN MIDDLE EAST

SUPPLIER CODE OF CONDUCT

Foreword – Simon Leigh, Managing Director

At Premier Inn, building and maintaining trust is integral to every interaction, whether within our teams or with our suppliers, investors or guests. We've worked hard to earn it, and we must protect it.

We choose our suppliers carefully because we value integrity, respect and a commitment to doing the right thing. These principles are at the core of our trusted relationships with our suppliers and contribute to the success of our brand, helping us to maintain strong loyalty among our customers and guests.

We expect our suppliers to uphold the same high standards that we set for ourselves. The way our suppliers conduct business reflects on Premier Inn and the value that we place on long-term, mutually beneficial partnerships. We maintain a culture of zero tolerance for unethical practices, and we expect all of our suppliers to operate at the highest level of professionalism and ethical behaviour.

This Supplier Code of Conduct outlines the business practices and standards of behaviour that we expect from our suppliers.

We cannot anticipate every situation that you may come across, but by understanding our values, business practices and standards of behaviour, you can apply them to any situation.

1. The Code

- 1.1. Corporate integrity, responsible sourcing, environmental sustainability and the safety and wellbeing of the Workers of the Suppliers with whom we do business are of paramount importance to Premier Inn. These core principles are reflected in this Supplier Code of Conduct (the "Code"), which establishes the minimum standards and behaviours that must be met by any entity that supplies products or services to Premier Inn. This Code sits alongside Premier Inn's Responsible Sourcing Policy.

2. Definitions and Scope

- 2.1. In this Code:

Representative means the Supplier's suppliers and any subcontractors, vendors and agents who form part of Premier Inn's supply chain.

Supplier(s) means a body corporate, partnership or individual that provides goods or services to Premier Inn or one or more members of the Premier Inn group of companies and includes, where relevant, their contractors or agents.

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

- 2.2. **Who does the Code apply to?**

This Code applies to and must be complied with by all Suppliers (which includes subcontractors, service providers, professional service providers, consultants, intermediaries and agents) to Premier Inn and their Workers in their work with Premier Inn and throughout their supply chains.

3. Supplier's Commitment and General Requirements

- 3.1. The Supplier agrees that:
 - 3.1.1. it will comply with the requirements set out in this Code;
 - 3.1.2. it has appropriate systems in place to ensure its continuous compliance with this Code and to demonstrate to Premier Inn such compliance;
 - 3.1.3. it shall comply with all of the relevant laws, regulations and standards of the countries in which it operates;
 - 3.1.4. any breach of this Code will allow Premier Inn to terminate its relationship with the Supplier with immediate effect; and
 - 3.1.5. if there is a conflict between any applicable laws or regulations or the provisions of an agreement with Premier Inn and the provisions of this Code, it shall meet the most stringent standard.

4. Principles

- 4.1. **Health and Safety**
 - 4.1.1. The Supplier must ensure a safe working environment for its Workers, contractors, partners or others who may be affected by its activities in accordance with international standards and national laws.
 - 4.1.2. The Supplier must have in place mechanisms to ensure that health and safety obligations are communicated and applied to parties under its control.
 - 4.1.3. The Supplier must ensure that it meets general principles of health and safety risk prevention. General principles include identifying, minimising and preventing hazards, using competent and trained people and providing and maintaining safe equipment and tools, including personal protective equipment as required.
 - 4.1.4. The Supplier must have mechanisms and must implement them to ensure that all of its Workers are competent to carry out the health and safety aspects of their responsibilities and duties. This must include the nomination and training of persons at an appropriate level who are responsible for discharging the Supplier's health and safety obligations.
 - 4.1.5. The Supplier must have systems and training in place to prepare for and respond to accidents, health problems and foreseeable emergency situations. The Supplier must have means and procedures in place for recording, investigating and implementing learning points from accidents and emergency situations.

4.1.6. The Supplier must ensure that all of its Workers work without the influence of alcohol, illegal drugs or other substances that might alter their judgement and abilities.

4.2. Slavery, Human Trafficking and Forced and Child Labour

4.2.1. The Supplier must comply with all applicable anti-slavery and human trafficking laws and statutes in any part of its supply chain. This includes, but is not limited to, not supporting, engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

4.3. Human Rights

4.3.1. The Supplier must 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.

4.4. Working Hours

4.4.1. The Supplier must ensure that the working hours of its Workers do not exceed the maximum set by local law.

4.5. Wages and Remuneration

4.5.1. The Supplier shall ensure that its Workers understand their employment conditions and give its Workers fair and reasonable pay as well as any legally entitled or agreed benefits.

4.5.2. The Supplier must compensate all of its Workers with wages, including overtime, and benefits that, at a minimum, meet the higher of:

- (a) the minimum wage and benefits established by applicable law;
- (b) collective agreements; or
- (c) industry standards.

4.5.3. The Supplier shall not use deductions from wages as a disciplinary measure. Workers must be paid in a timely manner, and the Supplier must clearly convey to its Workers the basis on which they are paid.

5. Disciplinary Practices

5.1. The Supplier will treat all of its Workers with respect and dignity. The Supplier shall prohibit physical or verbal abuse or other harassment and any threats or other forms of intimidation.

6. Confidential Information

6.1. The Supplier must keep all non-public/confidential information in respect of Premier Inn safe.

6.2. The Supplier must ensure that all confidential information is only shared with third parties on a confidential basis with Premier Inn's permission.

- 6.3. Confidential information may include (but is not limited to):
 - 6.3.1. financial information, business plans, business strategies, business practices and relationships, processes, systems or methods of operation;
 - 6.3.2. specifications, pricing policies, marketing plans, costs or promotional activities;
 - 6.3.3. inventions, innovations, know-how or trade secrets; and
 - 6.3.4. information relating to customers, Suppliers and partners.
- 6.4. The Supplier must not talk to the media, if approached, to ensure that no confidential data or business information is accidentally made public. If approached by the media, the Supplier must report this to Premier Inn as soon as possible.

7. Speaking Out

- 7.1. The Supplier must report any major business wrongdoings via the Speaking Out helpline email - SpeakingOut@mena.premierinn.com
- 7.2. Major business wrongdoings may relate to an individual, a site, a department, the whole organisation or any of Premier Inn's Suppliers and concern unethical, illegal or unsafe business practices such as:
 - 7.2.1. bribery/corruption;
 - 7.2.2. theft/fraud;
 - 7.2.3. mismanagement of funds;
 - 7.2.4. misuse of corporate assets;
 - 7.2.5. serious health and safety violations;
 - 7.2.6. serious environmental concerns;
 - 7.2.7. misleading marketing/advertising; and
 - 7.2.8. data privacy breaches.
- 7.3. Any reports can be made by the Supplier anonymously and in confidence; Premier Inn will investigate all reports made and feed back to the Supplier.

8. Data Protection and Information Security

- 8.1. The Supplier shall comply with all data protection laws and requirements when using, processing, or storing any personal data on Premier Inn's behalf.
- 8.2. The Supplier shall have in place appropriate measures to:
 - 8.2.1. protect the integrity and confidentiality of information (including information belonging to or supplied by Premier Inn) held on its systems (which include physical and online or electronic systems); and
 - 8.2.2. ensure that there is no unauthorised access to the information by third parties, including its Representatives.

9. Environmental Responsibility and Communities

- 9.1. Premier Inn's Force for Good strategy is split into three pillars: opportunity, community and responsibility. The Force for Good strategy is about helping everyone, including Premier Inn's customers, team members and others who Premier Inn works with, to live and work well.
- 9.2. As Premier Inn is, the Supplier shall be committed to helping everyone reach their potential with no barriers to entry and limits to growth. The Supplier shall be committed to making a meaningful contribution to the customers and communities that it serves.
- 9.3. The Supplier must treat all people and the planet with respect.
- 9.4. The Supplier shall ensure that:
 - 9.4.1. its operations comply with all applicable environmental laws and international standards;
 - 9.4.2. the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
 - 9.4.3. it will only use packaging materials that comply with all applicable environmental laws and treaties.
- 9.5. 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:
 - 9.5.1. an assessment of the environmental impact of all historical, current and likely future operations;
 - 9.5.2. steps to continuously improve environmental performance and reduce pollution, emissions and waste;
 - 9.5.3. measures to reduce the use of all raw materials, energy and supplies; and
 - 9.5.4. raising awareness and training Workers in environmental matters.
- 9.6. The Supplier shall identify, minimise, monitor, control and treat all hazardous air pollutants and should avoid all emissions in accordance with international standards and applicable laws.
- 9.7. The Supplier shall promote recycling and reduce wastage in material sourcing, handling, transport and disposal.
- 9.8. The Supplier shall seek to promote energy and carbon efficiency where appropriate.
- 9.9. The Supplier shall embrace and promote sustainability initiatives.

10. Bribery and Corruption

- 10.1. The Supplier must comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption. To that end:
 - 10.1.1. the Supplier shall not accept, offer, promise, pay, permit or authorise:
 - (a) bribes, facilitation payments, kickbacks or illegal political contributions;

- (b) money, goods, services, entertainment, employment, contracts or other things of value in order to obtain or retain improper advantage; or
- (c) any other unlawful or improper payments or benefits.

10.1.2. The Supplier shall not evade or facilitate the evasion of tax by another person anywhere in the world.

- 10.2. The Supplier must have an anti-bribery policy that sets out the principle of zero tolerance to any form of bribery or corruption within their organisation, including facilitation payments.
- 10.3. The Supplier must not give, promise, receive or request any bribes (financial or otherwise), including, but not limited to, relations with public officials.
- 10.4. The Supplier must ensure that its Workers, contractors and subcontractors are aware of its anti-bribery policy and comply with the requirements set out in it.

11. Fraud and Money Laundering

11.1. The Supplier must:

- 11.1.1. act in accordance with all applicable international standards and laws on fraud and money laundering;
- 11.1.2. not do or omit to do anything likely to cause any party to be in breach of any such international standards and laws; and
- 11.1.3. maintain an effective anti-fraud and (where appropriate) anti-money laundering compliance programme that is designed to ensure its compliance with the law, including the monitoring of compliance and detection of violations.

12. Conflict of Interest

- 12.1. Premier Inn's principle is to avoid or manage situations where personal interests could conflict with the interests of Premier Inn.
- 12.2. The Supplier must act in Premier Inn's interests and avoid all conflicts of interest or situations that may be interpreted as conflicts of interest.
- 12.3. The Supplier must promptly report to Premier Inn any instances involving actual or apparent conflicts of interest between the Supplier's interests and the interests of Premier Inn.
- 12.4. The Supplier shall not, without prior written notification, enter into any business relationship with any director, employee, or representative of Premier Inn (in a personal capacity) that may create a conflict of interest with their fiduciary obligations or the interests of Premier Inn.

13. Unfair business practices

- 13.1. The Supplier must comply with all applicable competition laws (including, but not limited to, the Competition Act 1998), including, but not limited to, those relating to information sharing with competitors, price fixing and rigging bids or any other mechanism that limits fair competition.

14. Protecting Premier Inn Property

- 14.1. Premier Inn's principle is that everyone should look after Premier Inn's company property as if it were their own.
- 14.2. The Supplier must use Premier Inn's company property carefully and protect it from any misuse, which includes theft, damage or unauthorised copy.
- 14.3. The Supplier must only share Premier Inn's company property with prior consent from an authorised representative of Premier Inn.
- 14.4. The Supplier must maintain appropriate processes to manage the use and sharing of Premier Inn's company property by any Worker.
- 14.5. Premier Inn's company property includes things such as brands, trade marks, designs, ideas, software and inventions, corporate opportunities, trade secrets and business information.

15. Procuring and Managing Representatives

- 15.1. The Supplier must carry out appropriate due diligence on prospective Representatives that may form part of Premier Inn's supply chain. As a minimum, the due diligence must include the following:
 - 15.1.1. investigations into prospective Representatives' stances, public statements, compliance with applicable laws and other actions on human rights, the treatment of workers, bribery, ethical behaviour and the environment;
 - 15.1.2. risk assessments for countries from which materials, components or finished goods are sourced by prospective Representatives; and
 - 15.1.3. investigations into the prospective Representatives' abilities to meet the requirements and principles that are set out in this Code.
- 15.2. In its dealings with Representatives, the Supplier must:
 - 15.2.1. ensure that agreements with Representatives include provisions that require the Representatives to comply with applicable provisions of this Code; and
 - 15.2.2. ensure that it has measures in place to monitor whether Representatives are complying with the applicable provisions of this Code and that it has systems in place to address any deficiencies or breaches.

16. Certifying Compliance and Audit

- 16.1. The Supplier shall provide any additional third-party or self-certifications that are reasonably required to demonstrate its compliance with all applicable laws and frameworks within 14 days of a written request from Premier Inn.

17. Self-Monitoring and Reporting Breaches

- 17.1. The Supplier must monitor its compliance with this Code and report any breaches (actual or suspected) of this Code as soon as possible to its Premier Inn contract manager.
- 17.2. The Supplier must not retaliate or take disciplinary action against any Worker that has, in good faith, reported breaches of this Code or questionable behaviour or sought advice regarding this Code.

18. Training

- 18.1. The Supplier must implement a system of training for its Workers to ensure that they are aware of the requirements set out in this Code.
- 18.2. The Supplier must keep a record of all training offered and completed by its Workers and make a copy of such record available to Premier Inn on request.

19. Compliance

- 19.1. The Supplier acknowledges and agrees that it is entirely responsible for its full compliance with this Code.
- 19.2. Premier Inn is exempt from monitoring and ensuring the Supplier's compliance with this Code.
- 19.3. Should any paragraphs of this Code conflict with any of the Supplier's contractual terms that are more explicit than this Code, the Supplier must abide by the contractual terms.

20. Breach, Remediation and Termination

- 20.1. Where Premier Inn becomes aware of a material breach of this Code by the Supplier or its Workers or Representatives, Premier Inn may either:
 - 20.1.1. immediately terminate its business relationship with the Supplier (including any contracts); or
 - 20.1.2. require the Supplier to produce a remediation plan specifying the actions that it will take that will lead to its compliance with this Code and present it to Premier Inn within 7 working 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 timeframe, Premier Inn may immediately terminate its business relationship with the Supplier (including any contracts). Premier Inn may also suspend its business relationship with the Supplier while remediation is ongoing.



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