**Modern slavery and environmental, social, and labour laws**

Environmental, social and labour law requirements

19.1 The Supplier shall comply in all material respects with applicable environmental, social and labour Law requirements in force from time to time in relation to the Goods and

Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:

19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental, social and labour requirements, characteristics and impacts of the Goods and Services and the Supplier’s supply chain;

19.1.2 maintain relevant policy statements documenting the Supplier’s significant labour, social and environmental aspects as relevant to the Goods and Services being supplied and provided and as proportionate to the nature and scale of the Supplier’s business operations; and

19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier’s significant labour, social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2.

Modern slavery

19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

19.2.1 the Modern Slavery Act 2015 (“Slavery Act”); and

19.2.2 the Authority’s anti-slavery policy as provided to the Supplier by the Authority from time to time (“Anti-Slavery Policy”).

19.3 The Supplier shall:

19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;

19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;

19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and

19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier’s obligations under Clause 19 of this Schedule 2.

19.4 The Supplier undertakes on an ongoing basis that:

19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;

19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

(i) has been convicted of any offence involving slavery or trafficking; or

(ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Authority in writing in accordance with Clause 19.5 of this Schedule 2.

19.5 The Supplier shall notify the Authority as soon as it becomes aware of:

19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

19.5.2 any actual or suspected slavery or trafficking in its supply chain. 19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2, it shall respond promptly to the Authority’s enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract. 19.7 If the Supplier is in breach of Clause 19.3 or the undertaking at Clause 19.4 of this Clause 19.5 of this Schedule 2 in addition to its other rights and remedies provided under this Contract, the Authority may:

19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

19.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.