

Local Buy Supplier Code of Conduct

Overview:

Local Buy is a market leader in the provision of procurement and probity services. Our Supplier Code of Conduct (**the Code**) sets out the expectations of our Suppliers and is grounded in our commitment to sustainable, ethical and socially responsible procurement on behalf of our buyers.

1. Application

- 1.1 The Code applies to all approved Local Buy pre-qualified Suppliers and complements the terms and conditions outlined in Local Buy's *General Conditions of Contract (GCCs)* and/or any other agreement as between Local Buy and each Supplier.
- 1.2 In conjunction to the Code, all Suppliers are expected to read and comply with their responsibilities and obligations as a Local Buy Supplier, including all information contained in your Contract with Local Buy.
- 1.3 In the event of any inconsistency between the Code and the GCCs, the terms set out in the GCCs shall prevail to the extent of any inconsistency.
- 1.4 Suppliers agree and commit to the Code upon the submission of their tender to be part of an LGA Arrangement.
- 1.5 Suppliers must proactively self-assess compliance to the Code and take action to remedy any actual or perceived breaches.

2. Ethical Corporate Governance

- 2.1 Local Buy expects all Suppliers to always act in an ethical manner and demonstrate best practice corporate governance. At a minimum, Suppliers shall:
 - 2.1.1 Promptly disclose to Local Buy and any relevant Buyer any perceived or actual conflicts of interest and commit to appropriately managing that conflict.
 - 2.1.2 Conduct business in a transparent and ethical manner and not engage directly or indirectly in any fraudulent, anti-competitive or corrupt activities/conduct.
 - 2.1.3 Handle personal, commercial, or otherwise sensitive information in line with any applicable privacy legislation, regulation, confidentiality agreement/s and policies.

3. Social Expectations

- 2.2 Local Buy believes that all business enterprises should respect the fundamental human rights of all people.
- 2.3 All Suppliers are to ensure that its business, employees, sub-contractors, agents, and those within its supply chain do anything or omit to do anything that will cause it, the Buyer, or Local Buy to:
 - 3.1.1 Involve the use of slavery, human trafficking, exploitation, forced labour practice or servitude to exploit children; or

- 3.1.2 Any other conduct akin to slavery; or
- 3.1.3 Commit an offence otherwise defined as 'modern slavery' under any applicable Modern Slavery Laws.

3.2 Suppliers must ensure that they respect and protect the fundamental human and labour rights of its employees by:

- 3.2.1 Ensuring that the workplace is respectful, professional and that **all** employees have equal opportunities regardless of gender, race, religion, disability, age, sexual orientation, pregnancy, or parenting commitments.
- 3.2.2 Ensuring that all employees can freely choose their place of employment, with no deceptive recruiting practices, forced, bonded, or involuntary labour.
- 3.2.3 Without limitation to item 3.2 of The Code, prohibiting child labour practices, harsh or inhumane treatment (including torture, physical and psychological abuse, slavery, servitude, trafficking of persons, or forced marriage).

4. Supply Chain

4.1 Local Buy seeks to work with suppliers who agree that they will reflect the attributes set out in this Code with any affiliated or subsidiary entities and entities within its supply chain, as well as take reasonable steps in ensuring that its supply chain also adheres to the principles outlined in the Code.

4.2 Local Buy takes pride in supporting local businesses and expect this same commitment from all of Suppliers by:

- 4.2.1 Utilising local businesses in the delivery of goods or services under a Local Buy Arrangement where applicable and reasonably practicable.
- 4.2.2 Ensuring that any commitments to any Buyers to utilise local businesses is honoured in the delivery of goods or services under a Local Buy Arrangement.

6. Environment

6.1 Local Buy recognises the importance of imbedding sustainable business practices into the way we do business, and expects all our Suppliers to do the same by:

- 6.1.1 Strictly complying with any environmental legislation, regulations, policies and procedures applicable to the goods and services being delivered.
- 6.1.2 Managing the environmental impact of its business, wider operations and, where possible, supply chains.

7. Breaches of the Code

7.1 Local Buy supports and encourages open and transparent working relationships where concerns can be voiced and promptly resolved. Any breaches should be promptly reported to Local Buy by either:

- 7.1.1 Emailing Local Buy at: compliance@localbuy.net.au; or
- 7.1.2 Calling Local Buy on: **1800 LB HELP (52 4357)** (Mon – Fri between 8am – 4.30pm).

7.2 Suppliers are expected to promptly respond and fully co-operate with Local Buy in good faith to resolve:

- 7.2.1 Any reasonable enquires, whether in relation to compliance with the Code or otherwise; and
- 7.2.2 Any complaints or comments conveyed by Buyers that indicate to Local Buy, acting reasonably, that there has been a breach of Contract or the Code; and
- 7.2.3 Any other reasonable enquiry.

7.3 In the event of a breach to the Code, Local Buy reserves the right to:

- 7.3.1 suspend any Supplier from a Local Buy Arrangement/s until the breach has been remedied to the satisfaction of Local Buy; or
- 7.3.2 terminate the Supplier from a Local Buy Arrangement.

8. Dispute Resolution

- 8.1 Where there is a dispute between a Supplier and Local Buy and/or a Buyer, Local buy expects Suppliers to be collaborative in the resolution of the dispute in good faith.
- 8.2 All our Suppliers must commit to promptly addressing and resolving any community complaints relating directly or indirectly to the operation of the Supplier's business activities.

Definitions

'Buyers' means any entity entitled to procure goods or services through a Local Buy administered LGA Arrangements.

'LGA Arrangement' means a Register of Pre-Qualified Suppliers or Preferred Supplier Arrangement established by Local Buy pursuant to section 234 of the *Local Government Regulation 2012 (Qld)* which constitutes an exception to a local government's need to invite written quotes or tenders.

'Modern Slavery Laws' includes any applicable legislation, frameworks and international instruments ratified by Australia which includes, but is not limited to:

- *Modern Slavery Act 2018 (Cth)*; and
- *Australian Criminal Code 1995 (Cth)*; and
- *Protocol to Prevent, Suppress and Punish Trafficking Persons, Especially Women and Children.*
- *Prohibition and Immediate Action of the Worst Forms of Child Labour.*

'Supplier' means an entity that has been Pre-Qualified by Local Buy to supply goods or services to Buyers. A reference to 'Supplier' includes its employees, agents and sub-contractors unless otherwise required by the context.