



Active Sussex – Partner Integrity Code

About this integrity code

Integrity, responsible sourcing and the safety and wellbeing of all those that work for us or partner with us are of paramount importance to Active Sussex. These core principles are reflected in this Partner Integrity Code (the “Code”), which establishes the minimum standards that must be met by any individual, entity or similar that we engage with, who receives funding via Active Sussex or who supplies products or services to Active Sussex – we call this group of people our Partners. This Code shall be issued to all our Partners. Active Sussex may modify this Code from time to time and the revised version will be available on our website.

Who must comply with this code?

Our Partners shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it. Each Partner agrees:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code will allow Active Sussex to terminate its relationship with the Partner with immediate effect.

Monitoring and reporting breaches and concerns

Each Partner shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible. If a Partner has concerns that the standards set out in this Code are not being met by Active Sussex, the Partner shall report these concerns as soon as possible:



Minimum standards

Anti-bribery and corruption

Bribery and corruption

A Partner shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption. To that end, a Partner shall not accept, offer, promise, pay, permit or authorise:

- bribes (something of value to induce or influence a decision or action);
- facilitation/grease/speed payments (payments to expedite a routine transaction or service);
- kickbacks (commission, compensation or reward for favourable treatment);
- money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- any other unlawful or improper payments or benefits.

Gifts and hospitality

Active Sussex discourages Partners from accepting or giving gifts or hospitality but accepts the occasional modest giving and acceptance of gifts and hospitality may be a legitimate contribution to good relationships. The Partners shall have processes in place to record all (and where relevant approve) gifts and hospitality received or offered. A Partner shall not offer or receive gifts or hospitality that could:

- influence or be perceived as capable of influencing the outcome of decisions relating to Active Sussex;
- amount to or cause the recipient or giver to commit a criminal offence; or
- cause offence to others or damage the reputation of Active Sussex.

Anti-money laundering

Partners shall not engage in any activity which could give rise to supporting money laundering, including but not limited to transacting in cash.



Prevention of facilitation of tax evasion

Partners shall not engage in any activity, practice or conduct which would constitute an offence under the UK Criminal Finances Act 2017 or any other relevant legislation relating to the prevention of facilitation of tax evasion.

Environmental responsibility

Partners shall ensure its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) waste disposal, emissions, discharges and the handling of hazardous and toxic materials.

Workforce matters

Slavery, human trafficking and child labour

Partners shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the UK Modern Slavery Act 2015. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour, bonded labour, indentured labour and prison labour.

Human rights

Partners shall 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.

Equal opportunities

Active Sussex is an equal opportunities employer and Partners shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law. Partners shall treat their workers with dignity and respect and shall not subject any worker to unlawful harassment, whether physical or verbal, including but not limited to physical, sexual or psychological harassment or abuse.



Wages and remuneration

Partners shall observe legally mandated working hours and compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- the minimum wage and benefits established by applicable law;
- collective agreements;
- industry standards; and
- an amount sufficient to cover basic living requirements.

Health and safety

Active Sussex's guiding health and safety principle is zero harm to our workers and third parties.

Partners shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws where it operates. This includes, but is not limited to, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, Partners shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work.

Data protection and information security

Partners shall comply with all applicable data protection laws and requirements when processing any personal data provided to it by Active Sussex or on Active Sussex's behalf.

Partners shall have in place appropriate measures to:

- protect the integrity and confidentiality of information (including information belonging to or supplied by Active Sussex) held on its systems (which include physical and online or electronic systems); and
- ensure that there is no unauthorised access of the information by third parties.

Training

Partners shall implement a system of training for its workers to ensure that they are aware of the requirements of this Code. Partners shall keep a record of all training offered and completed by its workers and shall make a copy of such record available to Active Sussex on request.



Certifying compliance and audit

If requested, Partners shall provide written confirmation to Active Sussex that:

- it has appropriate systems in place to monitor its compliance with this Code; and
- it is able to comply with this Code for the duration of its relationship with Active Sussex.

In addition to the written confirmation above, Active Sussex may conduct audits to verify the Partner's compliance with this Code. Active Sussex has no obligation to conduct such audits.

Breach, remediation and termination

Where Active Sussex becomes aware of a breach of this Code by a Partner or its workers, Active Sussex may either:

- immediately terminate its relationship with the Partner (including any contracts); or
- require the Partner to produce a remediation plan specifying the actions that the Partner will take that will lead to compliance with the Code, and present it to Active Sussex within 14 days of being requested to do so. If the Partner fails to produce the remediation plan within this timeframe or fails to implement it within a reasonable time, Active Sussex may immediately terminate its business relationship with the Partner (including any contracts).

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