



**Currie & Brown**

## **Supplier Code of Conduct**

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**Contents**

**1. Introduction .....3**

**2. Ethical standards .....4**

**3. Health, safety and the environment.....5**

**4. Compliant business conduct.....6**

**5. Protection of business assets and data management .....7**

**6. Media and communications.....7**

**7. Authority to commit expenditure .....8**

**8. Legal compliance and terms of engagement .....8**

**9. Audit and reporting.....9**

## 1. Introduction

### | Acting with integrity

Acting with integrity is central to how Currie & Brown conducts business. This means adhering to the highest standards of ethical conduct within the business and requiring equally high standards from the suppliers we work with.

We require all suppliers to abide by the requirements of this code of conduct, act with integrity and be guided by sustainable ethical business values. We firmly believe this ethos is critical to our joint continuing success.

### | Purpose and application

This code of conduct defines the standards of business conduct required by suppliers to Currie & Brown. Its purpose is to make explicit the high standards of business conduct expected.

Compliance with this code of conduct is a condition of doing business with Currie & Brown. Failure of a supplier to comply with this code will negatively influence Currie & Brown's future willingness to do business with them and may result in termination of the supply agreement.

This code of conduct is endorsed by the directors of Currie & Brown and its implementation is overseen by the group risk and compliance director.

### | Scope

This code of conduct applies globally to all suppliers, sub-contractors, sub-consultants and partners (hereafter referred to as suppliers) engaged by Currie & Brown, any subsidiaries to Currie & Brown and any joint venture companies in which Currie & Brown has an ownership stake.

This code of conduct shall also to any party to whom a supplier may sub-contract an element of the work being undertaken for or on behalf of Currie & Brown.

### | Review and update

This code of conduct will be reviewed and updated periodically. Suppliers must refer to [www.curriebrown.com](http://www.curriebrown.com) to access the latest version of the code of conduct.

## 2. Ethical standards

### | Honouring commitments

The delivery of high-quality services to our clients is of the utmost importance. Where we involve a supplier in support of our service, we entrust the supplier with upholding our reputation.

Suppliers must ensure they understand the supply requirements they are committing to and honour them. Any concerns a supplier has regarding their ability to honour a commitment should be raised with the person responsible for their engagement at the earliest opportunity.

Suppliers must ensure they have adequate arrangements to manage business continuity risks that may impact upon the goods and services they provide to Currie & Brown.

Suppliers are required to comply with the Currie & Brown quality group policy statement available on [www.curriebrown.com](http://www.curriebrown.com).

### | Respect and collaboration

Currie & Brown requires that all employees and suppliers are treated with respect and encourages a collaborative approach within the business and in external business relationships.

Currie & Brown wishes to work with suppliers who display ethical values and foster a collaborative and inclusive working environment where individuals are treated fairly, with dignity and respect. Harassment, intimidation, abuse, violence or any other offensive behaviour is unacceptable.

Suppliers are required to comply with the Currie & Brown ethical standards group policy statement available on [www.curriebrown.com](http://www.curriebrown.com).

### | Labour practices

Suppliers must ensure their practices, and those of their supply chain, protect human rights and safeguard against any form of modern slavery, forced labour, forced eviction, child labour or human trafficking.

Suppliers must ensure that they have procedures in place for employee vetting including identity verification and right to work validation.

### | Complaints

Suppliers must notify Currie & Brown of any complaint they become aware of in relation to any goods or services they provide in support of Currie & Brown. Any complaints must be handled in accordance with the Currie & Brown complaints procedure, a copy of which is available on request.

### 3. Health, safety and the environment

#### | Health and safety

Currie & Brown is committed to ensuring that its business activities do not adversely impact the health, safety or wellbeing of their employees, suppliers or wider stakeholders.

Suppliers must ensure they have adequate procedures in place to manage health, safety and wellbeing risks associated with their activities and any impact their activities may have on Currie & Brown employees, suppliers or wider stakeholders.

Suppliers are required to comply with the Currie & Brown health and safety group policy statement available on [www.curriebrown.com](http://www.curriebrown.com).

#### | Sustainability and the environment

Currie & Brown is committed to sustainable business practices and to organising our activities with due consideration to environmental risks and impacts.

Suppliers are expected to take due consideration of sustainability in the management of their own activities.

Suppliers are expected to seek to reduce the environmental impacts in their supply of goods and services to Currie & Brown, including carbon and other harmful emissions, impacts on scarce resources, habitats or biodiversity, and pollution/contamination risks.

Suppliers are required to comply with the Currie & Brown environmental group policy statement available on [www.curriebrown.com](http://www.curriebrown.com).

## 4. Compliant business conduct

### | Anti-bribery, corruption, money laundering and other forms of financial crime

Currie & Brown has a zero-tolerance policy to bribery, corruption, theft, money laundering, tax evasion, fraud or any other form of financial crime. We require our suppliers to have the same approach. Suppliers must not offer, solicit or accept bribes, facilitation payments or any other form of illegal inducement.

Suppliers must ensure they have adequate procedures in place to ensure compliance with these requirements by their employees (and any person acting on their behalf) in connection with the supply of goods and services to Currie & Brown.

Suppliers are required to comply with the Currie & Brown anti-bribery and corruption group policy statement available on [www.curriebrown.com](http://www.curriebrown.com).

### | Application of the highest standards

In addition to regionally applicable legislation, compliance with the UK Bribery Act and the UK Criminal Finances Act is required regardless of the country of operation.

Where there are variations between the standards within the noted UK legislation and regionally applicable compliance-related legislation, the highest of the two standards must be complied with.

### | Conflicts of interest

Currie & Brown requires suppliers to declare any real or perceived conflicts of interest. Such conflicts may include being engaged in parallel by competitors of Currie & Brown or by clients who may be competitors of Currie & Brown's own client.

Currie & Brown accepts that potential conflicts can arise and require suppliers to have adequate procedures in place to prevent these having an adverse impact on any of the parties involved. These procedures must include preventing any unauthorised transfer of knowledge or data.

Conflicts of interest, real or perceived, must be declared to the person responsible for the supplier engagement, together with proposals for their management. Proceeding with the supply of goods or services to Currie & Brown will be subject to agreement of these proposals.

### | Gifts and hospitality

Currie & Brown operates strict procedures in relation to gifts and hospitality given or received. Lavish cash, cash-equivalent, travel only or inappropriate gifts and hospitality are prohibited.

Suppliers must not offer any gifts or hospitality to employees of Currie & Brown that could be interpreted as an inducement or reward to influence an action.

Suppliers must not offer any gifts or hospitality to any other party in connection with the supply or potential supply of goods and services to or from Currie & Brown. This prohibition includes any activities related to securing business for or on behalf of Currie & Brown.

Gifts or hospitality received by a supplier while engaged by Currie & Brown that are connected to the goods or services provided to Currie & Brown will be subject to the same procedure as applies to Currie & Brown employees. In such cases the supplier must contact the person responsible for their engagement to check the acceptability or otherwise of the gift or hospitality. In all cases advance approval is required and the item is to be registered on the Currie & Brown gifts and hospitality register. The supplier must request that the person responsible for the supplier's engagement makes the registry entry and retain evidence of that request.

## 5. Protection of business assets and data management

### | Reporting of incidents

Should the supplier become aware of any data breach or security related incident that may impact on service delivery, contractual obligations or the reputation of Currie & Brown, they must report it immediately to the person responsible for their engagement.

### | Protection of business assets

Suppliers must take due care to protect the business assets of Currie & Brown. This includes intellectual property, which shall only be used in accordance with the express permissions given, and the adoption of information security management arrangements that align with industry good practice.

### | Business continuity

Suppliers must have adequate business continuity arrangements in place to ensure continuity of service to Currie & Brown in case of reasonably foreseeable business continuity and disaster recovery scenarios.

### | Confidentiality

Suppliers must keep all information in connection with the goods and services provided or created confidential and in accordance with the requirements of their supply agreement. Information must not be disclosed to any third party without the express permission of Currie & Brown unless required by law.

### | Privacy and data protection

Suppliers must take due care with respect to privacy and the management of any data provided or created in connection with the goods and services being supplied to Currie & Brown. Suppliers must comply with all applicable privacy and data protection law/regulations.

## 6. Media and communications

### | Marketing information

Suppliers must not use any imagery or information relating to Currie & Brown projects for marketing purposes without the express permission of Currie & Brown.

### | Communications

Suppliers must not comment on Currie & Brown projects or activities to the media or other enquiring organisations without the express permission of Currie & Brown, unless required by law. All media enquiries must be directed to the group marketing and communications director of Currie & Brown.

## 7. Authority to commit expenditure

### | Delegated authorities

Suppliers must note that Currie & Brown has strict procedures with respect to the authority to commit expenditure. Only certain individuals and levels of individual are authorised to make such commitments. Suppliers should refer to the group risk and compliance director ([compliance@curriebrown.com](mailto:compliance@curriebrown.com)) should they have any concerns regarding the legitimacy of the instructions they have received.

### | Purchase orders

Where a long-term contractual supply arrangement is not in place, for example rent or utilities, suppliers must note that purchase orders are required for goods or services provided to Currie & Brown. Purchase orders are specifically required for any capital expenditure items and any sub-contractor or sub-consultant engagements.

Purchase orders must be issued in advance of the commencement of work for Currie & Brown. Purchase order numbers must be quoted on invoices submitted for payment.

## 8. Legal compliance and terms of engagement

### | Legal compliance and insurances

Suppliers to Currie & Brown must comply with all laws and regulations applicable to the goods and services they supply to Currie & Brown. In addition, all suppliers must comply with the UK Bribery Act and the Criminal Finances Act regardless of the country of their operation.

Suppliers must hold all relevant insurances and be willing to evidence the same, including professional indemnity insurance for suppliers providing professional services.

Suppliers must ensure they are compliant with all applicable tax regulations.

### | Interaction with agreed terms and conditions

Compliance with this code of conduct is a condition of working for Currie & Brown.

This code of conduct does not dilute a supplier's legal obligations, nor does it override the terms of any contractual agreement that is in place with Currie & Brown.

Where Currie & Brown has entered into a contractual agreement with a supplier, the relationship will be governed by the agreed contractual terms and conditions. In addition, the supplier must comply with the requirements of this code of conduct to the extent that such requirements are not already expressly agreed in the contract.

Where there is any conflict between this code of conduct and the contractual agreement with Currie & Brown, the terms of the contractual agreement will prevail.

Should the supplier sub-contract any element of work being undertaken for or on behalf of Currie & Brown, the supplier must ensure that the sub-contractor is bound by this code of conduct.

Currie & Brown reserves the right to terminate the business relationship with any supplier who fails to meet the standards set out in this code of conduct.



## 9. Audit and reporting

### | Audit

Currie & Brown reserves the right to audit and review suppliers with respect to compliance with this code of conduct and the applicable supply contract terms.

### | Reporting of suspected malpractice

Currie & Brown encourages transparency within the supply chain. Suppliers must raise any concerns regarding compliance with this code of conduct or any suspected malpractice in connection with the goods and services they provide for or on behalf of Currie & Brown.

Suppliers should encourage such reporting of malpractice within their own organisation.

Currie & Brown adopts a broad definition of malpractice including: non-compliance with this code of conduct; unethical practices; inappropriate business conduct; failure to comply with applicable law; poor labour practices; bribery; corruption; fraud; tax evasion; environmental damage; a failure to protect health and safety; or any other action or omission that does not align to the highest standards of ethical business conduct.

Suppliers can raise concerns with the person responsible for their engagement or with the group risk and compliance director who can be contacted via [compliance@curriebrown.com](mailto:compliance@curriebrown.com).

Additionally, Currie & Brown provides an independent whistleblowing service operated by Safecall which can be used to make confidential reports in any language. Reports of suspected malpractice can be made via their website which is [www.safecall.co.uk](http://www.safecall.co.uk).

Suppliers must co-operate with any investigation that Currie & Brown may instigate in connection with reported or suspected malpractice.



[enquiries@curriebrown.com](mailto:enquiries@curriebrown.com)  
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