



Vicinity Centres Supplier Code of Conduct

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1. Introduction

Vicinity Centres (Vicinity) has one of the largest portfolios of shopping centres in Australia and with this comes the opportunity to collaborate with our suppliers to create shared value and bring our purpose to *shape meaningful places where communities connect, to life.*

This Supplier Code of Conduct (Code) forms an important component of Vicinity's procurement processes and agreements with our suppliers and is underpinned by our values of *Respect, Integrity, Collaboration, Customer Focus and Excellence* and reflects our commitment to sustainability under our *Enable Good Business* Strategic Pillar. Our sustainability initiatives are described in detail on the Sustainability page of our website.

At Vicinity, we take our corporate responsibility seriously and we aim to deliver sustainable commercial outcomes by building a transparent and ethical supply chain aligned with our core values by:

- Collaboration: Collaborating with our suppliers and their supply chains to raise awareness and understanding of worker rights and safety, modern slavery due diligence, and environmentally responsible practices.
- Integrity: Ensuring compliance across our supply chain with our ethical standards and driving positive change with a focus on wellbeing, community, and the environment.
- Respect: Embracing difference and enabling participation of diverse suppliers in all economic activities.
- Excellence: Imagining a better way of doing business through continuous improvement.
- Customer Focus: Striving to understand and meet the increasing expectations of our customers and stakeholders.

Further, Vicinity is committed to building a supplier portfolio that reflects the diversity of our retail partners, customers, and communities in which we operate, and which offers a wide range of innovative and sustainable capabilities and solutions. This includes:

- Increasing engagement with Indigenous-owned businesses and enterprises in our supply chain as part of our [Reconciliation Action Plan](#) initiatives.
- Working with suppliers such as social enterprises that are also committed to fostering the social and economic development of the communities in which they operate.
- Working with suppliers who provide us with products and services that incorporate environmental sustainability considerations wherever possible.

As such, the intention of this Supplier Code of Conduct (Code) is to outline Vicinity's commitment to promoting responsible sourcing practices, including a focus on human and labour rights, the environment and business ethics, across our organisation and suppliers in line with our United Nations Global Compact Commitments.

2. The Code

Vicinity holds itself and all employees to the highest ethical and professional standards and this extends to contractors and suppliers through this Code, who we expect to share our commitment in acting fairly, ethically, safely, and responsibly at all times. This Code applies to all new, prospective, and existing suppliers and extends to the conduct of their subcontractors and third parties in their supply chain.

This Code has been developed in reference to the [Ethical Trading Initiative Base Code](#) which is based on the eight fundamental Conventions of the International Labour Organisation (ILO). The ILO [Five Fundamental Principles and Rights at Work](#) are also incorporated into this Code and expectations of both Vicinity Centres and suppliers.

The Fundamental Principles and Rights at Work are:

- Freedom of association and the effective recognition of the right to collective bargaining;
- The elimination of forced or compulsory labour;
- The abolition of child labour;
- The elimination of discrimination in respect to employment and occupation; and
- A safe and healthy working environment.

Please refer to Appendix 1: Definitions for definitions of terms used throughout this Code.

3. Supplier Obligations

3.1 Modern Slavery

- 3.1.1 Suppliers must not engage in any form of modern slavery or work with suppliers, subcontractors or recruiters who engage in any form of modern slavery.
- 3.1.2 Suppliers must not require workers to lodge deposits or identity papers such as passports with them.
- 3.1.3 Workers must be free to leave employment at any time after reasonable notice and must not be subject to unreasonable post-employment restraints.
- 3.1.4 Workers must be free to exit their workplace at any time and exits must not be locked.
- 3.1.5 Suppliers must conduct responsible recruitment practices. Suppliers should not charge workers recruitment fees or engage recruiters who charge workers recruitment fees. If workers are charged recruitment fees by a labour broker or recruiter, the employer should pay these fees.
- 3.1.6 Suppliers must notify Vicinity if they use third party recruiters to secure workers from other countries and provide a policy or written explanation which outlines how they ensure these workers have not been engaged in forced labour such as debt bonded labour, and that recruitment fees are either not charged by the third-party recruiter to the worker or are paid by the supplier themselves.

3.2 Child Labour

- 3.2.1 Suppliers must not engage in child labour and must not employ people who are below the legal working age in the country or legal jurisdiction in which they operate.
- 3.2.2 Workers under the age of 18 must be treated with special consideration, where working hours and tasks are adapted to their age and increased vulnerability. Workers under 18 years of age should not be engaged in excessive overtime or work in conditions which may cause them harm or which they are not sufficiently trained to conduct.

3.3 Freedom of Association and Collective Bargaining

- 3.3.1 All workers have the right to join or form trade unions of their own choosing and to bargain collectively without fear of threat or intimidation by the employer.
- 3.3.2 Worker representatives are not discriminated against and have access to carry out their representative functions within the workplace.
- 3.3.3 In cases where the right to freedom of association and collective bargaining is restricted under law, employers facilitate and do not hinder the development of other means for independent and free association and bargaining such as worker committees.

3.4 Wages

- 3.4.1 All wages and benefits paid to employees must, at a minimum, meet national or industry standards, whichever is higher. Wages should always be enough to meet basic needs and provide some discretionary income.
- 3.4.2 All workers must be provided with written information in a language which they understand, about their employment conditions including wage rates, pay periods, and deductions from pay prior to beginning their employment. Workers should also be provided with details of their wages such as rate of pay, pay periods and deductions each time they are paid.
- 3.4.3 Wages must be paid regularly and in line with industry standards.
- 3.4.4 Deduction from wages as a disciplinary measure and deductions from wages outside of what is allowed within national laws should not be permitted. Any deductions from wages should only occur with express written permission of the worker concerned, and permission must not be obtained through, or out of fear of, abuse or harassment.

3.5 Working hours

- 3.5.1 Working hours must comply with national laws or collective agreements, whichever provides greater protection to workers.
- 3.5.2 Working hours, excluding overtime, shall be defined within the employee contract and no worker is to work more than the maximum hours of daily labour set by applicable laws.
- 3.5.3 Workers are to be provided with at least one day off in every seven-day period or where allowed by national law, two days off in every 14 day period.
- 3.5.4 All overtime should be entered into voluntarily, whereby overtime should not be performed under duress (workers should not be forced to work overtime hours). Overtime should be reasonable, taking into account the extent, frequency and hours worked by individual workers and the workforce as a whole. All overtime should be compensated for within the overall compensation package of the individual which meets legal requirements.

3.6 Regular Employment

- 3.6.1 To every extent possible, work performed should be on the basis of a recognised employment relationship established through national law and practice.
- 3.6.2 Suppliers should not avoid obligations to employees stipulated under labour or social security laws for regular employment types by using labour only contracting, subcontracting, home working arrangements or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.

3.7 Subcontracting

- 3.7.1 Suppliers should seek approval from Vicinity for the engagement of any subcontractor involved in the provision of services and goods to Vicinity.

3.8 Diversity, Discrimination and Harassment

- 3.8.1 Suppliers should provide an inclusive and supportive workplace and must not engage in or tolerate any discriminatory practices regarding hiring, compensation, access to training, use of leave entitlements, promotion, termination or retirement based on factors such as race, caste, national origin, religion, age,

disability, gender, marital or relationship status, sexual orientation, union membership or political affiliation.

- 3.8.2 Suppliers shall respect, protect, and promote the rights of Indigenous peoples.
- 3.8.3 Suppliers shall foster a work environment in which each worker is treated with dignity and respect, and not subjected to threats of violence, physical punishment, confinement, or other form of physical, sexual, psychological or other harassment, discrimination or abuse.

3.9 Grievance Mechanisms

- 3.9.1 Suppliers must provide channels for workers and the community to raise grievances. Ideally, grievance mechanisms should allow for anonymous submissions.
- 3.9.2 All workers must be educated on how to raise grievances in a language which they understand.
- 3.9.3 Workers must be able to raise grievances without fear of retaliation, intimidation, discrimination, or harassment.
- 3.9.4 All grievances must be assessed and, where appropriate, addressed and remediated where complainants are kept informed throughout the process.
- 3.9.5 Suppliers are recommended to make available to their employees, subcontractors and third parties in their supply chain, materials on Vicinity's [Whistleblower Policy](#) and [Modern Slavery Incident Response Team](#). Any grievances including concerns related to modern slavery can be reported via the Whistleblower hotline or specific allegations or concerns related to modern slavery can be reported directly to Vicinity's Modern Slavery Response Team via modernslavery.responseteam@vicinity.com.au. If individuals are not comfortable reporting via the Modern Slavery Response Team email or would like to report anonymously, they can do so via the anonymous reporting channel described in the Whistleblower Policy.

3.10 Health and Safety

- 3.10.1 Suppliers must comply with all applicable health and safety laws.
- 3.10.2 Suppliers must provide a safe, healthy, and hygienic working environment and adequate steps must be taken to prevent incidents within the workplace or linked to work including, but not limited to, providing adequate personal protective equipment (which meets local and industry regulations) and training.
- 3.10.3 Suppliers with employees who need to enter Vicinity assets to undertake physical work must ensure those employees meet any applicable requirements (e.g., Vicinity inductions, Safe Work Method Statements, high risk licences) and be able to provide evidence on request.
- 3.10.4 Suppliers must provide regular and recorded health and safety training to all employees including training to all new or reassigned workers.
- 3.10.5 Suppliers must comply with appropriate industry practices relating to chemical use and safety in their manufacturing, processing and the provision of goods and services to Vicinity.
- 3.10.6 If accommodation is provided to workers, accommodation must be clean, safe, and meet the basic needs of workers.
- 3.10.7 To the extent that a supplier has operational control over a working environment, the supplier must identify, assess and control physical and psychological hazards and risks in that working environment.
- 3.10.8 Suppliers must record, track, and report all incidents as required by applicable laws and support accident prevention.

3.11 Environment

- 3.11.1 Suppliers are expected to minimise their environmental impact on Vicinity assets and maintain environmentally responsible policies and practices.
- 3.11.2 Suppliers must comply with all applicable laws and regulations relating to the environment, including any management and reporting obligations.
- 3.11.3 Suppliers must take responsibility for reviewing and implementing steps to minimise the negative environmental impacts of their products or services, including where possible, across the entire life cycle of the product or service. Minimising the environmental impact of products or services should take into consideration greenhouse gas emissions and energy consumption, pollution prevention and waste management, resource efficiency, impact on biodiversity, avoiding deforestation and supporting land conservation.

Suppliers are expected to manage the environmental impact of their operations by:

- ensuring the safe storage, transportation and disposal of hazardous substances including hazardous waste;
- ensuring adequate and safe management of hazardous materials;
- maintaining environmentally responsible policies and practices in relation to the consumption of resources such as energy and water.

- 3.11.4 Suppliers must notify Vicinity in the event of an accident or incident which may materially adversely affect the environment as a result of their operations connected to the services they provide to Vicinity.
- 3.11.5 Where required, suppliers must obtain and maintain environmental permits and submit required environmental reports to relevant authorities and Vicinity in a timely manner.
- 3.11.6 Suppliers are encouraged to educate their workers and their supply chain about environmental laws, policies, and procedures applicable to their work.
- 3.11.7 Suppliers must provide reasonable assistance and information to Vicinity in meeting our environmental reporting commitments.

3.12 Anti-Corruption

- 3.12.1 Suppliers must maintain accurate records of their financial transactions.
- 3.12.2 Suppliers must not commit, or become involved in, bribery, corruption, fraud, or money laundering of any form, including facilitation payments.
- 3.12.3 Suppliers must not directly or indirectly give, offer, or accept anything of value to obtain or retain business or favoured treatment to influence actions or to obtain an improper advantage for Vicinity, itself or any other third party, including any inducement of any kind.
- 3.12.4 Suppliers must not deal with companies on the Department of Foreign Affairs and Trade (DFAT) Consolidated List of all persons and entities who are subject to targeted financial sanctions or travel bans under Australian sanctions laws.

3.13 Anti-Competitive Behaviour

- 3.13.1 Suppliers and their employees must not engage in collusion, anti-competitive behaviour or similar with any other supplier, business, or person in relation to the preparation of quotes or pricing for Vicinity.

3.14 Cyber Security and Privacy

- 3.14.1 Suppliers must implement technical and organisational security measures that align with Vicinity's information security requirements and comply with relevant policies, including managing and monitoring their subcontractors and supply chain to protect Vicinity and its information assets.
- 3.14.2 If suppliers become aware of a cyber incident or data breach that affects or may affect Vicinity information assets, they must notify Vicinity within 24 hours of becoming aware of the incident or breach at cyber.security@vicinity.com.au.
- 3.14.3 Suppliers must treat Vicinity's information assets as confidential and only use that information for the purpose of providing products or services to Vicinity.
- 3.14.4 Suppliers who collect, use, store or have access to Personal Information held or provided by Vicinity must have adequate processes and effective technical security controls in place to protect Personal Information from misuse, interference, loss and unauthorised access, modification, and disclosure.
- 3.14.5 Suppliers must have adequate processes and controls to monitor compliance with applicable laws (e.g. Privacy Act 1988).
- 3.14.6 Suppliers must not do anything which would cause Vicinity to be perceived as acting inconsistently with our [Privacy Policy](#).

4. Transparency, Compliance and Governance

Suppliers should develop, maintain, and implement policies or programs consistent with this Code and maintain appropriate management systems to demonstrate compliance with the Code. Vicinity expects that our suppliers' financial, environmental, and social risks and opportunities are integrated into the organisation's governance practices and risk management frameworks at the highest leadership level (e.g. Board and Executive levels).

It is important to note that the provisions of this Code are minimum standards expected of suppliers. If national regulations, applicable laws, or commitments such as collective bargaining agreements govern the same issues, suppliers should follow whichever provides greater protection for workers.

We recognise that our suppliers will not all be at the same level of compliance with the requirements of this Code. Vicinity is committed to working collaboratively with our suppliers to build their understanding, raise performance and independently develop clear plans to achieve compliance and demonstrate progress.

This may include assessments of supplier practices, periodic requests for additional information, or site visits. Throughout this process, our objective is to work with our suppliers to identify best practice and support continuous improvement. If a supplier is in material breach of this Code, or reluctant to comply with this Code, Vicinity may decide to end the relationship at our discretion subject to contractual obligations.

To verify and maintain compliance with this Code suppliers must, as is reasonable and to the best of their ability:

- Respond honestly and in full to supplier assessment questionnaires and information requests, and provide all requested supporting documentation;
- Cooperate with Vicinity or authorised third parties in carrying out site reviews where required;
- Communicate this Code to subcontractors directly involved in the provision of goods or services for Vicinity;
- Work with their own supply chain and subcontractors to encourage compliant conduct aligned with the requirements of this Code;
- Notify Vicinity of any material breaches including breaches of Modern Slavery, Child Labour, Environment, Health and Safety and Cyber Security and Privacy requirements of this Code;
- Complete agreed action plans to achieve compliance with this Code should any breaches or shortcomings be identified.

Where a current or a former supplier is not comfortable to raise concerns via normal business channels, Vicinity maintains a Whistleblower process managed by an independent third party, Deloitte. This policy extends to and should be communicated to supplier employees and suppliers. Further details on this process are available at <https://www.vicinity.com.au/media/895427/whistleblower-policy.pdf>

5. Questionnaires

Vicinity's Supplier Assessment Questionnaire is the main avenue through which we gather important information regarding the performance of our suppliers. We will ask our suppliers to complete the questionnaire prior to engagement and also in the event of a material change in ownership, business operations or products and services provided to Vicinity.

6. Appendices

6.1 Appendix 1: Definitions

Throughout this Code, Vicinity uses specific terms which are defined below. Many of these definitions are interpretations of, or exact copies of definitions presented by the ILO, United Nations and Anti-Slavery International.

Apparel	Any garment worn on the body intended to protect, cover, or adorn.
Child labour	Defined by the ILO as work that deprives children of their childhood, their potential and dignity, and that is harmful to their physical and mental development. Child labour is mentally, physically, socially or morally dangerous and harmful to children and interferes with their schooling by depriving them of the opportunity to attend school. Note that not all work conducted by children/ youth is considered child labour. This is dependent on the child's age, type of work, hours of work, and the conditions under which the work is being carried out. Read more about child labour here .
Code	This Vicinity Supplier Code of Conduct.
Collective Bargaining	Negotiations between an organised group of employees and employers regarding working conditions and terms of employment such as wages.
Debt bonded labour	Where people are forced to work for an employer in order to pay off their own debts or debts which they have inherited. Debts may include fees owed to a labour broker or recruitment agencies who charge recruitment fees to workers in order to secure them a job or pay for training and insurance. Learn more about debt bonded labour here .
Forced or compulsory labour	Work or service which is conducted by a person under threat of penalty and which they have not entered into voluntarily.
Freedom of association	The right of individuals to freely and voluntarily establish and join organisations of their own choice such as trade unions.
Grievance	A complaint about an actual or potential wrongdoing or unfair practice.
Grievance Mechanism	A procedure which allows individuals to report a grievance/complaint, and which provides a clear framework for how grievances will be addressed.
Human trafficking	Recruitment, transportation, transfer, harbouring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit.
Information Assets	Any Vicinity Data and any Vicinity System used to process, store or transmit Vicinity Data.
Modern Slavery	Modern slavery means any activity, practice or conduct that would constitute an offence under the Modern Slavery Laws. More generally, modern slavery is an umbrella term generally used to refer to situations of exploitation where a person cannot refuse or leave due to threats, coercion, deception, and/or abuse of power. An example of modern slavery is forced labour.
Modern Slavery Laws	The Australian <i>Modern Slavery Act 2018 (Cth)</i> , the <i>Australian Criminal Code Act 1995 (Cth)</i> , the <i>UK Modern Slavery Act 2015</i> , and any other anti-slavery and human trafficking law, statute, regulation or code from time to time in force as applicable.
Personal Information	As defined in the Privacy Laws
Privacy Laws	(a) The Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth); (b) any legislation (to the extent that such legislation applies to Vicinity or the Supplier or any other recipient of Personal Information) from time to time in force in any: (1) Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); or (2) non-Australian jurisdiction (to the extent that Vicinity, the Supplier or any Personal Information is subject to the laws of that jurisdiction), affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and (c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments having the force of law, made or issued thereunder, as amended from time to time.
Suppliers	Any businesses that supply goods or services to Vicinity.