Brighton & Hove Albion Football Club Limited
Brighton & Hove Albion Women's Football Club Limited
Brighton & Hove Albion Foundation Limited

Supplier Code of Conduct

1. Purpose

This Supplier Code of Conduct (the "**Code**") sets out the expectations of The Brighton & Hove Albion Football Club Limited ("**BHAFC**"), The Brighton & Hove Albion Women's Football Club Limited ("**BHAWFC**") and Brighton & Hove Albion Foundation Limited ("**BHAF**") regarding the supply to them of services and/or goods.

For the purposes of this code, BHAFC, BHAWFC and BHAF shall be collectively referred to as the "**Club**". "**Supplier**" means any individual, legal entity, business partner, or agent that provides a good or service to the Club or undertakes any activity for or on behalf of the Club, either directly or indirectly.

We are committed to maintaining the highest ethical standards, behaviours and compliance and will not tolerate improper business conduct of any sort. We expect supplier performance and standards of behaviours to be in line with this Code and any contractual obligations. The Club expects our suppliers to act in a manner that upholds our reputation, whether in delivering goods, services or works on behalf of the Club. The purpose of the Code is to formally communicate these requirements and expectations.

This Code is not intended to be a comprehensive rulebook and cannot address every situation. The Code provides a set of key principles that underpin the minimum standards we expect from suppliers, and their subsidiaries, partners and subcontractors, that provide goods or services to us.

Our approach applies to our own people, and to our suppliers. Consequently, all suppliers who work with the Club must follow the principles set out in this Code. Furthermore, we expect everyone who is working with us to cascade the Code's principles to their own partners and suppliers.

2. Our values

The Club prides itself on its "Team Brighton" values:

- Treat people well
- Exceed Expectations
- Aim higher, never give up
- Act with integrity
- Make it special
- Be fan focused

The values are evident in the Club's reputation for high standards of professionalism both on and off the field.

This Code is informed by the values and principles set out in the following external standards and guidance:

- ILO Declaration on Fundamental Principles and Rights at Work and the ILO core conventions
- Ethical Trading Initiative Base Code
- United Nations Guiding Principles
- The Children's Rights and Business Principles
- The International Bill of Human Rights
- The UN Sustainable Development Goals
- FIFA Code of Ethics
- Premier League Statement of Principles

2.1 Related policies

Issues may arise that are outside of the direct scope of this Code. Further guidance for Club staff and suppliers can be found in the following supporting policies, copies of which are available upon request:

- Privacy Policy;
- Anti-Bribery and Corruption Policy;
- Anti-Fraud Policy;
- Criminal Offences Policy;
- Corporate Criminal Offences Policy;
- Gifts and Hospitality Policy;
- Modern Slavery Statement;
- Environmental Statement;
- Prevention of Sexual Harassment Policy;
- Safeguarding Policy;
- Whistleblowing Policy; and
- Equality Policy.

These policies may be added to, amended or updated from time to time.

2.2 Approval and Ownership

All of the Club's suppliers and their employees have shared responsibility for integrating the provisions of this Code into their actions and decision-making. The Club is committed to maintaining ethical standards across its supply chains. The Club's Procurement team (overseen by the Club's Ethics and Compliance Committee) shall ensure that the Code is implemented and shall continuously monitor its effectiveness. This Code and associated procedures shall be reviewed on an annual basis.

3. Legal Compliance

Suppliers must operate in full compliance with national and local laws, rules and regulations relevant to their business operations, including but not limited to: bribery and corruption, human rights and employment, environment and health and safety. Suppliers are also expected to obtain and maintain any legal permits, consents or licences necessary for the operation of their business.

For suppliers in regions where national laws set a lower standard than is set out in this Code, the standard set by the Code - or the ILO standards - shall be complied with, whichever is higher. Where regulatory provisions are more stringent, suppliers shall apply the more stringent provisions.

4. Standards of Behaviour

We encourage suppliers to go beyond compliance with the Code and relevant laws, using the principles in the Code as a minimum standard.

4.1 Human rights

Suppliers shall respect international human rights standards set out in the International Bill of Human Rights, the Children's Rights and Business Principles and ILO Fundamental Principles. Suppliers shall ensure that any violation of human rights is remedied in a manner consistent with applicable laws and regulations, international agreements and instruments, including the UN Guiding Principles on Business and Human Rights.

4.1.1 Forced labour

The Club is committed to taking steps to ensure that its supply chain is free from exploitation. Forced labour, whether in the form of indentured labour, bonded labour, unlawful migrant labour, child labour, or any other form, is not acceptable. Mental and physical coercion, slavery and human trafficking, and employment when not in accordance with ILO Convention 29 (Forced Labour) 1930 (No. 29), are prohibited. More information on the Club's commitment and approach towards modern slavery can be found in the BHAFC Modern Slavery Statement.

Suppliers shall not require workers to make deposits/financial guarantees and shall not retain identity documents (such as passports, identity cards, etc.), nor withhold wages.

4.1.2 Child labour

Suppliers must ensure that all workers are of an appropriate age in compliance with the national minimum age for employment or the local age of completion of compulsory education, whichever is higher. As a minimum, suppliers shall not employ any person under the age of 15 in line with the ILO Worst Forms of Child Labour Convention, 1999 (No. 182). Suppliers shall not employ young workers under 18 years of age at night, in hazardous conditions (for example, handling

mechanical equipment or chemicals), or in conditions that might compromise their health, safety or moral integrity, or that harm their physical, mental, or social development.

If children are found to be working directly or indirectly for the supplier, the supplier must seek a sensitive and satisfactory solution that puts the best interests of the child first.

4.1.3 Working hours and remuneration

Suppliers shall set working hours that comply with national laws or benchmark industry standards or ILO Conventions (Nos. 1, 14, and 47), whichever affords greater protection to ensure the welfare of workers. Workers shall 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, as well as public and annual holidays.

Work performed must be on the basis of a recognised employment relationship established in compliance with national legislation and practice, or the ILO Employment Relationship Recommendation (No. 198), whichever affords greater protection, to ensure the welfare of workers. Suppliers shall not make any deductions from wages that are unauthorised or not provided for by national law. Suppliers shall not make any deduction from wages as a disciplinary measure. Suppliers shall provide all legally required benefits, including paid leave, to all workers, as well as maternity leave provision and support for childcare where appropriate.

4.1.4 Freedom of association

Workers have the right to join or form trade unions of their own choosing and to bargain collectively, without prior authorisation from suppliers' management. Suppliers shall not interfere with, obstruct or prevent such legitimate activities in line with the ILO Workers' Representatives Convention, 1971 (No. 135).

Where the right to freedom of association and collective bargaining is restricted or prohibited under law, suppliers shall not hinder alternative forms of independent and free workers' representation and negotiation in line with the ILO Right to Organize and Collective Bargaining Convention, 1949 (No. 98).

4.1.5 Health and Safety

Suppliers shall provide safe conditions in all work, and shall establish and follow a clear set of procedures regulating occupational health and safety in compliance with, as a minimum, the ILO Occupational Safety and Health Convention, 1981 (No.155). Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

Suppliers must take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably

practicable, the causes of hazards inherent to the working environment. Appropriate and effective personal protective equipment shall be provided as needed, and workers shall be trained on the proper use and maintenance of such equipment.

Reasonable actions should be taken (for example, providing on-site clinics, a strong referral system, and external health providers) to ensure that workers have access to health services and insurance that serve the distinctive concerns and needs of women and men.

4.1.6 Discrimination, harassment and abuse

Our employees, those of our suppliers, and service users have the right to respectful treatment. We do not tolerate discrimination, harassment or victimisation in the workplace. We share and are committed to the standards, values and expectations set by the Premier League, the Football Association, the EFL and Kick it Out, who each assert that football is for everyone and that it belongs to, and should be enjoyed by anyone who wants to participate in it, whether as a player, official, staff member or spectator. Suppliers are also expected to comply with the principles of the ILO Violence and Harassment Convention, 2019 (No. 190).

Our aim is to confront and eliminate discrimination whether by reason of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, sex, sexual orientation, religion or belief. These are known as 'protected characteristics' under the Equality Act 2010.

Suppliers shall not engage in, support or tolerate discrimination in employment, including: recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of protected characteristics, social background, diseases, national origin, membership in worker organisations including unions, political affiliation, or any other personal characteristics.

4.1.7 Gender Equality

Fair and comparable wages, hours, and benefits are guaranteed to all workers for comparable work. Equal opportunities for women and men shall be provided in all aspects of training and personal and professional development.

Policies for the calculation of basic wages, overtime, bonuses, and payroll deductions are the same for both men and women workers, and measures are taken to ensure that all personnel understand these policies. Piece-rate work shall not be exempted from the right to overtime compensation.

Women employees are entitled to maternity protection (leave and benefits as well as protection against discrimination) in accordance with the requirements of national laws and regulations or ILO Conventions Nos. 183, 103, and 3), whichever provides greater protection. Women workers shall be protected against threats of dismissal or any other employment decision that negatively

affects their employment status in order to prevent them from getting married or becoming pregnant.

Sexual harassment, including unwelcome sexual advances, unwanted hugs and touches, suggestive or lewd remarks, requests for sexual favors, or the display of indecent, derogatory, or pornographic pictures, posters, drawings, or videos, is prohibited. Sexual harassment in any form is not acceptable in the workplace or in any facilities related to the workplace, including transportation and dormitories. All workers must be protected from retaliation for complaining about harassment. Please see the Club's Prevention of Sexual Harassment Policy for further details.

4.1.8 Local communities

We want to do business in a manner that improves the lives of workers and their communities across our supply chain. We expect our suppliers to respect the land and natural resource rights of communities, including indigenous peoples.

4.1.9 Safeguarding

Suppliers whose personnel may come into contact with children or adults at risk in connection with the Club (including on matchdays, at Club premises or in Foundation programmes) must comply with the Club's Safeguarding Policy, ensure that such personnel have undergone appropriate vetting (including Disclosure and Barring Service checks where legally permitted and required) and training, and report any safeguarding concern to the Club's safeguarding team without delay.

4.1.10 Protection of personnel and whistleblowers

Suppliers must maintain a work environment that is free from harassment, discrimination, sexual harassment, victimisation and retaliatory conduct. Suppliers must ensure that no individual suffers any form of detriment, disadvantage or adverse treatment as a result of:

(a) reporting, testifying or assisting in any investigation regarding alleged harassment, sexual harassment, discrimination, bullying or safety concerns;

(b) making a qualifying disclosure under applicable whistleblowing legislation or internal Club reporting pathways; and

(c) participating in lawful trade union activities, attending trade union informational or organising sessions during non-working time, or joining a trade union, in each case in accordance with applicable law (including, in the United Kingdom, the Employment Rights Act 2025).

Suppliers must ensure that casual, zero-hours or agency personnel who report harassment, act as witnesses or engage in trade union sessions will maintain their shift allocation rights. Reporting an incident or exercising statutory rights shall under no circumstances result in scheduling penalties or loss of future earnings.

For the purpose of this section 4.1.10, “detriment” includes any act or omission by the supplier that places a worker at a disadvantage. Prohibited detriments include but are not limited to:

(a) cancellation, reduction or unfavourable alteration of scheduled work shifts;

(b) exclusion from future shift allocation, work rosters or overtime opportunities;

(c) demotion, suspension, termination or refusal to renew casual or agency placements;

(d) unwarranted disciplinary action, negative performance appraisals or formal/informal reprimands;

(e) involuntary re-assignment to isolated, remote or undesirable duties; or

(f) verbal intimidation, subtle hostility, boundary testing or professional isolation.

4.2 Bribery and Corruption

The Club has a zero-tolerance policy towards bribery and corruption and is committed to implementing and enforcing effective systems to counter them. We require everyone who works with us to act honestly and with integrity at all times. Suppliers will at all times comply with all applicable laws and regulations related to their activities and to the provision of services and/or goods, including (without limitation) all applicable anti-bribery and anti-corruption laws.

It is expected that our suppliers will conduct their business honestly, fairly, and free from any bribery or corruption. Suppliers shall not receive, offer, promise, improperly influence payment, authorise payments or awards in return for personal gain, financial or otherwise.

The Club is politically neutral and does not make political contributions. Suppliers must not use our funds or resources for political activities.

Suppliers must not engage in, or facilitate, fraud or tax evasion, and must maintain reasonable procedures to prevent persons associated with them from committing fraud or facilitating tax evasion, including for the purposes of the Criminal Finances Act 2017 and the failure to prevent fraud offence under the Economic Crime and Corporate Transparency Act 2023. Suppliers must comply with all applicable sanctions and export control laws and promptly notify the Club if they or any of their owners or controllers become subject to sanctions.

Further detail is set out in the Club’s Corporate Criminal Offences Policy, Criminal Offences Policy, Anti-Fraud Policy, Anti-Bribery and Corruption Policy and Gifts and Hospitality Policy.

4.2.1 Hospitality, gifts and entertainment

Any hospitality, gifts, or entertainment given to Club staff, auditors or other third parties must be reasonable in nature and not intended to influence in any way our business decisions. For further information on the appropriateness of any hospitality, gifts, entertainment, see the Club's Anti-Bribery and Corruption and Gifts and Hospitality Policies for further information (copies of both are available on request).

4.2.2 Intellectual property and confidential information

The Club has developed an assortment of logos, designs, titles, symbols and other trademarks and copyrights in connection with our brand which may be shared with suppliers. The Club's intellectual property also includes team members' work products. For example, ideas, artwork, designs, processes or any other materials that they create related to the Club's business are the exclusive property of the Club. The Club's ownership of intellectual property also remains valid after the termination of the relationship or employment for any reason.

Our brand and intellectual property belong exclusively to the Club and may not be copied or used unless a supplier has been specifically authorised to do so.

Suppliers may be asked to sign a confidentiality agreement before the Club shares information. Suppliers may need to share confidential information with their own employees so that they can do their job. This must only ever be on a need-to-know basis. Suppliers or their employees must never share the Club's confidential information, even after the termination of the relationship or employment for any reason (save as permitted in accordance with any contract with the Club).

Suppliers that process personal data on behalf of, or shared by, the Club must comply with applicable data protection laws (including the UK GDPR and the Data Protection Act 2018), maintain appropriate technical and organisational security measures, and notify the Club without undue delay of any actual or suspected personal data breach or cyber security incident affecting the Club's data or systems.

Save where otherwise expressly agreed with the Club in writing, suppliers must not input Club intellectual property or Club confidential information into AI software (including for the purpose of training such software).

4.3 Environment

The Club recognises the environmental impacts created by its facilities, operations and supply chain and we are committed to making a difference with our own initiatives, both now and in the future. We are proud to have signed up to the United Nations Sports for Climate Action Framework, which commits us to halving our greenhouse gas emissions by 2030 and achieving net-zero by 2040.

The Club encourages suppliers to conduct their business in a manner which embraces sustainability and reduces environmental impact. Operations, sourcing, manufacture, distribution of products and the supply of services are to be conducted with the aim to protect and preserve the environment.

The Club encourages suppliers to be transparent about their environmental impacts. Suppliers must ensure that any claims and declarations made about products and services (e.g. recyclability, recycled content or "carbon neutral" labels) are legal, honest, transparent and verifiable. When using third-party logos (e.g. FSC®, Fairtrade or Rainforest Alliance), the necessary licenses and permissions must be obtained from the corresponding certification or licensing body prior to use.

4.3.1 Waste and recycling

The Club's waste disposal philosophy demonstrates a commitment to recycling of waste materials and support to any recycling or waste reduction initiatives. Suppliers are also encouraged to take a proactive approach towards waste minimisation. This may include: avoiding single-use plastics, maximising the life duration of products through innovative design, incorporating reused or recycled materials to products and packaging where possible.

4.3.2 Carbon reduction

The Club is committed to environmental sustainability and has a number of proactive steps that it and its partners are taking to minimise energy use and to reinforce the Club's commitment to carbon offset. The Club solely uses "green electricity" and has taken a number of steps to carbon offset its gas usage. See the Club's Environmental Statement for more information. We ask suppliers to align to our strategic goals and set emissions reductions targets that are long-term.

Where practicable, suppliers are expected to monitor, report, and (when requested) provide available data to the Club relating to the energy and emissions involved in their operations.

4.3.3 Resource Conservation

Suppliers are expected to use natural resources (e.g. water, sources of energy, raw materials) in an economical way and proactively seek to optimise their consumption of natural resources, including energy, water, biodiversity and deforestation.

4.3.4 Outsourcing and subcontracting

We recognise that outsourcing is a practice that suppliers may use to promote innovation, fill resource gaps, and/or create operational efficiencies. We also recognise that suppliers may need to use subcontractors in the performance of services. As a matter of general policy, is expected that our suppliers will not subcontract services they perform for us or outsource activities that

directly impact the delivery of goods and services to us, without our prior written approval (whether through a contract or as otherwise agreed). In situations where approval is given, it is important for us to know the locations of where the work will be performed and the parties involved in the provision of the services. Suppliers are expected to monitor the outsourcing or subcontracting arrangement to ensure that it complies with the supplier's contractual obligations and with this Code.

4.5 Football Betting, Match-Fixing and Inside Information

Suppliers, their personnel and subcontractors must uphold the integrity of professional football competitions. Personnel must strictly adhere to all FA and Premier League rules prohibiting betting, directly or indirectly, on any football match or competition worldwide, where applicable to them or their operational involvement with the Club.

Suppliers must not use disclose or pass on to any third party any confidential or non-public inside information obtained through their engagement with the Club for betting purposes or financial gain. Any approach, solicitation or attempt to fix an event or solicit inside information must be reported immediately to the Club.

5. Compliance with the Code

It is the supplier's responsibility to meet the Club's standards and to communicate, monitor and enforce these standards within their own supply chain.

5.1 Access to grievance mechanisms and remediation

Suppliers shall provide a mechanism for their employees and workers in their supply chain to raise workplace issues and concerns without fear of retribution. This mechanism should involve an appropriate level of management and seek to address concerns promptly and transparently. Arrangements must allow for issues and concerns to be raised and addressed anonymously and be clearly communicated to all workers and their representatives.

Suppliers shall ensure that a formal remediation process is available for stakeholders that may be negatively affected by their operations. Workers must be provided with transparent, fair and confidential procedures that result in swift, unbiased and fair resolution of difficulties which may arise as part of their working relationship. Where relevant, these mechanisms should extend to impacted communities.

The Club prohibits retaliation against any supplier or supplier's employee who, in good faith, seeks help or reports known or suspected violations of the Code. Any reprisal or retaliation by a supplier because a person sought help or filed a report will be treated as a serious breach of this Code and may result in termination of the supplier relationship.

5.2 Monitoring

The Club seeks to encourage a culture of speaking up amongst our suppliers. All suppliers have a duty to report any known or suspected violation of the Code, including any violation of related laws, rules, regulations, or policies. Any supplier employee who knows of or suspects a violation of the Code shall immediately report the conduct to a supervisor. The supervisor will contact their contact at the Club, who will work together to investigate the concern. Alternatively, concerns may be raised confidentially through the reporting channels set out in the Club's Whistleblowing Policy.

To monitor compliance with the Club's standards and expectations, we may request information from new and existing suppliers as part of any procurement process, or arrange for the audit of suppliers' facilities. If we discover a violation of our Code, we shall respond in a manner commensurate with the nature and extent of the violation. Upon receiving written or electronic notification from the Club regarding a suspected violation of the Code, the supplier must acknowledge receipt within one business day and, within 2 business days, confirm that it will cooperate fully with any Club investigation, providing all reasonable information and records.

"Critical violations" are considered serious enough to require immediate and decisive remedial action and may result in the termination of the business relationship. For the majority of violations, we will allow the supplier a reasonable time to develop and implement a plan for remediation. In those instances, we will conduct follow-up checks to monitor progress.

We prefer working with the supplier to correct violations rather than immediately terminating the relationship. Termination is unlikely to correct the underlying issue and may cause further hardship to workers and their families who depend upon the employment. However, if the supplier fails to demonstrate material progress toward improvement, we will cease our business relationship with that Supplier.