# PPF Ltd t/a or associated with ADR Network

These Supplier Guidelines apply to limited company contractors that provide driving services to PPF and that are approved on our ASL. To be read in full before the first assignment.

PPF Driver Supplier Guide - v20230228





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# INTRODUCTION

This supplier guide has been provided to our limited company contractor suppliers like you to assist you in the provision of services. The nature of the services you provide to us are safety critical and therefore it is important that you are aware of what our clients expect of us and consequently the standards we expect from our service providers. This guide whilst there to assist our services providers does not form part of the contract for services we have agreed with you and in the event of any conflict between this guide and the contract then the contract will take precedence. As this guide is non-contractual we are free to amend, vary or deviate from it at any time.

References in this guide to 'you' or 'your' are references to the incorporated entity that has agreed to provide services to us.

References to 'us' or 'we' are references to PPF Ltd t/a ADR Network.





### **PROVIDING SERVICES TO US**

As an approved supplier of driving services, you are providing services on a business to business basis. Our client require us to provide services to them, professionally and in accordance with their requirements. You are required to ensure that your staff do the same. In supplying services to us you will ensure that your staff:

- Arrive a minimum of 5 minutes early for an assignment.
- Be smartly and correctly attired in dark clothing with no large or offensive emblems image is very important. Do not wear jeans.
- Wear a high-viz vest, protective boots and any additional PPE that may be required.
- Carry a current driving licence, digicard and CPC card if applicable.
- Always carry the appropriate maps, a pen and emergency contact details.
- Familiarise themselves with the on-site Health & Safety policies and guidelines.
- Report all accidents, dangerous occurrences and incidents to the client immediately.
- Familiarise themselves with the client's accident reporting procedure.
- Contact us immediately if running late or experiencing any problems getting to a client at the agreed time.
- Contact us immediately if experiencing any problems with client's staff or the general public, it is imperative not to attempt to deal with the issue alone.
- Always keep the client updated on any delays or operational problems whilst on an assignment.
- Always remember that the client is the ultimate customer and respect the fact that although work is carried out in an unsupervised capacity your staff should always provide the services to the standard expected by our client.

You are required to only use staff that are able to carry out the services you are providing. However if, upon arrival, your staff are not confident in their ability to carry out the services in a safe and legal manner, then the client must be advised immediately.





As a business providing services to us and our clients it is important that the services are provided safely, lawfully and to the required standard. Below is a non-exhaustive list of examples of actions that would constitute a failure by your staff to provide services in a safe and lawful manner and to the required standard:

- Acts of violence or physical assault.
- Theft or fraud or falsifying documents or records.
- Wilful destruction of company property.
- Being under the influence of alcohol or illegal drugs.
- Negligence which causes unacceptable loss, damage or injury.
- Falsifying tachograph charts.
- Illegal double shifting.
- Acts contravening the Equality Act 2010.
- Refusing a reasonable request for a bag search.
- Pulling off a bay on a red light.
- Dropping a trailer.
- Failing to provide a digicard for download.
- Failure to apply trailer parking brake.
- Illegal use of a mobile phone.
- Smoking in the cab or other unauthorised areas.
- Failure to correctly report an accident.
- Running out of hours without communication to the client or following the correct procedure.
- Using same tachograph after night out.
- Leaving vehicle unattended for improper reasons.
- Driving in the outside lane of a motorway.
- Putting red diesel into a unit.
- Carrying a passenger without authorisation.
- Failing to check the temperature on fridge trailers.
- A negligent bridge strike.
- Lateness, unauthorised breaks.
- Poor appearance (must wear dark plain polo tops and work trousers).
- Poor fuel efficiency or driving technique when on assignment.
- Poor communication.
- Poor cab cleanliness.
- Failed collection or delivery due to driver error.
- Not wearing seat belt where fitted or using mobile device whilst driving.
- Failing window times without communicating or following procedure.
- Major deviation from route.
- Failure to complete a full circle/defect sheet.

Many of the above are safety critical and/or unlawful acts, consequently we would be in breach of our contract with our clients and potentially subject to commercial detriment. These obligations also sit within the standard of service that you have agreed to provide to us and therefore you are required to ensure that your staff provide services in a safe and lawful way and to the required standard. Failure to do so may lead to us seeking commercial/contractual remedies from you.





In accordance with the contract we have agreed with you, there is no obligation on us to provide you (or your staff) with work and there is no obligation on you to provide any services to us at any time. In this section, we aim to provide some helpful guidelines on how to achieve the most from working with PPF.

- Regularly confirm driving availability with us and inform us in a timely fashion should this change. Inform us immediately if encountering any problems whilst on an assignment.
- Be open and honest about your staff's experience and suitability for the assignments which we discuss with you. Listen and make notes when a consultant is providing a briefing about a job.
- When providing a substitute driver, please be aware that they must fulfil the driver substitution policies (see below).

In the event a substitute driver is provided, you are required to provide PPF with a minimum of 2 hours' notice, or as much notice as is reasonably practicable in the circumstances so that we can complete our compliance checks on the substitute and inform our client that a different driver is providing the services.

The substitute must have passed our approval process for the purposes of health and safety and security, and must either have undertaken an assessment at the client where the services are being provided or an induction has been arranged prior to the shift commencing at the client where the services are being provided. Please see Appendix 1 which explains in more detail how your company provides substitutes.

#### **PROVIDING SERVICES TO OTHERS**

As a supplier of services to us you are free to supply and market your services (advertise your services) to other agencies and customers – including our competitors. During the contractor approval process drivers will have been asked to provide us with details of other work undertaken with other customers. It is the responsibility of you and your staff to regularly update the PPF branch with these details. This is so we can accurately record the time spent providing services for legal purposes. PPF has extremely high compliance standards and we can only utilise staff provided by you when it is legal to do so.

### **DRIVING SAFETY ASSESSMENTS**

Recognising the unsupervised nature in which your staff carry out assignments, our clients are likely to want to assess your staffs' (including any substitute drivers that you send) capability to provide the services safely in their particular vehicles and on their particular sites before services can be supplied. These assessments typically last two hours and are to ensure the member of staff you utilise to the provide the services is able to do so safely and is familiar with client's site safety procedures. Where you choose to substitute the originally declared driver for a different driver at short notice (where the substitute has not been registered and inducted by us previously), and this does not allow for the full induction process, we have agreed a fast-track induction process of approximately 45 minutes with our clients. This allows you to exercise your right to send a substitute in circumstances where you wish to replace a driver at short notice.

Whilst the inductions are part of the client's safety process, they are also designed to allow your staff to assess the scope and suitability of the services. For the avoidance of doubt the period is not charged to the client and therefore is not chargeable by you to us.

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### **MEDICAL / DRIVING LICENCES**

### MEDICAL

When sending a substitute for the first time, you may not be required to complete a form regarding their health or a supplier approval form before they are able to provide services.

If, however, they are sent on a subsequent occasion then our supplier approval form will need to be completed as well as a short form with a declaration signed regarding their health.

- It will be your responsibility to advise PPF immediately of any changes to any of your staffs' health, as this
  may affect their ability to provide services.
- At 45 years of age the law requires a medical assessment every 5 years. At 65 years of age this medical will be required every year. It is your requirement to ensure (and provide evidence where requested) that your staff comply with this legal requirement.
- It is your responsibility to ensure that your staff inform the Medical Unit at the DVLA of any issues
  regarding health. If any restrictions apply to your staff's driving licence please advise us and, if
  appropriate, our client immediately.
- After the approval process has been completed, should there be any changes in health, you have an obligation to inform us and, if appropriate, our client particularly when undertaking assignments that would be classed as night work.

### DRIVING LICENCES

Whilst providing services to PPF and our clients your staff will be required to carry their driving licence with them at all times. PPF will check your staffs' licences approximately every 6 months with the DVLA, in some cases this will be 3 months. You are also responsible as a commercial service provider to ensure your staffs' licences are current and comply with all legal requirements.

Please be aware that our clients, that you are providing services to, may check your staffs' licences at any time. If your staff are unable to produce their licence on demand, it may not be possible to complete an assignment until such time as a licence can be provided.

We will not pay suppliers where their staff fail to produce a current and complete driving licence upon request, which subsequently results in an inability to commence that assignment. For safety and quality reasons PPF has a policy of not supplying a driver with more than 9 penalty points (in the case of you or your staff being known to us and approved) or 6 penalty points (in the case of you or your staff being unknown to us and not approved) and therefore as our supplier you are not entitled to send any member of staff to provide services to us that does not comply with our policy. In exceptional circumstances, we may agree to supplying you or your staff if you are unknown to us and not approved, but have more than 6 penalty points on your licence. Please note certain clients may have their own policies and it is a requirement that you comply with them as well.

Regardless of the number of points, PPF will not utilise staff that you provide who have penalty points prefixed with certain codes, including but not limited to:

- DR and DG
- DD
- CD40 CD90

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If any member of your staffs' (that you use to provide services to us) licence is endorsed, suspended or revoked for any reason, you must inform the local PPF Office, immediately.

#### ASSIGNMENTS

#### PERIOD AND LENGTH

Whilst in many cases we have exclusivity and sole supply arrangements with our clients, we have no contracts with clients that dictate a minimum level of requirement. Consequently, we are not obliged to provide you with the opportunity to provide services to us and you are not obliged to provide services to us.

#### SUPPLIER'S RESPONSIBILITIES

In order to provide the services in a lawful and safe way you must ensure that your staff:

- Always check that the assigned vehicle is roadworthy, legal and that it has the correct taxation and plating certificates. This is solely the responsibility of your staff.
- Always check that the load is secure. Your staff should never drive a vehicle suspected to be overloaded. As the driver your staff remain legally responsible, as the professional driver of the vehicle. Ignorance or indifference is no defence in a court of law. Fines for overloading will be the responsibility of your staff.
- Before leaving the client's premises be fully aware of the dimensions of the vehicle including trailers and its height, and have planned an appropriate route. Bridge strikes are avoidable, extremely costly and a huge inconvenience to all concerned.
- Take the client's details before leaving on any journey. This should include contact telephone numbers, Transport Manager's name, route planners etc.
- When leaving the vehicle unattended make sure that it is locked and has been parked safely.
- Never carry passengers except with the express permission of the client.
- Always leave the vehicle clean and tidy.
- Never smoke in the vehicle.
- Understand the client's paperwork including delivery notes, route plans and addresses prior to leaving. If in any doubt please ask.
- Be familiar with the on-site Health & Safety policies and guidelines. No-one should attempt any task that they are uncomfortable with or feel untrained or unskilled to complete. If in any doubt, contact the PPF office or representative.
- Report all accidents, dangerous occurrences and incidents to the client immediately. Be familiar with the client's accident reporting procedure to ensure this.
- Please also read the Health and Safety section.

#### **Fines & Offences**

- You and your staff remain responsible for any fines and offences incurred whilst providing services to PPF.
- PPF and its clients will not pay fines relating to you or your staff and we will not be held responsible for them in any way.

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### VEHICLE CHECKLIST

You must ensure that your staff make certain vehicle checks before they leave the depot. If the client has a defect reporting procedure please use the paperwork provided.

Each member of your staff should also make sure they are familiar with all the vehicle controls, including any ancillary equipment.

Each member of your staff should always be sure of the type of fuel required by the vehicle and know the arrangements for re-fuelling on the road if necessary.

Your staff must, in the event of a breakdown (including punctures) ensure that the necessary contact numbers for recovery or support are carried whilst on assignment.

You must ensure that your staff are aware that vehicle checks are unlikely to have been made by anyone else prior to an assignment and checks that must be carried out prior to leaving the depot. This checks include:

- Tax Disc
- Operators Licence
- Trailer Test Plate
- Lights
- Brakes
- Tyres and wheel nuts
- Water
- Wipers
- Mirrors
- Screen wash
- Oil
- Horn
- General condition of vehicle or trailer

You and your staff should always carry out a visual check of the vehicle and report any damage prior to leaving the client site.





### ACCIDENTS

Where you or your staff are involved in an accident, regardless of its seriousness, certain procedures must be adhered to. You and your staff must ensure that you :

- Always STOP. It is an offence to leave the scene of an accident.
- Obtain the following details:
  - The names and addresses of anyone involved.
  - The registration numbers of vehicles involved.
  - The insurance details of those involved.
  - Names and addresses of any witnesses.
  - Details of any police officer present at the scene.

It is important that you and your staff take the details relating to the scene of the accident. This should include the position of other vehicles, road layout and size, road markings, street furniture, any skid marks, traffic signs, junctions nearby, parked vehicles and weather conditions. This list is not exhaustive but a guide. It is important to detail as much information as possible at the scene, as often it can be very difficult to remember even two or three days after an incident.

Accidental damage is a key focus for all our clients. Many accidents are the result of careless behaviour and obvious negligence on the driver's part. You must ensure that you and your staff pay particular attention to Health & Safety policies and the surrounding environment in order to avoid unnecessary incidents.

PPF closely monitors all accidents and incidents. Please be aware that you may be removed from our approved supplier list if you or your staff are clearly not careful, provide services in an unsafe manner or to the required standard.

Upon return to the client's premises an accident report will need to be completed. As a supplier to PPF Ltd, you will need to cooperate fully with any investigation.

You must ensure that you and your staff do not admit liability or fault or to comment on the condition of the vehicle and that of its load. Never make any offers or promises to third parties. Always offer the police as much assistance as is reasonably possible.





### **DRIVERS NEGLIGENCE INSURANCE**

We are required by our clients to hold Drivers Negligence Insurance (DNI) to cover us (and in reality our clients) for the services that we provide, regardless of whether we engage a driver directly or engage a limited company contractor (like you).

Our clients require us to hold a sufficiently wide DNI policy so that any driver negligence claims can be processed via our policy with as little administration as possible. This is a commercial requirement that we are obliged to abide by and represents a significant commercial cost for us.

As a limited company contractor, you are an independent business and therefore you should be responsible for the commercial costs associated with the services you provide. As such, we will deduct a sum (as stated in the contract for services agreed between us and you) from payments due to you, for each assignment (an assignment is each single day that a limited company contractor provides services) where you provide services to our clients, in order to pass on some of the commercial costs that we bear for the DNI policy our clients require us to have in place.

We will apply the deduction for every assignment you provide services on, regardless of the member of your staff you use, including any substitute, assignee or sub-contracted driver you may use. As you are responsible for agreeing rates and paying substitute drivers, you are able to pass on the commercial costs of any assignment (including the DNI deduction) if you wish. That remains a matter for you and any substitute to agree and is not a matter for us.

Where a limited company contractor has, or obtains, a DNI policy of its own, that has a minimum cover of £10,000.00 per claim for damage to the vehicle you and your representatives are driving, covers all staff or representatives of your business, with a maximum of a £500.00 excess, our commercial premiums will reduce, because our insurers will have a limited company contractor's policy to claim against, if relevant. As such, the deductions, specified in this section, will not be applied while a limited company contractors' qualifying DNI policy is active provided that we are satisfied the DNI policy is suitable and has been adequately evidenced by the limited company contractor.





### PERSONAL PROTECTIVE EQUIPMENT

It is important that you and all of your staff have the correct Personal Protective Equipment (PPE) for the type of work to be carried out. It is important to protect against the risk of injury at all times. You must ensure that you and your staff:

- Always wear protective footwear with toe protection, and check regularly for continued suitability.
- Always use gloves when loading/unloading.
- Always wear a hi-visibility vest/jacket in designated areas.
- Always wear a hard hat when people are working overhead or when working with restricted headroom or if a client requires.

It is the responsibility of our suppliers to provide any relevant PPE to all of its staff prior to an assignment commencing.

### **DRUG AND ALCOHOL MISUSE**

- PPF practices a zero tolerance policy towards drinking alcohol or any substance misuse prior to or during any assignment. The effect of even a small amount of alcohol has been proven to significantly increase the risk of accidents.
- If your staff are currently under any medication, including any medicines for colds, flu or hay fever, read the information provided with the medication and fully understand the side effects that these drugs may cause. If they in any way impair judgement or cause drowsiness, they should not be utilised by you on an assignment.
- If PPF, its clients or their customers consider that your staff may be under the influence of any drugs or alcohol, this will result in removal from the assignment.

### DRIVER FATIGUE

- Over 20% of accidents on motorways and major roads are attributed to driver fatigue. Annually, tired
  drivers KILL more people than drink drivers. Accidents involving tired drivers are often more serious as
  the driver makes no effort to brake or change direction. It is important you ensure that your staff take
  regular breaks. This should involve leaving the vehicle, stretching legs and taking in fresh air.
- Falling asleep at the wheel of a moving motor vehicle is a criminal offence and can result in a lengthy prison sentence.





### MOBILE PHONES AND SATELLITE NAVIGATION UNITS

### **MOBILE PHONES – THE USE OF MOBILE PHONES WHILST DRIVING**

When driving any vehicle your staff must never use a hand-held mobile phone or other device and must always be in proper control of the vehicle. There are severe penalties for failing to comply with the law –heavy fines, loss of driving licence, or even a prison sentence.

It is easy to be distracted by a phone call or text message, and that split second lapse in concentration could result in a crash. The purpose of this document is to ensure that you are aware of responsibilities as a supplier to us and can ensure your staff are aware of the dangers with regards to the use of the phone and health and safety.

Initially, whether there is a genuine need to use a mobile phone whilst driving must be considered. You must put policies in place (between you and your staff) to ensure that your staff:

- Never use a hand-held phone or other hand-held communication device whilst driving.
- Are aware that using a mobile phone or other device in contravention of the law is illegal.
- Retain proper control of the vehicle at all times whilst driving.
- When driving use voicemail, a message service or call diversion in order to pick up messages later.
- Are aware that it is safer to only use a hands-free phone after having stopped in a safe place. But never stop on the hard shoulder of a motorway, unless it is an emergency.
- Avoid taking calls even on a hands-free phone whilst driving. If the call must be answered, notify the caller of the situation and end the conversation as soon as possible.
- Never try to accept information that requires notes to be taken such as telephone numbers, dates etc. If the information is urgently needed, the caller should call again and the call allowed to switch to messaging. The caller can then leave the details as a recorded message to be picked up upon reaching a safe stopping place.
- Avoid making calls even on a hands-free phone whilst driving. If there is a genuine necessity then the numbers should be pre-programmed into the phone before setting off and speed dialling used.
- Are aware that they are under no obligation to take a call, even from us or a client, whilst driving and may make arrangements to take or return the call at another time.
- THINK is it really necessary to make or receive calls on a journey? If not, wait until stopped in a safe place to make or receive a call.

Any comments or suggestions for improvement should be forwarded to our Health and Safety or HR departments. This policy will be regularly reviewed.

#### SATELLITE NAVIGATION UNITS

- Extra caution must be exercised if these are used. They have become valuable tools for road users but in many cases, the route planning is designed for car drivers and as such, they should not be relied upon by LGV drivers. They should never be programmed when the vehicle is moving.
- Many of our clients do not allow the use of satellite navigation units; always check with a client before use





### SOCIAL MEDIA

#### **Changing Communications**

The way we communicate with each other, our customers, the media, and stakeholders is changing. Social media includes, any online space that allows you to share information, pictures, videos, locations etc.- Facebook, Twitter, LinkedIn, YouTube, Google+, Tumblr, Foursquare, Blogger, Wordpress, Pinterest, Flickr, Reddit are only a handful of examples. If your business doesn't currently utilise social media, chances are you've heard enough about the likes of Facebook and Twitter and the commercial benefits that it can bring. This section sets out our expectations of our suppliers (and their staff) with regards to social media.

You must put policies in place (between you and your staff) to ensure that you and your staff do not:

- Make any statements, comments or other form of communication on social media holding yourself out as a spokesperson for, or on behalf of us.
- Publish anything that could bring us or our client into disrepute, including anything offensive or derogatory about colleagues, customers, suppliers or competitors, as it could lead to your driving services being terminated.
- Share information that could be confidential and/or commercially sensitive.
- Publish anything that amounts to inviting other suppliers, or drivers to discuss issues on public forums.
- Publish anything that seeks to criticise or that amounts to defamatory remarks about us or our clients.







### **PRIVACY POLICY (Data Protection)**

The Company is committed to offering privacy to everyone that contacts us through our branch network or via the Company website. The Company complies with the General Data Protection Regulations 2018 in relation to the processing of personal data. The Company is registered with the Information Data Commissioner and our Data Processing Policy is available on the Company's website or alternatively please speak to your local branch consultant.

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### **HEALTH & SAFETY**

Any of your staff that are attending a Client site for the first time will be provided a site introduction including specific health and safety guidance. You must ensure that your staff (including any substitutes you may send) do not undertake any assignment if an induction does not take place. The following are minimum standards that must be followed and the fact that services are supplied in an unsupervised capacity does not allow for any of these measures to be ignored.

#### Working Practices

You must ensure that your staff:

- Do not operate any item of machinery or equipment unless skilled and authorised to do so.
- Operate all machinery and equipment in accordance with health and safety measures.
- Inspect all machinery and equipment prior to use and report any defect to the client immediately.
- Familiarise themselves with any vehicle to be driven prior to driving it, either by seeking information from the client or referring to information in the vehicle handbook.
- Undertake coupling and uncoupling in accordance with information and training. Tractor unit and trailer brakes MUST be applied appropriately. Always double check application of park brakes.
- Never approach any coupling and uncoupling task if there is any uncertainty.
- Always familiarise themselves with, and follow, general site rules and specifically loading bay procedures. NEVER reverse onto, or pull off a bay on a red light unless you have received specific instruction from someone with authority at that site.
- Do not undertake any task that they feel may put themselves or others at risk or injury.

#### Hazard/Warning Signs and Notices

You must ensure that your staff:

• Comply with all hazard, warning and instruction signs and notices displayed on the premises.

#### Site Accidents

You must ensure that your staff:

• Report all accidents to a) The management of the location at which the accident occurred b) The Client's management team c) PPF Management d) to you, irrespective of how minor and ensure details of the same are entered into the accident book. Report any incident in which damage is caused to property, vehicles or equipment.

#### Health

You must ensure that your staff:

- Report any medical condition that could affect the safety of themselves or others.
- Ensure they are aware of, and follow the rules pertaining to, the no smoking areas.

#### Emergencies

• Ensure they are aware of the emergency (including fire) evacuation procedures and location of the assembly point.

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### **MODERN SLAVERY POLICY**

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our suppliers, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

As a supplier to PPF Ltd, we expect you to uphold the same ethics and standards mentioned in this policy.

### COMPLIANCE WITH THE POLICY

You must ensure that you and your staff read, understand and comply with this policy. The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those providing services to us. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You and/or your staff must notify PPF Ltd as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

If you and/or your staff believe or suspect a breach of this policy has occurred or that it may occur you must notify us immediately. You should note that where appropriate, and with the welfare and safety as a primary concern, we will give support and guidance to our suppliers to help them address coercive, abusive and exploitative work practices in their own business and supply chains.

If you or your staff are unsure about whether a particular act, the treatment of individuals more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your PPF branch.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains.





### COMMUNICATION AND AWARENESS OF THIS POLICY

Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us and supply services to us, and regular training will be provided as necessary.

Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors, and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

# **BREACHES OF THIS POLICY**

We may terminate our relationship with third parties and suppliers to us if they breach this policy.

If you wish to raise any concerns or have any queries relating to Modern Slavery please call 0845 6158453 and ask to speak with the HR Director. Alternatively, you can email <u>suppliers@ppfgroup.co.uk</u>





### WHISTLEBLOWERS POLICY

### THE POLICY

This policy applies to the Company's contractors who are classified as contract-workers.

The aim of the policy is to provide a procedure under which individuals who have reasonable grounds to believe that an incident of work place malpractice or mismanagement has occurred, is occurring or is likely to occur within the Company, are able to raise their concerns.

The Company is committed to ensure that any incident of work place fraud or mismanagement is prevented wherever possible, and immediately dealt with, should it arise. The Company encourages our contractors to raise their concerns about any incidents of malpractice in the work place at the earliest possible stage. This policy sets out the correct procedure for raising such concerns.

Provided contractors follow the procedural steps set out in this policy, they will be able to raise genuine concerns about malpractice within the work place without fear of harassment or victimisation by the Company.

### **DEFINITION OF MALPRACTICE**

For the purposes of this policy, the Company considers the following matters to constitute malpractice:-Commission of a criminal offence;

- Failure to comply with a legal/statutory obligation;
- Occurrence of a miscarriage of justice;
- Endangerment of the health and safety of any individual;
- Damage to the environment;
- The deliberate concealment of any information relating to any of the above.

#### THE PROCEDURE

The Company's primary aim is to prevent workplace malpractice from occurring in the first place. If it happens, it is our objective to prevent it recurring. If appropriate, every effort will be made to resolve the situation on an informal basis in the first instance. If this is not possible, the Company will take formal action to investigate and take whatever steps are necessary.

#### THE FIRST STEP

If you have a concern about work place malpractice, you should initially discuss it with the manager of the branch you supply services to, who will usually be in the best position to help. He or she will attempt to resolve the matter as promptly as is reasonably practicable.

There may be circumstances where you feel unable to approach the branch and in these circumstances you should raise the concern directly with a Director of PPF Ltd. To raise concerns please call 0845 6158453. Alternatively, you can email suppliers@ppfgroup.co.uk

### **FURTHER STEPS**

If you are dissatisfied with the action taken in respect of your concerns, you should raise your concerns in writing with a Director who will either deal with the matter or designate an appropriate management representative, as appropriate.

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You should be aware that your concerns will, as far as possible, be dealt with in confidence. There may be circumstances, however, where it will not be practicable for the Company to pursue a complaint or to deal with an alleged wrongdoer without the identity of the complainant becoming known and this is something which you must recognise when raising your concerns.

The person responsible for hearing your concerns will normally arrange a meeting with you. You may be required to set out your concerns in writing in advance of the meeting. Your concerns will then be discussed in full at the meeting and the person hearing the complaint will decide if any further action needs to be taken and, if so, what the appropriate action will be. This may include requiring you to attend a further meeting with a higher level of management or asking you to provide any further evidence which is considered necessary. You will, unless circumstances do not permit it, be told what action the Company has decided to take and you must treat any such information with the strictest confidence.

### FURTHER ACTION

If the concern raised is found to be valid then the Company may decide that one or more of the following steps (which is a non-exhaustive list) are appropriate:

- Referral of the matter to the Company's board of directors with a view to an internal investigation being carried out;
- Referral of the matter to the appropriate external regulatory body for further investigation;
- Referral of the matter to the police;

As stated above, you will normally be informed of any decision taken and you are required to keep this decision and all matters relating to it strictly confidential.

#### PROTECTION FROM VICTIMISATION

Provided you raise any concerns in good faith and not out of malice or with a view to personal gain on your part, and you have reasonable grounds for believing your concerns to be true, and you have complied in full with the spirit of the policy and procedural steps set out above, the following will apply:

- So far as possible your identity will not be disclosed at any time by the Company unless necessary for the purposes of its investigations or to comply with a legal obligation;
- You will not be subjected to any harassment or victimisation by the Company as a result of raising the concern;
- So far as possible any supporting evidence relating to your concerns will be kept secure at all times.

#### DISCLOSURES OUTSIDE OF THIS POLICY

If at any time it is discovered that you have raised a concern maliciously, in bad faith or with a view to personal gain or that you have failed to follow the Company's policy for disclosure, set out above, you will lose the protection provided to you under this and we may terminate services with your company.





### **REGULATIONS GOVERNING WORKING TIME**

Due to the nature of the services you are providing to us, there are various rules relating to the hours that your staff may drive for. You are required to monitor and ensure that the working hours of any member of your staff does not breach those that are legally permissible.

We will monitor the services you provide and the hours that your staff have provided services for, but this is due to the contractual commitments we have with our clients and because of our commitment to health and safety. The fact that we monitor hours does not in any way mitigate the requirement for you to comply with the law relating to working time (including those relating to night work) with regards to your staff.

#### tSOLV MESSAGING SYSTEM

PPF provides an online messaging system, tSOLV Messaging, for you and your staff to use when you providing services to us. To access this system you need access to an internet connection and web browser.

tSOLV Messaging can be found at:

#### www.adrnetwork.co.uk/messaging www.twnetwork.co.uk/messaging

Before you use this supplier portal, you will be issued with a username and password. The first time that you log on, you will be prompted to change this password to one of your own choice. If you want to change your password again, you can at any time, simply by logging on, and choosing the 'My Account' option on the left.

tSOLV Messaging is an Internet based messaging system, that works in a similar way to traditional email, using a familiar email type interface. As a supplier to PPF Ltd you agree that tSOLV Messaging can be used as a legitimate communication source in addition to or as an alternative to postal communication. You can use the system to send various enquiries through to the branch, or to Accounts. To send us a message, first choose 'New Message' from the options on the left. You then choose the type of message you wish to send from the drop down list that appears. What each message type is for, along with what information you need to fill in, is detailed below:

• General Enquiries

If you want to send a general message, question, or comment to Operations, fill in a subject for your message, and type the message you want to send.

• Supplier payment queries

If you have an invoice enquiry, you must fill in a message subject (for example 'Missing payment'), the week ending and the client site that your enquiry relates to, and then details of the query. If you have enquiries about 2 or more clients, you must use a new form for each.

Submit POA / Other Work tSOLV Messaging provides a way to submit POA and other work that you undertake so that we can take it into account against your working time and help ensure that we are providing our Clients with compliant drivers. You must provide the week ending that this applies to, and the total POA and other work in hours.

After completing any of these forms, click on the 'Send Message' link.





### tSOLV MESSAGING SYSTEM (continued)

Any messages that you send us, are kept in your 'Sent Items'. If you wish you delete a message either in your 'Inbox', or 'Sent Items', you simply click on the dustbin icon to the right of the message that you want to delete.

In addition to being able to send us enquiries through the system, tSOLV Messaging will send you details of new assignments, including the client address, contact information, assignment and site risks, and fees we have agreed. The system will also send you regular information about your working time. These details appear in your Inbox just like regular email. You are taken to your Inbox as soon as you log in.

Once you have finished your session, you should log out by clicking the link on the left.





### **APPENDIX 1 – SENDING A SUBSTITUTE**

## **Overview**

As a supplier of services to ADR Network the terms we have agreed with you give you right to engage a suitably qualified substitute to provide services on assignments, instead of the original driver that you put forward for a particular assignment. Due to the safety critical nature of the services you provide, we have created a Substitution Portal to ease the process of substitution and ensure that the services provided remain safe and in accordance with legal requirements. This document goes through the workings of the portal but, prior to this, there are some general points worth reiterating:

- 1. This document is a technical guide to the portal and should be read in conjunction with the supplier guide. Netiher this nor the supplier guide form part of the contract for services you have agreed with us. Ultimately, the right to send a substitute is governed by the contract we have agreed with you, and the contract takes precedence over this technical guide.
- 2. Under the terms you have agreed with ADR Network, you have the right to send a suitably qualified substitute. This does not mean that you are obliged to send a substitute in any particular circumstance. Another feature of the terms we have agreed with you is that you are not obliged to provide services to us and we are not obliged to provide you with work. Therefore, if you do not wish to or cannot provide services on a particular assignment then you do not have to. However, sending a substitute will allow you to still be paid for providing services on an assignment by using another supplier.
- 3. Where you engage a substitute to provide the services on your behalf, you are still responsible for the services provided by the substitute and you are responsible for negotiating rates with the substitute and any contractual arrangements between you and the substitute. ADR Network are not involved in the contractual relationship between you and any substitute.
- 4. Broadly speaking, there are two ways to use the Substitution Portal.
  - a. Firstly, there are suppliers and drivers that are already registered and verified on the portal. By being verified it means the suppliers and drivers have already undertaken the necessary safety, legal and capability inductions and checks to provide the services safely.
  - b. Secondly, substitutes that are not pre-registered and verified can be added to the portal by suppliers. In accordance with the terms you have agreed with us, substitutes must be suitably qualified to provide the services and therefore substitutes that are not already registered must complete the necessary safety, legal and capability checks. Once these are complete, the driver can be registered on the portal. Due to the safety and legal requirements that apply to the services you provide to us and we provide to our clients, the necessary safety, legal and capability checks can only be undertaken between 8:00 and 18:00. New drivers can only be registered on the portal during these hours.
- 5. Where you choose to substitute the originally declared driver for a different driver at short notice (where the substitute driver has not been registered and inducted by us previously), and this does not allow for the full induction process, we have agreed a fast-track induction process of approximately 45 minutes with our clients. This allows you to exercise your right to send a substitute in circumstances where you wish to replace a driver at short notice.
- 6. Where you wish to provide services by making your drivers available as potential substitutes to other suppliers or to have access to potential substitutes, then speak to your local branch who will talk you through the process of registering your drivers on the Substitution Portal. All drivers registered on the portal will receive a login to the portal which allows them to offer assignments on your behalf, that you have agreed to provide, to substitutes and they can be invited by other suppliers to provide services as a substitute on your behalf.

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# Offering a shift to a verified substitute

Step	
1	On your mobile, laptop or any other device open the Supplier portal in your browser
2	Log in with your email address or mobile telephone number. You will be sent an email or text with a code
3	Enter the code you received to carry on
4	You'll see your scheduler, displaying any shifts you have agreed to undertake, one week at a time
5	Find the shift you want to engage a substitute for and click on the shift times to open it
6	Press the "Find Someone" button
7	The system will display a list of suitably qualified drivers
8	You can offer the shift to a substitute driver by clicking on the "+" next to the substitute's name. When you have finished press the "Invite" button under the list
9	Alternatively, you can offer the shift to all the drivers in the list by pressing the "Invite All" button. Everyone in the list will be offered the shift immediately
10	The drivers you invite will be listed at the bottom of the screen. Each driver will be sent an email or text offering the shift to them
11	You now need to wait until one or more drivers have accepted your invitation
12	When someone accepts your invitation you will be sent a message with their contact details and the invited driver will receive a message with your contact details
13	You can now speak to any driver who has accepted your invitation and decide who to use to fulfil the shift and arrange payment details
14	When you have decided who you will use as a substitute you will need to confirm this in the portal
15	If you are not already logged in, click on the link in the acceptance message to log in to the portal as above
16	Click on "Active Substitution Offers" at the top of the screen
17	You will see a list of your recent services you have provided or are intending to provide using a substitute. Completed ones will be shown in green and your current, active ones will be shown in grey
18	Find the driver you would like to use, as a substitute, and click on the "Replace" button next to their name
19	The substituted shift will be displayed as completed. Your scheduler will now show the substituted driver placed on the shift
20	Contact your ADR Network office to let the team know that you have made a substitution
21	As you are still the supplier of the service, you will still receive a self-billing invoice for the shift as normal. It is your responsibility to ensure that you pass on any necessary billing information to the substitute company for them to issue an invoice in accordance with what you have agreed with them.





# Utilising a substitute that has not yet been verified

Step	
1	On your mobile, laptop or any other device open the Supplier portal in your browser
2	Log in with your email address or mobile telephone number. You will be sent an email or text with a code
3	Enter the code you received to carry on
4	You'll see your scheduler, displaying any shifts you have agreed to undertake, one week at a time
5	Find the shift you want to engage a substitute for and click on the shift times to open it
6	Press the "Send Someone New" button
7	You'll be given a form to fill in with some basic details of the substitute you want to utilise
8	When you have filled in the details carefully, read the notices and tick the box if you are happy to confirm them, press the "Next" button at the bottom of the screen
9	If the details for the substitute driver pass initial checks your invitation will be sent to that driver. If there is any issue with the details you will be told this on screen and the substitution will need to be verified by ADR Network before the invitation is sent. Either way you will receive a message letting you know what has happened.
10	Once the invitation has been sent the substitute you intend to use will receive a message letting them know and asking them to accept the invitation. They will also be contacted by the ADR Network branch to take them through an initial verification process
11	When the driver has accepted the invitation you will be sent a message asking you to confirm the substitution.
12	If you are not already logged in, click on the link in the acceptance message to log in to the portal as above
13	Click on "Active Substitution Offers" at the top of the screen
14	You will see a list of recent services you have provided or are intending to provide using a substitute substitution proposals. Completed ones will be shown in green and your current, active ones will be shown in grey
15	Find the driver you would like to use as a substitute and click on the "Replace" button next to their name
16	The substituted shift will be displayed as completed. Your scheduler will now show the substituted driver placed on the shift
17	Contact your ADR Network office to let the team know that you have made a substitution
18	As you are the supplier of the service you will still receive a self-billing invoice for the shift as normal. It is your responsibility to comply with the invoicing and payment process you have agreed with the substitute.





# Substitute driver receiving an invitation

Step	
1	Having offered and advertised your company's services on the substitution portal, you will receive email and text invitations to substitute shifts for other suppliers
2	You can click on the link in the text or on the "Respond Now" button in the email
3	You will see a screen displaying the shift details and will be able to accept or decline the invitation by pressing the appropriate button at the bottom of the screen. When you have chosen your response you will be taken to the portal login screen and can close the browser or log in to see your current shifts
4	If you accept, you will receive a notification with the contact details for the supplier offering the shift, and that supplier will be sent a message with your contact details
5	You can now speak to the supplier offering the substitution to decide if you wish to take up their offer and arrange payment as necessary
6	When you are accepted as a substitute you will receive a message to that effect and when you log on to the portal you will see that you are assigned to that shift in your scheduler
7	Contact your ADR Network office to let them know you've been accepted as a substitute and get any specific information you may need about the shift
8	Once the original supplier has received their self-billing invoice they will pass on the relevant billing details to you for your company to raise an invoice to them

# **Getting help**

Step	
1	On your mobile, laptop or any other device open the Supplier Substitution portal in your browser
2	Log in with your email address or mobile telephone number. You will be sent an email or text with a code
3	Enter the code you received to carry on
4	Click on the "Support" link at the top of the screen, or press the menu button in the top left and choose "Support"
5	You will see a list of any previous or current support requests you have made.
6	To make a new request for help, press the "New" button
7	Enter a brief subject and then your query and press "Save" at the top right of the screen.
8	Your request will be allocated to the appropriate person within ADR Network and you will receive a message as soon as they have replied.
9	To see any notes sent to you, or make a replay come back to this list and click on the relevant support case



