

WATER MANAGEMENT ALLIANCE

SUPPLIER PERFORMANCE POLICY

OPERATIONS

Last review date: January 2025

To be reviewed every 3 years

Next review date: January 2028

Reviewed by: WMA Consortium Management Committee

Adopted by:

Broads Internal Drainage Board
East Suffolk Water Management Board
King's Lynn Internal Drainage Board
Norfolk Rivers Internal Drainage Board
Pevensey and Cuckmere Water Level Management Board
South Holland Internal Drainage Board
Waveney, Lower Yare and Lothingland Internal Drainage Board

SUPPLIER PERFORMANCE POLICY

1. Introduction

- 1.1. The WMA Member Boards operate and promote a system of continuous learning and improvement in all aspects of Health and Safety and Environmental practice.
- 1.2. Supplier performance is key to this, and we expect the highest standards from our suppliers.

2. Monitoring

- 2.1. Supplier performance is monitored as part of the framework management arrangements. This includes unannounced safety and environmental audits of work, as well as general feedback received at any time.

A yellow / red card system is also operated and will be triggered in a number of circumstances, which include:

- 2.1.1. any act or omission by a supplier leading to a prosecution in any of its business dealings shall be notified to the WMA CEO, as per section 4.0.
 - 2.1.2. any act of negligence by a supplier which significantly increases the risk to others or the environment during the execution of any WMA Member Board work.
 - 2.1.3. failure to follow the WMA Member Board's management systems, policies and procedures and safe systems of work.
 - 2.1.4. Any act of disrespectful behaviour towards staff or members of the public
- 2.2. Following the issue of a yellow card for any issues under 2.1.1 - 4 the supplier will be instructed to prepare an action plan to address the failures which led to the incident and agree actions safeguarding against a repeat incident with the WMA Member Board. This is to be sent to the relevant Operations Manager and Area Manager within 10 working days of card issue.
- 2.3. The issuing of three yellow cards for a failure within categories 2.1.1 - 4 within the tender period (3 years plus any extension as per the supplier tender document) will result in escalation to the issuing of a red card, ie: The Third yellow card will result in an automatic red card.
- 2.4. The issuing of a red card under this policy will result in immediate suspension from the framework for 12 months AND until such time that the CEO approves their re-admission.
- 2.5. If any act or omission under 2.1.1 – 4 is RIDDOR reportable, or deemed highly irregular by the CEO, then the WMA Member Board reserve the right to issue a red card immediately.

3. Dispute

- 3.1. Where a supplier is in dispute with a WMA Member Board, no further work will be issued to the supplier until the dispute has been resolved.

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4. Notification under 2.1.1

- **Obligation to Notify:**
The Supplier shall promptly inform the WMA in writing within 10 business days upon becoming aware of any of the following events:
 - a) The initiation of any legal, regulatory, or governmental investigation, inquiry, or proceeding involving the Supplier, its affiliates, or any of its key personnel.
 - b) Any criminal prosecution, civil action, formal censure, or regulatory enforcement action against the Supplier or its affiliates that could reasonably be expected to adversely affect the Supplier's ability to meet its obligations to the WMA or damage its reputation.
 - c) Any other material breaches of laws, regulations, or industry standards related to the conduct of its business, whether or not directly related to the services or goods provided to the WMA.
- For the purposes of this clause, "material breaches" include, but are not limited to, breaches related to fraud, bribery, corruption, environmental violations, or health and safety regulations.
- **Failure to Notify:**
Failure to notify the WMA as required under this clause shall constitute a red card event under this policy and the consequences as set out in 2.4.
- **Confidentiality:**
Any information provided under this clause shall be treated as confidential and used solely for assessing the Supplier's suitability to continue providing goods or services.