

# OLIVER BONAS

## Supplier Code of Conduct

### INTRODUCTION

At Oliver Bonas, we have a company motto "Work Hard, Play Hard and Be Kind". We aim to "Be Kind" in every aspect of our company life. As a design-led British retailer, we strive to do business in a way that has integrity, is ethical and doesn't negatively impact others or the environment.

We pride ourselves on innovative, original designs and to achieve this we source high quality products from a variety of different countries and cultures. We have developed this Supplier Code of Conduct (Code) to ensure that the high standards we set for ourselves here at Oliver Bonas are replicated throughout our supply chain.

We therefore ask all businesses that supply goods and services to Oliver Bonas will do so in accordance with this Code. We value long-standing trusting relationships with our suppliers and we commit to working in a transparent and open manner and we ask our suppliers to do the same. If you believe any aspect of your business does not currently comply to our Code then let us know. We can then work with you closely to put a plan in place to drive improvements and ensure your future compliance.

We appreciate your efforts to help us with our ethical trade ambitions. We are looking forward to advancing together with you and forming a positive ethical partnership.



Oliver Tress

Founder & Managing Director, Oliver Bonas Ltd

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## EXPECTATIONS

### Application

This Code will apply to the whole supply chain, including sub-contractors and homeworkers. Standards equally apply to permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly paid, legal young workers (minors), part time, night, and migrant workers.

The provisions of this Code constitute minimum and not maximum standards, and this Code should not be used to prevent companies from exceeding these standards. Companies applying this Code are expected to comply with national and other applicable law and, where the provisions of law and this Code address the same subject, to apply that provision which affords the greater protection.

### Compliance monitoring

This Code is a mandatory requirement and suppliers may be subject to audit to review compliance either by Oliver Bonas or a third party we choose to represent us. In order to achieve this Oliver Bonas expects our Suppliers to adopt an open attitude to these monitoring activities and to give all cooperation to its own and any third party auditors employed.

Where suppliers breach this Code we will work with them to make improvements to ensure ongoing compliance. We will implement a reasonable timeline for suppliers to make these improvements. Suppliers will then need to provide proof of compliance at the end of this timeline.

We do however reserve the right to terminate our arrangement with the Supplier immediately for appropriate transgressions or where there is no willingness to make the necessary changes.

Suppliers shall not manipulate or influence their workers, nor shall they forge any files or records in order to alter the verification process regarding compliance with this Code. Non-transparency is regarded as a violation of this Code.

### Transparency of production

At Oliver Bonas we are committed to working with our suppliers in a transparent and open manner and we ask our suppliers to do the same. If requested, suppliers will provide us with locations of all production sites they use for our products including any homeworkers.

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We ask our suppliers not to use third-party subcontractors without prior written authorisation from Oliver Bonas. Prior written acceptance of this Code by the approved subcontractor is required before production begins. When using subcontractors, suppliers need to ensure relevant documentation is maintained for verification purposes. Suppliers should also be able to provide Oliver Bonas, on request, with details and locations of their own direct supply chain.

## **Implementation & communication**

### **Internal**

Suppliers shall appoint a senior member of management who shall be responsible for the implementation and enforcement of this Code.

Suppliers will inform their workers about this Code and the expectations of Oliver Bonas. A copy of this Code should be displayed in a prominent place, translated into the local language.

Suppliers will make aware to workers, they are able to contact Oliver Bonas in confidence at any time should they have any concerns with issues concerning this Code using this email address: [ethics@oliverbonas.com](mailto:ethics@oliverbonas.com)

Suppliers will report promptly any violations of this Code to Oliver Bonas including violations by any employee or subcontractor working on the supplier's behalf. A violation should be reported using this email address: [ethics@oliverbonas.com](mailto:ethics@oliverbonas.com)

### **External**

It is the supplier's responsibility to implement this Code with your own suppliers. We recognise that issues may arise further down our supply chains and we need to collaborate with each other to ensure these are minimised. We therefore ask you, our direct suppliers, to ensure this Code is cascaded down to your own suppliers and that you monitor compliance to this Code.

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## PRINCIPLES

### 1. Employment is freely chosen

- 1.1 There is no forced, bonded or involuntary prison labour.
- 1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

### 2. Freedom of association and the right to collective bargaining are respected

- 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

### 3. Working conditions are safe and hygienic

- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken 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 in the working environment.
- 3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the Code shall assign responsibility for health and safety to a senior management representative.

### 4. Child labour shall not be used

- 4.1 There shall be no new recruitment of child labour.

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4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; “child” and “child labour” being defined in the appendices.

4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

## **5. Living wages are paid**

5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

## **6. Working hours are not excessive**

6.1 Working hours must comply with national laws, collective agreements, and the provisions of 6.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.

6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.\*

6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

6.4 The total hours worked in any 7 day period shall not exceed 60 hours, except where covered by clause 6.5 below.

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6.5 Working hours may exceed 60 hours in any 7 day period only in exceptional circumstances where all of the following are met:

- this is allowed by national law;
- this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- appropriate safeguards are taken to protect the workers' health and safety; and
- the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

6.6 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.

\* International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

## **7. No discrimination is practised**

7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion & belief, pregnancy & maternity, age, disability, gender identity, marital & civil partnership status, sexual orientation, union membership or political affiliation.

## **8. Regular employment is provided**

8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

## **9. No harsh or inhumane treatment is allowed**

9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

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## 10. Environmental management

10.1 Suppliers must comply with the requirements of local, national and international laws related to environmental standards.

10.2 Suppliers must make continuous improvement in improving efficiency and sustainability of their operations to minimise the use of energy, water, raw materials and where practical reduce the amount of packaging and waste produced.

## 11. Animal welfare (if applicable)

11.1 Suppliers must respect animal welfare and work progressively towards adopting healthy and humane practices towards animals based on best available technology and standards.

11.2 Animal testing will be minimized and alternatives will be used whenever possible, scientifically valid and acceptable to regulators.

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## Supplier Code of Conduct

I, the undersigned, hereby acknowledge receipt of the Supplier Code of Conduct.

By signing, we understand our legal obligation to comply with Supplier Code of Conduct as part of our terms and conditions of trade with Oliver Bonas Ltd.

.....

(Insert signature)

.....

(insert name and position held)

for and on behalf of

.....

(Insert company name)

Date: .....

Please also identify (check which applies) whether...

☐ Your company is a member of SEDEX and will link its SEDEX information to the Oliver Bonas account (Account number ZC131602322)

Supplier SEDEX Account number: ZC.....

☐ Your company has had an external social compliance audit completed in the last two years and will share this with Oliver Bonas



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## APPENDIX

### Definitions

**Child:** Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

**Child Labour:** Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

**Homeworker:** A person who carries out work for a business under direct or indirect contract, other than on a business' premises, for remuneration, which results in the provision of a product or service as specified by the employer, irrespective of who supplies the equipment, materials or other inputs used.

**Subcontractor:** A business that performs part or all of the obligations of another's contract. Refers to the business partner which is appointed by the manufacturer, to take over - fully or partly - the final production of goods. This is not the same as a supplier of parts or goods.

**Young Person:** Any worker over the age of a child as defined above and under the age of 18.