

**Definition:**

**Modern Slavery Act:** the Modern Slavery Act 2015 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**1. Modern Slavery, Child Labour and Inhumane Treatment**

1.1.1 The supplier shall ensure that all work carried out by its staff or Sub-contractor staff is voluntary and workers shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length.

1.1.2 The Supplier shall not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour.

1.1.3 The supplier shall ensure that its Staff and Sub-contractor Staff shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents and work visas in both home and host countries.

1.1.4 The supplier shall not confiscate or withhold staff identity documents or other valuable items, including work permits and travel documentation as a means to force staff employment or to restrict their freedom of movement.

1.1.5 The Supplier warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world and that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

1.2 The supplier shall:

1.2.1 make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

1.2.2 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-contractors anti-slavery and human trafficking provisions where applicable;

1.2.3 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

1.2.4 shall not use, nor allow its employees or Sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-contractors;

1.2.5 Shall not use the threat of physical abuse, sexual violence, harassment and intimidation against an employee’s or sub-contractor’s family members, or close associates.

1.2.6 shall not use or allow child or slave labour to be used by its Sub-contractors;

1.2.7 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the authority, the Buyer and Modern Slavery Helpline.

**Staff payment**

1.3 The Supplier shall:

1.3.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment and shall be provided all legally mandated benefits;

1.3.2 ensure that all Supplier Staff are provided with written Information in a language that they understand about their employment conditions in respect of wages, the particulars of their wages for the pay period concerned each time that they are paid, working hours and other working and employment conditions before they enter employment.

1.3.3 Wage payments shall be made at regular intervals and directly to staff, in accordance with national law, and shall not be delayed, deferred, or withheld.

1.3.4 Only deductions, advances, and loans authorised by national law are permitted and shall only be taken with the full consent and understanding of staff.

1.3.5 All staff shall retain full and complete control over their earnings.

1.3.6 not make deductions from staff wages:

(a) as a disciplinary measure

(b) to keep workers tied to the employer or to their jobs

(c) without expressed permission of the worker concerned;

1.3.7 record all disciplinary measures taken against its staff; and

1.3.8 ensure that Supplier Staff are engaged under a recognised employment

relationship established through national law and practice.

**Staff hours of Work**

1.4 The Supplier shall:

1.4.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

1.4.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

1.4.5 All overtime shall be purely voluntary, unless part of a legally recognised

collective bargaining agreement.

1.4.6 Supplier staff shall not be required to work overtime under the threat of penalty, dismissal, or denunciation to authorities, a disciplinary measure, or for failure to meet production quotas.

1.4.7 The supplier will ensure that the use of overtime is used responsibly, taking into account:

(a) the extent;

(b) frequency; and

(c) hours worked;

by individuals and by the Supplier Staff as a whole;

1.4.8 The total hours worked in any seven-day period shall not exceed 60 hours, working hours may only exceed 60 hours in any seven-day period in exceptional circumstances where all of the following criteria are met:

(a) this is allowed by national law;

(b) 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

(c) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

1.4.9 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Staff Freedom of movement:

1.5.1 The supplier shall ensure that staff’s freedom of movement shall not be unreasonably restricted, staff shall not be physically confined to the workplace or any related premises, nor should a mandatory residence in employer-operated facilities be made as a condition of employment

1.5.2 The supplier shall ensure that staff are not subjected to coercive or any other means or behaviour to restrict staffs’ freedom of movement or personal freedom.