

OLIVER BONAS

SUPPLIER CODE OF CONDUCT

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’ve 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 that all businesses supplying 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. 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’re 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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OUR EXPECTATIONS

Applying our Code of Conduct

- This Code applies to the whole supply chain, including sub-contractors and homeworkers. These standards equally apply to permanent, temporary, and agency workers, piece-rate, salaried, hourly paid, young legal workers (minors), part-time, night, and foreign migrant workers; (see our 'Foreign migrant worker policy' here).
- The provisions of this Code make up minimum and not maximum standards and shouldn't be used to prevent companies from exceeding these standards.
- Companies applying this Code are expected to comply with national and other applicable laws and, where the provisions of law and this Code address the same subject, to use that provision which affords the greater protection of the workers.
- Your company can choose to develop its own company Code of conduct covering everything in this Code or choose to just use this Code instead.

How we monitor Code compliance

- This Code is a mandatory requirement, and you may be subject to audit to review compliance by Oliver Bonas or a third-party we choose to represent us. To achieve this, we expect you to adopt an open attitude to these monitoring activities and give all cooperation to our own and any third-party auditors employed.
- Where our suppliers breach this Code, we'll work with them to make improvements to ensure continued compliance. We will implement a reasonable timeline for you to make these improvements. You'll then need to provide proof of compliance at the end of this timeline.
- However, we do reserve the right to terminate our arrangement with you immediately for appropriate transgressions or where there's no willingness to make the necessary changes; (see our 'Red critical policy' here).
- Our suppliers shall neither manipulate or influence workers, nor forge any files or records 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're committed to working with you transparently and openly. We ask you to do the same.
- If requested, provide us with the locations of all production sites that you use for our products, including any homeworkers; (see our 'Homeworker tools' resource here to help you record important information).
- We ask our suppliers not to use any subcontractors without prior written authorisation from Oliver Bonas. Any subcontracted sites you wish to use for production must be declared to Oliver Bonas via the new factory set-up process, with all compulsory policies agreed upon, signed and approved by Oliver Bonas; you can find our 'New factory checklist' here).
- You must provide Oliver Bonas with details and locations of your supply chain; (see our 'Supplier/factory set-up form' here).
- Our suppliers must provide access to factory workers, records and factory work areas. You must be cooperative and transparent during a third-party audit.

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Factories must maintain only one set of complete and accurate working-hour and payroll documents and records representing true work conditions.

Anti-bribery and corruption

Factories mustn't take part in corrupt or unethical practices. For example, paying bribes in exchange for jobs, favoured treatment, and more.

Ethics

Our suppliers will comply with applicable anti-bribery and anti-corruption laws and regulations. This means you won't directly or indirectly take part in, solicit or accept i) offers, payment, or promise of a bribe, ii) kickback, or other improper benefits in connection with Oliver Bonas. This includes any business conducted with, or services provided to, our company. Even if bribery is often used locally, our suppliers, Oliver Bonas' employees, or its representatives must still comply with anti-corruption laws. You shall keep using your effective anti-bribery compliance program to ensure such compliance. You will keep accurate and transparent books and records so all payments can be honestly described and documented. If you become aware of any violation of these laws and regulations, inform us by writing to our Oliver Bonas email: ethics@oliverbonas.com.

No Auditor Bribery

You may not offer a gift (including product or product samples), to any Oliver Bonas employee or designated third-party representative who performs activities to monitor Code and Conduct compliance. These include:

- Gratuity;
- Entertainment;
- Favour;
- Cash or cash equivalents.

Implementation & communication

Internal

- Our suppliers shall appoint a senior member of management who will be responsible for implementing and enforcing this Code.
- You'll inform workers about this Code and the expectations of Oliver Bonas. A copy of this Code should be displayed in a prominent place and translated into the local language.
- Make sure workers know they can 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
- Please immediately report any violations of this Code to us at Oliver Bonas, including violations by any employee or subcontractor working on the supplier's behalf. You should report a violation to ethics@oliverbonas.com.

External

It's your responsibility to implement this Code with your own suppliers. However, we recognise that issues may arise further down our supply chains, and we must collaborate

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to ensure these are minimised. We, therefore, ask you, our direct suppliers, to ensure this Code is passed down to your own suppliers and that you monitor their compliance with this Code.

OUR PRINCIPLES

1. Employment is freely chosen

- 1.1 There's 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 All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The owner of the factory shall adopt an open attitude towards the activities of trade unions

and their organisational activities.

2.3 Worker's representatives are not discriminated against. They have access in the workplace to carry out their representative functions.

2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not prevent, the development of similar means for independent and free association and bargaining.

2.5 Workers will be able to express their grievances and protect their rights regarding working conditions and terms of employment. At a minimum, this means setting up an effective grievance process. (Find out more about grievances in our 'Freedom of association and right to collaborative bargaining policy' [here](#)).

3. Safe and hygienic working conditions

3.1 Provide a safe and hygienic working environment — keep in mind current industry knowledge and any specific hazards. Take decent steps to prevent accidents and injury to health arising from, associating with, or occurring at work. Minimise, within reason, the causes of hazards that exist in the working environment.

3.2 Workers shall receive regular and recorded health and safety training. This training shall be repeated for new or reassigned workers.

3.3 Provide access to clean toilet facilities, potable water, and, if appropriate, sanitary facilities for food storage.

3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

3.5 Assign responsibility for health and safety to a senior management representative.

4. No child labour

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

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4.2 Companies shall develop, participate in, and contribute to policies and programmes which help the transition of any child found to be performing child labour to enable them to attend and remain in quality education until no longer a child. (Please see our definitions of a “Child” and “Child labour” here).

4.3 You shall not employ children and young persons under 18 at night or in hazardous conditions.

4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards, outlined in our ‘Child labour policy’ here).

5. Living wages are paid

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

5.2 All workers shall be provided with written and understandable information about their employment conditions. This will be about i) their wages before entering employment and ii) the particulars of their wages for the pay period concerned each time they’re paid.

5.3 Deductions from wages as a disciplinary measure shall not be permitted. Deductions from wages not provided for by national law shall not be permitted without the expressed permission of the worker concerned. Record all disciplinary measures.

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 gives workers greater protection on working overtime. Sub-clauses 6.2 to 6.6 are based on international labour standards, which you must comply with.

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

6.3 All overtime shall be voluntary. Overtime shall be used responsibly in regarding the extent, frequency, and hours worked by individual workers and our workforce. It shouldn't be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be at least 125% of the regular pay rate.

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

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

- This is allowed by national law; and
- This is allowed by a collective agreement freely negotiated with a workers’ organisation which represents 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 given 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 ongoing reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers’ wages as hours are reduced.

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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 and civil partnership status, sexual orientation, union membership or political affiliation.

7.2 Our suppliers will have a written policy against discrimination. The non-discrimination policy will, at a minimum, include the following:

- A statement prohibiting discrimination in employment
- Methods for voicing internal grievances or complaints regarding discrimination and;
- A statement that no worker will be punished for reporting discriminatory treatment or behaviour in good faith.

7.3 Communicating your policy

You will effectively communicate your non-discrimination policy to workers, so they know their right to be free from discrimination. This can be shown by new hire orientation, regular refresher training, supervisor and, or management training. Post your non-discrimination policy on notification boards or other locations where workers can easily read it.

7.4 Equal Pay for Equal Work

All workers, regardless of gender, will get paid equally for work of equal value. Workers will get evaluated equally based on the quality of their work. They'll receive equal opportunities to fill open positions.

7.5 Women's rights

7.5.1. Safe Work

Our suppliers will comply with working hour limits or other work restrictions required by local law for pregnant and nursing workers.

7.5.2 Pregnancy Testing

Our women workers will not be told to take pregnancy tests, which won't be a condition for employment.

7.5.3 Contraception

Our suppliers will not force or pressure workers to use contraception.

7.5.4 Maternity Leave

Women workers are entitled to maternity leave, compensation and benefit in agreement with local law requirements. Workers who take maternity leave will not be threatened with dismissal, loss of seniority or deduction of wages. After their maternity leave has ended, such workers will be able to return to their former employment at the same rate of pay and benefits.

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8. Regular employment is provided

8.1 All work must be based on a recognised employment relationship established through national law and practice.

8.2 You will comply with local law requirements regarding how you use employment contracts. You may be required to give workers the following:

- A written employment contract,
- Terms, duration and, or renewal of such employment contracts.
- A copy of the contract in the worker's language before they enter employment.
- Explain all the terms outlined in the worker's employment contract, if any.

8.3 Obligations to employees under labour or social security laws and regulations resulting from the regular employment relationship shall not be avoided using:

- Labour-only contracting (temporary)
- Subcontracting
- Home-working arrangements,
- Apprenticeship schemes where there's no real intent to impart skills or provide regular employment
- Excessive use of fixed-term contracts of employment

Use of temporary workers, where legally permitted, should only be used to meet seasonal work or peak season demands or to fill short-term vacancies or staffing needs of less than one year.

8.4 Factories mustn't take part in practices such as annually firing and re-hiring workers or unreasonably putting workers on probation — to deliberately avoid paying the national or local wage, benefit or other labour laws.

9. No harsh or inhumane treatment

9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation is banned.

10. Environmental management

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

10.2 Improve efficiency and sustainability of your operations to minimise the use of energy, water, raw materials, and reduce the amount of packaging and waste produced, where practical. Please see our 'Environmental code of conduct' here.

11. Animal welfare (if applicable)

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

11.2 Minimise animal testing and use alternatives whenever possible. These will be scientifically valid and acceptable to regulators. Please see our 'Animal welfare' resource here.

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I, the undersigned, hereby acknowledge receipt of the Supplier Code of Conduct. By signing, we understand our legal obligation to comply with this 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.

Forced labour: Forced labour is any work or services people are forced to do against their will under the threat of punishment. It contains three main elements:

Some work or service must be provided by the individual concerned to a third party.

The work is performed under the threat of a penalty, which can take various forms, whether physical, psychological, financial or other.

The work is undertaken involuntarily, meaning that the person either became engaged in the activity against their free will or, once engaged, finds that they cannot leave the job with a reasonable period of notice and without forgoing payment or other entitlements.