

Supplier & Partner Code of Conduct

LIBERTY.

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Section 1: Introduction

Liberty is committed to ethical standards within our supply chains, and the supply chains of those we partner with. As a business we are proud to be members of the Ethical Trading Initiative in the UK, and take our responsibility to uphold human rights in our supply chains seriously. We have a dedicated Corporate Social Responsibility Team responsible for ensuring continuous improvement of working conditions in our value chains, with their progress charted annually in our Modern Slavery Statement.

Our Supplier & Partner Code of Conduct reflects our values, and the principles within it draw from the Ethical Trading Initiative (ETI) base code and International Labour Organisation (ILO) conventions. We have included additional sections on how we expect partners to treat the environment (Section 2: Respect for the Environment), Liberty's anti-bribery stance (Section 3: Anti-Bribery) and supplementary policies addressing key risks within our supply chains (Section 4: Appendices).

This Supplier & Partner Code of Conduct and supplementary policies provide minimum standards that should be exceeded where possible. In applying it, suppliers and partners must comply with national and other applicable laws and, where the provisions of the law and this Code address the same subject, apply the provision that gives workers the greater protection.

We expect suppliers and partners, whether they are distributors, licensees, direct suppliers or brands that we work with, to adopt and implement our Supplier & Partner Code of Conduct or have their own policies that reflect equivalent or similar standards.

Contact

Should you require any further details about our Supplier & Partner Code of Conduct, or our Ethical Trade Programme, please contact CSR@libertylondon.com

Section 2: Employment standards for workers

1. Employment is freely chosen

1.1 Workers have the right to enter into employment voluntarily and freely, without threat or menace of penalty.

1.2 There shall be no private or state-led forced labour, whether bonded or prison labour, or trafficking of persons for the purposes of forced labour.

1.3 Workers shall not be forced to work as a means of political coercion or as punishment for expressing particular political or religious views, or holding particular caste or ethnicity.

1.4 Workers shall not be required to lodge “deposits” or their identity papers with their employer. If requested by the worker, employers may provide secure storage for identity papers, however workers must be free to access them at any time upon request.

1.5 Workers have the freedom to terminate employment by means of reasonable notice (in accordance with national law or collective agreement) at any time, without penalty. Employers shall not use means to restrict workers’ ability to terminate employment.

1.6 Coercion shall not be used to physically confine or imprison workers to the workplace or related premises or dormitories. Mandatory residence in employer-operated residences should not be made a condition of employment.

1.7 Where private or state recruitment agencies are used, the employer shall ensure: Workers are entering employment voluntarily and freely, and are not at risk of forced labour or trafficking for the purposes of forced labour
Fees or costs related to recruitment are not borne by workers

Section 2: Employment standards for workers

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. They also have the right to choose not to join a trade union.

2.2 The employer shall adopt an open attitude towards the activities of trade unions, their organisational activities, and recruitment of members.

2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

2.4 If the right to freedom of association and collective bargaining is restricted under law, the employer does not hinder the development of parallel means for independent and free association and bargaining within the law.

3. Working conditions are safe and hygienic

3.1 A safe and hygienic working environment shall be provided, relative to any specific hazards inherent in the work being undertaken. 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 Where required, workers shall receive regular and recorded health and safety training relevant to their work, and such training shall be repeated for new or reassigned workers.

3.3 Access to clean toilet facilities and to potable water. Hygienic 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 Responsibility for health and safety should be assigned to a senior manager.

Section 2: Employment standards for workers

4. Child labour shall not be used

4.1 There shall be no child labour.

4.2 If any incidence of child labour is identified in the supply chain of the supplier, the employer shall make Liberty formally aware of the incidence and initiate or participate in a programme to transfer any children involved in child labour into quality education until they are no longer children.

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

4.4 In this Code, “child” means anyone under 15 years of age, unless national or local law stipulates a higher mandatory school leaving or minimum working age, in which case the higher age shall apply; and “child labour” means any work by a child or young person, unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C138).

5. Minimum 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 Before entering employment, all workers shall be provided with written and understandable information about the basis and calculation of their wages and any deductions to be made from them. Then, each time they are paid, workers are given written particulars of their wages for the pay period concerned.

5.3 Wages shall be paid directly to the worker and should be paid in legal tender. Payment in the form of vouchers, coupons, promissory notes, or other “in-kind” goods or services are prohibited, unless authorised by an evidenced collective agreement.

5.4 Deductions from wages as a disciplinary measure, or to pay off incurred or inherited debt, shall not be permitted, nor any other deductions without the expressed permission of the worker concerned, unless required by law. All disciplinary measures should be recorded.

Section 2: Employment standards for workers

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.

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. Workers should not be forced to work overtime under the menace of penalty or any threat of dismissal.

6.4 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.

6.5 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by clause 6.6 below.

6.6 Working hours may exceed 60 hours in any seven 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.

* 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 recruitment, wages, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or on any other basis unrelated to the ability to do the job.

Section 2: Employment standards for workers

8. Regular employment is provided

8.1 As far as possible, work performed must be on the basis of recognised employment relationship established through national law and practice.

8.2 The employer should not attempt to avoid the normal obligations of employer to employees under labour or social security laws and regulations by replacing the regular employment relationship with arrangements such as: labour-only contracting, subcontracting, home-working, apprenticeship schemes with no real intent to impart skills or provide regular employment, or excessive use of fixed-term contracts of employment.

9. No harsh or inhumane treatment is allowed

9.1 Physical abuse or discipline, verbal abuse, the threat of physical abuse, sexual or other harassment and other forms of intimidation are not permitted and not practised.

9.2 Disciplinary measures should not include sanctions that result in an obligation to work.

10. Unauthorised subcontracting is not permitted

10.1 Subcontracting is only permitted in accordance with the terms of any agreement between us and our Partner.

10.2 Where subcontracting is not permitted, subcontractors within our supply chain must be declared and approved by us in writing before any orders are placed with them. All dealings with such subcontractors must be in accordance with the terms of the licence and distribution agreements with partners.

10.3 All declared and approved subcontractors must comply with this Partner Code of Conduct.

Section 3: Respect for the environment

Natural resource scarcity is increasingly a global issue. Our activities affect the natural environment in a variety of ways, and we take steps to reduce this impact wherever possible. We recognise that reducing our impact on the environment is challenging, but it is important to us.

1. We commit to being as resource efficient as reasonably practicable and we comply with relevant environmental legislation.
2. We operate facilities, including our offices and retail stores, efficiently with respect to energy, water and waste. For each of our facilities we aim to:
 - Use energy more efficiently in order to reduce our carbon dioxide emissions, reduce costs, limit exposure to energy-scarcity risks and ensure we are better prepared to respond to new regulations.
 - Reduce our water use and, in doing so, limit risk from future water scarcity.
 - Reduce the amount of waste generated, and recycle as much as is practicable.
3. We recognise that the long-term future of our brands and products requires innovative and creative efforts to preserve and respect natural resources.
4. We support worthwhile relevant charity and community organisations and activities.

Section 4: Anti-Bribery

Liberty has a zero-tolerance approach to the making or acceptance of bribes or corrupt payments.

1. Liberty's definition of a bribe may include any inducement or reward, payment, gift or benefit offered, promised or provided with the purpose of influencing an outcome or to gain any commercial, contractual, regulatory or personal advantage.
2. We do not tolerate the giving or receiving of bribes or improper payments and we will not participate in any kind of corrupt activity, directly or through third parties.
3. We commit to adhering to all relevant legislation including the UK Bribery Act 2010

Section 4: Appendices

This Partner Code of Conduct is further supplemented by additional policies which can be found here. All Partners must read the policies below, and cascade them to relevant agents and suppliers within their supply chains.

- [Child & Young Worker Policy](#)
- [Migrant & Contract Labour Policy](#)
- [Homeworker Policy](#)
- [Cotton & Textiles Policy](#)