



CODE OF PRACTICE

Introduction

The Code of Practice sets out the minimum standards that Fred Perry adhere to and expect their suppliers throughout the supply chain to follow. In countries where there is a difference between the applicable local law and the Code on the same subject then the higher provision will be applied. If any requirements of the Code conflict with the national law of the country the law must be followed and Fred Perry must be immediately notified by the supplier prior to them signing the Code.

All suppliers to Fred Perry (direct and indirect) without exception are required to sign up to our Code of Practice, the signatory section is at the end of the Code.

Implementation

To ensure compliance it is essential that all suppliers (direct and indirect) to Fred Perry have the correct systems in place, and one person at managerial level who is responsible for the implementation and monitoring of these systems. All documentation required to demonstrate compliance to the Code of Practice must be maintained on file and readily available on request.

All suppliers to Fred Perry must translate into the native language of all employees and prominently display in an area accessible to all employees the Fred Perry Code of Practice.

Audit and Compliance

To monitor compliance to the Code of Practice Fred Perry will audit suppliers themselves and through an independent third party. In both cases Fred Perry staff and/or representatives working on behalf of Fred Perry must be given immediate full and open access to the relevant site with or without prior notice given. If non-compliance is identified Fred Perry will advise corrective action and agree a timeframe which the supplier must adhere to.

All suppliers to Fred Perry must work in partnership with Fred Perry on a continual improvement programme, with agreed objectives and measurable targets to improve compliance to the Code of Practice.

It is the responsibility of all Fred Perry suppliers to report any breaches of the Code of Practice to Fred Perry immediately, and agree corrective action and a timeframe for correction.

Fred Perry reserve the right to terminate a business relationship with a supplier who fails to administer corrective action within the agreed timeframe thus persisting to breach the Code of Practice.

1. Employment Shall be Freely Chosen

- 1.1. Fred Perry and suppliers to Fred Perry (direct and indirect), shall not use or in any way benefit from any form of modern slavery including but not limited to, 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 Collective Bargaining Shall be Respected

- 2.1. Workers, without distinction, have the right to join or form trade unions of their own choice 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 of bargaining.

3. Working Conditions Shall be 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 practical, 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 safe drinking 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. All suppliers to Fred Perry (direct and indirect) shall assign responsibility for health and safety to a senior management representative.
- 3.6. At the very least all building, including structural, fire and safety standards must be compliant with local laws and regulations.

4. Child Labour Shall not be Used

- 4.1. All suppliers to Fred Perry (direct and indirect) shall always conform to the relevant ILO standards.
- 4.2. There shall be no child labour.
- 4.3. Official documentation stating worker's age shall be available for review. In countries where official documents are not available to confirm the exact date of birth suppliers shall use appropriate and reliable assessment methods to confirm age.
- 4.4. Young persons between 16 and 18 years shall not be employed at night or in hazardous conditions.

5. Living Wages Shall be Paid

- 5.1. Wages and benefits paid for a standard working week must 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 clear, written information about their employment conditions, including wages and benefits, before they enter employment and about the particulars of their wages for the pay period concerned each time 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.
- 5.4. All workers must be provided with all legally mandated benefits inclusive of annual leave and holidays stipulated by law.

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 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 below.
- 6.5. Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following are met:
 - 6.5.1. this is allowed by national law;
 - 6.5.2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 6.5.3. appropriate safeguards are taken to protect the workers' health and safety; and
 - 6.5.4. 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 7-day period or, where allowed by national law, 2 days off in every 14-day period.

7. Discrimination Shall not be Practised

- 7.1. There shall be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

8. Regular Employment Shall be Provided

- 8.1. To every extent possible work performed must be on the basis of a 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. Harsh or Inhumane Treatment Shall Not be 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.
- 9.2. All suppliers to Fred Perry (direct and indirect) will have a formal disciplinary and grievance procedure to support fair treatment of workers. Documented records of all disciplinary hearings shall be kept.

10. Workers Shall have a Legal Right to Work

- 10.1. All suppliers to Fred Perry (direct and indirect) should only employ or use workers with a legal right to work in the country.
- 10.2. Original documents must be reviewed to validate workers and employment agency workers legal right to work. All original documents must be returned to the worker after review.

11. The Environment Shall be Protected

- 11.1. All suppliers to Fred Perry (direct and indirect) must meet local and national environmental legislative requirements