

## **Anti-slavery & Human Trafficking Policy - Annex 1**

‘Setting the Standard for the care of people in our Supply Chains’

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

### **1.1 Employment is freely chosen**

1.1.1 There is no forced, bonded or involuntary prison labour.

1.1.2 Workers are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.1.3 Lush strictly prohibits human trafficking in all its and our suppliers’ operations.

### **1.2 Freedom of association and the right to collective bargaining are respected**

1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

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

1.2.4 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.

### **1.3 Working conditions are safe and hygienic**

1.3.1 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.

1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

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

1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

#### **1.4 No child labour**

1.4.1 No child should be employed or work if:

- They are younger than the legal minimum age for work in the country of manufacture or
- They are younger than 15 (or 14 in some developing countries)
- It's harmful to their mental and physical health
- It's harmful to their safety or ability to have a childhood
- It's interfering with or replacing the child's education
- It's forced and against their will

1.4.2 Light work may be allowed for 12 and 13-year-olds in most developing countries provided it does not interfere with schooling.

1.4.3 No-one aged below 18 years should engage in any dangerous/hazardous work that might jeopardise their physical, mental or moral well-being because of its nature or the conditions under which it is carried out.

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

1.4.5 Suppliers 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.

*Please note – we understand that there can be very unique circumstances. If for any reason adhering to 1.4 or any of the standards outlined in this document could have a detrimental effect on you as a supplier or anyone in your supply chain please get in touch with us.*

### **1.5 Legal minimum wages are paid, and all workers employed shall be provided with all legally mandated benefits.**

1.5.1 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.

1.5.2 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.

1.5.3 **Employer Pays Principle:** No worker shall pay for a job – the costs of recruitment should be borne not by the worker but by the employer.

**Repayment of Recruitment Fees:** If it is discovered that workers have paid recruitment fees, the full cost of those fees should be reimbursed to the worker by the business partner who is responsible for the violation, including for any sub-agents in the recruitment supply chain where this was within the reasonable due diligence control of the business partner.

### **1.6 Working hours are not excessive**

1.6.1 Working hours must comply with national laws, collective agreements, and the provisions of 1.6.2 to 1.6.6 below, whichever affords the greater protection for workers. Sub-clauses 1.6.2 to 1.6.6 are based on international labour standards.

1.6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual concerned has expressed the desire to.

1.6.3 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.

1.6.4 The total hours worked in any seven-day period shall not exceed 60 hours, unless the individual concerned has expressed the desire to do so, or where covered by clause 1.6.5 below.

1.6.5 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.

1.6.6 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.

## **1.7 No discrimination is practiced**

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination, general day-to-day workplace practice or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

## **1.8 Regular employment is provided**

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

1.8.2 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, subcontracting, 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.

1.8.3 There shall be no zero-hour contracts unless it is the preferred choice of the employee.

1.8.4 There should be equal balance between the employee's employment

conditions, rights, responsibilities and duties set out in the contract and the employers.

### **1.9 No harsh or inhumane treatment is allowed**

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited. 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 standard address the same subject, to apply that provision which affords the greater protection.

### **1.10 Homeworking & Subcontracting ●**

1.10.1 We accept the presence of homeworking and subcontracting within our supply chain where mutually agreed. We want to work with our suppliers to ensure good labour conditions in our supply chains. We ask our suppliers to communicate this policy to all homeworkers / subcontractors and to declare to Lush where homeworking / subcontracting occurs in supply chains.