

nobody's child

Code of Conduct &
Associated policies and
procedures

JUNE 1, 2023

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Nobody's Child Code of Conduct June

This Code of Conduct ("the Code") describes the minimum standards for suppliers and factories ("Employers") providing products and services for Nobody's Child Ltd.

Our customers expect that the companies we purchase goods and services from:

- operate lawfully;
- do not exploit the people who work for them;
- provide decent working conditions; and
- do not damage the environment.

Nobody's Child ensures that the Code is implemented at Employers through inspections by independent audit bodies and by Nobody's Child staff.

The Code is designed to be fair, achievable, and easy to check, and to promote the ongoing development of our suppliers and factories. It is based on the International Labour Organisation (ILO) conventions, the Ethical Trading Initiative's Base Code, and includes two additional Nobody's Child requirements.

This Code constitutes minimum and not maximum standards, and companies should aim to exceed it.

Legal requirements

At all times, Employers must meet the legal employment, health and safety and environmental requirements of the countries in which they operate. Only workers who are legally entitled to enter into employment in accordance with national immigration law can be employed.

Employers applying this Code are expected to comply with national and other applicable law and, where the provisions of law and this Code address the same subject, to apply that provision which affords the greater protection.

Bribery or corruption will not be tolerated at any time. Please see our anti-bribery and corruption policy [here](#).

Manufacturing processes

All manufacturing units must meet these standards. Sub-contracted processes – which are processes being carried out by another factory unit, or from domestic premises (home-working) – must be declared to Nobody's Child when the order is placed, and our written permission must be obtained.

It is suppliers' responsibility to ensure that all sub-contracting units comply with the Code. Products for sale by Nobody's Child must be made at the factory named in the purchase order.

Animal products requirements

Important note. From January 2022 Nobody's Child will not be accepting any products or materials that are derived from animals. Until this time the below requirements must be followed.

We are committed to making sure our products are from fair and ethical sources.

All suppliers must be socially responsible when using animal products.

You must meet the following conditions.

- You must not use angora, real fur (except for sheepskin) or pelts on any goods supplied to us.
- No use of any animal-derived materials specifically slaughtered for the manufacture or sourcing of our goods
- No use of endangered Species; CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) and IUCN (International Union for Conservation Red) lists of endangered species.
- No Leather
- No Feathers
- You must not use karakul (also known as broadtail and astrakhan), or any skin products from aborted animals in goods supplied to us.
- Only supply sheep's wool that has been certified as 'non-mulsed'
- No cosmetics sold by the Nobody's Child should be tested on animals.

You must keep to these conditions for the programme to work. This is a long-term programme that aims to make sure:

- animals are treated in a humane and ethical way (as a minimum must comply with the [five freedoms](#)); and
- you and we keep to any relevant laws, such as those on hygiene and waste disposal.

Nobody's Child Group Code of Conduct

1. Employment is freely chosen

1.1. There is 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. Workers, without distinction, have the right to join or form trade unions of their own choosing 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 and bargaining.

3. Working conditions are 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 practicable, 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 potable 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. The company observing the code shall assign responsibility for health and safety to a senior management representative.

4. Child labour shall not be used

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

4.2. Companies 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; 'child' and 'child labour' being defined at the end of this Code.

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

4.4. These policies and procedures shall conform to the provisions of the relevant ILO (International Labour Organisation) standards.

5. Living 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. 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.

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.

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. Sub-clauses 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 6.5 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:

- 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.

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.

* 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 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 is provided

8.1. To every extent possible, work performed must be on the basis of 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, 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.

9. No harsh or inhumane treatment is 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.

10. Modern Slavery and forced labour are prohibited

10.1. All forms of modern slavery and forced labour are prohibited.

10.2. Workers shall not be threatened with financial penalty or sanction.

10.3. All overtime must be voluntary and consent must be re-established at regular intervals and records of consent retained for inspection.

10.4. Workers shall be free to leave their worksite and accommodation as they please, can choose their own accommodation and do not require the permission of their employer to leave the country or place of work.

10.5. No wages can be deliberately withheld and workers shall not be made to work off a debt.

10.6. Where possible, recruitment agencies are avoided and employers recruit workers directly. Where agencies are used, employees have clear contracts. Copies of contracts between each party (e.g. agent and sub-agent) are retained and made available on request.

10.7. No recruitment fees are paid by workers. The employer must pay the full cost of recruitment and placement including legally permitted recruitment fees for each worker in their country of origin and in the country of work. The employer must pay for inbound airfare/transportation costs, outbound airfare transportation costs, visa expenses, visas, health checks, work permits, registration fees or any other fee. The Employer must keep a record of these costs.

11. The Environment is protected

11.1. Employers must comply with national laws, regulations, administrative practices and policies relating to the preservation of the environment of the countries in which they operate. They also must operate in accordance with relevant international agreements, principles, objectives, responsibilities and standards with regard to the environment.

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.

Young person

Any worker over the age of a child as defined above and under the age of 18.

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.

Nobody's Child Audit Requirements

1 WHICH FACTORIES TO AUDIT

Nobody's Child requires all factories (including sub-contractors, see (Nobody's Child Sub-contracting policy) to be independently audited against the Nobody's Child Code of Conduct.

2 AUDIT FATIGUE

Factories can sometimes have several ethical audits a year. As a result, factory owners spend time and money meeting different requirements, which can impact on production resources. Nobody's Child recognises this problem and therefore accepts several ethical audits requested by other retailers that meet our requirements.

Nobody's Child requires all suppliers to commit to sending reports on any new ethical audits carried out at sites where Nobody's child product is produced.

Audits should be:

- performed to the ETI Base Code or Nobody's Child Code of Conduct;
- conducted on a **semi announced** or **unannounced basis** and dated within twelve months of submission unless otherwise stated;
- performed by an approved independent audit company; and
- accompanied by a completed corrective action plan (CAP).

3 Nobody's Child APPROVED AUDIT COMPANIES

Intertek (ITS)

www.intertek.com

<http://www.intertek.com/business-assurance/supplier-management/corporate-responsibility>

Société Générale de Surveillance (SGS)

www.sgs.com

<http://www.sgs.com/en/Sustainability/Social-Sustainability/Social-Responsibility-SR/>

[ETI-Audits.aspx](http://www.sgs.com/en/Sustainability/Social-Sustainability/Social-Responsibility-SR/ETI-Audits.aspx)

Bureau Veritas (BV)

www.bureauveritas.com

<http://www.bvcps.co.uk/ethicalaudit>

UL

www.ul.com

www.ul.com/responsible-sourcing

Please contact us if you wish to submit an audit from a different organisation.

4 HOW TO BOOK A NEW AUDIT

The audit process should be initiated by the supplier or factory. The audit needs to be requested within required critical path dates to meet Nobody's Child order dates.

To initiate the audit, please contact the audit company directly and request an ethical audit for Nobody's Child. You will then be asked to complete an audit request form, detailing information on the site.

5 AUDIT PAYMENT

Once the audit company receives the audit request form, they will provide a quote for the audit. The supplier is asked to accept the quote and arrange payment. Once payment is received, the audit company will confirm an audit window.

6 AUDIT REPORT AND CORRECTIVE ACTION PLAN (CAP)

At the end of the audit, the auditors will discuss with factory management any findings of non-compliance found on the audit. A CAP will be produced and timescales for each non-compliance, if any, will be agreed.

7 CLOSING CORRECTIVE ACTION PLANS (CAPS)

Non-compliances listed on the CAP can be closed in two ways:

a Visual – Uploading evidence to ethical.audits@nobodyschild.com If the remedial actions required can be demonstrated visually, suppliers can submit photographs to close these non-compliances.

Examples of visual non-compliances that can be closed by photographs include:

- missing emergency exit signs;
- blocked fire exits; or
- exposed wiring.

b Non-visual – Follow-up audit

If the required remedial action cannot be verified by a photograph a re-audit for the specific violations must be booked within the specified time frame.

Examples of non-compliances that require an audit to close include:

- working hours exceed legal limits;
- workers are fined as a disciplinary procedure; or
- failure to pay minimum wage.

1 ASSESSMENT AND FOLLOW UP

1 AUDIT GRADES

Audit reports are reviewed by Nobody's Child and awarded one of the following grades.

a Green

Factories are graded 'Green' if the violations and/or conditions observed were deemed by us to be low or medium risk.

A new audit must be conducted within one year from the last audit date if the factory is still producing goods for Nobody's Child.

Green Examples:

- Nobody's Child Code of Conduct not posted on factory notice board.
- Fire-fighting equipment wall-mounted at incorrect height.
- Evacuation plans do not have a 'you are here' indicator.

b Amber

Factories are graded 'Amber' if the violations and/or conditions observed were deemed by us to be high risk.

A new audit must be conducted within six months from the last audit date.

Orange Examples:

- Insufficient number of first-aid kits.
- No trained fire fighters.
- Manipulation of company records.

c Red

Factories are graded 'Red' if the violations and/or conditions observed were deemed to be a critical risk.

Suppliers will be required to address these issues with urgency and arrange for an immediate re-audit. We may stop production if there is an inadequate response from the supplier or factory management.

Red Examples:

- No building layout plan approval or stability certificate from appropriate inspectorate.
- No functioning fire alarm in all factory buildings.
- No valid business licence.
- Workers are not paid legal minimum wage.

2 SCHEDULING FOLLOW-UP AUDITS

If a factory grade requires a follow-up audit, it is the responsibility of the supplier to coordinate and schedule this. A supplier that fails to schedule a follow-up audit within the specified time may be 'disengaged'.

During a follow-up audit, the auditor will check on the issues that caused the factory to receive the initial rating, but the audit scope will not necessarily be limited to this.

Please note that we only accept partial follow-up audits that are conducted within six months of the original, full audit. After six months, the site must have a full follow-up audit.

All follow-up audits must be conducted on a semi-announced or unannounced basis and submitted to Nobody's Child.

3 SUBMITTING NEW/FOLLOW-UP AUDITS

All new and follow-up audit must be sent to ethical.audits@nobodyschild.com

Nobody's Child requires all suppliers to commit to sending reports on any new ethical audits carried out at sites where Nobody's child product is produced.

Nobody's Child Sub-contracting Policy

Nobody's Child recognises that its suppliers' factories may sub-contract certain processes in the production of Nobody's Child goods. It is essential that we know where our goods are being made.

You need to notify the relevant Nobody's Child Buying Department about any intended sub-contracting in advance, and have our written agreement. Our Code of Conduct (CoC) is to be applied throughout your supply chain.

1 WHAT IS A SUB-CONTRACTOR?

Nobody's Child classifies sub-contractors as factory units or domestic premises (homeworkers) producing goods or undertaking primary manufacturing processes. This includes cutting, sewing or knitting.

2 DECLARING SUB-CONTRACTORS

Sub-contractors need to be declared to our Buying Department prior to the purchase order being placed. Nobody's Child needs to agree the use of the sub-contractor(s) in writing. All factories conducting primary processes must be declared and approved with a valid ethical audit. This comprises of cutting, linking and sewing.

Denim washing units must also submit an audit and demonstrate they have a functioning an Effluent Treatment Plant (ETP).

Suppliers must ensure that the correct factory is shown on the Purchase Order. The unit that will be used for the major transformation of the goods, for example, sewing or knitting, should be declared as the 'factory' on the Purchase Order.

3 AUDITING SUB-CONTRACTORS

Please retain evidence that the Nobody's Child CoC is applied to throughout your supply chain. This includes sub-contractors and any units in which Nobody's Child Brands' labels are visible, such as packaging manufacturers, laundries, textile printers and warehouses.

- Ethical audits are required at a sub-contractor undertaking any primary manufacturing processes.
- We ask that you ensure that any sub-contractors understand and implement the Nobody's Child CoC.
- You must maintain a file recording the receipt, acknowledgement and understanding of the Nobody's Child CoC by all sub-contractors and factories.
- You are to keep records to show that they are carrying out regular reviews and checks in sub-contractors.
- We may request information to check that you are following our Code. We will keep this information confidential.
- Our staff or representatives may visit your factory, including sub-contractors, without warning to carry out inspections or audits.

4 CONDITIONS OF TRADING

Nobody's Child sub-contracting policy forms part of our Conditions of Trading.

- You must not transfer or sub-contract your responsibilities under the agreement

without the written permission of an Nobody's Child authorised signatory.

- If we agree to you transferring or sub-contracting your responsibilities, you will be responsible for making sure that the person or organisation you transfer or subcontract to keeps to the agreement. We may make a claim against you if that person or organisation fails to do so.

Failure to declare sub-contractors may lead to orders being cancelled and a review of our business relationship.

RIGHT OF ACCESS TO FACTORIES

All suppliers are to provide access to their production facilities and documents to ensure that the Code of Conduct is complied with, for each facility.

You must allow our Authorised Inspector into the Factory at all reasonable times so he or she can inspect the Goods, along with the materials and processes used to make them, and take samples if necessary. You must give us information we ask for about the factory and the process of manufacture.

'If the Goods are being made by a sub-contractor you must make sure that the sub-contractor allows our Authorised Inspector to inspect the Goods, along with the materials and processes used to make them and take samples if necessary. Whether or not you have an inspection, you must keep to the terms of the Agreement.'

The following are examples of where the right of inspection would be breached. They are meant to provide a basic understanding of how Nobody's Child views 'Right of Inspection' issues in relation to our Code of Conduct.

- The audit is arranged through the factory management/supplier, but the auditor is refused entry to the factory upon arrival without any valid explanation.
- The auditor is allowed to inspect all of the facility but is denied access to dormitories or to review any documents.
- When factory management states that only one unit in a local area produces the Nobody's Child goods but workers from other nearby units are observed working on our goods. All factories (all buildings) are to be audited.
- The factory fails to provide personnel information (in accordance with local laws) for the workers. For example, factory management refuse to provide records, stating those records have been sent to another country/office or the person in charge is unavailable.
- The factory may state that the appropriate individual is unavailable to authorise interviews with workers.

FREEDOM OF ASSOCIATION – RIGHT TO ORGANISE GUARANTEE

RIGHT TO ORGANISE GUARANTEE

Our Code of Conduct (CoC) states:

- i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- iv) 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 SYSTEMS AND DOCUMENTATION

It is not possible for a factory to comply with the standard on Freedom of Association and Collective Bargaining unless the factory uses a total quality management approach to its communication with employees.

This section 'Freedom of Association and the Right to Collective Bargaining are Respected' gives an overview of the policies, procedures and management systems that should be present to allow effective and valuable communication between management and workers.

It gives further information on the policies and procedures related to effective worker organising.

It is important that factory management adopt an open and positive attitude to worker organising. The goal should be for management and workers to resolve matters together through mature industrial relations.

This approach should extend to both formal and informal systems of negotiation, communication and relations, at every level of management and workers.

It will be necessary for the factory to examine all the methods by which management communicates with employees, regarding:

- workplace terms and conditions;
- production issues;
- relations between workers and supervisors;
- development of the factory business;
- how to improve productivity and efficiency and reduce waste; and
- how to ensure long term stability.

Management should capture and make use of the constructive ideas and suggestions of its employees.

2 POLICY ON FREEDOM OF ASSOCIATION

The following describes a suitable policy on freedom of association for Factory Management to include in its business policies.

- (company name) shall guarantee all employees the right to join or form a union of their choice for the purpose of bargaining collectively on working terms and conditions.
- (company name) will not discriminate against any employee, nor victimise any employee for exercising this right.
- Furthermore, (company name) shall adopt a positive attitude towards any trade union organisers granted access for the purpose of talking about the benefits of trade union membership.
- (company name) also undertakes to permit the formation of an organising committee in the factory free of hindrance or interference or victimisation of the members of such a committee.

3 RIGHT TO ORGANISE GUARANTEE

a The 'Right to Organise Guarantee' enables factory management to ensure workers' Freedom of Association rights are clearly communicated and understood by all employees. This demonstrates the company's commitment to adopting an open and positive attitude to worker organising.

b The Right to Organise Guarantee should be:

- i) included in workers' payslips once every six months;
- ii) translated into the appropriate languages;
- iii) explained in full to workers who cannot read;
- iv) displayed on all workers' notice boards.

RIGHT TO ORGANISE GUARANTEE

[Company], in accordance with national and international law and the codes of conduct of its buyers governing freedom of association, hereby guarantees all employees of [Company] the right to join or to form a union of their choice for the purposes of bargaining collectively with [Company] on working terms and conditions.

[Company] will not discriminate against any employee nor victimise any employee for exercising this right. Furthermore, [Company] will adopt a positive attitude towards any trade union organisers granted access for the purposes of talking about the benefits of trade union membership.

[Company] also undertakes to permit the formation of an organising committee in the factory free of hindrance or interference or victimisation of the members of such a committee.

[Managing Director's name]

Managing Director

[Company]

Date

RESTRICTED SOURCING COUNTRIES

Nobody's Child does not allow sourcing of any products, materials, fabric, yarns, components, raw materials or any other related physical product or packaging attribute from the following countries:

Restricted Sourcing Country List

Afghanistan, Central African Republic, DR Congo, Crimea, Cuba, Iran, Iraq, Libya, North Korea, Russia, Somalia, Sudan, Republic of South Sudan, Syria, Venezuela, Yemen, Zimbabwe, Occupied Territories and Golan Heights.

Should you have any questions relating to the countries above or wish to source from them, please contact a member of the buying team.