



LDH (LA DORIA) LTD

# LDH Supplier Code of Conduct



LDH (La Doria) works hard to ensure that all our products are sourced in an ethical and sustainable way to minimise social and environmental impacts. Our Supplier Code of Conduct aims to uphold this commitment and outlines the minimum social and ethical requirements of LDH (La Doria) suppliers.

## Scope

This Supplier Code of Conduct (“code”) sets out LDH’s expectations of suppliers, labour providers, service providers, contractors and sub-contractors (collectively referred to as “suppliers”) with respect to social and environmental practices. Suppliers are responsible for ensuring that this Code of Conduct and all relevant laws and regulations are complied with in their business and in their supply chains. We recognise that the requirements of this Supplier Code of Conduct are often set at a higher standard than is required by local laws and regulations, suppliers are expected to work towards the requirements of this Supplier Code of Conduct.

Suppliers should communicate the principles of this Code to workers and suppliers in their supply chain.

## Compliance and Continuous Improvement

LDH recognise that suppliers may need time to address the areas included in our Code of Conduct and we promote a process of continuous improvement over a period of time. We monitor compliance against our Code of Conduct through:

- Asking suppliers to complete a Sedex Self-Assessment Questionnaire
- Requesting third-party audits from high-risk suppliers
- Visits to suppliers’ sites
- Asking suppliers to inform us regularly about their actions and improvement plans and areas of the Code of Conduct that present challenges to their business.

We will provide support to suppliers to meet the requirements of our Code of Conduct.

LDH will work to recognise and reward suppliers who can show continuous improvement towards compliance with our Code of Conduct and can show that they are engaged in implementing an ethical trade approach in their own business and their supply chains.

LDH reserves the right to terminate any agreement with any supplier and cease trade in line with guidance on responsible disengagement where there is no commitment from the supplier to comply with this Supplier Code of Conduct.

## Management Systems, Traceability and Transparency

We encourage our suppliers to put in place management systems, transparency, and traceability to support the implementation of this Code of Conduct. These systems should include:

- Ensuring there are informed and trained individuals in charge of applying this Code
- Efficient internal systems that ensure all workers have a contract
- Internal systems to ensure that all sales and management activities are transparent and recorded
- The principles in this Code of Conduct are circulated and applied consistently within the suppliers’ organisation
- The supplier will work to detect breaches of the Code, understand the underlying causes of these breaches and deal with the causes and breaches
- Systems to gather feedback from workers and communities on the impact of the business on their human rights.

## Our Code of Conduct

Our code covers the following topics:

### 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 in the appendices.

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 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. 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. 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, 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. No harsh treatment of workers 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. Third party labour agencies

10.1 Relationships with labour agencies shall be covered by contracts and Service Level Agreements which meet national legal requirements and the requirements of this Code of Conduct.

10.2 Labour agencies should be audited on a regular basis to ensure compliance with this Code and national legal requirements.

## 11. Smallholders

11.1 Where smallholders exist in the supply chain, suppliers will contract with them responsibly ensuring that smallholders basic incomes are met.

11.2 Suppliers shall work with smallholders to ensure they provide decent work and meet the relevant requirements of this Code of Conduct.

## 12. Modern Slavery statement

12.1 Suppliers which operate a business or part of a business in the UK and which have a total turnover of £36 million and above are required to prepare a slavery and human trafficking statement for each financial year and to publish this.

## 13. Workplace grievances

13.1 Suppliers must ensure that a grievance mechanism is in place for workers to raise workplace concerns. This grievance mechanism must facilitate open communication between management and workers and allow workers to report grievances related to working conditions and management practices anonymously and without fear of reprisal. The grievance mechanism must be clearly communicated to all workers and all workers must have equal access.

## 14. Environment

14.1 At a minimum, suppliers must comply with all applicable local and national environmental laws, rules and regulations in the countries in which they do business. We expect our suppliers to conduct business in ways that protect and preserve the environment.



## 15. Gender

15.1 Suppliers shall promote the equal participation of women and men in all areas of work, projects or programmes and promote equal rights, responsibilities and opportunities for women and men.

### Governance

In accordance with these principles, LDH (La Doria) Ltd has developed systems and controls to identify and address human rights risks and violations within our business and supply chains. Audits are required in line with our retail customer requirements to assess compliance against the ETI Base Code and determine whether human rights risks and violations are present. In addition, LDH conducts annual responsible sourcing risk assessments for all Tier 1 suppliers to determine where actual and potential human rights risk may be present.

### Next steps

Suppliers should take appropriate steps to ensure the principles of this Code are communicated to workers on their sites and in their supply chains. Suppliers should also communicate the Code to their suppliers, agents, contractors, sub-contractors, and services providers. Any suspected violations of the Code of Conduct should be reported to your LDH contact. This Code of Conduct will be updated and reviewed annually to keep it relevant.



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