

# JILLIAN BOUSTRED

JILLIAN BOUSTRED - ABN 61648435717

## SUPPLIER CODE OF CONDUCT

### PURPOSE

1. AT Jillian Boustred (referred to as "we"), we are committed to acting as an ethical business. In order to achieve this, it is important that every supplier respects and acknowledges the basic human rights and labour standards. We acknowledge the risk associated in supply chains and the constant need assess and improve standards and processes. We are committed to checking that there are no risks of modern slavery occurring in our source locations, and that suppliers are engaging in reasonable measures of due diligence to ensure that the social and ethical risks of manufacturing are considered responsibly.
2. This Code sets out the ethical requirements expected of all Jillian Boustred employees, suppliers, contractors, and service providers. It is the responsibility of the supplier to ensure that their suppliers and agreed subcontractors adhere to this code. Suppliers are expected to notify Jillian Boustred should a breach of the Code be found by any supplier. We will endeavour to work on a case by case basis to rectify situations where a breach has occurred to ensure ethical standards are met. Jillian Boustred reserves the right to request reasonable documentation demonstrating that the Code is being upheld, and reserves the right to terminate a partnership in the event of a breach of the Code.
3. The provisions of the Code as adopted by Jillian Boustred are in line with the International Labour Organisation ("ILO") conventions listed, and constitute the minimum standards of operation. This Code of Labour Practice is based on principals set out in the ETI base code and ILO conventions (as outlined in point 6).
4. Suppliers are at all times expected to comply with national and other applicable local laws. Where differences exist between this Code and local customs, norms, rules or regulations, we apply the higher standard. Where the code may establish higher standards than the law requires and addresses issues not covered by legislation, the supplier is expected to voluntarily agree to abide by the the additional higher standards and requirements set out in this code. In circumstances where an Australian or different local law imposes a stricter standard than this code, those legal requirements must be complied with.

## ETHICAL BEHAVIOUR

5. This code applies to a supplier (including any subsidiaries, affiliates and subcontractors) with which Jillian Boustred enters into a relevant agreement for the supply of goods and services. We reserve the right to audit and request evidence to ensure the minimum standards set out in this document are being met. Each Business Member:

- 5.1. Shall endeavour to act honestly, in good faith and in the best interests of the Business as a whole;
- 5.2. Has a duty to use due care and diligence in fulfilling the functions of office and exercising the powers attached to that office;
- 5.3. Shall seek to act with integrity in all her or his dealings for the Business;
- 5.4. Comply with all applicable laws and regulations, including the *Modern Slavery Act 2018* and anti-corruption laws, as outlined in the ETI Base Code and ILO conventions outlined in point 6;
- 5.5. Comply with the minimum standards of professional conduct under which a Business Member is licenced to operate;
- 5.6. Not knowingly participate in any illegal or unethical activity;
- 5.7. Create a safe and non-discriminatory workplace;
- 5.8. Deal fairly with customers and suppliers;
- 5.9. Act responsibly towards the environment and the communities within which we operate;
- 5.10. Only deal with business partners who demonstrate similar ethics and responsible business practice;

5.11. Shall not make false statements, mislead directly or indirectly, whether by action or omission; and

5.12. Shall not discriminate on the grounds of a person's race, gender, religion, marital status, sexual preferences or disability.

5.13. Must notify Jillian Boustred should a breach of the Code be found at any time by any supplier (including any subsidiaries, affiliates and subcontractors). Failure to comply to the Code may result in partnership termination.

## ETI BASE CODE AND ILO CONVENTIONS

6. The relevant ETI Base Code and ILO conventions used to create this code are outlined below:

### 6.1. **Employment is freely chosen**

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

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

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

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

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

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

6.2.4 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.

### **6.3. Working conditions are safe and hygienic**

6.3.1 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.

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

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

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

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

### **6.4. Child labour shall not be used**

6.4.1 There shall be no new recruitment of child labour.

6.4.2 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.

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

6.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

### **6.5. Living wages are paid**

6.5.1 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.

6.5.2 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.

6.5.3 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.

### **6.6. Working hours are not excessive**

5.6.1 Working hours must comply with national laws, collective agreements, and the provisions of 6.6.2 to 6.6.6 below, whichever affords the greater protection for workers. 6.6.2 to 6.6.6 are based on international labour standards.

6.6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week

6.6.3 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

6.6.4 The total hours worked in any 7 day period shall not exceed 60 hours, except where covered by clause 5.6.5 below

6.6.5 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.

6.6.6 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.

#### **6.7. No discrimination is practiced**

6.7.1 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.

#### **6.8. Regular employment is provided**

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

6.8.2 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.

#### **6.9. No harsh or immune treatment is allowed**

6.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited. Shall ensure its business operations and supply chain are not associated with any activities related to Modern Slavery or animal testing;

### **COMPLIANCE WITH THE LAW AND THIS CODE**

7. We respect the law and are committed to the adherence to the intent, as well as the letter, of all applicable laws and regulations relating to our business.

7.1. We do not breach any law or regulation, including insider trading laws, directly or indirectly, whether by action or omission.

7.2. We understand and comply with this Code as well as all other Business Policies.

7.3. We report to our manager, or another appropriate authority within the

Business any matters which we believe, in good faith, to constitute fraud, corruption, misconduct or other contraventions of the law.

7.4. We co-operate fully with any internal investigations or external law enforcement agencies if required.

7.5. If a local law in a jurisdiction in which we operate allows an activity, practice or standard that is not permitted under our Business Policies, we will exceed legal requirements.

### **FRAUD, BRIBERY AND CORRUPTION**

8. We comply with all applicable anti-corruption laws, international trade laws and sanctions of the countries in which we operate.

9. Bribery is the offer, promise, giving, demanding or acceptance of an advantage as an inducement for an action which is illegal, unethical or a breach of trust. Bribes can take on many different shapes and forms, but typically there will be a "quid pro quo" – meaning that both parties, or a party's designate, will benefit.

9.1. Examples of bribes and corruption include, but are not limited to:

- (a) The direct or indirect promise, offering, or authorization, of anything of value (whether the value is material or not);
- (b) The offer or receipt of any kickback, loan, fee, reward or other advantage;
- (c) Release of confidential information, for other than a proper business purpose, sometimes in exchange for either a financial or non-financial advantage;

(d) Payment of "secret" commissions (bribes, facilitation payments or gratuities) in money, or some other value, to other businesses, individuals or public officials

(e) Manipulation of a tendering process;

(f) Acting improperly in a conflict of interest situation; or

(g) The giving of aid, donations or voting, designed to exert improper influence.

9.2. Acts of bribery are designed to influence individuals to act dishonestly in the performance or discharge of their duty and in the interests of the individual and not the Business.

9.3. Corruption includes the misuse of office or power or influence for private gain or a dishonest activity in which a director, other officer, executive, manager, employee or contractor of an entity acts contrary to the interests of the Business and abuses his/her position of trust in order to achieve some personal gain or advantage for him or herself or for another person or entity. Fraud is defined as an intentional act by one or more persons, involving the use of deception to obtain an unjust or illegal advantage. A fraud can typically result in actual or potential financial loss to any person or entity however this is not always the case.

9.4. Any alleged fraud or corruption will be thoroughly investigated and if warranted, appropriate disciplinary action will be taken against the relevant Business Member. This may include referral to the appropriate law enforcement or regulatory agencies for independent investigation. Jillian Boustred reserves the right to terminate a partnership in the situation

of corruption. Jillian Boustred recognises the obligation to report any corruption to authorities if it intervenes with Australian or other local law.

**SIGNED**

**Jillian Boustred**

**CODE REVIEW**

- 10. Jillian Boustred reserves the right to review this Code at any time.
- 11. Jillian Boustred will conduct a review of the Code in 2 years time, which may result in revisions to the current Code supplied.

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Name (print)

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Signature

.....  
Date

**Supplier**

I understand and agree to the terms and conditions of employment and operations set out in this Supplier Code of Conduct.

.....  
Name (print)

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Signature

.....  
Date