

## Forced Labour and Human Trafficking Policy

### Introduction

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, including slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. Oasis and Warehouse ("we", "us", "our") are committed to ensuring transparency in our business and supply chain and preventing modern slavery and have designed this policy to prevent the intentional or inadvertent use of forced, compulsory, bonded or trafficked labour and slavery or servitude, of adults or children, within our and our supply base's operations.

This policy applies to ourselves and all parties with whom we directly contract or deal including, but not limited to, all suppliers, agents, factories, contractors, subcontractors and service providers in both the UK ("**UK-based Suppliers**") and worldwide ("**Non-UK-based Suppliers**"). UK-based Suppliers and Non-UK-based Suppliers are expected to follow the provisions within this policy to ensure there is no use of any form of forced, compulsory, bonded or trafficked labour within either their or their suppliers', agents', factories', contractors', subcontractors' and third-party service providers' (the "**Supplier's Agents**") business.

All Suppliers are responsible for ensuring the policy is adhered to, both in their own business practices, and for the business practices of Supplier's Agents. UK-based Suppliers, Non-UK-based Suppliers and Supplier's Agents shall collectively be referred to as "**Suppliers**" in this policy.

This policy is designed to protect all Suppliers' workers and employees of all levels and status, including agency workers, secondees, volunteers, apprentices, trainee employees, interns and Migrant Workers (as defined in **Appendix 1**) directors, officers, permanent staff, temporary staff, full-time, part-time, probationary, seasonal or contract (the "**Employees**"). This policy equally applies to all persons working for us or on our behalf and in any capacity.

A list of additional terms that are relevant to preventing forced labour and human trafficking, specifically in respect of Migrant Workers can be found at **Appendix 2**.

A list of key definitions used in modern slavery legislation and/ or this document can be found at Appendix 1 and further information and guidance can be found at [https://www.modernslaveryregistry.org/pages/reporting\\_guidance](https://www.modernslaveryregistry.org/pages/reporting_guidance).

### 1. Policy responsibility

- 1.1 Our board of directors has overall responsibility for ensuring that this policy complies with our legal and ethical obligations (and may amend it from time to time) and for ensuring that all Suppliers comply with this policy.
- 1.2 Suppliers are responsible for ensuring that they comply with this policy in respect of Employees. We may terminate our relationship with any Supplier if they or a Supplier's Agent fail to adhere to this policy.

### 2. Employment contracts

- 2.1 All Employees, whether directly employed by the Supplier or by a Supplier's Agent, must be given a written employment contract. In the case of Migrant Workers, the employment contract must be provided in the Employees' native language. Employment contracts must include, as a minimum, all items listed in **Appendix 3** (minimum employment contract terms).
- 2.2 Supplementary employment documents, (e.g. employee handbook, grievance policies etc.) should be provided in written format to all Employees and, in the case of Migrant Workers, in their native language.
- 2.3 All terms and conditions of employment must be clearly and honestly communicated to Employees during the early stages of recruitment and before they accept the offer of employment and commence work.

- 2.4 Where Employees have low literacy/ numeracy levels, all terms and conditions of employment and supplementary employment documentation must be read and explained to them within a reasonable timeframe prior to their signing the contract of employment to ensure that they fully understand them.
- 2.5 There should be no terms, practices or policies that lead (or could lead) to any form of forced, compulsory or trafficked labour.
- 2.6 The contract of employment must be signed by both the Employee and the employer (whether the employer is either the Supplier or the Supplier's Agent).
- 2.7 Supplemental agreements to the contract of employment or the practice of substituting the original contract of employment or any of its provisions with those that are less favourable are prohibited.

### **3. Recruitment agencies, labour brokers/ providers ("Recruiters")**

- 3.1 Wherever possible, all workers' contracts should be directly between the Supplier and the Employee (so as to decrease the risk of forced or trafficked labour). Suppliers are responsible for encouraging Supplier's Agents to directly employ any Employees and seek to minimise the use of Recruiters.
- 3.2 Suppliers should ensure that Recruiters charge reasonable fees for provision of recruitment services to them and these are not recouped from Employees or workers.
- 3.3 Where Recruiters are used in respect of Employees, Suppliers must have legally binding service contracts that comply with the law including, as a minimum, all items listed in **Appendix 3** (minimum service contract terms).
- 3.4 Suppliers must carry out a reasonable level of due diligence on Recruiters to ensure that they are reputable and that they do not use deceptive, fraudulent, corrupt or collusive conduct (see Section 11 on due diligence).
- 3.5 At all times Suppliers must conduct business with Recruiters and manage relationships with government officials in an ethical fashion.

### **4. Fees and expenses**

- 4.1 Suppliers must pay all fees, expenses and deposits incurred from recruitment and employment of Employees (including Recruiter's fees, expenses and deposits) and, as per **Appendix 4**, Suppliers and Recruiters shall not recover such fees from Employees, either directly or indirectly, including (but not limited to) withholding or deducting from wages, non-payment, refusal of statutory rights or inflation of expenses.
- 4.2 Suppliers must ensure there are clear workplace guidelines prohibiting charging 'introduction fees' to any new or potential Employees. These guidelines must be clearly communicated within the company.
- 4.3 Employees must not be Bonded or required to extend their period of employment to repay any debts or fees.
- 4.4 Fee and expense arrangements (see **Appendix 4**) must be clearly and honestly communicated to Employees at the beginning of the recruitment process and the Supplier shall use the fees table contained in **Appendix 8** to ascertain the level of fees paid by an Employee (in limited cases) in order to establish what is required to be repaid to them.
- 4.5 If an Employee terminates their contract early and gives reasonable notice (i.e. at least 30 days, or less in accordance with local law) there must be no financial penalties imposed on the Employee.
- 4.6 If an Employee terminates their contract early but is unable to give reasonable notice (i.e. emergency situations), the fees and expenses payable by the Employee shall be in accordance with the relevant parts of **Appendix 4**.

**5. Wages, benefits and overtime**

- 5.1 Employees must be provided with all of their wages directly into their nominated bank account or may be paid in cash (only legal deductions made) where this is common practice in their sector/locality.
- 5.2 Employees' payslips should be clear, in the Migrant worker's native language and the Supplier must ensure that Employees understand them. As a minimum, payslips should include payment period, gross pay, deductions and net pay.
- 5.3 Employees must not be paid 'in kind' (i.e. goods and services in lieu of wages).
- 5.4 Suppliers must not withhold monies owed to Employees nor impose mandatory saving schemes.
- 5.5 Suppliers must not prevent Employees from postponing their employment termination date in order for the Supplier or Recruiter to recoup Supplier fees and expenses.
- 5.6 Employees must be free to leave at the end of their shift and overtime should be undertaken on a voluntary basis only. Suppliers cannot impose penalties if Employees do not choose to work additional working hours.

**6. Retention of documents**

- 6.1 Subject to clause 6.3, Suppliers must not retain Employees original identity documentation such as birth certificates, passports, work visas or residence permits. Also subject to clause 6.3, only copies of such documents can be kept and the originals must be returned to the Employees promptly.
- 6.2 Employees should be provided personal lockers and keys which only they shall have access to in order that they can safely hold their own identification documentation.
- 6.3 Where collection of Employees' original documentation is necessary to meet a legal requirement, Suppliers must have an established and transparent process in place which is compliant with The General Data Protection Regulation ((EU) 2016/679) (or any similar laws applicable in the Supplier's host, and/ or Migrant Worker's home nation) and contains at the very least the information prescribed at **Appendix 5**. Employees must be briefed on the process beforehand.
- 6.4 Any practice that restricts Employees' access to their personal and financial documentation could constitute forced labour and should be avoided.

**7. Restricting freedom of movement and unlawful detention**

- 7.1 Employees must be free to leave their workstations, production areas and place of work at any time without restriction, including in order to visit bathroom facilities and to obtain fresh drinking water.
- 7.2 Suppliers must not deduct pay from an Employee for taking personal breaks permitted by law.
- 7.3 Suppliers must not require Employees to be present before the start of their shifts or attend meetings or perform tasks outside of their working hours.

**8. Health and safety and accommodation**

- 8.1 All workplaces and accommodation must be safe and meet all local building regulations and legislation.
- 8.2 All workplaces and accommodation should be clean, hygienic and safe and there should be potable water, pest control, fire prevention, a canteen, a kitchen and laundry facilities and regular monitoring and remediation.
- 8.3 Where accommodation is provided to an Employee:

- 8.3.1 Reasonable living space must be provided in accordance with ILO Recommendation No 115 Workers' Housing Recommendation;
- 8.3.2 There should be no more than eight Employees per bedroom;
- 8.3.3 There should be no less than one bed per Employee;
- 8.3.4 There should be at least one toilet, shower and bathroom sink for every six Employees housed.
- 8.4 Health and safety policies and procedures must be communicated to all Employees and comply with local/ national legislation.

## **9. Grievances and disciplinary actions**

- 9.1 Suppliers should ensure that there is an anonymous, fair and transparent grievance and disputes policy/ procedure in place and that all Employees are aware of the policy/ procedure.
- 9.2 Suppliers should ensure there is a non-retaliation policy/ procedure in place to protect Employees who may use the grievance and disputes procedure and that all Employees know the policy/ procedure.
- 9.3 Suppliers should ensure there is a disciplinary policy/ procedure in place and that all Employees are aware of the policy/ procedure. The disciplinary policy/ procedure should always be based on an escalating series of verbal and written warnings. Monetary penalties are prohibited, including the refusal to grant Employees overtime and deductions for Employee's lateness.
- 9.4 All policies and procedures should be verbally explained to Employees with low literacy levels to ensure that they fully understand them.
- 9.5 Senior Employees should be trained in grievance handling and acceptable and unacceptable behaviours. This training should include guidance on avoiding intimidation, threats, discrimination and harassment.
- 9.6 Grievance and disciplinary procedure outcomes should be adequately communicated to Employees and recorded, including follow up and outcomes of grievance procedure.

## **10. Equal treatment and non-discrimination**

- 10.1 Employees should not be subject to any discrimination in relation to recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline or termination.
- 10.2 Employees, irrespective of their nationality, race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation must be treated fairly and equally in the workplace.
- 10.3 All Employees and Migrant Workers shall have equal rights to join trade unions and bargain collectively.

## **11. Due diligence**

Suppliers are expected to carry out a reasonable level of due diligence when dealing with Supplier's Agents to ensure they do not compromise the above standards. This should always include checking Supplier's Agent's licenses and that they and Recruiters are legally registered and permitted to recruit Employees. Other steps recommended include, but are not limited to, those listed in **Appendix 7**.

## **12. Compliance with this policy**

- 12.1 Suppliers must ensure that they read, understand and comply with this policy.
- 12.2 The prevention, detection and reporting of modern slavery in any part of our business and supply chains is the responsibility of all those working for us and our Suppliers. Suppliers are required to avoid any activity that might lead to or encourage a breach of this policy.
- 12.3 Suppliers and Employees are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of the supply chain, at the earliest possible stage.
- 12.4 We may terminate our relationship with any Supplier if they fail to adhere to this policy.

**Appendix 1: Additional Definitions**

**"Bonded"** means when a person has to work to repay a loan and cannot leave until the loan is repaid. The terms of the repayment are often onerous and the Employee may have been deceived into accepting the contract. Debts may be passed onto next generations ([http://www.antislavery.org/english/slavery\\_today/bonded\\_labour/](http://www.antislavery.org/english/slavery_today/bonded_labour/)).

**"Contract labour"** means a person who is employed through an intermediary to carry out work for a third-party.

**"Directly hired labour"** means an employee who is hired directly by the employer to work for them and not another entity. Migrant Workers may be hired directly and face similar risks to those employed through an intermediary.

**"Forced/ compulsory labour"** means work or service exacted from any person under the menace of any penalty and for which the person has not offered him/ herself voluntarily. Forced labour refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as accumulated debt, retention of identity papers or threats of denunciation to immigration authorities ([http://www.ilo.org/global/topics/forced-labour/news/WCMS\\_237569/lang--en/index.htm](http://www.ilo.org/global/topics/forced-labour/news/WCMS_237569/lang--en/index.htm)). Where overtime beyond legal limits is compulsory this may also constitute forced labour if it is accompanied with the threat of a penalty ([http://www.ilo.org/empent/areas/business-helpdesk/faqs/WCMS\\_DOC\\_ENT\\_HLP\\_FL\\_FAQ\\_EN/lang--en/index.htm#Q9](http://www.ilo.org/empent/areas/business-helpdesk/faqs/WCMS_DOC_ENT_HLP_FL_FAQ_EN/lang--en/index.htm#Q9)).

**"Migrant Worker"** there are two types of migrant worker:

1. A domestic/ internal migrant worker who moves from one geographical area to another for work within his/ her home country without crossing an international border; or
2. A transnational migrant worker who leaves his/ her country of origin to work in another country (usually called the host country) and crosses an international border.

Both domestic and transnational migrant workers may wish to settle temporarily or permanently in the new location for the purposes of work.

**"Recruitment agencies/labour brokers/labour providers"** are often intermediaries or middlemen that connect people seeking employment with those looking for labour. They can provide a legitimate service but some have been found to be opaque and corrupt and through debt and deception they leave employees vulnerable to the risk of trafficking and forced labour (Fair Hiring Toolkit for Brands, Tool 2: Understanding the Role of Labour Brokers in Human Trafficking and Forced Labour of Migrant Workers, Verite.).

**"Trafficked labour"** means *'An offence of human trafficking requires that a person arranges or facilitates the travel of another person with a view to that person being exploited. The offence can be committed even where the victim consents to the travel. This reflects the fact that a victim may be deceived by the promise of a better life or job or may be a child who is influenced to travel by an adult. In addition, the exploitation of the potential victim does not need to have taken place for the offence to be committed. It means that the arranging or facilitating of the movement of the individual was with a view to exploiting them for sexual exploitation or non-sexual exploitation'* (Transparency in supply chains etc: A practical guidance, UK government Home Office).

**Appendix 2: Additional terms for the avoidance of forced labour and human trafficking of Migrant Workers**Clause 2:

- 2.8 The terms and conditions of their employment must be read and explained to Migrant Workers to ensure that they fully understand them within a reasonable timeframe and no less than 7 full calendar days before a Migrant Worker departs from their home town to commence employment in another location.
- 2.9 Where Migrant Worker are employed, the employer should sign the employment contract:
- (a) in the case of domestic migrants, with the Migrant Worker in their home town; and
  - (b) in the case of transnational migrants, with the Migrant Worker in their home country
- 2.10 Migrant Worker and their Employer should countersign the contract a second time:
- (a) when domestic Migrant Workers arrive in the location of work; and
  - (b) when transnational Migrant Workers reach the host country.
- in order to protect Migrant Workers against any additional changes or charges that are less favourable than the original contract that may be included by any recruitment agent or labour broker.
- 2.11 Suppliers must ensure that transnational Migrant Workers have valid visas and work permits before commencing work and that travel documents are renewed in a timely fashion before they expire.
- 2.12 Migrant Worker's terms and conditions of employment must be no less favourable than other Employees, in accordance with local laws.

Clause 3:

- 3.6 Where Recruiters are used in respect of Migrant Workers, Suppliers must have legally binding services contracts that comply with the law in both receiving and sending countries including, as a minimum, all items listed in **Appendix 3**.
- 3.7 Suppliers must not:
- (a) solicit or accept improper payments from those involved in the recruitment of Migrant Workers or allow third parties acting on their behalf to do so; and
  - (c) ensure that any Employee or third party interacting with government officials in order to recruit Migrant Workers comply with applicable anti-corruption laws and regulations, including the UK Anti-Bribery Act.

Clause 4:

- 4.7 Clause 4.1.1 shall include Migrant Worker's air fare and return fare to and from their host country.
- 4.8 Fees and expenses detailed in **Appendix 4** must be clearly and honestly communicated to Migrant Workers in their own language at the beginning of the recruitment process and
- (a) in the case of domestic Migrant Workers, prior to departure from their home town; and
  - (b) in the case of transnational Migrant Workers, prior to departure from their home country.
- 4.9 Where Migrant Workers are legally required to directly pay a fee for which the Supplier is responsible (see **Appendix 4**), the Supplier must reimburse the Migrant Worker in full within 30 calendar days of the start of their employment.

Clause 5:

5.7 All wage payments must meet the receiving country's laws with regard to method & timing of payment and content & delivery of payslips.

Clause 7:

7.4 Migrant Workers must not be prevented from leaving the area or country, for example, through the retention of personal identification, travel documents or work permits.

Clause 9:

9.7 All policies and procedures must be read and explained to Migrant Workers to ensure that they fully understand them.

**Appendix 3:**

All Employees must be given a written employment contract in their native language including, as a minimum:

1. Employee's name;
2. Their employer's name and address;
3. Employee's date of birth;
4. Employee's passport or ID number or government equivalent;
5. nature of the Employee's work and place of work;
6. Employee's occupational category;
7. method and responsibility of costs of transporting a Migrant Worker to host country and back to native country and that it is clearly stated that the Migrant Worker does not pay for this;
8. Employee's gross pay;
9. Employee's overtime pay;
10. Employee's bonuses and allowances;
11. Estimated minimum net pay the Employee should expect to receive each month;
12. All legal deductions;
13. Any benefits that Employees will receive such as medical coverage, sick leave, annual leave and holidays;
14. Grievance, harassment and disciplinary processes;
15. Living conditions, including costs for accommodation and meals;
16. Contract length;
17. Grounds on which the contract may be terminated; and
18. Provisions for renewal (i.e. criteria for renewal where there is no right to automatic renewal).

Where Recruiters are used in respect of Employees, Suppliers must have legally binding service contracts that comply with the law including, as a minimum:

1. Non-discrimination in hiring;
2. Fees and expenses (see **Appendix 4**);
3. Prohibition of unlicensed recruitment sub-agents;
4. Pre-departure briefing (see **Appendix 6**);
5. Contracts of employment;
6. Arrival orientation; and

Onsite management of Migrant Workers.

**Appendix 4: Fees and expenses payable by Suppliers, Employees and Migrant Workers**

## Fees and expenses payable by the Supplier:

- Application, recommendation, recruitment, reservation, commitment, or placement fees in sending and receiving countries including commissions, referral fees or expenses paid to sub-agents;
- Labour broker service fees, both one-time and recurring;
- Airfare or costs of other mode of international transportation, terminal fees, and travel taxes associated with travel from sending country to receiving country and the return journey at the end of the contract;
- Pre-employment medical examinations or vaccinations in the sending country;
- Visas including exit clearances or certificates;
- Pre-departure skills testing, training, or orientation;
- Documentation fees including notarization, translation, and legal fees;
- Sending and receiving country government mandated fees, levies, and insurance;
- Security deposits and bonds;
- Receiving country medical examinations;
- Transportation from the airport or disembarkation point to dormitories or facility; and
- Work permits, residence certificates, and security clearances (including renewals).

## Fees and expenses payable by Employees and Migrant Workers:

- Passport fees (including renewals);
- Transportation costs in the sending country (including meals and accommodation) during transit from the Migrant Worker's home to the first point of departure only. This means the transportation cost from the starting point, usually the Migrant Worker's home, to the first departure airport, train/bus station, labour broker processing centre or Transitional site. This shall not include the actual cost of airfare, train/bus ticket or other transportation/accommodation costs associated with sending the Migrant Worker to their final destination; and
- If a Migrant Worker terminates their contract early and is unable to serve notice (i.e emergency situations), it is acceptable for the Migrant Worker to pay no more than 60% of one month's base salary or less, in accordance with national law. Where Migrant Workers give partial notice, the payment should be pro-rated based on number of days' notice received and no more than 60% of one month's base salary, in accordance with national law (see appendix 1). This does not apply where Migrant Workers provide reasonable notice (i.e. no more than 30 days, or less in accordance with local law). Note that Migrant Workers must not pay the costs of return flights home, even where they terminate their contract early and without notice.

## **Appendix 5: Documentation retention process**

Where collection of Employees' original documentation is necessary to meet a legal requirement, Suppliers must have an established and transparent process in place which is compliant with The General Data Protection Regulation ((EU) 2016/679) (or any similar laws applicable in the Supplier's host, and/ or Migrant Worker's home, nation) and contains at the very least the following information:

1. clear time limits on holding and returning Employee's original documentation;
2. that Employees have their original documents before and after processing;
3. that Employees sign a document to show they have submitted their documents and are given a receipt; and
4. that Employees must be given a copy of their original documents whilst they are sent for processing.

Employees must be briefed on the process beforehand.

**Appendix 6: Information to include in pre-departure briefings of Migrant Workers:**

The briefing should cover the following items:

- An overview of the Supplier, workplace, working conditions, and living conditions;
- Terms and conditions of employment;
- Terms and conditions of contract termination and repatriation;
- Pre-departure legal requirements that Migrant Workers must fulfil (e.g. medical examinations, passport application);
- Legal protections in the sending and receiving countries, including sending or home country Embassy or Consulate information; and
- Supplier policies on the following:
  - Forced labour
  - Recruitment fees and expenses (including transportation)
  - Freedom of movement
  - Identify document retention and safekeeping
  - Grievance procedures, including the exact process for reporting violations of supplier policies and/ or other unethical treatment during recruitment

**Appendix 7: Supplier's Agent due diligence minimum requirements**

Suppliers are expected to carry out a reasonable level of due diligence when dealing with Supplier's Agents to ensure they do not compromise the above standards. This should always include checking Supplier's Agent's licenses and that they and Recruiters are legally registered and permitted to recruit Employees. Other steps recommended include, but are not limited to:

1. Review of Supplier's Agent's HR policies;
2. Confidential interview with Employees who have been recruited by any Supplier's Agent to find out if any were asked to pay fees or do anything which contravenes this policy;
3. Ask Supplier's Agents relevant questions about who pays the cost of recruitment;
4. Speak to Supplier's Agent's reputable clients for references and compare their services to competitors.

This is not an exhaustive list and all Suppliers are expected to satisfy themselves they can comply with this policy.

## Appendix 8: Fees table for use in on-boarding interviews:

During on-boarding interviews, Employees should be asked if they paid for any of the following during their recruitment and hiring process. Note that Employees should not pay any fees (see **Appendix 4**):

Item	Estimated Amount Paid <i>(List currency in which worker paid fee)</i>	Comments/Remarks
<i>Category of Fees &amp; Expenses</i>		
<b>Fees Typically Charged by Recruitment Agents</b>		
<b>Note:</b> Employees may have paid a lump sum fee to the agent that includes costs for documents or other fee items, in which case the worker will not know the breakdown of recruitment-related costs.		
Recruitment/ Service Fee (in sending country)		
Broker Service Fee (in receiving country)		
Reservation Fee		
Sub-agent Fee (if Employees were recruited through a sub-agent, or if a labor agent staff person asked for additional payments independently of the agency)		
<b>Documents and Medical Fees</b>		
Passport		
Government Verification/Registration/Approval		
Welfare Fund		
Stamping Fee		
Government Tax		
Visa		
Documentation Fees (in sending country)		
Medical Examination (in sending country)		
Medical Examination (in receiving country)		
Health Certificate/Clearance (in sending country)		
Health Certificate/Clearance (in receiving country)		
Insurance		
Foreign Worker Levy		
Work Permit		
<b>Training Expenses</b>		
Government Required Pre-departure Orientation		
Skills Training		
Language Training		
Training Exam		
<b>Transportation and Lodging Cost</b>		
Transport & Lodging (from home town to broker)		
Inbound air ticket (Average cost)		
Airport Tax		
<b>Deposit</b>		
Deposit/Surety Bond/Surety Bond Insurance		
<b>Miscellaneous</b>		
E.g. jacket bearing the logo of the labour agency		
<b>Total Estimate of Fees Paid, as reported by Employee Interviewed</b>		

Employees should also be asked if they were asked to take out loans for any of the above costs.