1.1 Employment is freely chosen

   i. There is no forced, bonded or involuntary prison labour.
   ii. Workers, both women and men, are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

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

   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. Worker’s 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.

1.3 Working conditions are safe and hygienic

   i. 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.
   ii. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
   iii. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
   iv. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
   v. The company observing the code shall assign responsibility for health and safety to a senior management representative.
   vi. Functioning smoke detectors are to be installed in all areas of factory buildings, including but not limited to office, production areas, canteen, warehouse & dormitories.

1.4 Child labour shall not be used

   i. There shall be no new recruitment of child labour.
   ii. Companies shall develop or participate in and contribute to policies and programs 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;
   iii. Children and young persons under 18 shall not be employed at night or in hazardous conditions.
   iv. These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 Fair wages are paid

   i. 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.
   ii. 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.
   iii. 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.

1.6 Working hours are not excessive

   i. Working hours must comply with national laws, collective agreements, and the provisions of 6.ii to 6.vi below, whichever affords the greater protection for workers. Sub-clauses 6.ii to 6.vi are based on international labour standards.
   ii. Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.*
iii. 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.

iv. The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by clause 6.v. below.

v. 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.

vi. 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.

vii. Piece-rate work shall not be exempted from the right to overtime compensation.

* 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

i. 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.

ii. Rodd & Gunn has implemented a specialised policy on Gender Equality to assist with preventing and addressing discrimination faced by women in the apparel industry. Rodd & Gunn may seek assistance from selected industry bodies or initiatives that support the implementation strategies of this policy. We ask our suppliers for full cooperation in this area.

1.8 Regular employment is provided

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

ii. 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.

1.9 No harsh or inhumane treatment is allowed

i. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

ii. All workers, women and men, are protected from retaliation for complaining about harassment.

1.10 Anti-Bribery

i. Suppliers must conduct their business ethically without bribery, corruption, or any type of fraudulent Business Practice.

ii. Suppliers must meet the requirements of local and national laws related to bribery, corruption, or any type of fraudulent Business Practice.

iii. Suppliers should have a Business Ethics Policy, covering bribery, corruption, or any type of fraudulent Business Practice, and documented handling procedure of such cases.

iv. Suppliers should ensure their staffs are trained on what action to take in the event of an issue related to Ethical Business Practice arising in their area.

v. Supplier should maintain a record on all bribery, corruption, or any type of fraudulent Business Practice case with supporting evidence, and the corresponding disciplinary measures.

vi. Suppliers should have a transparent system in place for confidentially reporting, and dealing with unethical Business Ethics without fear of reprisals towards the reporter.

1.11 Animal welfare

i. Rodd & Gunn considers it unacceptable to harm animals for the manufacture of our products.

ii. Animal skins, fibre, down/feather must not be removed from live animals (including live plucking and molt harvesting) at any stage in the supply chain.
iii. Down & feather must not be from animals that are force fed during their life for any reason including the production of foie gras.
iv. Fur and farmed fur must not be used, however shearling or hair on leather, which are by-products of other industries, may be used.
v. All animal skins sourced by our suppliers must be a by-product of the meat industry.

1.12 Sub-contracting
i. Rodd & Gunn discourages suppliers’ use of sub-contracting to limit the potential exploitation in distant or removed parts of the supply chain.
ii. If sub-contracting can’t be avoided (e.g. where necessary for specific production processes such as embroidering, printing etc.), suppliers must seek prior written approval from Rodd & Gunn. All samples and bulk production orders must take place in pre-approved facilities only, without exception.
iii. Code compliance at sub-contractor level is critical to an ongoing relationship and any supplier authorised to use sub-contracting must be able to verify this requirement at any given time.

1.13 Transparency & Traceability
i. Suppliers shall carry out their activities in an honest, ethical and transparent way. Suppliers shall disclose all manufacturing sources and not refuse any form of inspection from either Rodd & Gunn or a 3rd party auditor. Regular independent onsite inspections are conducted to ensure compliance with this Code of Conduct and Policies.
ii. Rodd & Gunn requires suppliers to track and monitor all locations in all levels of their supply chain to the best of their abilities and provide information upon request.
iii. In order to remain transparent, Rodd & Gunn may occasionally publish information from our tracing projects online.

1.14 Environmental Responsibility
i. Suppliers must comply with applicable local and international laws & regulations, must maintain a written environmental policy, and implement a system to minimize or eliminate negative impacts of its practices on the environment.
ii. Suppliers may be asked to submit data on environmental parameters (e.g. water use, waste water management) to assist with industry benchmarking and development of improvement strategies.

1.15 Industry Collaboration
i. Rodd & Gunn are committed to seeking out partnerships with specialised industry collaborations and multi-stakeholder initiatives (MSI), designed to support industry-wide changes and improvements. We strongly encourage our suppliers to do the same by adopting similar partnerships.
ii. We ask all our suppliers to cooperate fully with any training, reporting or auditing processes.
iii. Recommended industry partners or certifiers, listed in no particular order or preference:
   - WRAP, SEDEX, ISO, SA8000
   - Ethical Trading Initiative (ETI), International Labour Organisation (ILO)
   - United Nations Sustainability Development Goals (UNSDG)
   - Better Cotton Initiative (BCI), COTTON USA, SUPIMA, COTTON AUSTRALIA, ZQ MERINO
   - Bluesign, Oeko-Tex Standard 100, ZDHC
   - Textile Exchange (TE) – RWS Wool, RDS Down/Feather, GRS Products
   - Global Organic Cotton Standard (GOTS)
   - Leather Working Group (LWG), Alliance for Water Stewardship (AWS)

1.16 Code Compliance & Auditing
i. Compliance of our code & policies forms an important element to ensuring all minimum social, ethical and environmental standards are met in all of Rodd & Gunn’s supply chain. This code should not be used to prevent suppliers / factories and the extended supply chain from exceeding these standards.
ii. Suppliers & factories are expected to comply with relevant laws and regulations of the country in which workers are employed. Where there are conflicts between these standards and a law/regulation, suppliers are to adopt the provision which affords greater protection for the employee.
iii. Periodic independent onsite auditing is conducted to monitor the compliance level continuously and broad auditing results are published online.
iv. Suppliers & factories are to not refuse any form of inspection from either Rodd & Gunn staff or a 3rd party auditor, whether announced or unannounced.
v. Suppliers are expected to engage fully with Rodd & Gunn on addressing any non-compliances from an audit within the given timeframes.