



## **Ethical Policy**

(ETI - Ethical Trading Initiative)

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## **ETHICAL POLICY STATEMENT**

Synergy Retail Support Ltd is committed to ensuring a high standard of ethical and environmental trade practices in line with ETI base Code, including the provision of safe working conditions and the protection of workers' rights, across its supply chain. Synergy Retail Support Ltd purchases goods and/or services in accordance with the provisions of this Ethical Policy and expects its Suppliers to observe the policy provisions and to demonstrate a similar commitment to an ongoing programme ensuring where necessary, improving, ethical and environmental practices. This Ethical Policy incorporates all principles of the (ETI) - Ethical Trading Initiative.

This policy is also aligned to the UK Fast Forward standards (see appendix)

### **SCOPE OF THE POLICY**

The policy applies to all areas of Synergy Retail Support Ltd and to its direct Suppliers,. Synergy Retail Support Ltd requires all direct Suppliers to observe the provisions of this policy and requires that such Suppliers, in turn, obtain similar compliance with its provisions from their Suppliers. All parties to whom this policy applies are required to comply with applicable national and international laws. Where the provisions of this policy require greater protection than national law, the terms of this policy prevail.

### **POLICY OBJECTIVE**

The objectives of the policy are:

- to set out a clear statement for the Synergy Retail Support Ltd policy, and
- to promote the adoption and improvement of ethical practices, and
- to implement effective processes for improvement of trade/ operating practices

### **COMPLIANCE WITH THE POLICY**

Synergy Retail Support Ltd recognises that its Suppliers may not be able to achieve all the standards laid out in this Policy but are willing to engage with Suppliers/ Customers who:

- have implemented, or are willing to implement, appropriate and workable processes for raising standards to be compliant with this Policy within an agreed period;
- and are able to demonstrate a responsible and transparent approach to their working and general practices;
- and have demonstrated an ongoing commitment to improving working and ethical standards.

### **THE POLICY**

#### **Synergy Retail Support Ltd POLICY REQUIREMENTS (Critical Failure Points)**

Synergy Retail Support Ltd will not engage in business with Suppliers / Customers who do not meet the Synergy Retail Support Ltd policy requirements will be entitled to terminate any contract with any Supplier/ customer who is found to be non-compliant with the policy requirements. Such termination on the part of Synergy Retail Support Ltd may be without notice and shall be without liability of any description on the part of the company (whether to the Supplier/ customer or any third party contracted by the Supplier).

Synergy Retail Support Ltd Policy Requirements are as follows;

1. Suppliers must not use any form of forced, bonded or involuntary labour, and workers must not be obliged to lodge identity papers or pay any deposit as a condition of work.
2. Workers must not be subject to physical or verbal abuse or threats or intimidation of any description.
3. Workers must not be required to work extreme hours or work without adequate rest periods.
4. Suppliers must not use workers under the age of 15, or the minimum legal working age in the country in question, if higher than 15. Suppliers must accept the principles of remediation of a child and under age workers, and where such labour is discovered Suppliers must establish and implement appropriate remediation for such workers and introduce effective systems to prevent the use of child labour in the future.
5. Factories and work sites used by Suppliers must be safe and hygienic with an adequate number of safe and accessible fire exits from all buildings including living accommodation and workers must have access to drinking water.
6. Workers' life or limb must not be endangered due to the use of dangerous machinery, unsafe building structure or layout, or hazardous chemicals.
7. Living accommodation, where provided, must be in buildings that are separate from other areas of the workplace and have an adequate fire alarm system.
8. Suppliers must pay wages sufficient to meet basic needs and to provide some discretionary income.
9. Suppliers must maintain proper and accurate employment records including calculation of pay and hours worked and Suppliers must be transparent and cooperative as regards the inspection of employment records.
10. Suppliers must not engage in bribery, corruption or other similar unethical practices in order to gain competitive advantage.

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## **ETHICAL POLICY**

### **THE GENERAL PROVISIONS**

The General Provisions of the Policy need to be read and applied in conjunction with the requirements set out above.

#### **1. EMPLOYMENT OF APPROPRIATE WORKERS**

- 1.1 No forced, bonded, or involuntary prison labour may be used in the production/ working of goods. Workers must not be required to lodge deposits or identity papers as a condition of work and must be free to leave their employer upon reasonable notice.
- 1.2 No child or under age labour may be used. All workers must have reached the age of 15, or have reached the minimum legal working age under national law, whichever age is the higher.
- 1.3 By entering into an agreement with Synergy Retail Support Ltd. Suppliers accept the principles of remediation programmes enabling children and under age workers to return to quality education, even if children and under age workers do not form part of Supplier's work force.
- 1.4 Where the use of underage labour is revealed, then without prejudice to Synergy Retail Support Ltd, have the right to terminate its Supplier/ Customer agreements under the provisions of the policy, Suppliers must establish and implement appropriate remediation programmes in cooperation with Synergy Retail Support Ltd
- 1.5 Workers under the age of 18 must not work at night or under potentially hazardous conditions. Suppliers must have in place, worker management systems for young workers.

#### **2. WORKING ENVIRONMENT**

All workers are entitled to a safe, hygienic working environment and Suppliers must ensure that working conditions meet the following standards:

- 2.1 Suppliers must comply with all national health and safety laws
- 2.2 Suppliers must establish an active Health and Safety Committee on which workers must be represented and which must be consulted on and entitled to participate in the investigation of health and safety matters.
- 2.3 Suppliers must formally appoint a senior manager to be responsible for health and safety issues, including compliance with the relevant terms of this policy, and the establishment and communication of written health and safety policies.
- 2.4 Workers must not be employed in potentially hazardous conditions without regular adequate safety training or supervision. Training must include emergency evacuation procedures and, for appropriate designated personnel, first aid. Adequate records of all safety training must be maintained and made available for Synergy Retail Support Limited for inspection if requested. Adequate first aid provision must be readily accessible to all workers.

- 2.5 Work places must be well ventilated with comfortable, well-lit work stations. **No** workers may be subject to unsafe or unhealthy working conditions (including dangerous machinery, unsafe building structure or lay-out, and hazardous chemicals and substances) and all necessary safety equipment must be provided by Supplier without charge.
- 2.6 Factories and work sites used by Suppliers must be safe and hygienic with an adequate number of safe, accessible and clearly marked fire exits from all buildings (including storage facilities, and office and domestic accommodation used by employees).
- 2.7 Living accommodation, where provided, must be in buildings that are separate from other areas of the workplace and must have an adequate fire alarm system. In any event Suppliers must provide clean bathrooms, access to drinking water, and appropriate food storage facilities.

### **3. HOURS, PAY AND BENEFITS**

- 3.1 Suppliers must comply with local legislation regulating employment, hours of work and pay, including any minimum wage, allowances and benefits (including, without limitation, holidays, sick leave, child care, maternity provisions, social security) and must not seek to avoid their legal obligations to workers by any means. In any event wages must be adequate to meet the basic needs of workers and provide a reasonable discretionary income.
- 3.2 Workers must be provided with clear and understandable written information about their employment conditions (including pay and hours of work) before commencing work and Suppliers must at all times maintain proper and accurate employment records.
- 3.3 Workers must not be required to work excessive hours and may not ordinarily and regularly work more than 60 hours per week (including overtime). All workers shall be entitled to at least one day off in each 7 days period and overtime must be strictly voluntary and paid at a premium rate.
- 3.4 Deductions from wages must be of a reasonable sum and relate to the service provided for that deduction. Workers must give their express agreement for each deduction and such agreement may not form a part of their employment contract. The use of fines as a disciplinary measure is not permitted.
- 3.5 Suppliers must comply with all applicable legislation concerning life insurance, health insurance, retirement benefits and workers' compensation.

### **4. RESPECT FOR THE INDIVIDUAL**

- 4.1 Suppliers must conduct their business in a manner which recognises the entitlement of all individuals to be treated equitably with dignity and respect and to work in an environment free from harassment, physical and verbal abuse, threats or intimidation of any description.
- 4.2 Disciplinary practices shall be fair and appropriate and must be clearly set out and communicated to workers. Workers have the right to appeal and representation at disciplinary proceedings.

- 4.3 Suppliers must not discriminate against workers in any manner on the grounds of gender, religion, race, age, disability, sexual orientation, union membership, political affiliation, national or ethnic origin.

## **5. ETHICAL STANDARDS**

Suppliers must conduct their businesses in an ethical manner and must not seek to gain competitive advantage by means of unethical or dishonest practices including without limitation; bribery, corruption, kickbacks, the provision of gifts, favours or services.

## **6. ENVIRONMENTAL STANDARDS**

Suppliers must comply with applicable local environmental regulations and such additional environmental standards as Synergy Retail Support Ltd may notify in writing from time to time. In any event Suppliers must demonstrate an awareness of environmental matters and a commitment to improving environmental standards, (including, without limitation, waste reduction, increased recycling, reduction of pollution, increased use of environmentally friendly products from sustainable sources) and are to develop and implement a meaningful environmental action plan by which progress can be measured.

## **7. MODERN SLAVERY**

Synergy Retail Support Limited have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our business or/ in any of our supply chains. We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery act 2015.

We expect the same high standards from all our our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude and we expect that our suppliers will hold their own suppliers to the same high standards.

## **8. DOCUMENTATION AND INSPECTION**

8.1 Suppliers must adopt effective systems (including the appointment of a named individual with responsibility for compliance of the policy) for the implementation of the provisions of this policy by Suppliers and for monitoring and documenting compliance with its provisions to the satisfaction of Synergy Retail Support Ltd. Suppliers shall in turn be responsible for implementing monitoring and recording the compliance of its own Suppliers.

8.2 Suppliers must maintain such documentary records as may be necessary to demonstrate compliance with the terms of this policy (or otherwise relating directly or indirectly to the implementation of the policy) including a single set of verifiable, accurate and complete records on wages paid and hours worked for each employee and stored for a period of three years. All such documentation must be original records and available to Synergy Retail Support Ltd and comply with GDPR regulations

8.3 Suppliers must permit Synergy Retail Support Ltd (or its representative or nominees) to enter their premises (and any other work place utilised for or on behalf of Supplier, whether or not owned or controlled by the Supplier) for the purpose of inspecting premises and / or documentation and in order to establish due compliance with the provisions of the policy.

## **9. NON-COMPLIANCE**

- 9.1 By entering into an agreement with Synergy Retail Support Ltd Suppliers hereby agree to and accept the terms of this policy.
- 9.2 Without prejudice to the provisions of the policy or the terms of any agreement between Supplier and Synergy Retail Support Ltd, shall be entitled in its sole and absolute discretion to terminate all contracts with Suppliers/ Customer with immediate effect and without liability in the event that;
- 9.3 Suppliers/ Customers that are not be fully compliant with the policy requirements at any time.
- 9.4 If in the reasonable determination of Synergy Retail Support Ltd, Suppliers/ Customers shall have failed to demonstrate to the satisfaction of Synergy Retail Support Ltd, a genuine willingness to work towards meeting all of the provisions of the policy within a reasonable time.
- 9.5 If, in the reasonable opinion of Synergy Retail Support Ltd Suppliers/ Customers shall have failed to demonstrate to the satisfaction of Synergy Retail Support Ltd sufficient openness and transparency to allow a robust verification of their working practices.
- 9.6 In the event that Synergy Retail Support Ltd considers that a Supplier/ Customer is not in compliance with the policy requirements, the Supplier/ Customer must take all such appropriate remedial actions as requested by Synergy Retail Support Ltd to address any areas of concern.

Signed: Nick Demetriou

Date: 23<sup>rd</sup> April 2019

Position: Financial Director



## **Appendix- Fast Forward Standard**

The Fast Forward programme requires the UK supply base to evidence that:

1. Workers are eligible to work in the UK.
2. Workers are paid at least national minimum wage.
3. Workers are treated fairly in accordance with employment law.
4. Workers are provided with a safe and hygienic working environment.
5. Workers are not subject to mistreatment and have access to remedy.
6. Taxes are accurately calculated and paid in accordance with UK law