

Code of Conduct:
Standards for Sustainable Supply

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1. Commitments

Bettys & Taylors Group Ltd (“BTG”) values suppliers among our most important stakeholders, knowing that our Group’s prosperity depends upon a secure and sustainable supply of quality raw materials, goods and services. Our approach to sourcing is based on collaboration; working in close partnership to build long-term, equitable relationships, improve performance and address sustainability challenges. We source quality products and commit to paying sustainable prices, based on fair terms of trade.

As a values-based, family owned business we further recognise the need to protect the rights of people and communities reached by our trading activities. We accept that many of the challenges in our supply chains are likely to be systemic and to effect positive change requires commitment to long-term, sector-wide collaborations with supply chain partners and external stakeholders.

This Code of Conduct sets out the minimum acceptable standards required in our supply chains, whilst recognising that their achievement requires a collective effort. Where deficiencies are identified, we will work with suppliers to implement improvement programmes.

The provisions of the Code are based on internationally recognised standards and legislative requirements, including but not limited to:

- Codex Alimentarius
- Ethical Trading Initiative (ETI) Base Code
- EU General Data Protection Regulation (GDPR)
- International Labour Organization (ILO) Declarations
 - o ILO Declaration on Fundamental Rights and Principles at Work
 - o ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy
- UK Bribery Act (2010)
- UK Modern Slavery Act (2015)
- United Nations (UN) Conventions, Principles & Goals
 - o UN Convention on the Rights of the Child
 - o UN Global Compact Principles
 - o UN Guiding Principles on Business and Human Rights
 - o UN Sustainable Development Goals (SDGs)

In addition to the Code, all supply chain partners must meet all relevant legal obligations at local, national, or international level. The higher standard will apply whether that is the legal requirement or the Code of Conduct, unless it results in a direct conflict with legal requirements.

The Code of Conduct will be reviewed annually and when there are changes to the provisions on which it is based. Any changes to the Code will be communicated through the issue of a new version, which will supersede all previously issued copies. The current version will be available on the BTG website at www.bettysandtaylors.co.uk.

2. Scope

The Code of Conduct applies to our own operations, our suppliers and their production sites. All types of worker and employee are covered, including permanent, temporary, agency, migrant workers, homeworkers (including smallholder farmers) and all other workers based at supplier

locations, like independent contractors and service providers. It also applies to any subcontractors, as well as unpaid and family labour. We expect our suppliers to support our commitment to full compliance with this Code by cascading it or implementing similar due diligence processes, throughout their own supply chains.

3. Business Ethics & Competition

All business activities must comply with applicable laws and regulations in the jurisdictions in which they operate, as well as with applicable international laws and regulations, including those relating to international trade, sanctions, export controls, antitrust/competition, anti-bribery/corruption and data protection.

Anti-bribery/corruption

All forms of bribery are strictly prohibited, including offering, promising, giving, accepting, or seeking a bribe. In addition, BTG do not make, and will not accept, facilitation payments or kickbacks of any kind.

Any gifts, whether given or received, must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment. For example, during contractual negotiations, or a tender process.

Our suppliers must not, directly or indirectly, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters with BTG and/or to obtain any benefit for BTG which would violate any applicable anti-corruption laws including the UK Bribery Act 2010.

All BTG employees have a responsibility to report instances of bribery or corruption and are encouraged to raise concerns about any issue, or suspicion of malpractice, at the earliest possible stage.

Suppliers must declare any conflict of interest in any business dealings with us at the earliest opportunity and should actively seek to avoid such conflicts.

Antitrust/competition

All forms of anti-competitive behaviour are strictly prohibited in both our business and supply chains. Our policy and process for managing competition law compliance is set out in the BTG Competition Law Compliance Policy. Suppliers should have their own policies, procedures and training in place, to ensure that they comply with all applicable competition/anti-trust legislation. In particular, suppliers must not divulge to BTG (either directly or indirectly) any information about competitors that is not in the public domain.

Land rights

Suppliers must respect the rights and titles to property and land of individuals, indigenous people and local communities. Negotiations regarding property and land shall adhere to principles of free, prior and informed consent, as well as contract transparency and disclosure.

We aim to encourage openness in and with our supply base and will support anyone who raises genuine concerns in good faith, even if they turn out to be mistaken. We are committed to ensuring that no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that actual or potential bribery or other corruption has taken place, or may take place in the future. Suppliers must make appropriate

provision for reporting concerns or 'whistleblowing' within their own organisation and supply chains and must not threaten or retaliate against any individual or group who refuse to commit a bribery offence, or who raise concerns about potentially corrupt business practices. Further details of how we expect our suppliers to manage such reporting/whistleblowing are contained in the section entitled 'Grievance Mechanisms and Whistleblowing' below.

4. Grievance Mechanisms & Whistleblowing

A grievance mechanism to enable workers and their associated organisations to raise workplace concerns must be in place. It should offer a transparent and easily understandable process, which is equally accessible and communicated to all workers and their representatives. Management must be involved in the process and any concerns raised should be addressed promptly.

Where a reported issue could have a wider impact on the public interest, or involves stakeholders other than workers, it should be treated as whistleblowing and avenues for whistleblowing without fear of reprisals must be made available.

Examples of whistleblowing include alleged wrongful conduct by an employer, a fellow employee, a client or any third party working with the business such as:

- Practices that may put people's health and safety in danger.
- Practices within the business that could cause significant damage to the environment.
- Committing criminal offences.
- Breaches of legislation by the company.
- Any behaviour linked to abuse of power, position or authority which constitutes, encourages or supports inappropriate behaviour.
- Practices that may impact the safety, integrity, quality and legality of products.
- Covering up any of the above.

BTG encourages our suppliers to have their own robust systems for whistleblowing management but also makes the BTG whistleblowing routes available to all stakeholders in our supply chains. Full details are available in the BTG Whistleblowing Policy and Procedure (a link to the current version is contained in the references section of this Code).

5. Confidentiality, Data Protection and Intellectual Property

Confidential information and intellectual property (whether it is BTG's or another party's) must be safeguarded and must not be used/shared with any third party unless such use/sharing is lawful and is expressly permitted in writing by the proprietor of that information/intellectual property. Any use of confidential information/intellectual property must comply strictly with the terms of any related non-disclosure agreement/contractual clauses/licence. BTG's policy and procedure for managing its intellectual property is contained in our Intellectual Property Policy and Intellectual Property Guidelines.

Suppliers who process personal data must comply with the General Data Protection Regulation (GDPR), any other applicable data protection legislation/regulation and the terms of any applicable data processing contracts/clauses relating to that data. This includes ensuring that they have appropriate policies, procedures and a staff training programme in place to maintain and provide evidence of compliance and of taking prompt remedial action where any breaches of personal data are identified or notified.

6. Labour & Human Rights

This section of the Code of Conduct is taken from the ETI Base Code.

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 (see 'Health & Safety')

- 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 (see definitions)

- 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. In any event 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. Subclauses 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 seven 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 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.

6.6 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.

* 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 or inhumane treatment 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.

7. Health & Safety (see paragraph 3 of 'Labour & Human Rights' above)

Health and safety standards are applicable to members of the public and communities who encounter business operations in addition to the workforce directly engaged in the activities.

Working conditions

Suppliers shall provide a safe and hygienic work environment, as appropriate for the industry segment, geography and workforce. When considering the workforce, account should be taken of language comprehension and educational level.

The health and safety management system should have the primary aim of controlling health and safety risks and minimising exposure to hazards. It should consist of a documented health and safety policy or policies linked to risk assessment.

Risk assessments should be documented and reviewed regularly and in line with any significant changes to business operations, processes, or changes in applicable law and regulation.

Senior management commitment must be demonstrated through approval of the health and safety policy and appointment of a responsible person with a defined role in the maintenance of the health and safety management system. A health and safety committee with interaction between management and workers is recommended, where appropriate.

There must be documented safe working practices and the design, installation, and maintenance of engineering controls, such as ventilation, barrier guards and interlocks, must be in place to minimise the risk of injury and illness. Risk areas and potential hazards must be clearly identified by warning signs in a relevant language and/or by using pictograms.

Where needed, workers are to be provided free of charge with appropriate, well-maintained, Personal Protective Equipment (PPE) and any hazardous materials must be controlled and accessible only to trained workers.

Appropriately stocked first aid kits must be in place and accessible throughout the workplace. Contents must be suited to the prevailing risks in the area in which they are situated. There must also be trained workers to administer first aid and care must be taken to ensure that all work locations and shifts have accessible first aid equipment and workers.

Accurate records of any incidents must be maintained. This should include records of workers' illnesses, accidents, any first aid administered, or other healthcare provisions made, such as transfer to an external healthcare facility. At all times, legal reporting requirements must be met to facilitate any health and safety investigations required. Monitoring of recorded incidents, trend analysis and corrective actions should also be documented, along with investigations to establish root cause.

Workers must receive regular and recorded health and safety training appropriate to the risks associated with the role they fulfil. The training should be periodically refreshed for existing workers and made available for new workers or where roles are reassigned. Training records must be kept demonstrating compliance.

Where workers are exposed to specific risks due to their role, for example in the application of agrochemicals, additional medical monitoring may be required, such as cholinesterase testing. Where the type and frequency of such monitoring is legally determined, these requirements

represent the minimum level of monitoring, with consideration of seasonality taken into account but suggested frequency would be at least every 6 months, taking care to establish a baseline.

Potential emergency situations and events such as fires, earthquakes and chemical exposures are to be identified and assessed, with appropriate emergency plans and response procedures designed. Equipment and training must be available to implement the emergency plans when needed. Emergency exits and escape routes must always be unlocked and unblocked and clearly indicated, with evacuation procedures trained to workers and practised at least once every 6 months, or more frequently if required by law.

Potable drinking water must be clearly labelled and easily accessible to all workers during their working period. The standard of the water must be verified and documented. If verification is reliant on testing rather than certification, there must be a risk assessment for the testing frequency.

There must be access to clean toilet facilities and handwashing, at a distance and number suitable for the work environment and type of work being carried out, as well as suitable provision for the gender split of the workforce. Any additional legislative/regulatory or risk-based requirements relating to food handling and/or areas where agrochemicals are in use must be complied with.

Workers must have access to safe and sanitary food storage and/or provision. Where food is provided, this must either be free of charge to the worker, or at a reasonable cost comparable to externally sourced food.

Workers have the right to refuse unsafe work and to report unsafe or unhealthy working conditions and there must be a formal process to report concerns about the health and safety standards in the business.

Risk assessments for workers with specific needs e.g. during pregnancy must be carried out and work and roles/environments adapted to their needs.

Transport

Where transport is provided to the work environment and/or around and between work sites, the health and safety implications must be considered. This extends to assessment of any subcontracted or outsourced services which are selected by the business.

Consideration must be given to the design, maintenance and hygiene of vehicles, with reference to the expected frequency of use and loading during trips.

Workers must be free to choose their own method of transport to work and any payments for transport services must be reasonable.

Accommodation

Where provided, accommodation must be clean, safe, affordable, meet the basic needs of workers and conform to the country's laws. Accommodation should meet or exceed the basic levels available in the local community. This extends to assessment of any subcontracted or outsourced services which are selected by the business.

Workers must have the freedom to enter and leave accommodation at will and must have the choice to seek their own accommodation outside of company provision.

The accommodation must be made of a suitable construction material and be well maintained and hygienic. There must be sufficient space to allow for cooking and personal hygiene facilities and there must be adequate ventilation.

Potable water must be available and follow the same standard of controls for potable water in the workplace. Any other services provided, such as electricity, fuel etc must be to a standard and price comparable to levels available in the local community.

Emergency plans and response procedures must be designed and tested, with adequate access to emergency services, either provided by the business or through public services. Any associated equipment and training must be maintained with documented procedures. Escape routes must be marked, unlocked and unblocked.

Provision for maintaining privacy and family life must be considered, in line with conditions of employment and the type of accommodation. Suitability and availability of accommodation for potentially more vulnerable groups such as women and children, migrant workers, indigenous groups, smallholders, homeworkers, and subcontractors must also be factored to prevent discrimination.

Any inspection procedures carried out by the business must take account of residents' privacy and must be in line with agreed rules for occupying the accommodation. Any penalties for breaching accommodation rules must be reasonable and not prevent the resident either from leaving the accommodation or remove their right to accommodation provision without reasonable notice.

Reporting processes available for health and safety requirements at work must also extend to transport and accommodation provided by the business.

8. Transparency, Traceability & Management Systems

Transparency

BTG are committed to operating a transparent supply chain. We expect a similar commitment to transparency from our suppliers and on request, require our supply base to be able to provide details of their own facilities, supply chains and suppliers. Details of approved BTG suppliers are used in risk assessment of our materials and suppliers.

Suppliers should prepare and make available to BTG on request the necessary documentation to prove compliance with this Code of Conduct and any other standards required by BTG or through applicable legislation. Any areas of non-conformance and associated corrective action plans should be communicated to BTG.

BTG will periodically assess compliance with this Code of Conduct through measures such as Self-Assessment Questionnaires (SAQ), visits and audits. Audits and visits may include facility inspections and worker interviews, carried out either by representatives of BTG or by authorised and accredited 3rd parties.

BTG also expects to be made aware of and given access to any relevant 3rd party audit reports and investigations, if requested and where this is permitted and does not compromise confidentiality.

Traceability

To support transparency requirements, robust traceability systems capable of challenge must be implemented. As BTG uses final product labelling and promotion based on characteristics including

origin, certification standards and variety, it must be possible to verify authenticity of those characteristics through traceability.

Suppliers must regularly test their own traceability systems to a minimum annual frequency. BTG may also require suppliers to participate in traceability and recall exercises to test our own management systems.

Further details of specific traceability labelling requirements and documentation will be notified through the contract process.

Management systems

Our suppliers must develop robust management systems to facilitate compliance with the requirements of this Code.

Some products may require additional certification standards are achieved, for example through a Global Food Safety Initiative (GFSI) benchmarked scheme, an International Social and Environmental Accreditation and Labelling Alliance (ISEAL) member standard or a social compliance audit such as Sedex Members Ethical Trade Audit (SMETA). Whether additional certification is required will be determined through BTG's risk assessment processes and any such requirement will be duly communicated to the supplier.

BTG recognises that achieving the requirements of this Code is a dynamic process and encourages continuous improvement within its supply chain. In cases where improvement is required, we will support the supplier to establish and deliver clear action plans where practicable. Priority will be given to suppliers who demonstrate genuine engagement in improving their performance through transparency, collaborative working and allocation of resources.

9. Quality & Food Safety

Quality

Specifications and quality standards are agreed in advance with all suppliers and BTG expects suppliers to establish clear parameters with their own supply base and service providers. If there is any doubt about expected quality, this must be discussed and clarified with BTG.

Any differentiation in product standards across or between deliveries must be agreed and made clear through traceability systems. Any known deviation from specification must be discussed with BTG in advance of shipping, to agree concessions.

Supplier performance is reviewed regularly, with quality performance forming a central part of the review process. Performance monitoring may also include analytical testing and review of any complaints. Suppliers should document and review the performance of their own supply base.

Food safety

BTG maintains a robust food safety management system to effectively manage any risks associated with our products and services. Our suppliers should also implement a robust food safety management system and respect the Codex HACCP principles. As part of the system, suppliers should:

- Monitor performance, including complaints, and where appropriate, revise their food safety management system to ensure ongoing compliance and continuous improvement.
- Assign sufficient resources to meet the requirements of current legislation and aim to achieve standards of good practice.
- Communicate with and provide training to workers on all aspects of food safety relevant to their role.
- Carry out and regularly review risk assessments to identify hazards to products and services and take all reasonable precautions to mitigate risks.
- Maintain work equipment and premises to ensure that food safety is not compromised.
- Audit management practices regularly to ensure that they remain effective in achieving compliance and minimising risk.
- Actively engage with enforcement authorities.

10. Environmental Sustainability

BTG is committed to sustainable development, through ensuring that legal compliance is met and environmental issues are appropriately managed. We also strive for continuous improvement which goes beyond compliance. Our aim is to make a positive impact on the planet in all that we do. An essential part of this commitment comes from the interactions we have with our suppliers, many of whom are engaged in primary production and make use of primary resources.

To deliver these aims, a robust Environmental Management System (EMS) is needed to effectively manage the risks and impacts associated with business activities. Elements of an EMS should include:

- Measuring and minimising environmental impact relating to energy use, travel and transport, waste, and water.
- Establishing and working towards the achievement of environmental targets in the areas mentioned above.
- Regularly reviewing all operations to identify and evaluate all environmental impacts and prioritise action to address them.
- Designing and building all new facilities with sustainability in mind.
- Ensuring the careful use of valuable natural resources and driving down waste.
- Working with supply chain partners to source products and services which minimise environmental impact.
- Auditing management practices regularly to ensure that they remain effective in achieving compliance and minimising risk.

Suppliers must have similar systems in place to prevent and mitigate negative environmental impacts including accidental spills and releases into the environment. Biodiversity should be promoted as a contributing factor in achieving sustainability. This includes focus in the areas of site selection, soil protection, forest protection and land use management and cultivation techniques. Suppliers must respect land rights and be able to map the extent of their enterprise to support environmental protection and demonstrate compliance.

Innovation and continuous improvement by our suppliers in environmental sustainability is strongly encouraged and specific environmental standards and specifications may be a condition of supply. Active participation in relevant environmental sustainability projects is an expected element of supply relationships with BTG.

11. Implementation, Monitoring & Reporting

BTG carryout risk assessments on our suppliers and products to determine the required approach to implementation, monitoring and reporting against this Code. Risk assessment is a dynamic process and we will prioritise action in the areas of highest risk and where we believe we can make the most effective contribution.

Where specific Key Performance Indicators (KPIs) and targets are set, they will be communicated to suppliers, with results reported at predefined intervals. BTG will monitor transparency in our supply chains and the results of our engagement activities and collaborations, along with compliance with this Code. Examples of monitoring activities include collection of data, such as working hours and wage rates for comparison against standards, completion of Self-Assessment Questionnaires (SAQ) and auditing. In all areas, BTG strive for continuous improvement towards achieving more sustainable supply chains.

Where any non-compliance with this Code is reported or assessed, BTG will ask suppliers to develop and implement corrective action plans. The extent of requirements and timescales for completion will link to how serious the breach or violation is determined to be. Completion of corrective action plans will also be subject to monitoring and reporting.

Appendices

1. Definitions

Category	Term	Definition
Age:	Adolescent:	A child between the age of 10 and 17. In addition, 17-19 year olds are also referred to as 'young adults'. Child labour: Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.
	Child:	Every boy and girl under the age of 18. The UN Convention on the Rights of the Child (1989) says: "For the purpose of this present Convention, a child means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier" (article 1). In Spanish-speaking countries in Latin America, it is usual practice to distinguish between the boys and girls, on the one hand, and older adolescents, on the other, thereby recognising that adolescents are more mature and can take on more responsibilities than younger children.
	Young Person:	Any worker over the age of a child as defined above and under the age of 18.
Business Ethics:	Bribe:	A bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
	Facilitation payment:	These are typically small, unofficial payments made to secure or expedite a routine government action by a government official.
	Kick-back:	Kickbacks are typically payments made in return for a business favour or advantage.
General:	Bettys & Taylors Group:	Is the parent company of our trading company Bettys & Taylors of Harrogate Ltd, of which Bettys and Taylors are both trading names.
Labour:	Agency labour:	This may relate to informal as well as formal agencies. The agent sources and engages labour on behalf of an employer.
	Contractors:	Similar to service providers they are a 3 rd party who provides services to a company but are not an employee. They may be either temporary or permanently engaged to provide the service and would include outsourced security services, IT provision and a wide range of services.
	Employees:	An employee is an individual working under a contract of employment. It can be difficult to determine when a worker is an employee. Employees

		are normally required to carry-out the work personally, are obliged to do that work in return for an agreed salary or wage and in line with terms and conditions laid down by the employer and the employer must exercise controls how the work is carried out.
	Forced labour:	Workers should work voluntarily and without threat of penalty or sanctions of any kind. Debt-bondage, indentured labour and involuntary prison labour are all forms of forced labour.
	Homeworkers:	Someone who is contracted to carryout work from home. These may include smallholders, piece-rate workers and housekeepers who house other workers.
	Migrant worker:	Worker who move to another region within their home country or to another country to pursue work. Migrant workers do not usually intend to stay permanently in the region or country in which they work.
	Permanent:	An employee without a pre-determined end date to their contract.
	Service providers:	A company that provides consulting, legal support, training, communications, storage, processing or many other possible services. Although a service provider may refer to an organisational sub-unit, it is more generally used to refer to third party or outsourced supplier.
	Sub-contractors:	A sub-contractor is an individual or business with a contract to perform part or all of the obligations of someone else's contract. This might be a specific, specialised task as part of an overall project, or a way to increase speed or capacity.
	Temporary:	The working arrangement is limited to a certain period based on the needs of the employing organisation. This includes fixed-term, project- or task-based contracts, as well as seasonal or casual work, including day labour.
	Workers:	Anyone with a contract or other arrangement to carryout work or provide services for money or a benefit in kind, including the promise of a contract or future work.
Supply:	Stakeholder:	Any individuals, groups or organisations that are affected by the activities of the businesses in the supply chain.
	Supplier:	Any organisation or individual who is engaged by BTG to provide a service, product or raw material.
	Supply-chain:	The organisations, people, activities, information, and resources involved in supplying a product or service. The complete supply chain involves the transformation of raw materials into a finished product, delivered to the end customer.

2. References:

External References & Links:

Codex Alimentarius:

<http://www.fao.org/fao-who-codexalimentarius/en/>

Ethical Trading Initiative (ETI) Base Code:

<https://www.ethicaltrade.org/eti-base-code>

EU General Data Protection Regulation (GDPR):

<https://ico.org.uk/for-organisations/guide-to-data-protection/>

International Labour Organization (ILO) Declarations:

ILO Declaration on Fundamental Rights and Principles at Work

<https://www.ilo.org/declaration/lang--en/index.htm>

ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy

<https://www.ilo.org/empent/areas/mne-declaration/lang--en/index.htm>

UK Bribery Act (2010):

1. <https://www.legislation.gov.uk/ukpga/2010/23/contents>

2. <https://www.gov.uk/government/publications/bribery-act-2010-guidance>

UK Modern Slavery Act (2015):

1. <https://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>

2. <https://www.gov.uk/government/collections/modern-slavery-bill>

United Nations (UN) Conventions & Principles:

UN Convention on the Rights of the Child

<https://www.unicef.org.uk/what-we-do/un-convention-child-rights/>

UN Global Compact Principles

<https://www.unglobalcompact.org/what-is-gc/mission/principles>

UN Guiding Principles on Business and Human Rights

<https://www.unglobalcompact.org/library/2>

UN Sustainable Development Goals

<https://www.un.org/sustainabledevelopment/>

BTG References & Links:

General information about BTG and links to sub-sites are available at:

<https://www.bettysandtaylor.co.uk/>

The following policies and procedures are available at:

<https://www.bettysandtaylor.co.uk/resources-and-policies/>

Please note that while the versions mentioned below were current when this Code was compiled, these may have been superseded and in all cases, it is the published version which should be adhered to.

- Anti-Slavery and Human Trafficking Policy; V 1 2017-01-13
- Ethical Trade and Human Rights Policy; V1.0
- Whistleblowing Policy and Procedure; V1.4 2018-05-30

The following internal policies have been used in the creation of this Code:

- Anti-Bribery and Corruption Policy; V2.1 2019-02-27
- Competition Law Compliance Policy V1.2 2019-02-27
- Data Protection Policy; V 2.0 2018-05-24
- Environmental Policy; V1.0, 2018-02-14

- Equality and Diversity Policy; V1 2018-05-14
- Food Safety Policy; V2.0 2018-02-14
- Gifts and Hospitality Procedure; V1 2019-02-27
- Intellectual Property Guidelines; V1.0 2019-08-08
- Intellectual Property Policy; V1.0 2019-08-08
- Purchasing Policy; V1.01 2016-02-10
- Standard Terms of Purchase (V6)