



USBORNE PUBLISHING SUPPLIER CODE OF CONDUCT

Introduction

Usborne Publishing is a member of **Prelims** which is a collaboration of leading publishers who have been working together since 2003 to drive social and environmental responsibility in our product supply chain.

We expect all our product suppliers to commit to working towards the Standards set out in this Code of Conduct. To this end we urge, and expect, our suppliers to ensure that all their on-site staff are aware of our Code of Conduct by publicly displaying a copy of it in the principle language of their workforce.

Where national, other applicable laws and the Supplier's code of conduct address the same issue, the provision with the highest workplace standard will apply. Further, where the supplier's code of conduct is in contradiction with the applicable law, the applicable law will apply. The provisions set out in this supplier code of conduct extend to agents, subcontractors and their third parties and we expect our suppliers to monitor standards within their own supply chain. We define agents as being all those who act as a broker between Usborne Publishing Ltd and our suppliers.

Code Implementation

1 Usborne Publishing's Responsibility

1.1 We expect our suppliers to assign management responsibility for implementation of our Code of Conduct.

1.2 We expect our suppliers to communicate our Code of Conduct internally and externally as well as provide relevant training to staff where necessary.

1.3 We aim to ensure that our suppliers only have to undergo one social audit and one environmental audit against our Code of Conduct.

1.4 We shall take a risk based approach to managing suppliers. This means we will only ask suppliers deemed to be a medium or high risk to undergo a full social audit and/or a full environmental audit.

2 Direct Supplier's Responsibility

2.1 We define direct suppliers as being those that manage or own the sites where our products are being manufactured.

2.2 We expect some direct suppliers to undergo an audit against our Code of Conduct and it is at our (Usborne Publishing's) discretion to decide when an audit is appropriate.

2.3 If a site has undergone an audit within the last year, they will not be required to undergo

another of the same kind (social or environmental) as long as we are fully satisfied with the process.

2.4 We expect direct suppliers to ensure all staff on-site are aware of our Code of Conduct and publically display a copy of it in the principle languages of the workforce.

2.5 We expect direct suppliers to monitor standards within their own supply chain to the same standard as we expect of them and to commit to continuous improvement.

3 Agent's Responsibility

3.1 We define agents as being all suppliers who act as a broker between Usborne Publishing and our direct product manufacturers.

3.2 We expect agents to apply a risk assessment process to their suppliers and to share the results of this with us.

3.3 We expect agents to conduct audits of suppliers who are deemed a medium to high risk and for the audits to be of the same standard as our Code. We expect agents to share the results of these with us.

4 Open and Transparent relationships

4.1 We are committed to working closely with all our suppliers to support them in meeting the Standards set out in our Code of Conduct, and therefore strongly encourage an honest and open engagement on all the issues set out in this Code.

Labour Standards

1 Child Labour

- Our suppliers will only employ those who (whichever is higher):
 - Meet the minimum legal age for employment or leaving age for compulsory education (whichever is higher out of these two)
 - OR
 - Are 15 years of age or higher.
- The only **exception** to this will be in developing countries listed under ILO Convention 138 where the minimum age may be 14 years.
- If child labour is found, our suppliers will remove the child from work and put in place an appropriate **remediation** procedure to ensure the welfare of the child and their gradual transition to school. It is the employer's responsibility to provide on-going financial support for the child (at a level equivalent to their salary or the minimum wage, whichever is higher), and to fund any other needs such as accommodation and training during the transition period.
- Our suppliers should **verify the ages** of new employees by checking original identity documents and cross checking them with the employee's photograph, and they should

keep a register of employee ages.

- Our suppliers will only allow **hazardous or overnight work** to be carried out by those over the age of 18. We define 'hazardous' work as being any task that will negatively impact on the health and safety of a young person or that will harm physical, mental or social development.
- Our suppliers will provide **health checks** for workers under the age of 18, at least annually.

(ILO Conventions 138, 182)

2 Discipline

- Our suppliers will not tolerate an intimidating workplace or threaten to, or engage in, any form of physical, psychological, sexual, or verbal abuse against employees.
- Our suppliers will establish a fair **disciplinary procedure**.

(UNDHR Articles 3 & 5)

3 Forced Labour

- Our suppliers will not use **forced, bonded, indentured, compulsory** or involuntary **prison labour**.
- Our suppliers will not directly or indirectly engage in or support **human trafficking**, by recruiting, transferring, harbouring or receiving a worker using threat, force, coercion or deception.
- Our suppliers will not require employees to lodge financial **deposits** or **identity documents** in order to secure or retain employment.
- Our suppliers will not prevent **free movement** of employees to and from the site or accommodation unless this will compromise their safety or the safety of other workers. Their movements will not be controlled by security guards e.g. being followed during breaks.

(ILO Conventions 29, 105)

4 Discrimination

- Our suppliers will, without exception, treat employees, in all circumstances, on the ability to perform their jobs, and not on the basis of any personal characteristics or beliefs of any kind.
- Our suppliers will treat all **potential recruits** fairly.
- Our suppliers will not test potential recruits for **pregnancy** except where required by national laws or regulations because the nature of the work is unsuitable if pregnant.

(ILO Conventions 100, 111, 183)

5 Wages

- Our suppliers will pay wages in line with **local minimum wage** laws or local industry benchmarks, whichever is higher.
- Our suppliers will also strive to pay wages that **meet 'basic' needs**, where legal or industry standards do not do so.
- Our suppliers will meet local legal requirements for **overtime** or local industry benchmarks, whichever is higher. Where local law does not stipulate a rate for overtime, our suppliers will pay a premium rate or local industry benchmarks, whichever are higher.
- Our suppliers will provide all employees with **written terms of payment** as well as pay slips covering each pay period.
- Our suppliers will provide all employees with mandated **benefits** as required by local law.
- Our suppliers will only make **deductions** from wages if:
 - they are required to do so by national laws i.e. social security contributions
OR
 - the employee has been told about the grounds on which the deduction is being made, and the extent of the deduction, in advance.
AND
 - the employee has consented to the deduction in writing
AND
 - the deduction is in accordance with local laws
AND
 - the deduction is fair and reasonable meaning that it does not compromise the employee's ability to ensure a decent living income for themselves and their family or bring their total remuneration below the minimum wage level.

(ILO Convention 9)

6 Hours

- Our suppliers will comply with local laws on **working hours**, or local industry benchmarks, or ensure a standard 48 hour working week, whichever affords workers greater protection.
- Our suppliers will comply with local laws on overtime, or not allow more than 12 hours of **overtime** a week on a regular basis, whichever affords workers greater protection.
- Our suppliers will provide at least one **day off** after every 6 consecutive days of work unless local laws stipulate otherwise, in which case suppliers must meet the higher requirement.

(ILO Convention 1, 14 and UNDHR, Art 24)

7 Freedom of Association/Collective Bargaining

- Our suppliers will not interfere in the right to form or join a **trade union** and will create an open environment for trade union activities and will not discriminate against trade union members
- Where local law does not allow for free association or collective bargaining, our suppliers will not hinder **parallel means** of association and bargaining.

(ILO Conventions 87, 98)

Modern Slavery and Human Trafficking

Usborne, through our policies and practices, is committed to ensure that there is no modern slavery in our business operations and supply chain. Our ethical business practices are designed to protect workers from being abused and exploited. Transparency plays a major role in preventing all forms of modern slavery taking place in an organization. We have therefore increased transparency by publishing a modern slavery and human trafficking statement on our website, (www.usborne.com). This will ensure that the public, consumers and our employees know what steps we have taken to tackle modern slavery.

Health and Safety

- Our suppliers will appoint a **senior manager** to oversee the implementation of health and safety requirements at each facility.
- Our suppliers will maintain a **clean, safe and healthy work place** that comply with all local legislation and includes access to toilet and drinking water facilities. Our suppliers will extend the same standards to both on and offsite **accommodation** provided for their workforce.
- Our suppliers will put reasonable **measures** in place **to prevent fire, accidents**, injuries, and causes of hazards in a working environment.
- Our suppliers will provide relevant **information, instruction, and training** for all employees, to ensure health and safety onsite and to raise awareness of potential risks.
- Our suppliers will provide, where necessary, **protective clothing and equipment** to prevent accidents and exposure of employees to hazards.
- Our suppliers will provide measures to deal with emergencies and accidents, including first- aid arrangements.
- Our suppliers will communicate **emergency and evacuation procedures** to workers in a language that the workers understand.
- Our suppliers will designate a safe **assembly point** for emergency situations.
- Our suppliers will run regular **evacuation drills**.

(ILO Convention 155)

Management Systems



It is envisaged that suppliers shall adopt or establish a management system that supports the content of this code. The management system will be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to supplier's operations and products; (b) conformance with this code; and (c) identification and mitigation of operational risks related to the areas covered by this code. The management system should also drive continual improvement.