



## LYNN'S COUNTRY FOODS LIMITED

Down Business Park | Downpatrick | BT30 9UP  
hello@finnebrogue.com | 028 4461 9300

## FINNEBROGUE.COM

VAT Number: GB 340 633 624  
Company registration number: NI020172



## Supplier Code of Contact

This Code of Conduct sets out the minimum standards we expect, and we encourage all suppliers to go beyond these requirements. The term 'Supplier' as used in this code refers to suppliers, vendors, contractors, consultants, agents and other providers of goods and services who do, or seek to do, business with Finnebrogue.

All suppliers are required to show compliance with ETI Base Code or similar and continuous improvement in their approach to human rights.

We set the highest standards for the way we conduct our operations. We expect suppliers to treat all employees fairly, honestly and with respect, in full compliance with the following requirements:

### Management system, transparency and traceability

The supplier shall put in place an efficient internal management system to ensure that:

- all employment relationships are acknowledged and documented (in accordance with national laws, customs and practices and international employment standards) from the time of recruitment until the end of the employment contract; particularly in the case of employees with a special status: young employees, immigrants, national migrants, seasonal workers, homeworkers, piece workers, interns or apprentices, contract workers, temporary workers, etc.;
- all the company's sales and management activities are carried out transparently and correctly recorded in the company's registers;
- the principles set forth in this Code are circulated and applied consistently within the supplier's organisation;
- the supplier shall detect all acts which breach the principles of this Code, determine the underlying causes of problems identified and implement measures to deal with such acts effectively in accordance with national laws, customs and practices and international employment standards;
- the persons in charge of applying this Code and more generally the associated legal aspects concerning employment law, security and the environment are informed and trained;
- action is taken against all forms of corruption, extortion, embezzlement and bribery;
- its impact on the surrounding community, natural resources and the environment in general is analysed so that the necessary procedures can be put in place to prevent and minimise the negative effects connected with the partner's operations;



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### **The supplier undertakes to circulate the principles of this Code to its entire supply and subcontracting chain:**

- The supplier shall disclose to LYNN'S COUNTRY FOODS, before any order is placed by the client, a list of the factories belonging to the supplier and its sub-contractors (companies authorised by the supplier to handle all or part of the final production supposed to be produced by the supplier). LYNN'S COUNTRY FOODS do not permit their orders to be produced in a factory which does not comply with this Code. Once Lynns' Country Foods has confirmed an order, the supplier is not authorised to change the previously disclosed list of factories or sub-contractors. If it is necessary for any reason to change the list of supplier and sub-contractor factories, written agreement shall be obtained from LYNN'S COUNTRY FOODS.
- The supplier shall check that the factories or sub-contractors identified in the LYNN'S COUNTRY FOODS production chain comply with the principles of this Code. If the supplier becomes aware of breaches of the principles of this Code in its supply and sub-contracting chain, it shall immediately inform Lynns' Country Foods and shall undertake to implement a corrective action plan for the supplier/sub-contractor concerned.
- If the supplier/sub-contractor refuses to cooperate, the supplier shall undertake to terminate its collaboration with the supplier/sub-contractor concerned.
- The supplier must reduce the complexity of high-risk supply chains whilst ensuring that all subcontractors in the supply chain complies with this Code.

### **Minimum age, Child labour and Young workers**

- The supplier shall comply with the national minimum age for admission to employment or work in any occupation which should not be less than the age for completing compulsory schooling and, in any case, not be inferior to 15 years old. If however, the local legal minimum age is set at 14 years of age in accordance with ILO Convention 138 developing country exceptions, this lower age may apply.
- The supplier shall neither recruit nor exploit children in any way. If children are found on production site, (except in a childcare room), the supplier shall seek a sensitive and satisfactory solution that puts the best interests of the child first.
- The supplier shall not employ young workers under the age of 18 years old at night, or in conditions which could jeopardize their health, their safety or their moral integrity, and/or which could harm their physical, mental, spiritual, moral or social development in accordance with ILO Convention 182.



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### **Forced labour**

- All work must be conducted on a voluntary basis, and not under threat of any penalty or sanctions.
- The use of forced or compulsory or unpaid labour in all its forms, including prison labour when not in accordance with Convention 29, and unpaid overtime work, is prohibited.
- The supplier shall not require workers to make unreasonable deposits/financial guarantees and shall not confiscate identity documents of any worker (such as passports, identity cards, etc.). No abusive delayed payment of wages shall occur.
- Bonded labour is prohibited. The supplier shall not use any form of bonded labour nor permit or encourage workers to incur debt through recruitment fees or other means.
- Indentured labour is prohibited. The supplier shall respect the right of workers to terminate their employment after legal notice. The supplier shall respect the right of workers to leave the workplace and factory after their shift.

### **Non-Discrimination**

- The supplier shall respect equal opportunities in terms of recruitment, compensation, access to training, promotion, termination or retirement.
- The supplier shall not engage in, support or tolerate discrimination in employment including recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of gender, age, religion, marital status, race, caste, social background, diseases, disability, pregnancy, ethnic and national origin, nationality, membership in worker organisations including unions, political affiliation, sexual orientation, or any other personal characteristics.
- The supplier shall base all terms and conditions of employment on an individual's ability to do the job, not on the basis of personal characteristics or beliefs.

### **Disciplinary practices, harassment and abuse**

- The supplier shall treat all workers with respect and dignity.
- The supplier shall not engage in or tolerate bullying, harassment or abuse of any kind.
- The supplier shall establish written disciplinary procedures and shall explain them in clear and understandable terms to their workers. All disciplinary actions shall be recorded.

### **Freedom of association and grievance mechanisms**

- Workers have the right to join or form trade unions of their own choosing and to bargain collectively, without prior authorisation from supplier's management. The supplier shall not interfere with, obstruct or prevent such legitimate activities.
- Where the right to freedom of association and collective bargaining is restricted or prohibited under law, the supplier shall not hinder alternative forms of independent and free workers representation and negotiation, in accordance with ILO conventions.



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- The supplier shall not discriminate against or otherwise penalise worker representatives or trade union members because of their membership in or affiliation with a trade union, or their legitimate trade union activity in accordance with ILO conventions.
- The supplier shall give internal worker representatives access to the workplace in order to carry out their representative functions in accordance with ILO conventions.
- The supplier shall make all possible efforts to maintain or participate in an effective information feedback and grievance mechanism at operational level to be able to respond to individuals and communities.

### **Working hours and overtime**

- The supplier shall set working hours that comply with national laws and ILO conventions, whichever affords greater protection to ensure the health, safety and welfare of workers.
- The supplier shall respect that the standard allowable working hours in a week are 48, excluding overtime. Workers shall not be required to work in excess of 48 hours per week on a regular basis.
- Overtime shall be voluntary and shall not exceed 8 (eight) hours per week and shall not be requested on a regular basis.
- The supplier shall respect all workers' right to at least one rest day in every 7 (seven) days period as well as annual paid leave period and public national and local holidays as per local regulations.

### **Remuneration and benefits**

- The supplier must compensate its workers by providing wages, overtime pay, benefits and paid leave which respectively meet or exceed legal minimum and/or industry benchmark standards and/or collective agreements, whichever is higher.
- Acknowledging the fundamental nature of remuneration for workers and those who are dependent on them, LYNN'S COUNTRY FOODS expects that the supplier shall not consider the legal minimum wage as an end in itself, but as a mere threshold not to be reached but to be exceeded, the goal sought being that this remuneration should be able to cover basic needs whilst guaranteeing a discretionary income.
- The supplier shall always compensate all workers for all overtime at a premium rate, as required by law and, where applicable, by contractual agreement.
- The supplier shall provide all legally required benefits, including paid leave, to all workers.
- The supplier shall not make any deductions from wages which are unauthorised or not provided for by national law. The supplier shall not make any deduction from wages as a disciplinary measure.
- The supplier shall provide all workers with written and understandable information about their employment conditions, including wages, before they enter into employment; and about details of their wages for the pay period concerned each time they are paid.



- Work performed must be on the basis of a recognised employment relationship established in compliance with national legislation and ILO conventions, whichever affords the greater protection.
- Labour-only contracting, sub-contracting or homeworking arrangements, apprenticeship schemes where there is no real intent to impart skills or provide regular employment, excessive use of fixed term contracts of employment, or any comparable arrangements shall not be used to avoid obligations to workers under labour or social security laws and regulations arising from the regular employment relationship.

### **Health and safety**

- Provisions under Health and safety shall be further defined to cater for specific conditions an related hazards pertaining to different industries, in accordance with the relevant applicable Health & Safety principles.
- The supplier shall provide safe and clean conditions ni al work and residential facilities and shall establish and follow a clear set of procedures regulating occupational health and safety.
- The supplier must take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring ni the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Appropriate and effective personal protective equipment shall be provided as needed.
- The supplier shall provide access to adequate medical assistance and facilities.
- The supplier shall provide all workers with access to clean toilet facilities and to drinkable water and, if applicable, sanitary facilities for food preparation and storage.
- The supplier shall ensure that residential facilities for workers, where provided, are clean and safe.
- The supplier shall assign the responsibility for health and safety to a senior management representative.
- The supplier shall provide regular and recorded health and safety training to workers and management, and such training shall be repeated for all new or reassigned workers and management.
- The supplier shall provide adequate safeguards against fire, and shall ensure the strength, stability and safety of buildings and equipment, including residential facilities where provided. The supplier shall undertake sufficient training of workers and management in waste management, handling and disposal of chemicals and other dangerous materials.
- Where suppliers are found to have contravened the requirements set out in this Code, Lynn's Country Foods reserves the right to terminate any associated agreement or business relationship.

Signed: 

**Andrew Nethercott**  
**Managing Director**

Date: 01/02/2022