

Responsible Sourcing Code of Conduct

1. Introduction

We require all suppliers to comply with our Responsible Sourcing Code of Conduct ('Code of Conduct'). There are five pillars within the Code of Conduct, each with a set of principles and practices that must be met:

- a) Responsible sourcing and sustainability initiatives;
- b) Human rights, labour and modern slavery;
- c) Health and safety;
- d) Environment; and
- e) Animal welfare.

2. Supplier responsibility

You are responsible for implementing the Code of Conduct in your operations and supply chains. You should nominate a senior manager to oversee this and be our main contact. You must provide the required evidence of compliance and any incidents of non-compliance.

3. Responsible sourcing and sustainability initiatives

Factories supplying house brands must be members of the Supplier Ethical Data Exchange ([SEDEX](#)). If providing us with House Brands, you will ensure that your factories supplying products to us are a member of SEDEX and that their SEDEX membership number is provided so that we can obtain existing audit information. Further information on SEDEX is in Annex 1. In addition to the specific sustainability initiatives outlined in this code, you are also encouraged (whether by yourselves or your contractors/agents and factories) to join credible leadership initiatives. Examples relevant to sustainable fashion include the [Sustainable Apparel Coalition](#) and [Positive Luxury](#).

4. Human rights, labour and modern slavery

You shall ensure compliance with relevant legislation and industry standards to ensure labour standards and human rights at work are met. These include compliance with the UK Modern Slavery Act 2015 ("**Modern Slavery Act**") and International Labour Organisation (ILO) standards to prevent forced and compulsory labour, child labour, and discrimination in the workplace.

Beyond legal compliance, we encourage participation in good practice labour initiatives and compliance with industry standards. Some examples are:

The [Ethical Trading Initiative ETI Base Code](#) on ethical trade
[UN Guiding Principles on Business and Human Rights](#)

[UN Global Compact](#)
[Fast Forward](#)
[Fair Trade Standard](#)
[Fair Wear Standard](#)
[Social Accountability 8000](#)
[Bangladesh Accord](#) Alliance for Worker safety in Bangladesh
[Better Work](#) factories
[As you Sow](#)

We must comply with the Modern Slavery Act which requires us to ensure that modern slavery does not take place within our organisation and across our supply chain. Further, we are required to produce in respect of each financial year a statement setting out the steps we have taken in the relevant year to ensure that modern slavery does not take place. Modern slavery includes any form of servitude, forced or compulsory labour, bonded labour, child labour and/or human trafficking.

According to the International Labour Organisation, there are some 21 million people worldwide subjected to some form of modern slavery. We recognise that fashion supply chains, hospitality, food and cleaning services are high risk for modern slavery. As we source products from many countries, including high-risk areas such as India and Turkey, we know we have to take steps to ensure instances of modern slavery do not occur.

We do not tolerate modern slavery either within our business itself or within our supply chain and take the issue of tackling it extremely seriously. We expect our supply chain (whether direct suppliers or those that directly or indirectly supply our direct suppliers) to share the same values. These obligations will apply to your supply chain as well as you. Specifically:

4.1. Modern slavery and human trafficking

4.1.1 Without prejudice to your other obligations, you shall:

- a) comply with the Modern Slavery Act; and
- b) comply with our ethics, fair dealing and modern slavery policies as we may update from time to time.

4.1.2 You shall not engage, and shall procure each member of your group and your respective employees, officers, agents, subcontractors and suppliers shall not engage, in any activity, practice or conduct, or fail to do anything, which would:

- a) constitute an offence under the Modern Slavery Act if such activity, practice or conduct, or failure was carried out in the UK; and/or
- b) cause us to be in breach of the Modern Slavery Act.

- 4.1.3 You shall promptly on demand provide at your own cost such co-operation, assistance, information and access to premises as we may reasonably request in connection with our obligations under the Modern Slavery Act (including providing prompt, accurate and complete responses to any questionnaires that we may issue in connection with the Modern Slavery Act and any follow up questions).
- 4.1.4 You shall promptly and in any event within a maximum of 14 business days on becoming aware, notify us in writing of any actual, suspected or threatened breach of clauses 4.1.1 and/or 4.1.2 and shall at your own cost immediately provide such co-operation, assistance, information and access to premises as we may reasonably request in connection with such breach.
- 4.1.5 You shall on demand indemnify and keep indemnified, us, our group companies, employees, officers, agents, subcontractors and suppliers from and against howsoever arising any and all losses, liabilities pending or threatened suits, proceedings, actions, damages, claims or demands and any costs, charges or expenses (including reasonable legal fees) suffered or incurred by us, our group companies, employees, officers, agents, subcontractors and suppliers arising out of or in connection with breach of clauses 4.1.1, 4.1.2, 4.1.3 and/or 4.1.4.
- 4.1.6 We may terminate an Order (in whole or in part) with immediate effect on written notice for your breach of clauses 4.1.1, 4.1.2, 4.1.3 and/or 4.1.4.

4.2 Forced Labour

You shall ensure that you do not, and that your contractors, agents or factories do not:

- a) employ forced, bonded or involuntary prison labour;
- b) make employees lodge "deposits" or their identity papers with you or their employer. Where employees are required by law to lodge deposits or identity papers, these must be returned to the employee promptly following the termination of their employment contract. The holding of such papers should not be used to restrict free movement of employees. However, employers may make copies of the employees documents for purposes of keeping records.

4.3 Wages and benefits

You shall ensure that, and that your contractors, agents or factories also ensure that:

- a) the terms and conditions of employment shall be made clear to the employee, either in writing or verbally in a way in which the employee understands them;

- b) wages will be paid according to the national law or industry benchmark, whichever is the same or greater than the minimum wage in that jurisdiction;
- c) wages will be paid at regular intervals according to the national law or industry benchmark whichever affords greater benefit; and
- d) deductions from wages not provided for by national law shall not be permitted without the expressed permission of the employee concerned.

4.4 Working hours

You shall ensure that, and that your contractors, agents or factories also ensure that:

- a) employees shall not work in excess of the lesser of (a) the limits on regular and overtime hours allowed by local and national law, or (b) 60 hours a week on a regularly scheduled basis, including overtime. Only under extraordinary business circumstances, and where permitted by national and local law, may 72 hours a week be permitted as an absolute maximum;
- b) employees shall be guaranteed one day off every consecutive seven-day period; and
- c) overtime shall be voluntary only and employees shall be paid in accordance with national law.

4.5 Child labour

You shall ensure that, and that your contractors, agents or factories also ensure that:

- a) no children younger than the greater of 15 years of age, or 14 where the local law allows such exception consistent with International Labour Organization (ILO) guidelines, or the minimum age established by national and local law, is employed. In the event that child labour is found, you should not terminate their employment but look for ways of remediation;
- b) there shall be no new recruitment of child labour; and
- c) children and young persons under 18 shall not be employed at night or in hazardous conditions.

4.6 Equal treatment

You shall ensure that, and that your contractors, agents or factories also ensure that there shall be 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 of any employee.

4.7 Freedom of association

You shall ensure that, and that your contractors, agents or factories also ensure that:

- a) employees, without distinction, have the right to join or not to join trade unions, workers associations and bargain collectively;
- b) the employer adopts an open attitude towards the activities of trade unions and their organizational activities;
- c) where this right is restricted by law, the employer should facilitate the development of parallel means for independent and free association and bargaining such as a workers' council; and
- d) a whistle blower policy exists.

4.8 Discipline

You shall ensure that, and that your contractors, agents or factories also ensure that:

- a) deductions from wages as a disciplinary measure shall not be permitted;
- b) all disciplinary measures shall be recorded; and
- c) physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

5 Fairtrade

If you state that you supply us with Fairtrade goods then these must be in compliance with the relevant Fairtrade Mark standards. You will supply us with evidence of your certification as required.

6. Health and safety

You will ensure that, and that your contractors, agents or factories also ensure that:

- a) relevant local health and safety legislation and industry standards are complied with to ensure a safe working environment;
- b) a safe and hygienic working environment is provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards;
- c) adequate steps are 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;

- d) workers receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers;
- e) workers have access to clean sanitary facilities, visibly placed potable water and that no limits shall be imposed on the number of times workers can take drinks of water or use sanitary facilities;
- f) if accommodation is provided, this should be safe and clean;
- g) a sanitary food storage area shall be provided; and
- h) responsibility for health and safety is assigned to a senior management representative.

7 Environment

You will ensure that, when supplying Goods or Services, you comply with relevant legislation and industry standards to ensure environmental protection. Specifically:

7.1 Environmental Management System ('EMS')

You will operate an EMS to measure and manage the environmental impacts associated with your activities and meet legal obligations. This should ideally meet a third party certified standard such as ISO 14001 or the Eco Management and Audit Scheme (EMAS).

7.2 Environmental Impacts

You will aim to prevent, minimise and manage the environmental impacts associated with your activities, including but not limited to:

- a) energy use and greenhouse gas emissions causing climate change;
- b) water consumption;
- c) effluent generation and water pollution;
- d) chemical and hazardous substance use;
- e) air pollution;
- f) resource use and waste generation; and
- g) biodiversity loss.

Beyond legal compliance, we encourage participation in good practice environmental management initiatives and compliance with industry standards. Some examples include:

- a) [bluesign® system](#) and standard - chemicals management
- b) [Zero Discharge of Hazardous Chemicals](#) (ZDHC)
- c) [Apparel and Footwear](#) (AFIRM) Restricted Substances List (RSL) Working Group

- d) [Cradle to Cradle Certified™](#)
- e) [EU Ecolabel for Textiles](#)
- f) [NATURTEXTIL iVN certified BEST](#)
- g) [Nordic Swan](#)
- h) [OEKO-TEX® Standard 100](#)
- i) [OEKO-TEX® Step](#)

You will measure and report on your environmental performance. Our preference is for the use of recognised industry reporting standards and schemes. Examples are:

- a) ISO14001 EMS or Eco Management and Audit Scheme (EMAS);
- b) ISO14004-44 Life Cycle Assessment (for measurement);
- c) Global Reporting Initiative;
- d) CDP Reporting Framework;
- e) Greenhouse Gas (GHG) Protocol;
- f) Sustainable Apparel Coalition Higg Index; or
- g) such other standard you can reasonably demonstrate is a suitable environmental performance reporting tool.

7.3 Product & Material Specific

7.3.1 Chemicals:

[REACH](#) Regulation (EC) No. 1907/2006 & REACH Directive 2006/121/EC
[Classification, Labelling and Packaging Regulation](#). (CLP) Regulation
(European Regulation (EC) No 1272/2008)
RoHS ([Restriction of Hazardous Substances](#)) Directive (EU) 2015/863

You are legally obliged to ensure you comply with the above legislation as relevant to the products you supply us. These relate to the use of chemicals in consumer products, packaging materials, and production processes. This is intended to protect the environment, as well as our employees and customers from exposure to potentially harmful substances.

You shall ensure your Goods are certified to ensure compliance and it is your responsibility to check and comply with your current legal obligations.

You will make bill of substances, declarations, test reports and certifications as relevant available to us upon request.

You must complete and submit to House of Fraser the Declaration of Conformity in Annex 2.

Summary information on these obligations is below.

REACH

[REACH](#) - Registration, Evaluation, Authorisation and Restriction of Chemicals - is an EU Regulation for the management of chemicals. It applies to chemicals that are manufactured within the EU and/or imported into the EU from other territories. REACH requires all manufacturers; importers and

downstream users to register the chemicals they use so that it can be determined if these uses are safe or whether the use of certain chemicals needs to be restricted because of their adverse effect human health or the environment.

REACH stands for:

- **R**egistration of chemicals that are restricted by the European Chemicals Agency (ECHA)
- **E**valuation
- **A**uthorisation for the use of certain hazardous chemicals and by setting maximum levels for **Substances of Very High Concern (SVHC)**, and
- restriction of **C**hemicals by limiting or banning substances posing high risks too human health or the environment. Examples are Azo Dyes (Textiles) Nickel release (Jewelry), Phthalates (Plastics) , Chromium VI (Leather), PAH (Rubber)

REACH Annex XVII specifies the compliance obligations to include the following. This is not exhaustive and updates to REACH regularly occur.

- Azo dyes (*may be found in textiles*)
- Pentachlorophenol (PCP) (*may be found in wood, leather*)
- Nickel (*may be found in jewellery*)
- Chromium (VI) (*may be found in leather*)
- Cadmium (*may be found in glass*)
- Phthalates (*may be found in plastics*)
- Polycyclic Aromatic Hydrocarbons (*may be found in rubber*).

What does REACH mean for House of Fraser?

REACH will have an impact throughout the supply chain on products and preparations. The Regulations sets out a number of obligations for producers and importers of "articles". The provision is set out as a safety clause to ensure that there will not be any unknown substances coming on the market via an article produced outside the EU.

REACH imposes conditions on chemicals imported into the EU whereby a high concern for human health or the environment has been identified. These SVHC's are listed in a "Candidate list", the number of which is being extended on an on-going basis. The chemicals listed within the "Candidate list" are closely monitored by ECHA, with a view to being eventually phased out or banned.

Retailers are responsible when they are selling products under their own label. Accordingly, House of Fraser is required to ensure that the manufacturer of the product has registered the use of the substance contained in the same. Find out if the chemical is already been registered for that end use and if not the EU Chemical Agency should be contacted for further advice (<http://ec.europa.eu/echa/>). ECHA website REACH <https://echa.europa.eu/regulations/reach>.

If a product contains an SVHC above the threshold limit, then both ECHA and House of Fraser must be notified.

House of Fraser can be notified in the form of Safety Data Sheets (SDS) and / or a Bill of Material (BOM).

ROHS

RoHS ([Restriction of Hazardous Substances](#)) EU Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment (EEE) (recast) aims to limit the environmental impact of EEE when it reaches the end of its life. It does this by minimising the use of hazardous substances and ensuring the harmonisation of legislation controlling hazardous substances in EEE across the Community.

A producer may not place new EEE on to the EU market that contains any of the following substances in amounts exceeding the set maximum concentration values:

- Lead;
- Cadmium;
- Mercury;
- Hexavalent Chromium;
- Polybrominated Biphenyls ('PBB') and
- Polybrominated Diphenyl Ether ('PBDE').

Maximum Concentration Values:

For the purpose of the RoHS Regulations, a maximum concentration value of up to 0.1% by weight homogenous materials for lead, mercury, Hexavalent chromium, PBB and PBDE, and of up to 0.01% by weight in homogenous materials for cadmium will be permitted in the manufacture of new EEE.

There is no prescribed method to demonstrate compliance, but producers can base compliance on material declarations and/or material analysis.

EEE covered by the RoHS Regulations:

- Large Household Appliances;
- Small Household Appliances;
- IT and Telecommunications Equipment;
- Consumer Equipment;
- Lighting Equipment (Including electric light bulbs and household luminaires);
- Electrical and Electronic Tools (With the exception of large scale stationary industrial tools);
- Toys, Leisure and Sports Equipment; and
- Automatic Dispensers.

Exemptions include: products where electricity is not the main power source, products where electrical/electronic components are not needed to fulfil the primary function, items placed on the market before 1st July 2006, Batteries, Medical devices, & Military equipment.

Compliance:

A producer shall at the request of the enforcement authority submit within 28 days of the date of request, technical documents, or other information showing that EEE placed on the market complies with the requirements of

the regulations. A producer shall ensure that he retains the technical documents or other information for a period of 4 years from the date that he places EEE on the market.

CLP

If you supply any hazardous chemicals within the EU you must comply with the [Classification, Labelling and Packaging Regulation](#). It complements the REACH Regulation and ensures that the hazards of chemicals are clearly communicated to workers and consumers through pictograms and standard statements on labels and safety data sheets.

7.3.2 Timber and Paper

You shall ensure that you, and that your contractors, agents or factories supply timber that complies with the EU Timber Regulations (EUTR) Regulation (EU) No 995/2010, [CITES](#) (Convention on International Trade in Endangered Species of Wild Fauna and Flora) and EU Wildlife Trade Regulations, where relevant.

Under the EUTR, placing illegally harvested timber and products derived from such timber on the EU market is prohibited. The Regulation applies to wood and wood products being placed for the first time on the EU market. Full end to end chain of custody and compliance must be demonstrated. Failure to do so will result in product cancellation and associated costs. Further information is at [The European Union timber regulation: compliance and guidance - GOV.UK](#)

You shall ensure that you, and that your contractors, agents or factories source timber and paper from sustainably managed forests such as certified by the Programme for the Endorsement of Forest Certification (PEFC) or Forest Stewardship Council (FSC). Goods complying with these codes must be labelled accordingly.

7.3.3 Packaging and Signage

If you supply us with carrier bags (including luxury bags), then these must:

In respect of basic, luxury paper bags and cardboard boxes:

- a) use paper/board from sustainably managed forests such as certified by the Programme for the Endorsement of Forest Certification (PEFC) or Forest Stewardship Council (FSC); or
- b) be made of recycled paper/board;
- c) use water based inks; and
- d) shall be 100% recyclable, themselves.

Where laminates are used these should be biodegradable to ensure packaging can be recycled when no longer needed.

Goods complying with these codes must be labelled accordingly.

In respect of plastic carrier bags:

- a) be composed of a minimum 30% recycled plastic or alternative material with lower environmental impacts.

We charge our customers at least 5p for each bag sold in line with our legal obligations in the various jurisdictions within which we trade.

If you are a concession, then your bags should meet or exceed the above requirements.

All our packaging should use the On Pack Recycling Label ([OPRL](#)) artwork which we are licensed to use. This includes the “Recycle Now” logo. OPRL artwork is designed to inform the consumer on how to recycle or manage their unwanted packaging in a sustainable way.

If you supply us with signage, it shall be on 100% recycled material and using a biodegradable laminated finish.

If you are a concession, you will use signage that meets this minimum requirement and shall re-use signage wherever possible to reduce cost and waste. We encourage our stores to do the same.

7.3.4 Fibres and Fabrics

You shall ensure that you, and that your contractors, agents or factories manage the sustainability impacts of fibre and fabric production. As a minimum this must be in compliance with relevant environmental legislation.

Since October 2017, House of Fraser has embarked on a five year programme of shifting house branded fashion and homeware products to use sustainable materials. We work with our suppliers to support us on this. By 2022 our aim is to ensure not only that our house brand products are responsible in terms of ethical suppliers, but also the materials used. This will focus on shifting to use these credible sustainable materials with third party certifications. Examples of sustainable fibres and fabrics include:

- a) Sustainable cotton including:
 - o Organic standards such as [Global Organic Textile Standard](#) prohibiting the use of artificial fertilisers, pesticides and GM seeds; and
 - o [Better Cotton Initiative](#) or [Cotton Made in Africa](#) – both schemes promote better environmental and social practices through the supply chain and provides a degree of traceability; or
 - o [Fairtrade](#) - restricts the use of certain chemicals and GM seeds and set out minimum labour and environmental standards.
- b) Recycled fibres enabling a circular approach such as recycled polyester, wool, cotton, viscose and nylon in line with standards such as the Global Recycling Standard.

- c) Low impact cellulosic man-made fibres in fabrics such as lyocell (including Tencel™) and modal.
- d) Timber based cellulosic fibres including viscose, rayon, lyocell and modal which do not come from endangered or ancient forests. These must demonstrate they are from sustainable timber sources such as Forest Stewardship Council ([FSC](#)) or Programme for Environmental Forest Certification ([PEFC](#)) certified or similar.

To support and scale our sustainable fibre and fabric activities, House of Fraser is a signatory member of the following initiatives:

- [HRH Prince of Wales's Sustainable Cotton Communiqué](#) - Joined in October 2017, this commits us to shifting all our house brand cotton sourcing to sustainable options by 2025.
- [Better Cotton Initiative](#) – Joined in December 2017 to support responsibly grown cotton and the environmental and social benefits.
- [Global Fashion Agenda 2020 Circular Fashion System Commitment](#) – Joined in March 2018 we have committed to training our house brand designers in circular design techniques and grow our use of recycled fibres by at least 10 percent by 2020.

7.3.5 Leather

You shall ensure that you, and that your contractors, agents or factories manage the sustainability impacts of leather sourcing and production. As a minimum this must be in compliance with relevant environmental legislation.

The environmental impacts of leather production are significant and must be suitably managed from cattle ranching to leather production. These include Greenhouse Gas emissions from cattle ranching and chemical pollution, water and energy used in processing and tanning leather.

Country of Origin of cattle used for leather should be identified to ensure cattle ranching is not causing deforestation and biodiversity loss such as in the Amazon biome. In the Amazon region, cattle ranching is linked with over 80% of deforestation.

Our preference is the use of credible third party certified schemes on sustainable leather. Examples are Rainforest Alliance certified ranches, for production, tannery certifications such as The [Leather Working Group](#) (LWG), Certificazione della Qualità per l'Industria Conciaria ([ICEC](#)) or Leather Standard by OEKO-TEX®.

7.3.6 Precious Stones, Metals and Minerals

Precious stones and metals can be used in jewellery, accessories, homewares and electronics. Their production has ethical and environmental impacts.

Environmental damage and pollution can be caused by mining and extraction of stones, metals and minerals. Open pit mining, mercury used in artisanal mining and certain sourcing methods for tin cause pollution and health hazards.

You shall ensure that you, and that your contractors, agents or factories manage the sustainability impacts of mining for stones, metals and minerals. As a minimum this must be in compliance with relevant environmental and labour legislation. You shall ensure that you do not, and that your contractors, agents or factories use open pit mining. Good standards of environmental management should be used in the production of stones, metals or minerals.

Our preference is the use of credible third party certified schemes. Some examples are:

- a) [Coloured gemstones](#) – UN mechanism for traceability of ethically sourced coloured gemstones;
- b) [Responsible Jewellery Council](#);
- c) Fairtrade gold and silver standards developed with the [Alliance for Responsible Mining](#) - independent ethical certification system for gold that sets minimum standards for artisanal and small-scale miners on safety, worker rights and the environment; or
- d) [Kimberley Process](#): certification scheme that regulates the trade in rough diamonds and prevents the sale of conflict diamonds.

7.3.7 Food

You shall ensure that, and that your contractors, agents or factories, source food locally and that sustainable products/production systems are used as much as possible. These include Organic, Fairtrade, Red Tractor, Freedom Foods, Free Range, Rainforest Alliance and Marine Stewardship Council (fish).

7.3.8 Waste Electrical and Electronic Equipment (WEEE)

If you provide us with electrical Goods, you shall ensure that, and that your contractors, agents or factories (as applicable) comply with the WEEE Directive.

The WEEE Directive sets out measures for collecting WEEE for recovery, recycling and re-use. Under this legislation, it is also the responsibility of the retailer to meet a "Consumer Information Obligation". This obliges retailers to inform customers as to the availability of WEEE collection facilities throughout the UK, and assist in developing their knowledge of recycling issues surrounding WEEE. So that our customers can get their waste electrical goods recycled, we contribute towards a national fund to assist local councils to further develop their existing waste electronics collection facilities. In order to assist customers in remembering that electronic goods can be recycled



should not be placed in the general waste, all products of this type are to be marked by the Supplier with a crossed out wheeled bin symbol.

7.3.9 Energy Efficient Equipment

You shall ensure that you, and your contractors, agents or factories use energy efficient equipment in line with the [EU Energy label \(to a minimum of level B and ideally A to A++\) or Energy Star, Energy Saving Recommended or EU Eco label](#).

7.3.10 Microbeads

Environmental policy makers in several countries including the UK are considering legislation to ban the use of microbeads in cosmetics and personal care products. This is because of their impact on the marine environment. The UK government has given an indication that they could have this in effect for products going onto the UK market from late 2017. Microbeads are currently being defined as "Solid micro plastics less than 5 mm in all directions which are designed to go down the drain or go down the drain in practice". We know many cosmetics and personal care brands have already, or are in the process of banning microbeads from their products.

You are encouraged to progress preparations for this ban and suitable alternatives to microbeads. Our Code will be updated to reflect a requirement to ban microbeads in cosmetics and personal care products in line with the emerging legislation.

8 Animal Welfare

You are required to take responsibility for the standard of animal welfare within your supply chain.. We do not tolerate the mistreatment of animals in the procurement of any animal product and in any of your business activities.

8.1 Animal fur and angora rabbit wool

We have a strict no-fur and no angora rabbit wool policy. We will not accept any non-food animal products unless they are a by-product of the meat industry such as shearling animal hides.

Definitions:

"Fur" means any animal skin or part thereof with hair or fur fibres attached, either in its raw or processed state or the pelt of any animal killed solely for its fur.

"Animal" includes, but is not limited to, mink, coyote, sable, fox, muskrat, rabbit, and raccoon dog.

Faux fur means non real animal fur.

Permitted

Faux fur

Sheep (leather + hair-on hides) that are a by-product of the meat industry

Cow (leather + hair-on hides) that are a by-product of the meat industry

Not Permitted

Fur

Hides that are not a by-product of the meat industry

Other animal hides e.g. mink, coyote, sable, fox, muskrat, rabbit, and raccoon dog

In line with EU Regulation No 1007/2011 on textile fibre names and related labelling and marking of the fibre composition of textile products and UK Textile Products (Labelling and Fibre Composition) Regulations 2012 on the labelling and testing of fibre content, any textiles put onto the EU market trimmed with or containing any fur or leather must be labelled with the phrase "contains non-textile parts of animal origin". Garments without this must not contain any real fur. This is designed to allow the consumer to distinguish between real and faux fur contained in a product. More guidance can be found at <https://www.businesscompanion.info/en/quick-guides/goods/labelling-of-textiles>.

For House Brands, the fibre content of the faux fur used must be supported by a test report, carried out at an independent 3rd party laboratory, accredited to House of Fraser. Testing must be conducted at a minimum of every 12 months, and/or when the supplier changes. Subsequently, this report must then be uploaded onto the Interlink platform for approval. This certified test report is necessary in order to verify faux fur fibres do not contain any real fur and only fibres meeting this strict requirement will be accepted. For all products containing faux fur including trims, all fibre(s) must be specified on all product labels, with no exceptions. For further information on our Quality Assurance requirements please refer to the supplier manual at <http://www.hofsuppliers.co.uk/info/SupplierManual.html>.

House Brands, Brands and Concessions are expected to have due diligence systems in line with good practise to ensure real fur doesn't enter the supply chain. Our preference is for compliance with the [Fur & Faux Fur Labelling British Retail Consortium \(BRC\) Guideline \(2018\)](#) written in conjunction with the Humane Society International. There are also further toolkits for identifying real fur from faux fur at <http://www.hsi.org/assets/pdfs/guide-to-identifying-real-versus-fake-fur.pdf> and <http://www.humanesociety.org/assets/pdfs/fur/field-guide-on-real-vs-fake-fur-final.pdf>.

In addition, we conduct checks for compliance, for example for restricted substances, like chemicals or real fur, or correct labelling. House of Fraser reserves the right to conduct random tests on products supplied by wholesale brands and concession partners.

8.2 Animal Testing

We do not test and ask you to not test our House Brand Goods on animals.

8.3 Endangered Species and Exotic Skins

We do not and ask you to also not knowingly source or sell Goods or Goods containing ingredients from endangered species. You must ensure, and that your contractors, agents or factories use only farmed sources and/or provide a CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) certificate before we will trade with you.

CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) is an international agreement between governments. Its aim is to ensure that international trade in specimens of wild animals and plants does not threaten their survival. Ingredients or inputs from species listed in a “threatened category” on the International Union for Nature Conservation (IUCN) Red List or on the CITES database are banned from our Goods.

Our preference is the use of schemes looking to improve animal welfare standards. For example:

- a) [The International Working Group on Reptile Skins \(IWG-RS\)](#)
- b) [Responsible Luxury Initiative](#)

8.4 Feather and Down

You, your contractors, agents or factories must only source:

- Feather and down from geese and ducks that are a by-product of the food industry.
- Have not been force fed.
- Have not been live plucked or live harvested during the moulting period.

Traceability systems including audits back to the farm are required using recognised industry schemes and standards to verify this. From 2018, it is mandatory for all house and bought brand suppliers to be compliant with the [Responsible Down Standard](#), [DownPass 2017 Standard](#) or equivalent. This should also be clearly labelled on packaging and consumer facing information for example using the [RDS Logo Use and Claim Guide](#) or [DownPass Label Guide](#).

8.5 Wool and Cashmere

You shall ensure that you, and that your contractors, agents or factories manage the animal welfare and environmental impacts of wool sourcing and production. As a minimum this must be in compliance with relevant sustainability legislation.

Shearing must be obtained in line with good animal welfare practice. Our preference is for compliance with third party certified schemes including [Woolmark](#), [Zque](#) (for merino wool) or [Responsible Wool Standard](#) (RWS) for animal welfare and land management practices in sheep farming.

ANNEX 1: SEDEX – SUPPLIER ETHICAL DATA EXCHANGE



WHAT IS SEDEX

SEDEX is a not for profit membership organisation dedicated to driving sustainability improvements in business supply chains. It is the largest collaborative platform in the world for buyers, suppliers and auditors to store, share and report on ethical supply chain data.

SEDEX has two main aims:

- To ease the burden on suppliers facing multiple audits and questionnaires.
- To drive improvements in the sustainability performance of supply chains.

SEDEX core product is a secure online database which allows members to store, share and report on information and to access audits on issues including:

- Labour
- Health & Safety
- Environment
- Business Ethics

Our House of Fraser SEDEX Numbers are:

- Home – ZC1093144
- Menswear – ZC1092918
- Womenswear – ZC1093149

SEDEX is not expensive to join and has many benefits for factories and retailers alike.

All of our house brand suppliers and factories must be a member of SEDEX.

For more information and international SEDEX offices see

<https://www.sedexglobal.com/>

ANNEX 2: REACH DECLARATION OF CONFORMITY

On behalf of the Supplier, I confirm that we understand and take full responsibility for complying with REACH including Annex XVII, plus the associated requirements as outlined in the House of Fraser Responsible Sourcing Code of Conduct for all products supplied to House of Fraser.

	Y/N
1. The supplier confirms that all products supplied to House of Fraser shall and do comply with Annex VXII	
2. Whereby an "article" contains an SVHC above the threshold limit, the supplier agrees in all circumstances to notify House of Fraser and in addition when required by the regulation, ECHA.	
3. All products supplied to House of Fraser that contain substances (including intended release, such as ink in pens), have or will be registered with ECHA, where present above the threshold limits – before goods are shipped. In addition, Safety Data Sheets (SDS) will be provided to House of Fraser.	
4. The Supplier retains full technical files and chemical formulation specifications on each product supplied, including as relevant for compliance, copies of REACH registration documents and Safety Data Sheets (SDS) and that copies of Safety Data Sheets (SDS) will be provided on request.	

Supplier Name: _____
Signature: _____
Full Name: _____
Position: _____
Date: _____

