



Schoolblazer Ethical Trading Policy

General Policy

At Schoolblazer we believe that free and fair trade is an important way to spread wealth around the world.

We take our responsibility to improving the welfare of everybody who contributes towards the creation of our garments extremely seriously. All factories producing product for us, wherever they are based, must comply with our *Code of Conduct for Suppliers*.

Schoolblazer's *Code of Conduct for Suppliers* follows the guidelines set by the ILO (International Labour Organization) and the ETI (Ethical Trading Initiative), but works to a higher standard on child labour (we have absolutely zero tolerance; the ETI standards "work towards elimination").

Specific Application with Regards to Branding:

Over 80% of the product sold by Schoolblazer is under our Schoolblazer or Squadkit brands. We prefer to source in this way because having direct control allows us to manage both quality and ethical compliance. This product is produced by a small number of factories or suppliers with whom we have built strong relationships over a number of years. These factories are required to provide evidence of compliance to a formal audit of our Code of Conduct, and shall be available for inspection at any time by a member of the Schoolblazer team or their appointed representative. Our major factories and suppliers are visited at least annually by a senior member of the Schoolblazer team and compliance with our Code of Conduct forms an important part of such a visit.

Suppliers of Products not carrying the Schoolblazer or Squadkit brand, are required to confirm in writing that they, and their suppliers, adhere to our Code of Conduct.

Should Schoolblazer at any time have any grounds for belief that these standards are not being adhered to, or should a supplier of non-Schoolblazer or non-Squadkit branded merchandise fail to confirm that their factories all conform to our Code of Conduct, then we will inform the school concerned, and re-source the relevant product immediately.



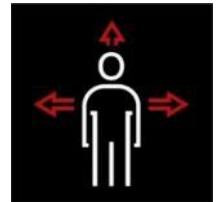
Schoolblazer

Code of Conduct for Suppliers

Suppliers adopting this Code of Conduct shall commit to compliance with the labour standards specified, both in their own companies and those of their suppliers.

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 the 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 legitimate 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:

- 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.
- 3.2. 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.
- 3.3. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 3.4. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.



3.5. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

3.6. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

4. Child Labour shall not be used:

4.1. There shall be no recruitment of child labour (under 16).

4.2. If young people aged 16 and 17 are employed then they shall not be employed at night or in hazardous conditions.



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 benchmarks, whichever is higher. In any event wages should always be high enough to meet basic needs and to provide some discretionary income.

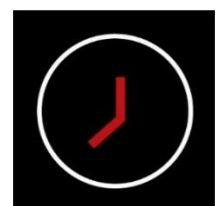


5.2. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid.

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 express and informed 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. Sub-clauses 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.

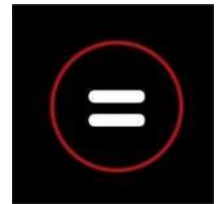


6.4. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by clause 6.5 below.

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.



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 a 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.

