

Forced Labour and Ethical Policy



DEFINITIONS

“The Company” means Top Team Resources & Recruitment Ltd.

“Staff/Employees” means all individuals employed/contracted by The Company.

“Flexi-Workers” means all workers employed by Top Team Resources & Recruitment Ltd as detailed in their Contract of Employment.

“Labour User (LU)” means the labour user client where Staff/Flexi-Workers are engaged.

POLICY STATEMENT

The Company recognizes the responsibility it shares with its suppliers to tackle forced labour.

SCOPE

All Staff/Flexi-Workers at all levels within the Company.

RESPONSIBILITIES

It is the responsibility of the Quality and Compliance Manager to develop, implement and review this policy.

It is the responsibility of all employees throughout the business to ensure this policy is adhered to within all its recruitment practices.

It is the responsibility of the Quality and Compliance Manager to monitor and assess the full achievement of this policy.

POLICY COMMITMENTS

A. Coercion

1. Freedom of Employment: All workers shall have the right to enter into employment/engagement contract voluntarily and freely, without the threat of a penalty.

2. Termination of Employment: Workers shall have the freedom to terminate employment/engagement contract of indefinite or long durations by means of notice of reasonable length (in accordance with national law or collective agreement) at any time without penalty. Workers on contracts of fixed duration shall not be required to serve beyond the expiry of their contract. Employers shall not use means to restrict a worker’s ability to terminate employment/engagement contract, for example by requiring deposits, withholding employee documentation, threats or use of violence, imposing financial penalties or requiring payment of recruitment fees.

3. Threat of Violence, Harassment & Intimidation: Employers shall not exact work or service from any person under the menace of penalty. This includes the use or threat of physical or sexual violence or harassment.

B. Coercion in Wage Payment, including Debt Bondage and Bonded Labour

6. Payments “in-kind” in the form of goods or services shall not be used to create a state of dependency of the worker on the employer. “In-kind” payments should only be partial to ensure that the worker is not totally deprived of cash remuneration and are permitted only if authorized by national law, regulation or collective agreement.

7. Workers that earn wages calculated on a performance-related or piece-rate basis shall not earn less than the legally mandated minimum wage.

8. Workers shall not be held in debt bondage or forced to work for an employer in order to pay off an actually incurred or inherited debt.

9. Deception in wage payment, wage advances, and loans to employees shall not be used as a means to bind workers to employment. Advances and loans, and deductions from wages made for their repayment, shall not exceed the limits prescribed by national law. Workers shall be duly informed of the terms and conditions surrounding the granting and repayment of advances and loans.

10. No deductions from wages shall be made with the aim of indebting a worker and binding him or her to employment/engagement contract, and measures should be taken to limit wage deductions to prevent such conditions. Workers shall be informed of the conditions and extent of wage deductions, and only deductions authorized by national law, collective agreement or arbitration award shall be made.

C. Disciplinary Measures

11. Disciplinary measures should not include sanctions that result in an obligation to work.

12. Compulsory labour shall not be used to discipline workers or as punishment for participation in a strike.

D. Compulsory Overtime

13. Workers shall not be forced to work overtime above the limits permitted in national law and collective agreements under

the menace of a penalty, for example the threat of dismissal.

14. Work or service outside normal daily working hours shall not be imposed by exploiting a worker's vulnerability under the menace of a penalty. For example, employers shall not set performance targets that result in an obligation to work beyond normal working hours because of the worker's need to be able to earn the minimum wage.

15. Freedom of Movement: Coercion shall not be used to physically confine or imprison workers to the workplace or related premises, for example employer-operated residences. Mandatory residence in employer-operated residences shall not be made a condition of employment/engagement contract.

16. Conditions relating to Skills Development & Vocational Training: Training opportunities provided to employees shall be undertaken voluntarily. Employers that provide such opportunities shall not unreasonably impose work or service as a means of recovering the costs associated with them.

HUMAN TRAFFICKING & FORCED LABOUR

Migration for Employment:

17. Migrant workers, irrespective of their legal status, shall be treated fairly, and measures shall be taken to prevent abusive conditions and fraudulent practices that may lead to coercion and trafficking for labour exploitation.

18. Migrant workers shall benefit from conditions of work no less favorable than those available to local workers and shall have the right to enter into and terminate employment/engagement contract (with reasonable notice in accordance with national law or collective agreement) voluntarily and freely, without the threat of a penalty.

19. Employers shall not threaten irregular migrant workers or their family members with denunciation to the authorities or otherwise coerce such workers into taking up or maintaining employment.

20. Recruitment of Migrant Workers: No fee or cost for recruitment shall be charged directly or indirectly, in whole or in part, to the worker.

Document Retention:

21. Practices such as confiscating or withholding worker identity documents or other valuable items (e.g. work permits and travel documentation) are prohibited.

22. However, if requested by workers, employers may provide secure storage for such documents. Workers must then be free to access them at any time upon request.

23. Employers shall not retain personal documents for the purpose of binding workers to employment/engagement contract.

Second Tier Suppliers:

24. Ensure that such agencies do not engage in fraudulent practices that place workers at risk of forced labour and trafficking for labour exploitation. Prevent the abuse of workers contracted by such agencies, for example by ensuring that such workers receive adequate protection in relation to wage-related matters, working hours, overtime and other working conditions.

26. To the greatest extent possible, ensure that fees or costs related to recruitment are not borne by workers but by the contracting company.

27. Use only those recruitment agencies that are licensed or certified by the Quality and Compliance Department.

Employment/Engagement Contracts

28. Employers shall provide written employment/engagement contracts that clearly indicate their rights and responsibilities with regard to payment of wages, working hours, valid grounds for termination, and other issues related to preventing forced labour.

Worst Forms of Child Labour

29. We shall take immediate and effective measures to prevent and eliminate the engagement of children in the worst forms of child labour, including debt bondage, serfdom, forced or compulsory labour, and all forms of slavery and practices similar to slavery, such as the sale and trafficking of children.

30. Should we engage any second-tier employment agencies, we shall ensure that such agencies do not engage children in the worst forms of child labour as indicated above.

31. No employment/engagement of any person below the age of eighteen years at any workplace throughout the company unless authorized through the HR Department, along with the relevant risk assessments which must be conducted prior to allowing work.

We prohibit the use of child labour and forced or compulsory labour at all its locations. No employee is made to work against his/her will or work as bonded/forced labour, or subject to corporal punishment or coercion of any type related to work.

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There is a zero-tolerance policy towards this breach. Employment/engagement contracts and other records, documenting all relevant details of the employees including age, are maintained at all units and are open to verification by any authorized personnel or relevant statutory body.