

# ASOS Migrant Workers Policy

## 1. INTRODUCTION

- 1.1. The ASOS Migrant Workers Policy ("**Policy**") is mandatory for all suppliers of ASOS branded goods for resale (including ASOS products, packaging and ancillary products such as garment bags) to ensure compliance with the International Labour Organisation's Conventions 97, 143 and 181 relating to Migrant Labour, and Recruitment Agencies.
- 1.2. ASOS' suppliers are required to implement and monitor compliance with this Policy and shall ensure that their employees, agents and sub-contractors (collectively "**Supplier(s)**") comply with it in full to safeguard the rights and welfare of Migrant Workers (please also see ASOS Unapproved Sub-Contracting Policy).
- 1.3. Suppliers shall immediately report any cases of Forced or Compulsory Labour within their supply chains to ASOS Ethical Team at [ASOEthicalTrade@asos.com](mailto:ASOEthicalTrade@asos.com).
- 1.4. ASOS will monitor compliance with this Policy and where non-compliance is identified or a Supplier is unable to demonstrate its compliance, ASOS shall be free to take such action as it deems fit, including the implementation of remediation plans, cancellation of orders, withholding payment, termination, suspension, or such other legal rights open to it.

## 2. DEFINITIONS

- **Bonded Labour** – shall mean debt bondage when workers (sometimes with their families) are forced to work for an employer in order to pay off a recruitment fee or their own debts or those they have inherited;
- **Destination Country / Territory** – shall mean the country/territory where the Migrant Worker will work;
- **Direct Employment / Directly Employed** – shall mean an arrangement where a Worker is employed directly by the Employer;
- **Discrimination** – any form of unequal treatment that is not permitted by local law and/ or this Policy and shall include unequal treatment based on race, caste, age, role, gender, gender identity, religion, country of origin, sexual orientation, marital status, pregnancy, dependents, disability, social class, union membership or political views. Discrimination also includes discrimination on the grounds of work status e.g. part-time, fixed term or agency Workers;
- **Employer** – shall mean a person or legal entity that provides any form of (permanent, casual, full or part time) work and must provide remuneration in return, and that controls and directs Worker(s);
- **Forced or Compulsory Labour** – shall mean all work or service which is exacted from any person under the menace of any penalty and for which the person has not offered himself voluntarily;
- **Indirect Employment / Indirectly Employed** – shall mean any arrangement where a Worker continues to be employed or managed by a Recruitment Agency or Labour Provider while they are working for a Supplier;
- **Labour Provider** – shall mean any organisation that employs or manages Workers on behalf of a Supplier;
- **Migrant Worker(s)** – shall mean a person who migrates from one territory or country to another in order to seek employment;
- **Recruitment Agency** – shall mean any organisation that arranges any work or

service for Workers in return for a fee;

- **Recruitment Fee** – shall mean any fees or costs levied/ accrued against a Worker by a Recruitment Agency often in the context of securing the Worker employment;
- **Sending Country / Territory** – shall mean the home country, territory or region from which the Worker has migrated;
- **Supplier** – shall have the meaning given to it in 1.2; and
- **Worker** – shall mean a person who provides any form of work or service to a Supplier and shall include Migrant Workers and Contract Workers as the context requires.

### 3. CONTEXT AND RISK

The use of Migrant Labour is becoming increasingly prevalent in global supply chains as Workers seek better opportunities to provide for themselves and their families and to secure their futures. Migrant Workers are often found in supply chains where local labour availability is declining, where there are well-established immigration routes through Recruitment Agencies, or where there are high levels of immigration e.g. due to economic hardship or conflict. Migrant Workers are often recruited through Recruitment Agencies in their home country or territory and/or managed by Labour Providers whilst providing work for a Supplier, which can facilitate abuse.

Migrant Workers are more vulnerable than other Workers, for example they often:

- i. lack of fluency in the local language, which can impair training, in particular relating to essential safety information;
- ii. have a poor understanding of local employment legislation and their legal rights, which can lead to abuse;
- iii. are required to pay fees to Recruitment Agencies, which can facilitate arrangements which amount to Bonded Labour;
- iv. lack full legal employment status, which can facilitate abuse;
- v. do not have access to welfare and health facilities in the Destination Country/Territory;
- vi. accept inferior employment terms;
- vii. are more vulnerable to Discrimination than local Workers;
- viii. might be provided unsuitable, unsafe and/or unhygienic accommodation.

### 4. SUPPLIER OBLIGATIONS

#### 4.1. GENERAL OBLIGATIONS

- 4.1.1. Suppliers must make sure that Migrant Workers are employed responsibly, that they are not indebted to Recruitment Agencies, Labour Providers or to the Supplier, that they receive adequate training and that their welfare and legal rights are protected.
- 4.1.2. The employment standards as outlined in the ASOS Code of Conduct also apply to Migrant Workers<sup>1</sup>.
- 4.1.3. Suppliers must promptly inform ASOS of all Migrant Workers used in the ASOS supply chain.
- 4.1.4. Suppliers must immediately notify ASOS in writing (including by email) if it becomes aware of any breach of this Policy.
- 4.1.5. Suppliers must monitor and regularly inspect all sites where Migrant Workers are engaged or housed and must immediately inform ASOS of any offences under the UK Modern Slavery Act 2015 and/ or this Policy

that such inspections uncover.

- 4.1.6. Suppliers must commit to the protection of Migrant Workers after their employment ceases for whatever reason.
- 4.1.7. Suppliers must comply with all migrant labour recruitment laws in both the Destination Country/Territory and the home country of the Migrant Worker. Where the law addresses the same subject, the provision that grants the Migrant Worker the greater benefit must be applied.
- 4.1.8. No Workers, including Migrant Workers should be Discriminated against, before, during or after employment.
- 4.1.9. Suppliers must treat all Workers equally and must provide Migrant Workers with the same opportunities and employment conditions as other Workers, including the same rates of pay for comparable job roles. Suppliers should be proactive in creating equal opportunities.

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<sup>1</sup>No Migrant Workers must be under 18

#### 4.2. **RIGHT TO WORK**

- 4.2.1. Migrant Workers must have the legal right to work in the Destination Country / Territory. Suppliers must ensure that the migrant workers obtain work permits.
- 4.2.2. Suppliers must be familiar with immigration requirements, including any requirements for work permits.
- 4.2.3. Suppliers must keep a record of the expiry date of Migrant Workers' passports and temporary work permits/visas and ensure that Migrant Workers obtain renewal of permits before their expiry.
- 4.2.4. Suppliers must support and ensure Migrant Workers enrol in any obligatory state social security and taxation systems and help with the set-up of local bank accounts as necessary.

#### 4.3. **RECRUITMENT AGENTS AND THIRD-PARTY LABOUR PROVIDERS**

- 4.3.1. Suppliers must ensure that they only work with Recruitment Agencies and Labour Providers that are established legal entities (as defined in the ASOS Migrant Worker Guidelines) and do not engage in any form of unethical practices. If a certification system exists, Suppliers must only use certified organisations.
- 4.3.2. Suppliers must limit the number of Recruitment Agencies or Labour Providers they use. Wherever possible, Suppliers should recruit Workers directly.
- 4.3.3. Suppliers must have written contracts in place with their Recruitment Agencies/Labour Providers. These must stipulate all fee and/others sums payable and who is responsible for Workers, including payment of their salary, as well as clear statements regarding a zero-tolerance approach to exploitation, Forced, Compulsory Labour or Bonded Labour. Please see the ASOS Migrant Worker Guidelines for example clauses/contracts.
- 4.3.4. Suppliers must not engage any Migrant Workers under 18 via Recruitment Agencies or Labour Providers.
- 4.3.5. Suppliers must communicate the standards in this Policy and in ASOS Code of Conduct to Recruitment Agencies/Labour Providers and

check that professional recruitment and employment practices are being followed.

#### **4.4. RECRUITMENT FEES AND OTHER ASSOCIATED COSTS**

- 4.4.1. Suppliers must cover all costs related to the recruitment of Workers. No Recruitment Fee, or deposit, should be charged to Workers at any point during the recruitment process. These fees may include (but are not limited to):
  - o Recruitment Agent Fees
  - o Interview fees
  - o Skills-testing
  - o Visa processing fees
  - o Medical tests and vaccinations
  - o Insurance costs
  - o Skills and qualification tests
  - o Training and orientation
  - o Equipment costs
  - o Outbound and return travel from/to departure port
- 4.4.2. Suppliers must immediately reimburse Workers if any such fees have been paid; at no point should any money be owed / payments be overdue to Workers.
- 4.4.3. Suppliers must set up systems to pay Recruitment Agencies directly for Migrant and Contract Workers' agency / Recruitment Fees, travel costs and other such costs.

#### **4.5. SUPPLIER'S OBLIGATIONS TO A MIGRANT WORKER PRIOR TO ENGAGING THEM**

- 4.5.1. Where Suppliers do recruit Migrant Workers that are at the time residing in a different country/ territory they must ensure that those Workers are provided with all relevant information relating to their work and their accommodation prior to signing a contract of employment and departing for the Destination Country or Territory.
- 4.5.2. Terms of employment must be clearly communicated to Migrant Workers in their native language, or a language they can understand. Where the Migrant Worker is illiterate, the terms and conditions and other employment policies must be clearly explained in their own language or a language they understand.
- 4.5.3. Suppliers must clearly communicate to Migrant Workers before an employment contract is signed, that they are not required to pay to the Supplier or any third party any Recruitment Fees or other sums in relation to their recruitment.

##### **4.5.4. EMPLOYMENT DOCUMENTATION**

- 4.5.4.1. Migrant Workers must be provided with a written contract of employment, including any policies or handbooks or other employee materials in their native language or a language they understand.
- 4.5.4.2. An employment contract must be signed by all Migrant Workers at least 7 days prior to their departure for the Destination Country or Territory. Contract signing at the border entry or point of arrival, or any

time thereafter is prohibited.

- 4.5.4.3. Suppliers must employ Migrant Workers through direct employment contracts, even if they have been recruited through a Recruitment Agency.
- 4.5.4.4. Contracts must be legally enforceable in the Destination Country or Territory.
- 4.5.4.5. Subject to local law, any material changes to a Migrant Worker's contract after the Worker has signed, can only be made after such changes have been clearly explained and with the Migrant Worker's express, written consent.
- 4.5.4.6. Suppliers must ensure that Migrant Workers retain and have access to their identity documentation at all times during the recruitment process and employment. Workers' Passports, ID papers must not be withheld under any circumstances. Only photocopies of passports and/or identity papers should be kept on file. Any Migrant Worker documentation taken for processing must be returned to Workers in the shortest possible time.
- 4.5.4.7. Employment documentation must be available to Migrant Workers at all times. This includes:
  - o Contract of employment
  - o Payslips
  - o Personnel files
  - o Any additional working or living arrangements

#### **4.6. SUPPLIER'S OBLIGATIONS DURING A MIGRANT WORKER'S EMPLOYMENT**

##### **4.6.1. Personal / employment documentation**

- 4.6.1.1. Suppliers must organise personnel files for all Workers before employment and these files must be available for review at all times regardless of whether the worker is employed by or paid through a recruitment agent/labour provider.
- 4.6.1.2. Suppliers must not take or hold Migrant Worker passports and/or identity papers; they may keep photocopies of such documents for their records. Migrant Workers must always be free to retain their passport or identification papers and work permits.
- 4.6.1.3. Suppliers must provide lockable storage for Workers to facilitate the Worker's safe retention of their papers. Offering "safe keeping" of documentation, even if requested by Workers, must NOT be used as an alternative to storage.
- 4.6.1.4. Suppliers must ensure employment contracts for Migrant Workers include provisions for:
  - a) Payment of salary;
  - b) Reimbursement of any unauthorised fees as outlined in section 4.4;
  - c) Accommodation details (as applicable); and
  - d) Details transportation to the Destination Country or Territory.
  - e) Health and safety provisions including for Migrant Workers who are injured at work, become ill or pregnant;
  - f) Working hours and overtime pay; and
  - g) Weekly day off and annual leave arrangements.

4.6.1.5. Suppliers must keep clear records of all hours worked and payments

made to Migrant and Contract Workers

#### 4.6.2. **EARNINGS**

- 4.6.2.1. All earnings must be paid directly to the Worker and not through a third party.
- 4.6.2.2. Forced saving schemes, deposits and “runaway insurance” are prohibited.

#### 4.6.3. **FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING**

- 4.6.3.1. Migrant Workers must not be restricted from having access to trade unions. Where this is not possible within the local legal context Supplier must not prohibit Workers from meeting/organising.
- 4.6.3.2. Suppliers must ensure that Migrant Workers are represented on Worker committees, health and safety committees and in all other workplace communications.
- 4.6.3.3. Suppliers should encourage Migrant Workers to join unions, Worker committees and to participate in collective bargaining processes.

#### 4.6.4. **FREEDOM OF MOVEMENT**

- 4.6.4.1. Migrant Workers must have the same freedoms as local Workers including the freedom to leave employment, or seek work elsewhere.
- 4.6.4.2. Suppliers must not withhold any money from Migrant Workers or introduce any other form of restriction that may restrict this freedom.
- 4.6.4.3. All Migrant Workers must have guaranteed freedom to return home at the end of their employment, and this must be clearly stipulated in their contracts.

#### 4.6.5. **ACCOMMODATION**

- 4.6.5.1. Suppliers must check that accommodation used by Migrant Workers is safe and hygienic, and/or should help Migrant Workers to find suitable accommodation and access to local healthcare facilities. For further information on ASOS accommodation standards, please see the ASOS Worker Accommodation Guidelines.

#### 4.7. **OBLIGATIONS POST-EMPLOYMENT**

##### 4.7.1. **Repatriation – Please see the ASOS Migrant Worker Guidelines for where this is applicable.**

- 4.7.1.1. Supplier must pay for all costs associated with repatriation at the end of a Migrant Workers contract. A list of fees associated with repatriation is included in our ASOS Migrant Worker Guidelines.
- 4.7.1.2. Supplier must pay for repatriation in the case of extenuating circumstances. Extenuating circumstances are defined within the ASOS Migrant Worker Guidelines.
- 4.7.1.3. Contract renewal costs should be covered by the supplier. A list of potential contract renewal costs is included in the ASOS Migrant and Contract Worker Guidelines.
- 4.7.1.4. Workers must be provided with reference letters on request for future work with the Supplier before leaving. Details of what these

should include are included in the ASOS Migrant Worker Guidelines.

- 4.7.1.5. Suppliers must not deter or prevent Workers from freely terminating their agreements including by levying “leaving fees” or deductions. These may include (but are not limited to) the:
- Withholding of wages and benefits, bonuses or allowances already earned including holiday pay;
  - Early termination fines or deductions;
  - Forfeiture of lawful deposits or savings accounts; and
  - Withholding any severance payments owing.

## **CONTACTS**

For further information please contact the Ethical Trade Department at:  
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