



## **AMBER MANAGEMENT ETHICAL TRADING POLICY Version 1.1**

Amber Management and Engineering Services Limited (*AMES*) recognises the responsibility that we share with our fellow construction companies, clients, supply chain and persons to operate ethically. Promoting decent working conditions and fair and equitable practices within all construction industry sectors forms part of our strategy to act in a social responsible manner. In pursuit of our aims, we require that all our suppliers comply with our Ethical Trading Policy.

We expect all construction project members to have ethical processes and policies in place throughout their supply chain and require our suppliers to provide reasonable information as evidence of compliance to our Ethical Trading Policy. We will monitor supplier compliance with this policy through completion of a mandatory Modern Slavery Act 2015 Supplier Compliance Form, risk assessment and supplier visits.

In the event that *AMES* become aware of and breach to this policy it must notify the parties immediately and seek clarification of the perceived issue. If after scrutiny non-compliance is identified *AMES* must seek to remedy the situation, remove the supply chain member from the *AMES* supplier list, or depart from the project and notify the client and authorities if applicable.

### **Policy Commitments**

This policy applies to any suppliers of goods and services to *AMES* and our clients.

### **Suppliers and Clients to/of AMES Shall Commit To Ensure That:**

#### **1. Tendering of Contracts**

- 1.1** All tenderers shall receive the same documentation by which to bid.
- 1.2** Tender returns shall be opened and signed in the presence of two or more people and recorded. The recorded record shall be signed by at least two persons and two copies made.
- 1.3** Any tender adjustments and/or clarifications shall be sought from the bidder in an open and transparent environment.
- 1.4** All tenders shall be treated fairly, with no conditions or requirement be imposed on only a selection or few. It must be applied to the full tendering parties. All requirements and/or tendering mandatory/required deliverables, skills, qualifications, memberships and pre qualifications that will form part of the award process shall be declared with the invitation to tender. No post invitation criteria can be applied in the award process.
- 1.5** The awarding party shall not receive payment in either currency, gift or kind from any tenderer. This shall be in compliance with the UK Bribery and Corruption Act of 2010.

#### **2. Employment is freely chosen**

- 2.1** There is no forced, bonded or involuntary labour.



- 2.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

### **3. Employees rights to open and transparent communications and to form workplace representative groups are respected**

- 3.1 The employer believes in open and transparent communication between workers and management, and where appropriate respects the workers' rights to belong to collective groups such as trade unions or works councils and to bargain collectively.
- 3.2 The employer adopts an open attitude towards the collective activities of their employees and their organisational activities and employee representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 3.3 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.

### **4. Working conditions are safe and hygienic**

- 4.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. 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.
- 4.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 4.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 4.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 4.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

### **5. Child labour shall not be used**

- 5.1 There shall be no recruitment of child labour.



## 6. Living wages are paid

- 6.1** Wages and benefits paid for a standard working week meet, at a minimum, UK legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 6.2** 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.
- 6.3** Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by UK law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

## 7. Working hours are not excessive

- 7.1** Working hours must comply with UK laws, collective agreements, and the provisions of 7.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on UK labour standards.
- 6.2** Working hours, excluding overtime, shall be defined by contract, and shall not exceed 45 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 7 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 7 day period only in exceptional circumstances where all of the following are met:
- *This is allowed by UK 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 7 day period or, where allowed by UK law, 2 days off in every 14 day period.



## **8. No discrimination is practised**

- 8.1** 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.

## **9. Regular employment is provided**

- 9.1** To every extent possible work performed must be on the basis of recognised employment relationship established through UK law and practice.
- 9.2** 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.

## **10. No harsh or inhumane treatment is allowed**

- 10.1** Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

## **11. AMES Taking Issue with Contacts That are Contrary to this Policy**

- 11.1** AMES will seek written assurances from a Director or person in authority from the person/s or company considered to have the potential to contradict this policy.
- 11.2** In the event of 11.1 either confirming a deviation from this policy that is considered a fundamental breach of intent or no response at all (*This shall be considered as an admission of breach*) AMES shall give notice of termination of the contract be that a supplier or client.
- 11.3** Up on request any interested party may request written commentary of any output from this Policy. Equally and without prejudice AMES may take the action of issuing our findings to persons of authority if the breach is considered significant or represent an action contrary to UK Laws.