

# Supply Chain Migrant Worker Policy

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**BURBERRY**

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## POLICY OBJECTIVES AND SCOPE

This Migrant Worker Policy (this “**Policy**”) outlines how Burberry expects its Business Associates to treat Migrant Workers in their own companies and throughout their supply and value chains.

Burberry is committed to ensuring that Migrant Workers in its supply chain are treated fairly, with their labour rights fully upheld. This Policy addresses critical areas including Recruitment Practices, Employment Rights, Living and Working Conditions.

This Policy governs all interactions involving Migrant Workers, covering their engagement, from recruitment to employment, and, where necessary, return to home country. This Policy establishes specific standards to safeguard Migrant Workers from exploitation at all times and in every location, ensuring compliance with international laws and contributing to responsible and ethical supply chain.

This Policy applies to all Business Associates, including recruitment agencies, involved in the employment of Migrant Workers. Any non-compliance will be addressed in accordance with Burberry’s Partner Non-Compliance Policy.

All Business Associates must comply with this Policy and the [Code of Conduct](#) and such compliance is a condition of working with Burberry (whether directly or indirectly).

## DEFINITIONS

**Business Associates** refers to any individual, entity, business, company, partnership or any other body or group associated with Burberry including, without limitation, any such individual, entity, business, company, partnership or any other body or group supplying products, goods, raw materials, components, services, real estate or anything else, directly or indirectly, to any member of the Burberry Group or otherwise working directly or indirectly with or on behalf of any member of the Burberry Group. This also includes any person (an ‘Indirect Supplier’) providing products, goods, raw materials, components, services or anything else to (i) a direct supplier of Burberry or any other member of the Burberry Group or (ii) any other Indirect Supplier.

Burberry Associates include, without limitation, the following:

- finished goods vendors
- raw material and/or component suppliers
- people or entities who carry out any processing on any goods directly or indirectly supplied to Burberry, including sites at which this processing takes place
- non-stock vendors
- construction contractors (and their construction sites)
- franchisees
- licensees

- joint-venture partners
- consultants
- contractors
- wholesale customers
- service providers, including circular business model service platforms
- agents
- landlords, and
- any subcontractor of the above

**Employer** refers to a person or an entity that engages employees or workers, either directly or indirectly.

**Migrant Worker** refers to a person who is engaged or has been engaged in a remunerated activity in a state of which he/she is not a national, whether hired locally or internationally.

**Recruitment Agents** refers to third-party individuals or organizations engaged, also known as labour brokers or recruitment agencies, that act as intermediaries. They supply Migrant Workers to other business enterprises, usually under agreements with both the business enterprises and the Migrant Workers themselves. They perform various functions, which can include matching Migrant Workers to jobs in other parts of the country or abroad, arranging for visas, making travel arrangements, and providing pre-departure orientation or training. The term 'labour brokers' is sometimes used to apply to organisations that, in addition to recruiting Migrant Workers, also manage them at the job site. Migrant recruiters should be legally recognised and duly authorised to conduct all of the functions they perform. However, there are migrant recruiters that are not legally recognised business enterprises and that do not necessarily carry out activities in accordance with applicable law.

**Recruitment Fees and Costs** refer to fees and costs associated with recruitment, as further described in Appendix 1.

## INTRODUCTION

This Policy is to address, prevent, mitigate and cease the actual or potential risks of exploitation and protect the rights of Migrant Workers, at all times without exception. It reflects Burberry's commitment to ethical practices and to promote transparency and fairness throughout recruitment, employment, and return processes.

## DUTIES AND RESPONSIBILITIES

Overall accountability for the implementation of this policy sits with the Vice President of Corporate Responsibility, who is responsible for ensuring the policy is effectively embedded across the value chain. Oversight of this policy, including governance, escalation, and decision-making, is provided by the Ethics Committee.

The Committee receives regular updates and reviews any significant risks or non-compliance, as well as approving corrective actions where required. This policy is reviewed annually and approved by the Committee.

## POLICY

This Policy seeks to define principles that prioritise the protection and empowerment of Migrant Workers throughout Burberry's value chain. Burberry expects its Business Associates to treat Migrant Workers fairly, with dignity and respect in their own companies and throughout their supply chains. Business Associates should be compliant with international standards on prohibition of forced labour, modern slavery and human trafficking, including but not limited to:

- The Ethical Trading Initiative (ETI) Base Code
- The United Nations Universal Declaration of Human Rights
- The Fundamental Conventions of the International Labour Organisation (ILO)
- International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families
- United Nation's Guiding Principles on Business and Human Rights
- IRIS Standard (IOM)
- The Dhaka Principles for Migration and Dignity

Business Associates must adhere to the applicable national law in both the host country and (if applicable) the country of origin of Migrant Workers, and any other applicable laws. Where the provisions of the law and this Policy address the same subject, Business Associates should apply the provision that gives Migrant Workers the greater benefit.

New Business Associates should conduct due diligence of their labour practices to ensure that they are fully in compliance with this Policy and the Burberry [Ethical Trading Code of Conduct](#). Evidence of their compliance with this Policy, e.g. reimbursement of Recruitment Fees and Costs to Migrant Workers and use of legal recruitment agents, may be requested for review at any time.

Burberry recognises that Business Associates may require support to comply with this Policy and it is committed to supporting all Business Associates on their journey of improvement to ensure all Migrant Workers are treated fairly and with dignity. Business Associates, for specific step-by-step guidance, are encouraged to review the [Guide to Implementing the Dhaka Principles and IRIS Standard](#) introducing best practice policies and processes. To enable this, we have referenced the relevant Dhaka Principle throughout the Policy.

Migrant Workers should be treated no less favorably than other workers performing the same or similar work and protected from any discrimination that would constitute a violation of human rights.<sup>1</sup> Moreover, Migrant Workers should have a

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<sup>1</sup> Dhaka Core Principle A

legally recognized employment relationship with an identifiable and legitimate employer in the country where the work is performed.<sup>2</sup>

## 1. Responsible recruitment

### 1.1 Recruitment Agents

Business Associates are encouraged to avoid recruitment agencies whenever possible, favoring direct recruitment. If a third-party agency is used, it should be government-registered and adhere to [Burberry's Ethical Trading Code of Conduct](#) and this Policy. Clear contracts must exist between the Business Associate and recruitment agencies, including transparency regarding sub-agents.

Business Associates are encouraged to establish referral mechanisms allowing current workers to recommend friends or family for recruitment. These mechanisms should provide clear guidance to workers and help eliminate the reliance on brokers, reducing risks such as recruitment fees being charged in workers' countries of origin. The recruitment agency should provide the Business Associate with full details of the use of any sub-contractors or sub-agents used to hire workers.

### 1.2 Policies

Policies and procedures should be inclusive ensuring Migrant Workers' rights are explicitly referred to in employer and migrant recruiter public human rights policy statements, relevant operational policies and procedures addressing human rights responsibilities.<sup>3</sup>

Business Associates should communicate to all workers a policy stating that the employer will bear the full costs of recruitment and placement (including all Recruitment Fees and Cost), and no fees should be applied to the workers, including those hired locally.

### 1.3 Recruitment Fees and Cost

No fees should be charged to Migrant Workers<sup>4</sup> for recruitment or placement, either directly or through wage deductions. Employers are responsible for covering all recruitment and placement costs.

If a worker has previously paid Recruitment Fees, the Business Associate must fully reimburse them in line with the ILO guidelines outlined in Appendix 1.

Business Associates must not retain any Recruitment Fees and Cost from workers' wages or deduct money under any circumstances, including levies, deposits, guarantees (such as "runaway insurance"), or compulsory savings schemes.

All Recruitment Fees shall be the responsibility of the Business Associate upon verbal or written confirmation of employment. Furthermore, neither the Business

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<sup>2</sup> Dhaka Core Principle B

<sup>3</sup> Dhaka Principle 3.

<sup>4</sup> Dhaka Core Principle 1.

Associate nor its representatives may accept reimbursements, bribes, or incentives from recruitment agencies or other parties involved in a worker's recruitment.

#### **1.4 Legal Protection and Age Verification**

Migrant Workers under the age of 18 should not be recruited. Business Associates and their recruitment agents are responsible to conduct due diligence for verifying the age of all workers during recruitment.

Remedial procedures should be in place to address cases where a Migrant Worker under the age of 18 has been recruited. For further details, refer to Burberry's [Child Labour and Young Worker Policy](#).

## **2. Responsible Employment**

### **2.1 Right to Work**

Business Associates must ensure Migrant Workers possess all legally required documentation to work in the country of work. If documentation is incomplete, they should support the worker and cover associated costs of obtaining the required legal documentation and right to work.

If obtaining legal work rights is not possible, Business Associates are responsible for the cost of voluntary repatriation with safety and dignity, if the worker opts to return home.

### **2.2 Integration**

Business Associates should encourage two-way communication to ensure comfortable and sustainable integration for Migrant Workers. A worker that is able to speak and understand both the Migrant Worker's and management's languages should be assigned to coordinate communication. If unavailable, an onsite coordinator with these language skills should be employed by the Business Associate, with their role kept separate from recruitment activities.

To support Migrant Workers, low-cost communication systems with their families should be provided, and free access to computers and Wi-Fi should be considered. If grievance systems rely on smart technology, Wi-Fi access must be provided, at least during break-time and in communal spaces.

### **2.3 Employment Documents and Contract**

All Migrant Worker contracts should be clear and transparent.<sup>5</sup> Migrant Workers should receive written contracts in a language they understand, with all terms and conditions explained without coercion. For illiterate Migrant Workers, terms of employment should be fully explained.

Contracts should be signed at least 7 days before departure. Signing contracts at the border entry or point of arrival or afterwards is prohibited. Upon arrival, contracts

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<sup>5</sup> Dhaka Principle 2.

and terms and conditions should be reviewed by a workers' representative to ensure consistency with the contract agreed at the time of recruitment.

Contracts should include the criteria included in Appendix 2 of this Policy: [Migrant Worker Employment Documents and Contracts Checklist](#).

#### **2.4 Orientation**

Migrant Workers should receive adequate orientation relating to living and working in their host location and receive the employee handbook and/or work regulations in a language they understand.

The orientation programme should include: basic job training, health and safety information, production requirements, legal rights and responsibilities, workplace policies, rules, disciplinary systems, and communications systems, grievance channels and processes, living conditions and, if applicable, dormitory rules, basic local language skills, culture and common practices, advice about safe sex, reproductive health, HIV/AIDS prevention, and awareness of and prevention skills related to most relevant diseases.

For more information, please see [BSR Migrant Worker Management Toolkit](#).

#### **2.5 Remuneration**

Migrant Workers' wages should be paid regularly (and in any event no less than monthly), directly and on time.<sup>6</sup>

Migrant Workers should be granted paid leave by the Business Associate when they need to take time off to process recruitment related documents, such as passport renewals and visa extensions.

Final wages and any redundancy or equivalent payment, if applicable, should be paid in full at the end of the contract before the Migrant Worker leaves.

#### **2.6 Working Conditions**

Migrant Workers should enjoy safe and decent conditions of work<sup>7</sup>, free from harassment, any form of intimidation or inhuman treatment. They should receive adequate health and safety provision and training in relevant languages.

#### **2.7 Living Conditions**

Living conditions must be safe and decent.<sup>8</sup> Migrant Workers should be able to choose whether to live in company-provided housing or to make their own living arrangements.

Employer-provided accommodation should be safe, clean and hygienic, with potable and running water, adequate sanitary facilities, as well as temperature-control

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<sup>6</sup> Dhaka Principle 5.

<sup>7</sup> Dhaka Principle 7

<sup>8</sup> Dhaka Principle 8.

equipment where necessary. Buildings should meet all laws concerning multiple occupancy dwelling and local building regulations. Additionally, employer-provided accommodation should have transparent costs that are reasonable and in line with the local market, and any deductions must be lawful, proportionate, and clearly communicated to workers.

Living or overnight accommodation should be separate from any manufacturing facilities or any production floors and should be safe and fit for purpose. Migrant Workers should not face restrictions on freedom of movement or be confined to their accommodations. Transportation between workplace and housing should also be safe and reliable.

## **2.8 Worker Representation**

The right to worker representation should be respected.<sup>9</sup> Migrant Workers should have the same rights to join and form trade unions and to bargain collectively, as should other workers.

## **2.9 Access to Remedy**

Access to remedy is provided.<sup>10</sup> Migrant Workers should have access to judicial remedy and to credible, legitimate, accessible, predictable, equitable, transparent and rights-compatible grievance mechanisms, without fear of recrimination or dismissal. Such mechanisms should be accessible not only during the employment but also during the recruitment phase, and return.

They should have access to judicial or non-judicial grievance mechanisms beyond the company level, including legal complaints procedures. Migrant Workers should not be denied access to consular services. Business Associates should provide access to, and widely communicate, workplace level grievance mechanisms, such as worker hotlines.

## **2.10 Document Retention**

No Migrant Workers' passports or identity documents should be retained.<sup>11</sup> Migrant Workers should have free and complete access to their own passport, visa, identity documents, ATM or credit cards, banking book and residency papers, and enjoy freedom of movement. Migrant Workers should have access to individual, safe, lockable storage for important documents and other valuables

# **3. Responsible Return**

## **3.1 Freedom to Change Employment**

Freedom to change employment should be respected.<sup>12</sup> Migrant Workers should have the freedom to seek or change employment in the host country either upon completion of their first contract or after two years, whichever is sooner. They should not be prevented from seeking or changing employment under these

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<sup>9</sup> Dhaka Principle 6.

<sup>10</sup> Dhaka Principle 9.

<sup>11</sup> Dhaka Principle 4.

<sup>12</sup> Dhaka Principle 10.

conditions. Where Migrant Workers terminate their contract early, there must be no penalty for doing so except where established in the Migrant Worker's original contract, and the worker must be given access to all savings and receive the usual assistance in repatriation.

### **3.2 Freedom to Return**

Safe and timely return must be guaranteed.<sup>13</sup> Migrant Workers should be guaranteed provision for their return home on contract completion and in exceptional situations.

### **TRAINING**

Burberry will endeavour to ensure that where the rights and safety of Migrant Workers is relevant there is adequate training provided to our Business Associates to help mitigate any risk of non-compliance with this Policy.

### **STAKEHOLDER ENGAGEMENT & CONSULTATIONS**

Burberry will engage, where relevant, in multi-stakeholder dialogue on the issue of human rights. Burberry is committed to engaging with potential or affected stakeholders and their representatives through its Human Rights Impact Assessments and Ethical Trading Programme as key elements of its Human Rights Due Diligence approach.

### **MONITORING COMPLIANCE WITH THIS POLICY**

Agreement to Burberry's [Code of Conduct](#) including this Policy is required before a factory and/or any Business Associate is approved to manufacture on behalf of Burberry.

Compliance with this Migrant Worker Policy is monitored by Burberry, including through announced or unannounced audits by or on behalf of Burberry as part of our Human Rights Due Diligence approach through our Ethical Trading Programme.

Burberry will engage with all Business Associates (including all supply chain partners) to ensure that all such Business Associates have appropriate migrant worker processes in place. Business associates are able to contact the Corporate Responsibility, People Team at [Corporate.Responsibility@burberry.com](mailto:Corporate.Responsibility@burberry.com) for any associated procedures around implementation of these.

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<sup>13</sup> Dhaka Principle 10.

## SUPPORTING REFERENCES

### APPENDIX 1: ILO DEFINITION OF RECRUITMENT FEES AND COSTS: FOR EMPLOYERS TO COVER

<b>RECRUITMENT FEES</b>	Covers recruitment, referral and placement services that can involve advertising, disseminating information, arranging interviews, submitting documents for government clearance, confirming credentials, organising travel and placement into employment.
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MEDICAL COSTS	INSURANCE COSTS	SKILLS & QUALIFICATIONS	TRAINING & ORIENTATION	EQUIPMENT COSTS	TRAVEL & LODGING	ADMINISTRATION COSTS
Medical Examinations Tests Vaccinations	Mandatory government insurance  Health and safety of workers  Enrolment in migrant welfare funds	Language proficiency tests  Skills and qualification tests  Certification or licensing	Mandatory training  Pre-departure and post-arrival training  On-site training	Tools  Uniforms  Safety gear	Including for training, interviews, consular appointments  Relocation  Return or repatriation	Application and service fees  Employment contracts, passports*, IDs, visas, background checks, security & exit clearance, banking services, work & residence permit

\*Passport fees should be covered by the Business Associate for: (a) workers whose first passport is for the job offered by the Business Associate; or (b) workers whose passport requires renewal for employment under the Business Associate.

### APPENDIX 2: MIGRANT WORKER EMPLOYMENT DOCUMENTS AND CONTRACTS CHECKLIST

Employment Documents (including, but not limited to, contracts and other orientation materials) should include:

- The Migrant Worker's name, date of birth, birthplace, nationality, and other unique identity information, e.g. passport number, place and date of issue, and expiry.
- The worker's emergency contact details.
- A basic job description
- Identification of the site of employment.
- The duration of the contract and renewal conditions. The renewal conditions should make it clear that the employer will bear the full costs of extending working visas and other costs associated with contract extension.
- A comprehensive breakdown of all legitimate recruitment expenses (e.g. travel, medical checks and travel documents) to be covered by the employer. The contract should make it clear that no Recruitment Fees will be charged to the worker.
- Regular hours of work, expected overtime, frequency of rest days, and holidays. It should spell out the maximum amount of overtime hours

permitted consistent with national law or the prevailing industry practice whichever is the least onerous.

- Basic, overtime, and holiday rates of remuneration, and an estimate of the worker's minimum monthly net pay.
- A clear explanation of the terms of payment of the salary to the worker, including method and frequency of payment.
- A list of all bonuses and allowances where they exist, as well as any non-cash compensation and work-related benefits, such as medical and social security benefits and sick, emergency, and annual leave.
- Outline of sickness and employment injury compensation, and emergency medical care procedures.
- A clear description of all the conditions and the level at which the employer may make deductions from remuneration. Agreed deductions, such as for accommodation, food, medical care, should be reasonable.
- No provisions that would prohibit or have the effect of discouraging workers from exercising their right to form or join trade unions and to bargain collectively subject to applicable laws and regulations.
- Describe the working and living conditions, including any costs for accommodation, food and transport, any curfews and/or any restrictions on freedom of movement arising from local laws or legitimate security concerns.
- A reasonable notice period stipulated for the termination of the employment contract by the employer and the worker.
- Any reasons for which a contract may be prematurely terminated.
- Outline of complaints and grievance mechanisms systems, and a settling of dispute clause.
- Clauses guaranteeing safe and timely return home at the end of contract, or during the contract in emergency situations, or in the case of the employer terminating the contract.