

## **1. Application of the policy**

- 1.1 Suppliers must comply with all applicable laws and regulations.
- 1.2 The Group's expectation that, at a minimum, its suppliers comply with all national laws but that where the provisions within the Group's policies address the same subject, the provision that affords the greatest protection to the individual should be applied.

## **2. Freely chosen employment**

- 2.1 The supplier and any person supplying labour to the supplier shall not use and shall strictly prohibit forced, bonded (including debt bondage) labour, involuntary prison labour, slavery or trafficking of people. This includes transporting, harbouring, recruiting, transferring or receiving people by means of threat, force, coercion, abduction or fraud for labour services.
- 2.2 The supplier shall not require workers to lodge "deposits" or their identity papers with their employer and must be free to leave their employer after reasonable notice. The supplier must not charge the worker directly or indirectly for the cost of his or her recruitment. The supplier must accept the cost of recruitment as a business cost.

## **3. Freedom of association and the right to collective bargaining**

- 3.1 Workers have the right to join or form a trade union of their own choosing and where a significant proportion of the workforce agree, to bargain collectively.
- 3.2 Suppliers must adopt an open attitude towards activities of trade unions and their organisational activities.
- 3.3 Workers representatives must not be discriminated against and must have access in the workplace to carry out their representative functions.
- 3.4 Where the right to freedom of association and collective bargaining is restricted under national laws, the supplier should consider facilitating and not hindering the development of legal parallel means for independent and free association and bargaining.

#### 4. Working conditions

- 4.1 Suppliers shall provide a safe and healthy working environment. Bearing in mind international standards, 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 practices and environment.
- 4.2 Workers shall receive suitable and sufficient health and safety training, in order that they fully understand the hazards associated with the work activity and environment and the correct practices required to minimise risks.
- 4.3 Access to clean toilet facilities, drinkable water and, if appropriate sanitary facilities for storage shall be provided.
- 4.4 Accommodation, where provided, shall be clean, safe and meet the basic needs of workers.
- 4.5 The supplier shall assign responsibility for health and safety to a senior management representative.

#### 5. Child labour

- 5.1 The supplier must not use child labour<sup>1</sup>.
- 5.2 If a supplier discovers child labour in its operation it must notify the appropriate law enforcement bodies and Ashtead's General Counsel ([lynne.fuller-andrews@sunbeltrentals.com](mailto:lynne.fuller-andrews@sunbeltrentals.com) or +1 803-578-5911) or Company Secretary ([aporter@ashtead-group.com](mailto:aporter@ashtead-group.com) or +44 20 7726 9740) immediately. Immediate steps must be taken to eliminate such child labour in a manner consistent with the best interests of the child(ren) concerned.
- 5.3 Suppliers should develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable him or her to attend and remain in quality education until no longer a child.
- 5.4 In any event, the course of action taken shall be in the best interests of the child and conform to the provisions of International Labour Organisation Convention 138 and be consistent with the United Nations Convention on the Rights of the Child.

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<sup>1</sup> UNICEF defines child labour as “a child is considered to be involved in child labour activities under the following classification:

- a) children 5 to 11 years of age that do one hour of economic activity or at least 28 hours of domestic work; and
- b) children 12 to 14 years of age that during the week preceding the survey did at least 14 hours of economic activity or at least 42 hours of economic activity and domestic work combined.”

## **6. Wages**

- 6.1 Wages and benefits paid for a standard working week shall meet, as a minimum, national legal standards, including the right to equal remuneration for work of equal value.
- 6.2 In any event wages should not be paid in kind and should be enough to meet basic needs.
- 6.3 All workers should be provided with written and understandable information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time they are paid.
- 6.4 Excessive deductions from wages as a disciplinary measure should not be permitted. Deductions from wages not provided for by national laws should only be permitted with the express permission (without duress) of the worker concerned. All disciplinary measures should be recorded in writing.

## **7. Working hours**

- 7.1 Standard working hours shall comply with national laws.
- 7.2 Workers shall not, on a regular basis, be required to work in excess of 48 hours per week and shall be provided with at least one day off every seven day period average. Overtime requested by the supplier shall be voluntary and a single request shall not cover multiple overtime requirements over a significant period unless the supplier is party to a collective agreement which requires overtime work in accordance with such agreement. Any such agreement must be freely negotiated with the worker organisation (as defined by the International Labour Organisation) and represent a significant portion of the workforce. Overtime shall always be compensated at a premium rate. As provided by ILO Convention 1, these provisions are intended to cover non-supervisory and non-management functions.

## **8. Discrimination**

A policy of equality must be in place and there should be 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**

- 9.1 To every extent possible, work performed must be on the basis of recognised employment relationships established through national law and practice.
- 9.2 Obligations to employees under labour or social security laws and regulations arising from regular employment relationships should not be avoided. Examples include the abuse of labour-only contracting, sub-contracting, or home-working arrangements, through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, or excessive repetition in the use of fixed term contracts of employment for a single individual.

## **10. Harsh or inhumane treatment**

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.

Approved by the Board of Ashtead Group plc  
Dated the 29 August 2024