

ethical  
clothing  
AUSTRALIA

Homeworker Code Committee Inc

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## **Revised Homeworkers Code of Practice**

and

### **Application for Accreditation**

#### **Part 1 (Manufacturers)**

*For further information & assistance contact  
**Ethical Clothing Australia***

Postal address: PO Box 2087, Fitzroy VIC 3065

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## HOMEWORKERS CODE OF PRACTICE

### ETHICAL CLOTHING AUSTRALIA (ECA) PRIVACY POLICY

*We collect, use and disclose information according to the ECA Privacy Policy which can be found at our website: <http://www.ethicalclothingaustralia.org.au/privacy-policy/privacy-policy>. By signing this application, you acknowledge and agree that you have read and understood our Privacy Policy, and agree to your information being handled in accordance with it. Amendments to the Privacy Policy will come into effect immediately when posted on our website. Because of this, you should access the Website and read the latest Privacy Policy prior to disclosing personal information to us. Important Note: If you do not consent to the ECA Privacy Policy please be aware that ECA will be unable to process your application for accreditation or any subsequent re-accreditations.*

COMPANY NAME .....

COMPANY ABN .....

ADDRESS .....

.....

PHONE..... FAX.....

EMAIL..... WEBSITE.....

Signature .....

Name .....

Position .....

Date .....

The Homeworkers Code of Practice ('the Code of Practice') is a voluntary Code established to ensure textile, clothing and footwear workers and homeworkers receive appropriate legal award entitlements and legislative protection.

Accreditation is only available to businesses who manufacture textile, clothing and footwear products in Australia.

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[Insert Company Name]

A business is complying with the Code of Practice when its workers and its suppliers' workers (including outworkers) are receiving their lawful pay and entitlements under the TCF Award 2010 and relevant legislation.

Acknowledges that compliance with the requirements below is necessary to become accredited and maintain accreditation under the Code of Practice

- a) Copy of the signed Code of Practice agreement (Part 2 – Signatories)
- b) Completed fees form, to be provided annually
- c) Payment of the Accreditation Application fee and ongoing annual fees
- d) Ongoing cooperation regarding compliance checks and the facilitation of legal compliance, internally and regarding applicant company's suppliers
- e) Provision of documentation for initial accreditation, annually and whenever a supply chain changes
- f) Statutory declaration/s of company seeking accreditation (Schedule 1-5 depending on manufacturing circumstances)
- g) Contractors list (Schedule 2 Attachment 1) or homeworkers list (Schedule 4, Attachment 1)
- h) Completed Schedule/s with each contractor listed in Schedule 2, Attachment 1
- i) Example of a work record for each contractor used
- j) Statutory declarations from all contractors ) (Schedules 3, 4 or 5)
- k) Copies of outworker wage records, work arrangements and work records and satisfactory evidence of superannuation and Workcover payments

# **HOMEWORKERS CODE OF PRACTICE**

## **PART 1 – MANUFACTURER’S AGREEMENT**

### **CLAUSE 1 - AGREEMENT**

**between**

The Textile Clothing and Footwear Union of Australia (TCFUA), and

The Australian Industry Group (AiGroup), and

| The New South Wales Business Chamber [\(NSW BC\)](#)

### **CLAUSE 2 - PARTIES**

The TCFUA

The AiGroup

| The NSW ~~Business Chamber~~[BC](#)

Individual companies who are signatories to this Agreement

### CLAUSE 3 - OBJECTIVES

The objectives of this Agreement include:

- To end exploitation of workers and homeworkers in the textile, clothing and footwear industry
- To enable workers and homeworkers to clearly understand their employment entitlements
- To ensure workers and homeworkers receive their appropriate award entitlements and legislative protection
- To establish a system of accreditation for Manufacturers who comply with this Agreement,
- To educate workers, manufacturers, contractors, fashion labels and the wider community about the purposes and operation of this Agreement
- To assist homeworkers by supporting, consistent with this Agreement, community and industry education securing compliance with this Agreement and promoting its purpose.
- To facilitate for an accredited business, a transparent, ethical and more sustainable supply chain
- To provide a mechanism to an accredited business to achieve, and ensure ongoing compliance with the TCF Award and relevant legislation
- To provide opportunities to accredited business, to promote their products as ethically produced, Australian products and enabling them through a licence agreement to use Ethical Clothing Australia trademarks.

### CLAUSE 4 - DEFINITIONS

- 4.1 **“Accreditation”** means a system of accreditation whereby a Manufacturer may indicate that it complies with the terms of this Agreement.
- 4.2 **“Accreditation Register”** means the register of accredited manufacturers held and maintained by Ethical Clothing Australia.
- 4.3 **“Code of Practice”** or **“Agreement”** means the Homeworkers Code of Practice.
- 4.4 **“Committee”** means the management committee of the Homeworkers Code of Practice.
- 4.5 **“Contractor”** means a business engaged to produce or arrange the manufacture of products in the textile, clothing and footwear industry.
- 4.6 **“ECA”** or **“Ethical Clothing Australia”** means the organisation responsible for the accreditation of manufacturers and the administration and promotion of the Code of Practice.
- 4.7 **“Manufacturer”** means a business that manufactures or arranges the manufacture of TCF products in Australia (including the value adding onto Australian made product), and may include a supplier, fashion house or wholesaler.
- 4.8 **“Outworker”** or **“homeworker”** means a person who performs work on, or in relation to, products in the textile, clothing and footwear industry, at residential premises or at other premises that would not conventionally be regarded as business premises.

- 4.9 **“Products”** means the whole, or part of:  
any garment; or  
any article of wearing apparel; or  
any article of footwear; or  
any textile product.
- 4.10 **“Rate per product”** means the rate calculated in accordance with the TCF Award (outworker provisions). This is determined by reference to the skill level classification, and the ‘Time Standards and payment’ outworker provisions in the TCF Award.
- 4.11 **“Relevant award” or “TCF Award” or “award”** means the Textile, Clothing Footwear and Associated Industries Award 2010, and as amended from time to time to provide increases in wages and/or conditions as determined by the Fair Work Commission (or any successor body).
- 4.12 **“Relevant superannuation fund”** means in relation to a worker or homeworker, a superannuation fund into which superannuation contributions are to be paid on behalf of the worker or homeworker in accordance with the TCF Award and federal superannuation legislation.
- 4.13 **“Standard Statutory Declaration”** means a statutory declaration as set out in Schedules 1,2, 4 and 5, of this Agreement. Completion of relevant standard statutory declarations is necessary for an applicant business to acquire accreditation.
- 4.14 **“Supplier/Fashion house/wholesaler”** means an entity that agrees to manufacture or arrange to manufacture products and /or components thereof.
- 4.15 **“TCFUA”** means the Textile, Clothing and Footwear Union of Australia.
- 4.16 **“Worker”** means a person who performs work on, or in relation to products in the textile, clothing and footwear industry.
- 4.17 **“Workers compensation”** means workers’ compensation as prescribed by the relevant state or federal legislation.
- 4.18 **“Work records”** means a ‘work record’ as defined under the TCF Award (formerly known as a garment specification sheet).
- 4.19 **“Work agreement”** means a ‘work agreement’ as defined under the TCF Award (outworker provisions) applicable to homeworkers and all contractors (regardless of whether that contractor employs homeworkers)

## **CLAUSE 5 COMMITTEE**

The Committee is responsible for the overall administration, implementation and promotion of the Code of Practice.

The Committee comprises an equal number of representatives from the TCFUA and a combined group of employer parties to the Agreement, and has a minimum of six members. Decisions of the Committee are made by a majority vote.

The duties of the Committee shall be to take whatever steps may be necessary to ensure promotion of, and compliance with this Agreement, including:

- Accreditation of applicant businesses and re-accreditation of accredited businesses
- Withdrawing a manufacturer's accreditation
- Holding and maintaining the accreditation register of accredited manufacturers
- Licensing Accredited Manufacturers and Registered Manufacturers to use the Accreditation Marks
- Allocating monies from the education, publicity and compliance fund
- Settling any disputes that may arise in relation to the operation of this agreement, which may include the participation of an independent mediator, where agreed (where the committee cannot resolve a dispute the matter will be referred to the agreed independent mediator for resolution)
- Establishing processes and procedures to rapidly and efficiently deal with issues which come before it, in particular those which require mediation.

## **CLAUSE 6 – ROLE OF THE TCFUA**

The TCFUA will have the responsibility for enforcing compliance with the labour standards under this Agreement. Compliance activities, consistent with this Agreement, shall include:

- Undertaking compliance audits as part of the accreditation process;
- Identifying incidents of non compliance with the TCF Award and relevant legislation and/or this Agreement;
- Securing compliance through the promotion of this Agreement;
- Ensuring compliance with the TCF Award and relevant legislation by non – accredited businesses;
- Ensuring ongoing compliance with this Agreement by accredited businesses.

## **CLAUSE 7 – ROLE OF ETHICAL CLOTHING AUSTRALIA**

Ethical Clothing Australia (ECA) is established by the Committee to promote ethical behaviour in the textile, clothing and footwear industry, administer the Code of Practice and assist applicant and accredited businesses.

## **CLAUSE 8 - ACCREDITATION**

### **8.1 Accreditation**

The Committee shall confer accreditation on a manufacturer which establishes it is in compliance with all obligations under this Agreement, including:

- Timely completion of required documentation and payment of a new accreditation fee to Ethical Clothing Australia (ECA)
- Ensuring all workers and homeworkers (if any) in its supply chain involved in the performance of work in relation to its products, are receiving wages and conditions as provided for in the TCF Award and under all relevant legislation;
- Co-operating with the TCFUA regarding compliance checks; and
- By the provision of standard statutory declarations and other required documentation to ECA as required under the Agreement.

The period of time required to become ECA accredited is dependent on the co-operation of the applicant business and the fulfilment of obligations by the applicant and its supply chain. In addition, the specific nature of the applicant's manufacturing circumstances will impact on the time for accreditation; for example, whether the company gives work out or does all of its work in-house, and the number of participants in the supply chain.

Where accreditation is conferred on a manufacturer, that manufacturer will be entitled to be known as an Accredited Manufacturer and licensed accordingly. In addition all Accredited Manufacturers will be provided with an 'Accreditation Certificate' renewed annually.

An Accredited Manufacturer shall be entitled to attach to its products a label indicating (in a form of words decided by the Committee), that they have been made by an Accredited Manufacturer.

## **8.2 Reaccreditation**

Reaccreditation for an accredited business is required annually and does not occur automatically.

To be reaccredited, a business is required to fulfil a number of obligations under this Agreement. These obligations include, for example:

- Timely completion of required ECA documentation and payment of an annual accreditation fee to Ethical Clothing Australia;
- Co-operation with the TCFUA regarding updated compliance checks;
- Ongoing compliance with the TCF Award and related legislation by the business' supply chain; and
- the provision of accurate statutory declarations and other required documentation to Ethical Clothing Australia as required under this Agreement.

## **8.3 De-accreditation**

De-accreditation can occur if:

- the accredited business or its supply chain becomes non-compliant with the requirements of this Agreement; and/or
- the manufacturing circumstances of the accredited business change (for example, the business ceases to be eligible under the Code of Practice because it stops manufacturing in Australia; or the business ceases trading and/or becomes insolvent).

If the Committee considers that an Accredited Manufacturer has failed to comply with this Agreement, it may give the Accredited Manufacturer notice stating:

- the grounds on which it considers that the Accredited Manufacturer has failed to comply with this Agreement; and
- that the Committee may cancel the accreditation of the Accredited Manufacturer unless the Accredited Manufacturer provides, within twenty-eight (28) days of delivery of the notice, material which satisfies the Committee that the Accredited Manufacturer has complied with this Agreement.

## **CLAUSE 9 - OBLIGATIONS OF ACCREDITED MANUFACTURERS**

A manufacturer is entitled to accreditation only if it complies with this Agreement.

### **9.1 General obligations of an applicant or accredited business**

The responsibilities of an applicant or accredited business include:



- Advising ECA immediately of any changes to its manufacturing circumstances, including for example, the removal or addition of suppliers from their supply chain; taking manufacturing off shore; moving location, changing contact or entity details; corporate restructure which impacts on the accreditation of individual brands within the accredited business.
- Co-operating with the TCFUA regarding ongoing legal compliance and auditing. This includes responding to requests in a timely manner and facilitating the cooperation of all contractors and sub contractors within their supply chain.
- Co-operating and providing ECA with requested schedules and other documentation and the payment of fees within the requested timeframe.
- Keeping and maintaining the following records in connection to arrangements made with other contractors or homeworkers:
  - Work Agreements
  - Work Records
  - Wages Records
  - Superannuation fund and payments
  - Workers compensation fund and payments.

## **9.2 Obligations regarding in-house workers**

The applicant, or accredited business must ensure that their in-house manufacturing workers are receiving, at a minimum, the legal wages and conditions as provided for under the TCF Award and relevant legislation (for example, National Employment Standards under the Fair Work Act 2009, superannuation and Work Cover entitlements, OH&S).

Once legally compliant as confirmed by the TCFUA, the applicant or accredited business is required to provide to the ECA, a signed statutory declaration (Schedule 1 and Schedule 2), attesting they are and will remain compliant with this Agreement.

## **9.3 Obligations in relation to supply chain**

The applicant or accredited business must ensure that their entire supply chain is compliant with the obligations of the TCF Award and relevant legislation. This includes registration with the Board of Reference of the Fair Work Commission if giving work out. Compliance extends from first and second tier suppliers through to all subsequent tiers.

Once legally compliant as confirmed by the TCFUA, the applicant or accredited business is required to provide to the ECA, a signed statutory declaration (Schedule 2), and a Schedule 3, attesting they are and will remain compliant with this Agreement.

## **9.4 Obligations to homeworkers**

If an accredited business or any of its supply chain is giving work out to be performed by homeworkers, they must comply with the (Outworker and related provisions) of the TCF Award and requirements under this Agreement. Many of these obligations are cascading, and as such, apply to each business within a supply chain that gives work out to homeworkers.

Once legally compliant as confirmed by the TCFUA, the applicant or accredited business is required to provide to the ECA, a signed statutory declaration (Schedule 4 or Schedule 5), attesting they are and will remain compliant with this Agreement.

**a) Requirements to be registered and provided lists**

An accredited business and any of its supply chain must, prior to arranging for homeworkers to perform work on its behalf, be registered with the Board of Reference of the Fair Work Commission ('BOR'). They must also provide a quarterly list containing the details of each homeworker they have engaged to both the BOR and to the TCFUA. On the request of the TCFUA, the accredited business must provide to the TCFUA within 7 days, details of the name and address of any homeworker which the accredited business is using in the manufacture of its products.

**b) Requirements to provide written agreement and work records**

Each accredited business and any of its supply chain who arranges for a homeworker to perform work must first make and retain both a Written Agreement with the homeworker and a Work Record in relation to the work, which is the subject of the arrangement. The TCF Award (outworker and related provisions) sets out the details of the information which must be included in the Work Agreement and the Work Record.

**c) Minimum conditions for outworkers**

Each accredited business and each entity within its supply chain who arranges for a homeworker to perform work must ensure that the homeworker is receiving the following conditions:

- The appropriate time standard rate for work performed by the homeworker based on the TCF Award hourly rate (minimum skill level 3);
- At least the minimum number of hours per fortnight (~~30 hours~~) as defined by Schedule F of the TCF Award and a maximum workload per fortnight (76 hours);
- The homeworker is not being required to work on a Saturday, Sunday or public holidays, or beyond 7.6 hours in one day, unless they agree to do so and the homeworker receives the appropriate rate of pay under the TCF Award;
- Appropriate workers compensation protection as per the relevant state or federal legislation;
- Appropriate notice and redundancy entitlements as per the TCF Award;
- Appropriate superannuation contributions are being made on the homeworker's behalf in accordance with the TCF Award and federal legislation;
- Appropriate pay slip records containing specified information as per the Fair Work legislation; and
- The standard letter as provided for in Schedule 6.

**d) Non payment of money to outworkers**

If it is shown to the reasonable satisfaction of the accredited business that a homeworker has not been paid by a contractor in accordance with this Agreement, the accredited business must pay the homeworker the amount due, and deduct the payment otherwise due to the contractor, where such payment to the contractor is still outstanding.

**e) Records**

Each accredited business which arranges for a homemaker to perform work on products must satisfy itself that all required records are maintained and are capable of being provided as required by Ethical Clothing Australia.

An accredited business shall, on the request of the TCFUA within 7 days provide the TCFUA all details of the name and address of any homemaker which the accredited manufacturer is using in manufacturing the products.

Where an accredited business uses a contractor to make products the accredited business shall, on the request of the TCFUA within 7 days provide to the TCFUA all details of the name and address of any contractor which the accredited business is using in manufacturing the products.

An accredited business shall, within 7 days of engaging a contractor to arrange for the making of products, ensure that the contractor compiles a list of names and addresses of all homeworkers that the contractor proposes to engage in the making of the products. Upon receiving a request from the TCFUA the accredited business shall ensure that the list is provided to the TCFUA within 7 days.

### **9.5 Breach of Agreement**

Where the TCFUA gives notice to an accredited business that a contractor is in breach of this Agreement, the accredited business shall, within 14 days of the notification, investigate the alleged breach and report its findings to the TCFUA and the Committee.

If the accredited business's report confirms a breach of this Agreement by a contractor, the accredited business shall cease further commercial dealings with that contractor unless and until the contractor has remedied its breach of the Agreement within 14 days.

### **9.6 Precedence of Federal Award**

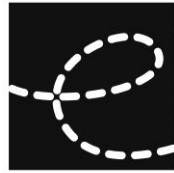
With the exception of clause 9.4(d) of Part 1 of the Code, the Code is intended to reflect requirements of the Award and relevant workplace laws. A party who complies with the Award or workplace law will also have complied with a provision of the Code that is intended to reflect the relevant requirement of the Award or workplace law as in force from time to time.

## **CLAUSE 10 – LICENSING AND USE OF TRADEMARKS**

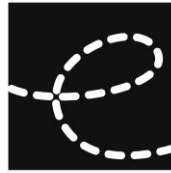
An accredited business is able to display and use the ECA trademark subject to strict licensing conditions. All successful accredited manufacturers wishing to use the ECA trademark are required to sign a Licensing Agreement that covers the use and promotion of Ethical Clothing Australia, Ethical Footwear Australia and Ethical Textiles Australia trademarks. The licensing agreement is also supported by Trademark Usage Guidelines for accredited brands. The guidelines cover both the products the Ethical Clothing Australia trademark can be used on, and how the trademark can be displayed.

The Committee shall register and maintain whatever trademarks, logos or other identification items ("**Accreditation Marks**") it deems appropriate to promote compliance with the Award and this Agreement (see examples below).

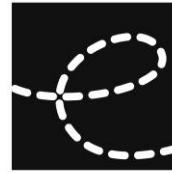
### **Trade Mark**



ethical  
clothing  
AUSTRALIA



ethical  
textiles  
AUSTRALIA



ethical  
footwear  
AUSTRALIA

#### **CLAUSE 11 – ACCREDITATION FEES**

A business seeking accreditation or re-accreditation under this Agreement is required to pay an annual accreditation fee as determined by the Committee.

#### **CLAUSE 12 - EDUCATION, PUBLICITY AND COMPLIANCE FUND**

Contributions shall be made to this Fund by the parties to this Agreement on the following basis:

- Contributions in kind by the TCFUA, NSW Business Chamber & AIG
- Contributions from retailers and manufacturers, through payment for accreditation and licenses
- Financial assistance from State and Commonwealth Governments

All parties agree that they will make representations to State & Federal Government for funds to be provided to assist in activities associated with this Agreement.

Any direct funds shall be allocated on the following priority basis:

- To the TCFUA for compliance activities;
- Towards education and publicity activities;
- Towards the development of accreditation tools and resources;
- other Homeworker Code Committee Inc. costs

Education and Publicity activities supported by this Fund will be for the purposes of educating homeworkers, contractors, manufacturers, retailers and the wider community about the operation and purposes of this Agreement.

#### **CLAUSE 13 - RECORDS TO BE KEPT**

- a) Any records required to be kept under this Agreement shall be preserved, by accredited manufacturers and their contractors, for a period of 6 years.
- a) The TCFUA may inspect any records required to be maintained under this Agreement.
- b) The TCFUA shall be given copies, if requested, of any records required to be kept under this Agreement.
- c) ECA retains all records required to be kept under this Agreement

[CLAUSE 14 – DISPUTE RESOLUTION PROCESS \(To be added\)](#)

**CLAUSE ~~12-15~~ - AMENDMENT**

This Agreement may be amended by agreement of all the parties to it.

**SIGNATORIES**

TCFUA

AiGroup

NSW ~~Business Chamber~~BC

Individual Companies

**PART 2 – SIGNATORIES**

The individual company that has agreed to be a signatory to this Agreement.

**SIGNATORIES**

Signed by

.....  
on behalf of the Textile, Clothing and Footwear Union of Australia

Name .....

Position .....

Date .....

Signed by

.....  
on behalf of

Name .....

Company Name .....

Position .....

Date .....

## **SCHEDULES**

Schedules attached to Part 1 of the Code of Practice include the statutory declarations, contract between accredited businesses and contractors and letter to homeworkers as all requirements to be fulfilled by signatories as part of becoming accredited to the Code of Practice. The schedules are integral to the content and workings of Part 1 of the Code of Practice.

## SCHEDULE 1

### Statutory Declaration for Manufacturers Who Do Not Give Out Work to Contractors or Homeworkers

#### STATUTORY DECLARATION

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

..... [ABN of company or business] ..... [ACN of company or business, if applicable]

I do not give any work outside my premises to contractors and or homeworkers. This company exclusively engages employees based at our factory premises to perform work or arrange the performance of work

Should I begin to contract any work out to contractors or homeworkers:

- I will complete the Statutory Declaration as set out in *Schedule 2* and/or *Schedule 4* from the Code of Practice and notify Ethical Clothing Australia of this change within 7 days.
- I will require the Statutory Declaration forms provided to me to be completed by each contractor and notify Ethical Clothing Australia of this change within 7 days.
- I will co-sign the *Schedule 3* Contract between Accredited Business and Contractor of the Code of Practice.
- I will make the Statutory Declaration completed by each contractor available for inspection on written request by the TCFUA.



- All new contractors from this day on will be supplied with and asked to fill in a relevant Statutory Declaration (*Schedule 1, 2; or Schedule 5*), and co-sign the Schedule 3 Contract between Accredited Business and Contractor. Copies of these will be forwarded to Ethical Clothing Australia and made available for inspection on written request by the TCFUA.
- I will have Work Agreements and Work Records completed and co-signed with each Contractor and Homeworker

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for making of false statements in Statutory Declarations, conscientiously believing the statements made in this declaration to be true in every particular.

.....  
 [Signature of person making the Declaration]

Declared at ..... in the State of .....  
*(name of city or town)*

on this ..... day of ..... in the year 20.....  
*(numeric date)* (month)

Before me .....  
 [Signature of Witness]

.....  
 [Name of Witness]

.....  
 [Title of Witness]

## SCHEDULE 2

### Statutory Declaration for Manufacturers Who Give Work Out to Contractors

#### STATUTORY DECLARATION

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

..... [ABN of company or business] ..... [ACN of company or business, if applicable]

I have put in place with every contractor this company engages either to perform work or arrange the performance of work, a Work Agreement and Work Record, and have co-signed the Schedule 3 Contract between Accredited Business and Contractor.

Each of the contractors who supply our company with goods has completed a relevant Statutory Declaration (*Schedule 1, Schedule 2 or Schedule 5*) of the Code of Practice

The Statutory Declaration completed by each contractor has been provided to me and are available for inspection on written request by the TCFUA within 7 days.

All new contractors from this day on will be supplied with and asked to fill in a relevant Statutory Declaration (*Schedule 1, Schedule 2 or Schedule 5*) of the Code of Practice and a copy will be forwarded to Ethical Clothing Australia and made available for inspection on written request by the TCFUA.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for making of false statements in Statutory Declarations, conscientiously believing the statements made in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....  
(name of city or town)

on this ..... day of ..... in the year 20.....  
(numeric date) (month)

Before me .....  
[Signature of Witness]

.....  
[Name of Witness]

.....  
[Title of Witness]

## SCHEDULE 2 – Attachment 1

(List all of the contractors that your business gives work out to)

Name	Address	Date of Contract	Contact Person	Phone Number
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
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.....	.....	.....	.....	.....

*(If there is insufficient space to list all makers please photocopy this sheet)*

### SCHEDULE 3

#### Contract Between an Accredited Business and Contractor

- It is a term of this Contract that any contractor must act in accordance with, observe and do nothing to undermine the Code of Practice Agreement between the TCFUA, and

.....\*

- It is a term of this Contract that any textile, clothing and footwear workers employed to perform work referred to in this Agreement shall be covered by the provisions of the agreement between the TCFUA and

.....

- The Contractor must, in addition to their obligations under the Agreement, make and retain for not less than 6 years and make available for inspection by the TCFUA and/or

.....

at times reasonably required by the TCFUA and/or a person authorised by

.....

the records specified in the Attachment of the Agreement.

- If a Contractor breaches any provisions of the Agreement,

.....

shall cease further commercial dealings with the Contractor unless and until the Contractor has fully remedied the breach of the Agreement within 14 days.

- If it is shown to the reasonable satisfaction of

.....

that a worker has not been paid in accordance with this Contract,

.....

must pay that worker the amount due and deduct that amount from the payment otherwise due to the Contractor where such payment to the Contractor is still outstanding.

- In observing its obligations under the Contract, the Contractor must observe the relevant provisions of relevant state or federal legislation and the TCF Award.

\* *Insert name of applicant business on dotted line throughout Contract*

Name ..... Name .....

Company ..... Company .....  
*(Accredited Business)* *(Contractor)*

Signature: ..... Signature .....

Date ..... Date .....

## SCHEDULE 4

### Statutory Declaration for Accredited Business Who Give Work Directly to Homeworkers

#### STATUTORY DECLARATION

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

..... [ABN of company or business] ..... [ACN of company or business, if applicable]

I supply work directly to homeworkers.

I have read and understood the contents of the "Code of Practice" Agreement between the Textile Clothing and Footwear Union and my business

..... dated .....

I have completed and co-signed a Work Agreement and Work Record with each homeworker.

I have paid all homeworkers I employ (doing the work referred to above) their legal wages and provided their legal entitlements according to the TCF Award and relevant legislation.

I will hereafter provide to each of these homeworkers, (referred to above) the minimum fortnightly workload defined in Clause 9 of the 'Code of Practice' and in the TCF Award.

I have ensured that each of these homeworkers is fully insured for workers compensation insurance in accordance with the requirements of the relevant Workers Compensation Act.

I have paid to the relevant superannuation fund superannuation contributions on behalf of each of these homeworkers with the requirements of the TCF Award and federal superannuation legislation.

I have kept the following (in regard to each of these outworkers) records in accordance with the TCF Award and the "Code of Practice": Work records, Work Agreements, Wages records, Workers Compensation and Superannuation fund evidence. I will provide these records to the TCFUA in accordance with Clause 9 of the "TCF Code of Practice."

I have only terminated the services of any of these homeworkers after providing to them the appropriate written notice upon termination in accordance with the requirements of the TCF Award, ~~or appropriate award~~ and the Fairwork Act (2009).

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for the making of false statements in Statutory Declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....  
(name of city or town)

on this ..... day of ..... in the year 20.....  
(numeric date) (month)

Before me .....  
[Signature of Witness]

.....  
[Name of Witness]

.....  
[Title of Witness]



**SCHEDULE 4 – Attachment 1**

(List all of the outworkers that your company gives work out to)

Name	Address	Date of Contract	Contact Person	Phone Number
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.....	.....	.....	.....	.....
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*(If there is insufficient space to list all makers please photocopy this sheet)*

## SCHEDULE 5

### Statutory Declaration for Contractors Who Receive Work from another Business and then Supplies Work to Outworkers

#### STATUTORY DECLARATION

I .....  
[full name]

of .....  
[address]

do solemnly and sincerely declare as follows:

I am the ..... of .....  
[position] [name of company or business]

.....  
[address of company or business]

..... [ABN of company or business] ..... [ACN of company or business, if applicable]

I have received work from .....  
[insert accredited businesses name]

These Orders will be given to homeworkers to complete.

I have read and examined the contents of the "Code of Practice" Agreement between the Textile Clothing and Footwear Union of Australia and

..... dated .....

I will hereafter pay each of these homeworkers (doing the work referred to above) their legal wages and entitlements according to the TCF Award and the "Code of Practice",

I will hereafter provide to each of these homeworkers, (referred to above) the minimum fortnightly workload defined in Clause 9 of the 'Code of Practice' and in the TCF Award.

I will hereafter ensure that each of these homeworkers is fully insured for workers compensation insurance in accordance with the requirements of the relevant workers compensation legislation.

I will hereafter pay to the relevant superannuation fund superannuation contributions on behalf of each of these homeworkers with the requirements of the TCF Award and federal superannuation legislation.

I will hereafter keep (in regard to each of these homeworkers) records in accordance with the TCF Award and Clause 9 of the "Code of Practice": Work Records, Work Agreements, Wages Records, Workers Compensation and Superannuation fund evidence. I will provide these records to the TCFUA when requested.

I have only terminated the services of any of these homeworkers after providing to them the appropriate written notice upon termination in accordance with the requirements of the TCF Award, or appropriate award.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 (Cth) and subject to the penalties provided by that Act for the making of false statements in Statutory Declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

.....  
[Signature of person making the Declaration]

.....  
[Signature of person making the Declaration]

Declared at ..... in the State of .....  
*(name of city or town)*

on this ..... day of ..... in the year 20.....  
*(numeric date)* *(month)*

Before me .....  
[Signature of Witness]

.....  
[Name of Witness]

.....  
[Title of Witness]

**SCHEDULE 5 – Attachment 1**

(List all of the outworkers that your company gives work out to)

Name	Address	Date of Contract	Contact Person	Phone Number
.....	.....	.....	.....	.....
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*(If there is insufficient space to list all makers please photocopy this sheet)*

## SCHEDULE 6

### Letter to Homeworker

Dear Homeworker

A landmark Agreement has been reached between the Textile Clothing and Footwear Union of Australia (TCFUA) and your employer that is designed to eliminate the exploitation of homeworkers in the fashion industry.

This Agreement was achieved through your employer working cooperatively with the union to develop a framework that will ensure you receive your appropriate award entitlements and enjoy the legislative protection of workers compensation coverage and superannuation contributions.

Your employer considers that the Agreement is an important initiative and welcomes the Union's positive approach in working towards a lasting solution to end exploitation.

The Textile Clothing and Footwear Union of Australia (TCFUA) is the union which represents homeworkers in this industry.

Should you wish to join the TCFUA, an application form for membership is attached for your convenience.

As your employer, I support the TCFUA and you joining that union and you will not be discriminated against if you do so.

The Agreement is presently being implemented. You will soon receive information on how its operation will benefit you.

Yours sincerely



## **Revised Homeworkers Code of Practice**

### **Part 2 (Retailers)**

#### **AGREEMENT** between

The Textile Clothing and Footwear Union of Australia (TCFUA), and

The Australian Chamber of Manufacturers Industry Group (AiGroup), and

The New South Wales Business Chamber, and

The Australian Retailers Association (ARA)

#### **PARTIES**

The TCFUA

The AiGroup

The NSW Business Chamber

The ARA

Individual companies who are signatories to this Agreement

# HOMeworkERS CODE OF PRACTICE

## PART 2 – RETAILERS

### AGREEMENT

Between                   TEXTILE, CLOTHING AND FOOTWEAR UNION OF AUSTRALIA  
                                  ("the TCFUA")

and                         THE AUSTRALIAN RETAILERS ASSOCIATION  
                                  ("the ARA")

RETAILER SIGNEE .....

### RECITALS

- A. For the benefit of its members and other workers in the textile, clothing & footwear industry, the TCFUA wishes to ensure that employees and contractors to Suppliers are engaged upon terms and conditions no less favourable than those contained in either the Federal Award or the relevant State Award.
- B. The ARA endorses the objective of the TCFUA set out in Recital A and has agreed to assist the TCFUA to achieve this objective by undertaking the obligations contained in this Agreement.
- C. The TCFUA has agreed to assist the ARA by providing it regularly with information and advice relating to the Federal Award and the relevant State Award and their operation.
- D. The TCFUA has agreed to publicly acknowledge that while the ARA observes the conditions of this Agreement it will be acknowledged by the TCFUA as an Outwork Best Practice Organisation.

### AGREEMENT

#### CLAUSE 1 – DEFINITIONS

In this Agreement including the Recitals:

"**Contract**" means a contract between the Retailer and a Supplier for the supply or manufacture of Goods for resale by the Retailer.

"**Exploitation**" occurs where a Supplier breaches the Federal Award or State Award or an award of an industrial tribunal or legislation in respect of the engagement of its employees and/or contractors, and such breach involves either a failure by the Supplier to comply with award obligations binding upon the Supplier to register or provide lists for notification of contracts or keep records or else (in relation to any other type of breach by the Supplier) such breach is, in all the circumstances, detrimental to those employees and contractors.

"**Federal Award**" means the Textile, Clothing, Footwear and Associated Industries Award 2010 as amended from time to time, or any award replacing that Award.

"**Goods**" means the whole, or part of:  
any garment; or  
any article of wearing apparel; or  
any article of footwear; or  
any textile product

- ~~(a) the whole or any part of any male or female garment or of any article of wearing apparel including articles of neckwear and headwear, and~~
- ~~(b) handkerchief, serviette, pillowslip, pillowsham, sheets, tablecloth, towel, quilt, apron, mosquito net, bed valance, or bed curtain, and~~
- ~~(c) ornamentations made of textiles, felts or similar fabrics, and artificial flowers.~~

**"Records"** means the documents referred to in clause 3.1.

**"Retailer"** means any retailer business which is a member of the ARA.

**"State Award"** means the relevant state industrial instrument eg. Clothing Trades (State) Consolidated Award (New South Wales) or equivalent in a state jurisdiction.

**"Supplier"** means a person, company or organisation which agrees with the Retailer to supply or manufacture or arrange the manufacture within Australia of Goods or part of Goods for resale by the Retailer under a Contract.

## **CLAUSE 2 – TERM**

This agreement shall operate from the date of the Agreement and continue until terminated under clause 9.

## **CLAUSE 3 – RECORDS**

- 3.1
- a) Each Retailer must retain for not less than 12 months full details of all Contracts entered into with Suppliers.
  - b) Each Retailer must make available to the TCFUA for up to six years after they were created, those records which the Retailer is required to keep pursuant to legislation such as taxation law and corporations law and which pertain to the manufacture or supply of Goods to the Retailer by a Supplier.
  - c) In order to ensure that employees and contractors involved in the supply or manufacture of Goods are engaged upon terms and conditions no less favourable than those contained in either the Federal Award or the relevant State Award:
    - i) the TCFUA may reasonably request each Retailer to obtain any of the records or other information held by each Supplier of that Retailer in accordance with subclauses 4.3(c) or 4.3(d) of this Agreement, and
    - ii) within five (5) days of such request, the Retailer will require the Supplier to make available to the Retailer such records and other information which have been requested by the TCFUA, and
    - iii) the Retailer will make available to the TCFUA any such records and other information as soon as they have been provided by the supplier to the Retailer.
- 3.2 The Records required to be kept under Clause 3.1(a) must contain the following:
- a) the name of the Supplier
  - b) the address of the Supplier
  - c) the date of the Contract



- d) the date for the delivery of the goods to be made under the Contract
- e) the number of Goods to be made
- f) the relevant standard product specification for that garment contained in sub-clauses (f) (i), (ii) and (iii) of this clause:
  - (i) the wholesale price or cost paid by the Retailer for each item of Goods to be made, and
  - (ii) the total wholesale price or cost paid by the Retailer for the Goods under the Contract, and
  - (iii) a description, including size, style, image or sketch drawing and any other relevant information in order to identify the Goods to be made.

3.3 Each Retailer must:

- a) make the Records immediately available to a person properly authorised in writing by the TCFUA, after that person has given reasonable notice to the Retailer of a request for access to the Records, and
- b) allow the TCFUA to make appropriate copies of the Records as reasonably required by the TCFUA.

**CLAUSE 4 – OBLIGATIONS OF EACH RETAILER**

4.1 Each Retailer must send to [Ethical Clothing Australia and a copy to the National Secretary of the TCFUA \(National Office\)](#) the name and address of each Supplier contained in the Records as follows –

- (a) a full list of the Retailer’s current Suppliers within 14 days of the signing of this Agreement, and
- (b) a full list of the Retailer’s Suppliers over the preceding six months within 14 days of 28 February and 31 August in each year.

4.2 Each Retailer agrees to inform all its Suppliers of the existence of this Agreement by taking the following action:

- (a) The Retailer will forward a copy of this Agreement to all its existing Suppliers immediately following signing, and
- (b) The Retailer will provide a copy of this Agreement to any new Suppliers with whom it contracts following the signing of this Agreement, and
- (c) The Retailer agrees to advise all Suppliers that, as part of the implementation of this Agreement, the TCFUA will be making regular visits to those establishments operated by the Supplier.

4.3 Each Retailer agrees to use its best endeavours to amend the standard terms and conditions of trading entered into with its Suppliers so that each Contract already entered into with a Supplier prior to the signing of this Agreement contains the further following obligations on the Supplier:

- (a) the Supplier must undertake to comply with all applicable laws and regulations relating to the manufacture of the Goods, and
  - (b) the Supplier must warrant that it is registered pursuant to the Federal Award and the State Award for the purposes of sub-contracting out any work associated with the manufacture of the Goods, and
  - (c) the Supplier undertakes to keep appropriate records of where and with whom the Supplier has further contracted the work to be performed under the Contract between the Retailer and the Supplier, and
  - (d) the Supplier must retain for at least 12 months after the Contract is entered into the Supplier's product specification for each garment supplied or manufactured by the Supplier for the Retailer pursuant to that Contract, and
  - (e) the Supplier must make available to the Retailer those records and product specifications referred to in subclauses (c) and (d) above, within five days of such a request being made by the Retailer, and
  - (f) the Supplier must acknowledge the existence of this Agreement and further acknowledge that the Retailer has entered into this Agreement which provides that the Retailer may either terminate a Contract with that Supplier (where legally possible) or refuse to enter into any future Contract with that Supplier in the event that an incident of Exploitation has been proved to exist during the course of the supply or manufacture of the Goods by that Supplier.
- 4.4 Each Retailer agrees to amend the standard terms and conditions of trading entered into with its Suppliers so that each future contract entered into with a Supplier on or after the date of the signing of this Agreement contains each of the obligations listed above in Clause 4.3(a) to (f) inclusive of this Agreement.
- 4.5 Each Retailer agrees to appoint a liaison officer for the purpose of handling all enquiries or allegations validly raised by the TCFUA for the purposes of this Agreement.
- 4.6 The name of the liaison officer (or officers if more than one) appointed by each Retailer must be provided by the Retailer to the TCFUA on the signing of this Agreement. Any changes to the liaison officer must be advised to the TCFUA by the Retailer.
- 4.7 If any Retailer becomes aware that a Supplier has been or may be, or is using the services of sub-suppliers or contractors or sub-contractors who have been or may be engaging in Exploitation, then the Retailer agrees to immediately inform the TCFUA of this fact.
- 4.8 Each Retailer will enter into a separate Deed of Agreement with the TCFUA whereby the provisions of that separate Deed of Agreement will mirror the obligations upon each Retailer contained in Clause 1 to Clause 10.2 of this agreement.

#### **CLAUSE 5 – OBLIGATIONS OF THE TCFUA**

The TCFUA must:

- ~~(a) provide the ARA with a current copy of the Federal Award and the relevant State Award and promptly provide the ARA with any variations to those Awards, and~~
- a) ~~(b)~~ provide reasonable assistance to each Retailer in interpreting the provisions of the Federal Award or the relevant State Award, and

- b) ~~(e)~~ promptly inform each Retailer in writing of any Exploitation or suspected Exploitation of which the TCFUA becomes aware and provide the Retailer with any material it has which supports the allegation, and
- c) ~~(d)~~ upon request promptly meet with the Retailer concerned to consider any matter arising out of this Agreement, and
- d) ~~(e)~~ keep confidential the copy Records made available to it by any Retailer and not disclose their contents to any other person, company or organisation except to the Supplier specified in the Records or as required by law or in enforcement proceedings in a court or in industrial dispute resolution proceedings in an industrial tribunal without the written consent of the Retailer.

## **CLAUSE 6 – CONDUCT IN THE EVENT OF ALLEGED EXPLOITATION**

- 6.1 If the TCFUA has notified any Retailer that it believes a Supplier to that Retailer is engaging in Exploitation then the Retailer agrees to immediately investigate the claims made by the TCFUA and further agrees that it will within 14 days (or such other period of time as is mutually agreed) of receipt of the notice either advise the TCFUA as follows:
- (a) that the Retailer believes that Exploitation has occurred, or
  - (b) that the Retailer believes that Exploitation has not occurred, or
  - (c) that the Retailer has not been provided with sufficient information to formulate a belief as to whether or not either Exploitation has occurred, and in such event, the Retailer must request such further evidence as is reasonable from the TCFUA to enable a belief to be formulated.
- 6.2 If any Retailer believes that Exploitation has occurred, the Retailer agrees that it will take all action reasonably required by the TCFUA to remedy the Exploitation or achieve such other outcome acceptable to both parties ("Agreed Outcome") within not more than 14 days (or such other period of time as is mutually agreed) of that requirement by the TCFUA.
- 6.3 If a Supplier fails to comply with a requirement of any Retailer to remedy the Exploitation or submit to an Agreed Outcome, the Retailer must:
- (a) in relation to any Contract already entered into before the signing of this Agreement, if legally possible and without the Retailer incurring any legal liability, terminate the relevant Contract consistent with its terms and conditions, and
  - (b) in relation to any future Contract entered into on or after the date of the signing of this Agreement, terminate the relevant Contract consistent with its terms and conditions (if reasonably required by the TCFUA), and
  - (c) not enter into any further Contract with that Supplier until the Retailer and the TCFUA agree that the Exploitation has been remedied.
- 6.4 If any Retailer advises the TCFUA that it does not believe that Exploitation by a Supplier has occurred and the TCFUA continues to assert that Exploitation has in fact occurred, then this issue must be mediated pursuant to clause 7 of this Agreement.

## **CLAUSE 7 – DISPUTE RESOLUTION**

- 7.1. It is the intention of the parties that they should co-operate with the other in good faith to resolve any differences arising under this Agreement. In order to achieve this objective the dispute settlement procedure under this clause 7 is agreed to.

- 7.2 The parties must meet to consider any issue if:
- (i) either party considers the obligations of the other party under this Agreement are not being performed, and the other party disagrees,
  - (ii) the TCFUA considers that Exploitation is occurring and any Retailer disagrees, or
  - (iii) the TCFUA believes that any Retailer has not acted reasonably in continuing to contract with the Supplier pursuant to Clause 6.3(b) of this Agreement.
- 7.3 (a) If agreement on any issue referred to in clause 7.2 cannot be reached or a party (or any Retailer) refuses to observe its obligations under this Agreement, the parties must enter into mediation to be conducted by ~~the Chairperson of an Ethical Clothing Trades Council or by~~ an independent mediator as agreed by both parties.
- (b) the parties must each pay half the costs of the mediation, and
  - (c) the mediation must be held and completed promptly.

#### **CLAUSE 8 – ACCREDITATION MARKS**

The ARA acknowledges that the Homeworker Code Committee Inc. registers and maintains trade marks, logos and other labels, including the Ethical Clothing Australia label, (jointly called the “Identification Marks”) to promote compliance. Where any Goods have been provided to any Retailer pursuant to a Contract between the Retailer and a Supplier, the Retailer will not discourage that Supplier from attaching a label or a swing ticket to those Goods which incorporates any of the Identification Marks.

#### **CLAUSE 9 – TERMINATION**

Either party may terminate this Agreement:

- (a) upon no less than 3 months written notice to the other,
- (b) forthwith if the other party refuses to mediate in good faith as detailed in clause 7, or
- (c) upon the giving of 7 days notice where the other party has committed a breach of this Agreement and that breach has not been rectified within the 7 day notice period.

#### **CLAUSE 10 – ENTIRE AGREEMENT / FUTURE VARIATION**

- 10.1 This represents the entire agreement between the parties on the matters referred to in the Recitals.
- 10.2 The parties agree that should this Agreement prove incapable of achieving its objective, then the parties will negotiate in good faith to effect an appropriate variation to its terms.
- 10.3 Within twelve (12) months of the signing of this Agreement, the parties will review the operation of this Agreement.

Signed for and on behalf of the )  
Textile Clothing and Footwear )  
Union of Australia )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

.....  
Signature of witness

.....  
Name of authorised officer

.....  
Name of witness (print)

.....  
Office held

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Signed for and on behalf of the )  
Australian Retailers Association )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

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Signature of witness

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Name of authorised officer

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Name of witness (print)

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Office held

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Signed for and on behalf of )  
The Retailer )  
By an authorised officer in the )  
Presence of )

.....  
Signature of authorised officer

.....  
Signature of witness

.....  
Name of authorised officer

.....  
Name of witness (print)

.....  
Office held

LIST OF SUPPLIERS TO BE COMPLETED BY RETAIL SIGNATORIES TO THE **NATIONAL RETAILERS ETHICAL CLOTHING CODE OF PRACTICE**

Name of Retail Signatory ..... Date .....

Name of person who completed this form ..... Position/title within company .....

Address .....

Phone ..... Email .....

Name of Supplier	Address	Contact person/s	Phone and email address	State	Does supplier give any work to sub-contractors? (Y/N)	If company does give work out, please provide its BOR Number <sup>1</sup>

**A full list of the Retailer’s Suppliers over the preceding six months is due within 14 days of 28 February and 31 August in each year.**

Send the completed suppliers list to: [info@ethicalclothingaustralia.org.au](mailto:info@ethicalclothingaustralia.org.au) or fax (03) 8415 0818

And CC: [TCFUA National Secretary, nationaloffice@tcfvic.org.au](mailto:nationaloffice@tcfvic.org.au) or fax (03) 9639 2944

<sup>1</sup> Registration with Fair Work Australia’s Board of Reference (BOR) is a mandatory legal requirement for any textile, clothing or footwear business that is outsourcing manufacturing or production away from their own premises. Registered businesses are issued a BOR number and must provide lists of their suppliers to the Board on a quarterly basis.