HOUSE OF FRASER

Brand Partner Supplier Manual

November 2016

This Manual contains details of House of Fraser's policies with regards to its Brand Partners.

Brand Partners must familiarise themselves with the contents of this Manual and ensure that its contents are passed to all relevant parties in their organisations.

This manual replaces all previous versions of the Brand Partner Manual.

<u>House of Fraser – Brand Partner Supplier Manual</u>

- 1. Opening a Brand Partner
- 2. Brand Partner Procedures
- 3. Distribution via NDC
- 4. Direct to Store Deliveries
- 5. Responsible Sourcing Policy
- 6. Modern Slavery Act
- 7. Contact Details

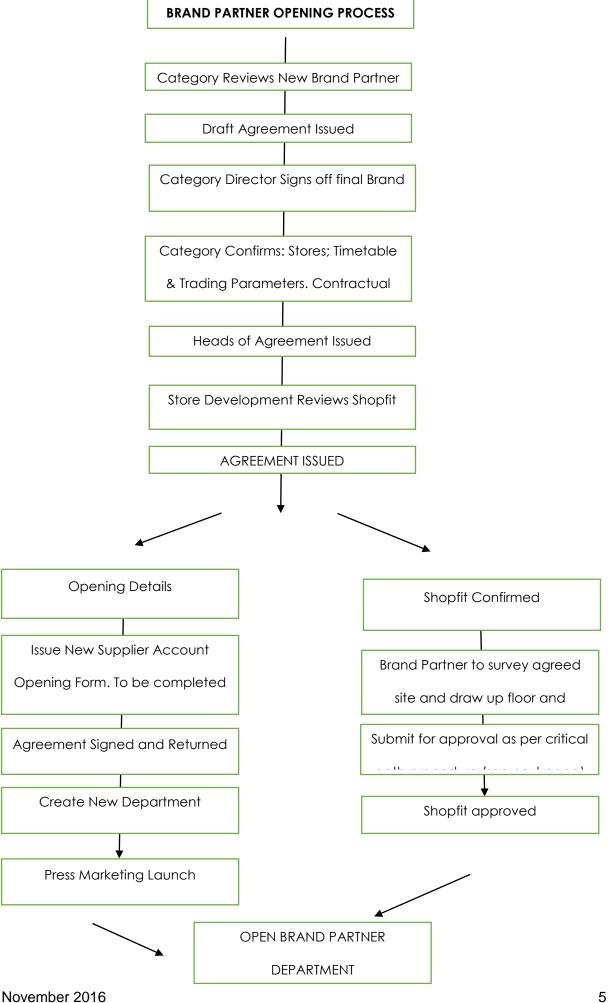
1. Opening a Brand Partner

1.1 Opening Process

The procedures to open a Brand Partner Department within House of Fraser are summarised below, and illustrated on the flow chart on page 4 (Brand Partners Opening Process).

A. New Brand Partner

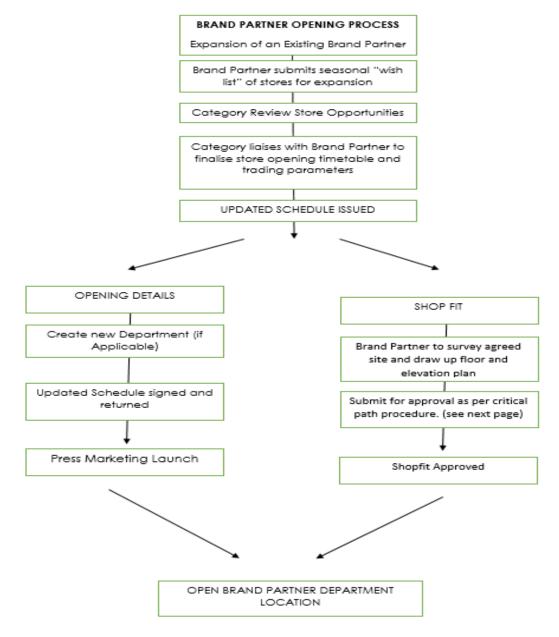
- **A.1** The Brand Partner presents the full collection to the House of Fraser Category, detailing price architecture, product mix and Brand profile.
- **A.2** The Category views the collection and reviews the suitability of the collection to House of Fraser's portfolio.
- **A.2** A Draft Agreement is issued by House of Fraser's External Business Controls department ('EBC').
- **A.3** The Brand Partner confirms acceptance of the House of Fraser Agreement in principle. The Category then finalises the opening stores and timetable, the trading parameters, and the contractual agreement.
- **A.4** The final proposal, together with a capsule collection, is presented for sign-off by the Category Director.
- **A.5** Having agreed the final proposal, a Heads of Agreement is issued by EBC and must be returned signed by the Brand Partner to move the process forward.
- **A.6** The Category refers the Brand Partner to House of Fraser's StoreDevelopment Department upon the return of the Heads of Agreement, to review the shopfit proposal and layout plans.
- **A.7** The Agreement is issued by EBC. The Agreement <u>must</u> be signed and returned by the Brand Partner prior to opening and within seven working days of issue.
- **A.8** The Shopfit plans progress through to opening of the new Brand Partner Department as outlined in section 1.2 by the Store Development Department.
- **A.9** EBC issues a New Supplier Account opening form, in order to set up a supplier specific account number to facilitate payment. This must be returned at least 14 days prior to commencement of trade.
- **A.10** EBC issues a supplier specific department number.
- **A.11** The Brand Partner is responsible for the press and marketing support for the new opening, which must be presented to House of Fraser's Marketing Department for approval.



November 2016

B. Expansion of an Existing Brand Partner

- **B.1** The Brand Partner submits a "wish list" of stores for seasonal planning meetings.
- **B.2** The Category reviews store opportunities at seasonal planning meeting and advises Brand Partner of proposed expansion.
- **B.3** Category liaises with Brand Partner to finalise the store openings, timetable, and trading parameters.
- **B.4** An updated schedule to the Agreement is issued by EBC. This must be signed and returned by the Brand Partner prior to opening.
- **B.5** The Shopfit progresses through to the opening of the new Brand Partner Department as outlined in Section 1.2.
- **B.6** EBC ensures the Brand Partner department number is usable in time for the new store opening.
- **B.7** The Brand Partner is responsible for the press and marketing support for the new opening, which must be presented to House of Fraser's Marketing Department for approval.



1.2 **Shop Fit Process**

1.2.1 Shop Fit Process Objective

The House of Fraser shopfit procedure is in place to ensure that shop-fits allow projection of brand personality within the overall context of a House of Fraser Store. It also ensures that all enabling works and services can be actioned in a timely and safe fashion.

1.2.2 Shop Fit Procedure

The House of Fraser Shopfit Process is controlled by our Store Development Department ('SDD').

Space and Location Agreement – The Category will agree the Stores and the space available within Stores with the Brand Partner. This is to be captured on a House of Fraser Block Plan and a Shopfit and Location Agreement Form.

Shopfit Briefing – SDD will brief the Brand Partner on the shop-fitting process and the layout criteria required by House of Fraser once the Shopfit and Location Agreement Form has been completed with the Category and passed to SDD.

Visual Concept Approval – The overall look of a Brand Partner Shopfit needs to be approved by the Category. SDD will manage this process on behalf of the Brand Partner. The Brand Partners needs to provide SDD with the following information on an A1 board:

- Shopfit Images;
- Finish Swatches; and
- Branding

Individual Shopfit Approval – Following the Visual Concept Approval the Brand Partner needs to complete a survey at each site and is required to issue plans for each Store site for review and approval by SDD. The following information is required.

- Scale Plan and Elevations; and
- Photographs of Site taken when the Survey is completed.

Failure by the Brand Partner to provide the requested information will delay approval and therefore opening dates. House of Fraser reserves the right to request changes to proposals where they do not meet the criteria laid out in the Shopfit Briefing.

Shopfit Approval – Approval is communicated in a letter from SDD. This includes contact details for the Store to allow the Brand Partner to arrange shop-fitting dates with the Store.

Full details of each stage of the process and requirements will be given in the Shopfit Briefing by SDD.

1.3 <u>Brand Partner Trading Agreement</u>

All Brand Partners will be required to sign a standard Brand Partner Agreement. A signed Agreement must be in place prior to commencement of trade with House of Fraser.

2. Brand Partner Procedures

2.1 <u>Customer Service Policy</u>

2.1.1 Purpose

House of Fraser and its associated stores is passionate that all staff and managers deliver a high level of customer service at all times and operates a Customer Service Policy to provide all employees, Brand Partner employees and consultants with clear knowledge of what is expected. By following the Policy and consistently delivering service excellence it will support House of Fraser in becoming UK & Ireland's No 1 premium department store.

2.1.2. Principles

All information contained within the Policy aims to ensure a safe and enjoyable shopping environment for all customers at all times. Customers are our number one priority and therefore complete adherence to the Policy is essential.

In the event of a breach or deviation by a Brand Partner employee, and after the matter has been discussed with the individual, the breach may be advised to the employing Brand Partner, where action can be taken under that Brand Partner's disciplinary policy.

2.1.3 Procedure

2.1.3.1 The Company Sales Process

House of Fraser operates a four stage sales process for all employees to provide a basic structure when selling. The Sales Process offers an essential guide to assist store-based staff to consistently achieve high service standards. Please contact the HR advisor in store for more details.

2.1.3.2 Mystery Shopping Programme

Customer service standards are regularly measured through Mystery Shopping. The Mystery Shopping programme assesses employees on the level of customer service provided. Guidelines are available to assist all employees to consistently achieve the required standards. These can be obtained from a member of the store management team and all Brand Partners should be familiar with the requirements, which need to be implemented.

House of Fraser is committed to delivering high levels of customer service and where this is achieved; a 100% Mystery Shopping result is likely to be rewarded.

2.1.3.3 Demonstrating Service Standard and Professional Behaviour

All staff and managers must be passionate about making sure every customer leaves the store a delighted customer. House of Fraser wants all customers to be greeted by staff and managers who are attentive, knowledgeable and enthusiastic.

Brand Partner Managers are expected to be ambassadors in customer service and therefore are expected to demonstrate role model behaviour to their staff.

It is important that all staff and managers act professionally and display positive body language at all times. It is expected that all staff are courteous and helpful

to customers and colleagues at all times. Poor customer service and inappropriate behaviour / conduct will not be tolerated.

Outlined below are examples of the type of staff behaviour House of Fraser finds unacceptable (this list is not exhaustive):

- Eating, including sweets and chewing gum, on the shop floor of any customer designated area;
- Ignoring customers whilst carrying out other non-customer focused tasks;
- Neglecting customers by not acknowledging or approaching them;
- Standing around in groups and talking on the shop floor, especially around till points;
- Chatting with colleagues whilst serving customers at a till point;
- Making or receiving personal calls on the shop floor;
- Entertaining friends and relatives on the shop floor;
- Shouting across the shop floor to colleagues;
- Negative or discourteous body language such as slouching over fixtures, arms folded, appearing disinterested;
- Inappropriate conduct which includes making a customer feel uncomfortable or intimidated; or
- Staff leaving their department unattended without good reason.

2.1.3.4 Productivity Levels and Recognition Store Card Recruitment

All selling staff and managers are required to achieve their Productivity and Recognition Store Card targets that are agreed with their Line Managers. These targets are set to ensure that all selling staff and managers are maximising every sales opportunity and providing all customers excellent customer service by offering add on sales.

2.1.3.5 Recognition / Support

House of Fraser is committed to providing all staff with support and development opportunities. Managers will observe and coach their teams and in turn will praise and recognise hard work and commitment. The Company offers various training and development opportunities which include product training, selling skills, online learning and SASH (Sales and Service Help).

2.1.3.6 Order in Store (OiS)

House of Fraser is a multi-channel retailer and as such would expect all Brand Partners to encourage customers to use the Order in Store terminals when a particular product is not available in store but is available on the House of Fraser Web store.

2.2 Returns Policy

House of Fraser has recognised the need for a clear Returns Policy and an awareness of the policy for both customers and staff.

The Returns Policy noted below is clearly displayed at every till point in store.

"At House of Fraser, we want you to be delighted with every purchase you make. However, it is important that you retain your receipt. Please note that if you have made a purchase from a House of Fraser Outlet store, you can only return products for a refund or exchange to any other Outlet store.

If you change your mind, simply return your purchase in its original condition (including the packaging where it forms part of the goods, for example boxed items), with the receipt or a satisfactory proof of purchase within 14 days and we will refund you in full via the original payment method used or if you return your purchase after this period but within 28 days, you may exchange the item for other merchandise or a House of Fraser Gift Card to the value of the item.

For hygiene reasons we are unable to give refunds or exchanges on pierced earrings.

The following items can only be returned within the terms of our returns policy providing it is in its original condition (including the packaging where it forms part of the goods, for example boxed items) and for hygiene or safety reasons have not been worn, opened, used and any seals on the product remain unbroken: lingerie, hosiery, swimwear, men's underwear, hats, duvets, pillows, mattresses, mattress protectors and cosmetics. Hats must have the returns policy swing ticket still attached.

Where special conditions are attached to your purchase/order, this returns policy will not apply and the special conditions will take priority (e.g. furniture, carpets, technology and some products from some of our Brand Partner partners).

DVDs, food and House of Fraser Gift Cards cannot be returned within the terms of our returns policy.

No refund or exchange will be given without a receipt or other proof of purchase. The above does not affect your statutory rights."

The returns policy that applies to specially ordered furniture, furnishings, and electrical goods, is outlined in the Terms and Conditions on the reverse of the Customer Order Note.

Customer's returning damaged or faulty goods, or items that are not fit for the purpose for which the goods are intended, are entitled by law to a full refund.

The Returns Policy should be displayed at the till point and communicated verbally to the customer. The same policy applies to all sales regardless of whether this originates from a Brand Partner. Brand Partners cannot have their own returns policy.

The Returns Policy should help Brand Partners handle refunds efficiently and should be viewed as an opportunity:

- To enhance sales with the customers' peace of mind about returning purchases; and
- To improve Customer Service and After Sales Service to encourage future sales and increased customer loyalty.

2.3 <u>Credit Card Policy</u>

The acceptance of own branded credit cards issued by a Brand Partner is not permitted unless it is a Visa or MasterCard card.

2.4 Gift Card / Voucher Policy

2.4.1 Sale of Gift Vouchers

House of Fraser encourages the sale of House of Fraser Gift Cards / Vouchers by Brand Partners.

2.4.2 Acceptance of Gift Vouchers

The acceptance of Gift and Promotional vouchers issued by Brand Partners is permitted in exceptional circumstances and under the following rules:

- Any scheme must have prior approval from House of Fraser's External Business Controls; and
- Brand Partners must adhere to House of Fraser's Retail Administration instructions.

2.5 Working with Brand Partners

2.5.1 Purpose

House of Fraser needs to ensure that all Brand Partners have the requisite skills and experience and the ability to conduct themselves in an appropriate manner to work within our business.

2.5.2 Principles

The Working with Brand Partners, Consultants & Agency Workers policy ("the policy") applies to all non-House of Fraser employees regardless of status or length of service whilst working in any House of Fraser premises. The policy sets out the procedures applicable at pre-placement, during placement and termination of placement stages.

Brand Partner staff are also required to adhere to the terms of House of Fraser's Code of Business Conduct and Staff Code of Conduct, copies of which can be requested from House of Fraser's HR Department.

2.5.3 Recruitment

The Brand Partner will be entirely responsible for the recruitment of their own employees inclusive of attraction, sourcing and selection. House of Fraser will allow the Brand Partner to advertise their vacancies in the back of house areas in store only. If the Brand Partner requires further recruitment support, the House of Fraser Resourcing team will offer a chargeable recruitment management service for both permanent and temporary staff.

2.5.4 Meet and Greet Procedure

2.5.4.1 Pre-Placement - Brand Managers and Beauty Staff ONLY

Before consent can be given to allow Brand Managers/Beauty Staff to work in a House of Fraser location, the individual should attend a meet and greet interview conducted by a relevant House of Fraser manager.

- **2.5.4.2** Brand Partners are required to provide copies of the prospective member of staff's CVs prior to the interview. **The interview will not take place unless a CV is provided.**
- **2.5.4.3** Brand Partners must ask the prospective member of staff whether they have worked for either House of Fraser in a different location or for any other Brand Partner operating within House of Fraser and provide this information to the relevant store/SSC management teams prior to the meet and greet interview.

2.5.4.4 After the interview has taken place, House of Fraser's management team will decide whether the individual is suitable for the position. This decision will be communicated to the individual through their employing company.

2.5.4.5 Under no circumstances should the Brand Partner offer a position prior to a positive decision being confirmed by House of Fraser.

- **2.5.4.6** In the event that the individual is unsuitable for the position this will mean that the individual is not permitted to work in any House of Fraser location. Reasons for declining include but are not limited to the following:
 - Prior dismissal from House of Fraser or other Brand Partner employer.
 - Issue of prior Final Written Warnings by House of Fraser or Brand Partner employer for poor attendance, behavioural issues, under-performance, misconduct.
 - Where a conflict of interest exists, for example family members working on the same department.
 - Where there is a concern that the individual will be unable to drive business performance based on their previous employment history/skills.

2.5.5 Pre-Placement – Non Management/non Beauty

Meet and Greet interviews are not required for non-management or non-Beauty Brand Partner staff.

2.5.6 Induction

All Brand Partner staff may only continue to work in store/SSC on condition that they have attended and completed all relevant induction and training workshops. In the event of non-attendance or non-co-operation, the Brand Partner will be notified in writing and the individual will be asked to leave the store/SSC.

2.5.7 During Placement

During placement, Brand Partner, consultant and agency staff will be subject to their employing company's policies and procedures. They will, however, be expected to contribute towards House of Fraser's Vision, adhere to our Values and business standards. Where non-adherence is discovered it may be necessary for House of Fraser, or the employing company to take further action as detailed below.

2.5.8 Procedure - Requests to Remove Staff

- **2.5.8.1** Where a breach of House of Fraser's standards has occurred and there is no one available from the employing company to suspend the individual in person, House of Fraser reserves the right to verbally request a Brand Partner, consultant or agency staff member to refrain from working in any House of Fraser location.
- **2.5.8.2** Until such time that an appropriate individual from the employing company is available to formally suspend, provide further written details to the individual and conduct an investigatory/disciplinary meeting, individuals may not attend any House of Fraser location.
- **2.5.8.3** The employing company will be informed as soon as is practicably possible in the event that a Brand Partner is asked to refrain from working in any House of Fraser location.

- **2.5.8.4** Permission to work in a company location may be withdrawn in the following circumstances:
 - The individual is dismissed by their employing company.
 - The individual's conduct is conduct that House of Fraser deems to be an act of gross misconduct.
 - Action is taken by the employing company which is deemed to be either inappropriate or insufficient.
 - For any other reason which House of Fraser considers the individual to no longer be suitable to work in a House of Fraser store or a Store Support Centre.
- 2.5.8.5 In the event of a suspected serious breach of the Code of Business Conduct and/or the Staff Code of Conduct and/or the Staff Discount policy and/or Cash Handling procedures, House of Fraser reserves the right to question Brand Partner, consultant or agency staff to expedite matters. Such conversations will be witnessed and recorded in writing.
- **2.5.8.6** In the event of a breach of any of House of Fraser's policies and procedures it is expected that the employing company will undertake all necessary steps to investigate such matters and to co-operate fully with House of Fraser by sharing the outcome of those investigations including any disciplinary decisions taken.
- **2.5.8.7** If the senior manager in store/SSC requests the permanent removal of an individual the decision will be communicated to the Brand Partner, consultancy or agency in writing.

2.5.9 Brand Partner Grievances

In the event that a Brand Partner raises a grievance this should be presented to the individual's employing company in accordance with the employing company's own grievance procedures. House of Fraser's expectation is that all such grievances will be the responsibility of and handled by the individual's employing company. House of Fraser will conduct any necessary investigations with its own staff where appropriate upon request by the employing company and will inform the employing company as to the outcome of those investigations. The employing company will communicate the outcome of any grievance directly to the individual concerned.

2.6 Time and Attendance

2.6.1 Purpose

The Time & Attendance system endeavours to ensure adequate staffing levels allowing maximum coverage at all times ensuring the highest standards of customer service. The system records accurate data of the working hours undertaken so that efficient productivity can be maintained.

2.6.2 Principles

This applies to all House of Fraser employees as well as Brand Partner employees and consultants, working within stores, with the exception of security and cleaning staff.

This policy should be read in conjunction with Time and Attendance Procedures which are available from the in-store HR teams.

Brand Partners have a responsibility to make every effort to ensure their employees attend work during agreed scheduled / contracted hours. The Time and Attendance system records daily attendance during each shift, through the use of the COPOS system.

2.6.3 Procedure

An employee should use their COPOS swipe card at a till point to register the start and finish time of their shift. Staff who experience difficulty in, or fail to swipe at any of the times outlined, should notify their Sales Manager as soon as possible.

Managers may use their discretion to determine whether or not times should be adjusted and / or whether further action may be appropriate.

Swipe cards should not be given to colleagues to register time and attendance at work. If an employee loses or forgets their swipe card they should inform their Sales Manager as soon as possible so that a replacement card can be issued and attendance can be manually recorded in the interim.

Sharing User ID and / or swipe cards is considered a serious breach of House of Fraser policy. In some cases, further action may also be taken by the employing Brand Partner.

2.7 Brand Partner Staff Appearance

2.7.1 Brand Partners and Consultants

Employees of some fashion Brand Partner departments are required to wear stock from the Brand Partner's merchandise range. In other instances, Brand Partners and consultants are required to wear the uniform as supplied by the Brand Partner. Where there is no such requirement, Brand Partner staff and consultants should adhere to the standards of business dress detailed below.

2.7.2 Standards of Business Dress

All employees should be well groomed and dressed to reflect a professional image by wearing appropriate attire and be easily identifiable to our customers. Personal presentation helps self-confidence, assurance and enthusiasm which will positively impact on the perceptions our customers have of our stores.

Items not to be worn:

- cropped tops
- logos, excluding brand logos
- Strappy tops
- halter necks
- backless
- plunging necklines
- skirts no shorter than 18 inches
- large splits in skirts
- shorts / combat trousers

This list is not exhaustive and managers can provide guidance for suitability. Black business dress should be adhered to by staff at all times, including the summer months, although possibly in a lighter weight fabric. Whereas the main part of the fabric should be black in colour, black fabric with a pattern or contrast is acceptable.

As House of Fraser has a diverse workforce, we are aware of certain requirements due to cultural and religious beliefs and employees need to discuss these with their manager.

2.7.3 Name Badge

Everyone working within House of Fraser is provided with a name badge and these are to be worn at all times for store–based employees.

2.7.4 Footwear

Sensible and appropriate footwear, which should be of neat appearance, is to be worn at all times. It is not recommended that high heels are worn as they are not suitable for standing for long periods of time. For Health and Safety reasons, open heel shoes with no straps or open toed shoes, for example mules, flip-flops and sandals may not be worn on the shop floor. Trainers may only be worn in relevant areas of House of Fraser.

2.7.5 Hair

Hair should be kept clean and tidy. Brightly excessive colours such as purple, red, etc. are deemed to be inappropriate.

2.7.6 Jewellery and Accessories

Jewellery and accessories should not be excessive or offensive and employees may be asked to remove items if they are deemed to be too large or inappropriate.

2.7.7 Body Piercing and Tattoos

Ear, nose and tongue piercings are permitted provided they are not excessive or offensive. House of Fraser reserves the right to request that inappropriate nose or tongue rings/studs or earrings are removed. Other facial piercing such as lip, eyebrow and chin should not be revealed whilst at work. Tattoos should be covered up while on duty and not be visible.

2.8 Payment Terms

- **2.8.1** Payment is made on the basis of sales recorded and a self-billing invoice is raised by the House of Fraser weekly.
- **2.8.2** Sales from the weeks making up the House of Fraser financial month will be remitted to the Brand Partner.
- **2.8.3** Payment will be made by BACS and cleared funds will be transferred into the Brand Partner's bank account on the third business day after the 15th of the second month following the end of the trading month. If any of the three business days are bank holidays then payment will be delayed by the appropriate number of days.
- 2.8.4 To enable the opening of an account in House of Fraser's Accounts Payable System, Brand Partners are requested to complete a New Supplier Account Form and return it to the External Business Controls Department. Until the form is received and processed an account cannot be opened, and payments cannot be made.

2.9 Service Charge

All Brand Partners are required to pay a cost per store towards services and facilities.

This weekly charge per store is fixed centrally on a scale according to the grade of the store.

The service charges cover the following services:

- Bags and wrapping mandatory charge
- Energy surcharge mandatory charge
- Telephone and fax
- Stationery, printing, copying
- Inter-store transfers of goods
- regular postage of correspondence

2.10 Systems

http://www.hofsuppliers.co.uk/info/pdf/implementations_policy.pdf

2.11 <u>Visual Merchandising</u>

2.11.1 Graphics and POS

2.11.1.1 Graphics Policy – Brand Partners

House of Fraser corporate graphics must be supplied and used by all Brand Partners during all official Sale Periods.

Any use of graphics at all other times must have prior clearance from House of Fraser's Print Manager in the Store Support Centre.

2.11.1.2 Sale Graphics

During sale periods, all Brand Partners must adopt House of Fraser's corporate sale graphics package.

2.11.1.3 Offer/Reduced graphics

There may be instances where a Brand Partner requests to action reductions and markdowns outside of House of Fraser's Sale periods. To do this Brand Partners must either use HOF signage or submit all POS requests for approval.

2.11.1.5 Prime Trading graphics

During prime trading, i.e. for full price products, Brand Partners have to follow the style of House of Fraser's corporate graphics, under the following guidelines:

2.11.1.6 Brand Partner Own Graphics Objective

To achieve a high standard of presentation that is consistent in style with House of Fraser's own ticketing.

2.11.1.7 Approval Procedure

All proposed graphics for the Brand Partner departments must be shown for approval prior to printing and delivery.

The Print Manager in the Store Support Centre can approve the POS.

2.11.1.8 Positioning & Type

- All graphics must be positioned on the relevant product
- Price tickets must be positioned on the left hand side of the fixture in Perspex holders

- Product information, graphics and promotional tickets should be placed on the right hand side of the fixtures
- Promotional ticketing on shelving should be positioned on the second shelf down and in alternate bays

2.11.2 Visual Best Practice

Visual Best Practice is about establishing and maintaining Best Practices for all areas of visual merchandising, merchandise display, departmental layout and graphics.

Aim – to achieve a balance between the identity of each Brand Partner and the corporate identity of the store.

Objectives – To establish and agree Best Practice for each Brand Partner. This will be a mutually agreed model store layout which will provide a consistent image throughout all stores.

Key guidelines:

2.11.2.1 Layout and fixtures

All Brand Partners will have the plans of their departments approved by Store Planning.

2.11.2.2 Merchandising

Product grouping and dressing of fixtures to be approved by the relevant Visual Merchandise manager for each Category.

2.11.2.3 Display, Props and flowers

To be approved by the relevant Visual Merchandise manager for each category.

2.11.2.4 Housekeeping

Basic standards are to be maintained, i.e. fixtures and shelves are to be kept dust free

2.11.2.5 Till points

These should be kept clear with limited POS/leaflets etc.

2.11.3 Windows

The store windows are divided equally according to the product mix of both fashion and home.

It is House of Fraser's policy, where space permits, to integrate Brand Partners into the display windows throughout the trading year along with a branded logo decal.

The window calendar may be product specific, depending on the corporate themes and this is then laid out in the House of Fraser window calendar.

The stores will follow through the themes from the window to in-store display based on the direction given by the Head of Visual Merchandising for House of Fraser.

2.12 Marketing and Promotions

Brand Partners have the opportunity to be part of House of Fraser's marketing campaigns.

There are a number of different marketing tools that are available for Brand Partners to buy space within and these include:

- Sale brochures;
- Spring and Autumn customer magazines;
- The Christmas Gift Guide; and
- Local PR and events

Rates and exact details will need to be negotiated on an event by event basis with the marketing department.

Brand Partners can also contact customers via the Recognition programme database, by funding targeted direct marketing activities on a local or national basis. Costs and timings can be provided by the Card Services department.

3. <u>Distribution via the Company National Distribution Centre ('NDC')</u>

3.1 Introduction

This section provides Brand Partners with an overview of procedures and to make them aware of the required standards when Brand Partner merchandise is being delivered via the NDC.

The purpose of this section is to advise the Brand Partner of the delivery criteria required. By following these guidelines, deliveries will be consistent and will ensure the quality and safety of the product is maintained during its various process and transit stages.

If there are any points of discussion in this section or there are any further questions relating to the NDC Brand Partner Scheme, please do not hesitate to contact the NDC Brand Partner Team on the contact details below.

3.2 NDC Brand Partner Team

For enquiries please contact

2 0844 800 3777

□ ndc-concessions@hof.co.uk

3.3 **Booking Process**

- **3.3.1** A booking can be made verbally with a member of the Brand Partners team (☎0844 800 3777), or by e-mail, ndc-concessions@hof.co.uk, with no less than 24hrs notice.
- **3.3.2** When making a booking, the following information needs to be communicated:
 - Brand Partner Name / Supplier;
 - Approximate date and time of delivery into the NDC;
 - Number of Cartons / Sets / Pallets; and
 - Name of Carrier (if applicable).

3.4 Loading Process

- **3.4.1** All deliveries / collections over 20 cartons must be palletized.
- **3.4.2** All cartons must be palletized on standard pallets measuring 1.0m x 1.2m and the contents of the pallet must be securely shrunk wrapped.
- **3.4.3** The maximum carton size is 600 x 360 x 430mm
 - BDCMI 600 x 300 x 400mm
 - BDCM2 400 x 300 x400
- **3.4.4** Maximum carton weight should not exceed 25kgs
- 3.4.5 Stock / Cartons must not overhang the pallet and the total height of the pallet must not exceed 1.8m or 6ft (this includes the pallet).
- **3.4.6** All cartons must clearly define the Brand Partner name / Supplier and the store destination details.
- **3.4.7** All cartons must be securely taped and all totes must be sealed. The seals can be the Brand Partner's preferred choice.
- **3.4.8** All hanging merchandise must be individually covered by a polythene bag and sealed at the top and bottom. A further over bag must be applied to sets of hanging units. Hanging sets must not exceed 10 units.

3.5 Supplier Manifest

- **3.5.1** Each delivery / collection must have a Supplier manifest which must include the following information:
 - Brand Partner / Supplier name;
 - Date of delivery / collection;
 - Booking reference;
 - Completion of volumes in the columns stated cartons / sets / pallets against each desired store of destination;
 - Total summary, cartons / sets / pallets;
 - Sender / Loader to print name & signature;
 - Driver (print) name & signature; and
 - Vehicle seal number.
- **3.5.2** A copy of the manifest can be obtained by contacting the NDC Brand Partners team. (A sample can be seen below on page 21.)
- **3.5.3** On completion of the vehicle being loaded the sender / loader must print and sign the Supplier manifest.
- **3.5.4** Once the sender / loader has signed the Supplier manifest, the driver will add his name and signature to the document, signing the collection <u>unchecked</u>.
- 3.5.5 The sender / loader must witness the stock being secured for transit, and then witness the vehicle being sealed by the means of an electronic encrypted code, or other secured seal method, this number must then be recorded on the Supplier manifest.
- **3.5.6** The sender / loader must then retain a copy of the Supplier manifest and the original must be forwarded with the delivery driver and Goods.
- **3.5.7** All stock must be loaded in good condition and must be secured to ensure the quality and safety of the product is maintained during the transit and process stages.
- **3.5.8** The Supplier manifest is the Proof Of Delivery ('POD') and the information being applied to this document must be accurate.
- **3.5.9** The Supplier manifest is designed to incorporate 3 transit types: cartons, sets, and pallets. If the sender / loader are forwarding boxed and hanging material, the Supplier manifest must be completed by stating the volumes under each transit type.

- **3.5.10** The NDC operates 2 despatch schedules throughout the year:
 - Off Peak 35 weeks per year
 - Peak 17 weeks per year

3.6 NDC Preparation Process

- **3.6.1** When the NDC are in receipt of the collection / delivery, the stock will be directed to the Brand Partners processing area.
- **3.6.2** The stock will then be checked at carton / set / pallet level against the information applied to the Supplier manifest by the Brand Partner/ Supplier.
- **3.6.3** All variances (if any) will be reported within 24hrs of receipt of the delivery / collection by the NDC Brand Partners team.
- **3.6.4** All damages (if any) will be reported within 24hrs of receipt of the delivery / collection by the NDC Brand Partners team.
- **3.6.5** The stock will then be made available for the despatch process.
- **3.6.6** A POD will then be raised via the Brand Partner access database to be supplied with the merchandise for onward delivery to store.
- **3.6.7** Each individual Brand Partner / Supplier will have their stock flagged as a load priority. This flagging mechanism will visually supply the loader and the store with detail as to whom the merchandise refers to.
- **3.6.8** All Brand Partner related merchandise will be held in a segregated and defined work area, there will be no cross contamination with House of Fraser related merchandise.

3.7 <u>NDC Loading Process</u>

- **3.7.1** Brand Partner merchandise being processed through the NDC is defined as a business priority.
- **3.7.2** The loader will collect the POD, check the information refers to the merchandise being loaded and then load the merchandise onto the vehicle.
- **3.7.3** The vehicle is then sealed by the means of an electronic encrypted code.
- **3.7.4** The POD's are made available upon request.

3.8 <u>Back of Store unloading process</u>

- **3.8.1** When the vehicle arrives at the back of store, the Brand Partner merchandise will be unloaded first and the in-store Brand Partner's team will be notified of the arrival of their stock.
- **3.8.2** The delivery will be confirmed with the attached POD's and signed accordingly.
- **3.8.3** All variances (if any) must be reported to the NDC Brand Partner team within 24hrs of receipt of the delivery.
- **3.8.4** The Brand Partner stock will then be fast tracked to the sales floor.

HOUSE OF FRASER					NDC COLLECTION										
DELIVERY MANIFEST									Date	:					
SUPPLIER									Booking Reference:						
								<u> </u>							
NO:	STORE NAME	NDC USE	SETS	CRTNS	PLTS	CAGES	NO:	STORE NAME	NDC USE	SETS	CRTNS	PLTS	CAGES		
705	ALTRINCHAM		i	i		;	1528	FRASERS (EDINBURGH)		i			i		
460	ALYESBURY		7			;	0721	LEAMINGTON SPA		1	, 7		,		
011	BATH		7	,	,	;	0730	LEEDS		,	, 7		,		
830	BELFAST		7	,	,	;]	0723	LEICESTER		7 1	, 7		T		
461	BIRKENHEAD		1	i	i i	;	1570	LINCOLN		 	7	i	ī — — !		
720	BIRMINGHAM		``	i	i	:	0451	LOCH LOMOND		<u> </u>	i 7		ī :		
826	BLUEWATER					;	0829	MAIDSTONE					· ·		
001	BOURNEMOUTH			^ ·	`	?I	0701	MANCHESTER		 			<u>.</u>		
.056	BRISTOL		!	!		?I	0706	MEADOWHALL		 !		' !	!		
804	CAMBERLEY		1			;1	1543	MIDDLESBROUGH		 1					
020	CARDIFF		1	• •		;	0506	MILTON KEYNES		 1) — — — - !	• ·		
547	CARLISLE		1	, ·		;	0466	NORTHAMPTON		۲ ا		,	† ·		
1724	CHELTENHAM		1	, ·		;	0735	NORWICH		¬	,	,	7 · !		
807	CHICHESTER		٦· ا	, !	r I	;	0728	NOTTINGHAM		ק ו	,	,	7 · !		
726	CIRENCESTER		7	γ · •	r – – –	Y	1008	OXFORD ST (LONDON)		٦ ا	, 7	·	7 · '		
0810	CITY OF LONDON		7	i	;	; <u> </u>	1055	PLYMOUTH		 '	;	i	ī · ·		
827	CROYDON			; ·	;	; <u> </u>	0729	READING				;	· ·		
.052	CWMBRAN		i	 !	:	; <u> </u>	0502	RICHMOND		 -		·	 !		
.542	DARLINGTON			î		?I	0725	SHREWSBURY		 !		' ·			
569	DONCASTER		!	!		:I	0704	SKIPTON					! !		
0828	DUNDRUM (DUBLIN)		i	!		;1	0467	SOLIHULL		 '	!				
0464	DUDLEY		1	;		;	0468	SUTTON COLDFIELD					• ·		
0504	EPSOM		7	;		:	0727	SWINDON		 -			• ·		
1003	EXETER		7	;	, ,	;	0469	TELFORD		¬	,;	,	,		
1560	GATESHEAD (METRO)		7	γ · ·	r	ː	0825	THURROCK		¬	,,		7 ·		
1529	GLASGOW		7	; ·	,	;I	0802	VICTORIA (LONDON)			; -	, ·	7 ·		
1549	GRIMSBY			; ·	;	; <u> </u>	0831	WESTFIELD (WHITE CITY)			; i	;	·		
0803	GUILDFORD			; ·		; <u> </u>	0470	WOLVERHAMPTON			-		i ·		
733	HIGH WYCOMBE		<u> </u>	(·	;	?	0471	WORCESTER					;		
	HUDDERSFIELD			^ · !		<u> </u>	1097	WEBSTORE		 !	!		<u>.</u>		
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4. Direct to Store Deliveries

4.1 Booking in and presentation of deliveries

This option is no longer available as standard for new Brand Partners. Consent for direct to store deliveries must be obtained from the NDC prior to delivery.

For all approved deliveries directly made to the loading bay of stores:

- The Brand Partner must book in the delivery with each individual store by contacting the store's loading bay. This is to ensure the delivery does not arrive at the store at the same time as any other scheduled vehicles. The Brand Partner must phone the store at least 24 hrs prior to their delivery.
- The person making the booking must quote the Brand Partner name and number, and the number of cartons/packs to be delivered.
- Each carton/pack must be clearly marked with
 - The Brand Partner's name and Supplier Account Number;
 - The delivery documentation must be fixed to the outside of the cartons using a window envelope, and must list the number of cartons and selling units; and
 - The cartons must be numbered 1 of, 2 of, etc.

Brand Partners should use one of the following nominated carriers to deliver to stores:

- DHL;
- TNT; or
- Parceline.

On arrival at a store:

- The driver's paperwork will be signed for the number of cartons received; and
- For Brand Partner deliveries specifically, the Brand Partner managers may be encouraged to sign for their own deliveries to avoid any delivery discrepancies.

If the carrier is going to be delayed for any reason, the store should be contacted to ensure it is still possible to deliver on that day as some stores have restricted windows in which to accept deliveries.

4.2 Refusal of deliveries

Deliveries may be refused for one of the following reasons:

- A delivery slot has not been booked with the store;
- The stock was not delivered at the agreed time (unless the store has been previously notified):
- Packs are damaged within the consignment;
- Cartons are labelled incorrectly.

4.3 <u>Loading Bay restrictions</u>

Brand Partners are encouraged to confirm with each store if any restrictions exist at their loading bay, e.g. a store is not able to accept a vehicle without a tail lift, to prevent any issues with unloading vehicles.

4.4 Returns

- Stock is prepared by placing into relevant unit type (set, box, pallet or cage)
- Once the return is prepared, the Concessions Admin team at the NDC must be contacted requesting a consignment number.

- The return is then passed to the store room or loading bay to be held until the next store delivery/collection back to the NDC
- If the return is missed off the next delivery, then the Store/Brand Partner must contact the Concessions Admin team to rearrange the collection on the original consignment number.
- High value returns must be considered as either a container that holds over £500 at cost (not retail) price. It is the Brand Partners responsibility to ensure that anything high value is treated as such.

5 Responsible Sourcing Policy

5.1 Sustainability

Sustainability at House of Fraser means being a "Responsible Retailer". This is integrated as a strategic pillar in our business and one of our core values.

The aim of our Responsible Retailer programme is to manage our environmental footprint, responsibly source and support the communities we engage with whilst maintaining sustainable growth. Our programme has three action areas – People, Planet and Community.

As a minimum these action areas are designed to ensure we meet our legal obligations on sustainability and good industry practice. As a Royal Warrant holder, we also have to abide by their sustainability guidelines.

Responsible sourcing of products, packaging and services is a key element of our sustainability programme.

<u>People</u>

This includes:

- The responsible sourcing of products across our supply chain by working with our suppliers of house brands, own-bought (i.e. wholesale) brands as well as our concession and service partners;
- Employee engagement in sustainability; such as low carbon travel or volunteering; and
- Customer engagement on sustainable products and packaging.

Planet

This focuses on the environmental management of our footprint across the whole of our business including stores, offices, products and supply chain, including:

- Reducing our contribution to climate change by reducing our energy consumption and greenhouse gas emissions;
- Preventing and reducing consumption of resources, water and waste generation;
 and
- Protecting biodiversity.

Community

This includes:

- Giving back through charitable activities by supporting the local communities we operate in via the House of Fraser Foundation.
- Scaling our efforts by collaborating with our brands, service partners and concessions as well as sustainability initiatives including Business in the Community The Prince's Responsible Business Network and SEDEX on responsible sourcing.

5.2 Responsibility

It is your responsibility to communicate and implement our Responsible Sourcing Policy and Responsible Sourcing Code of Conduct within your activities and your supply chain. You must nominate a senior manager to undertake this responsibility and notify us of the same. This will be the day to day contact for our Responsible Sourcing team for communications in both directions as required

5.3 Responsible Sourcing Code of Conduct

- In acknowledging the importance of responsible sourcing and the promotion of fair and safe working conditions within your supply chain, you must meet or exceed our Responsible Sourcing Policy and Responsible Sourcing Code of Conduct.
- Our Responsible Sourcing Policy and Responsible Sourcing Code of Conduct recognises that a supply chain can be complex including diversity of product lines and the global citizens who produce them. Our intention is to promote high ethical standards within the supply chain without imposing unachievable conditions.
- In order to keep up-to-date with changes and developments in the environment, employment conditions and human rights, you acknowledge that we will review our policies periodically and update them as and when necessary.

5.4 Legal obligations

In line with our Responsible Sourcing Code of Conduct, you will meet your legal obligations in the following areas as a minimum:

- a) Human rights, labour and modern slavery;
- b) Health & Safety;
- c) Environment; and
- d) Animal Welfare

5.4 <u>Due Diligence and Supply Chain Traceability</u>

5.4.1 Mapping and risk assessment of suppliers

- **5.4.1.1** You agree that we will risk assess your sustainability performance in the following key areas:
 - a) Human Rights, Labour and Modern Slavery;
 - b) Health & Safety;
 - c) Environment; and
 - d) Animal Welfare.

5.4.1.2 You must complete our Sustainability Supplier Questionnaire and provide your audits, compliance certificates and member certifications as necessary. We will use this to identify your performance against our Responsible Sourcing Code of Conduct as well as key legal and best practice requirements.

5.4.2 Audit and Monitoring

We reserve the right to audit your sustainability performance via a desk top assessment and in person.

- a) When we conduct a desk top risk assessment, we will look at your audits as made available by you through SEDEX and your completed Sustainability Questionnaire. You may utilise industry standard audits (examples include SMETA and BSCI), third party audits, self-audits.
- b) When we conduct person site audits, we will monitor, inspect and assess implementation and compliance with our Responsible Sourcing Code of Conduct and the answers you have given in the Sustainability Supplier Questionnaire. This may be conducted by one of our employees and/or a third party auditor.

5.4.2.1 Own-Bought, Concession and Service suppliers

If you are an own-bought, service supplier or a concession partner then you must meet the following mandatory criteria:

- a) Compliance with relevant legal obligations including, but not limited to, UK Modern Slavery Act and REACH; and
- b) No real fur and no angora rabbit wool.
- You are responsible for auditing, monitoring, implementing and reporting corrective actions in your supply chains. If required, you must provide us with test reports, audit reports etc. if requested by us in response to a request from a customer or governmental body.
- 5.4.2.1.2 We reserve the right to investigate the answers you have given in audits and the Sustainability Supplier Questionnaire, if required, to ensure your compliance with your (our) legal obligations.
- 5.4.2.1.3 You must maintain audit documentation and evidence to demonstrate compliance with your sourcing policies. If collected by us, this information will be held by us in confidence unless a legal obligation requires otherwise, for example in the case of Modern Slavery Act reporting.
- Where non-compliances are identified, we will agree corrective actions with you to an agreed deadline. We will expect all non-compliances to have been dealt with no later than three months after an audit or when otherwise raised with you unless otherwise agreed in writing. Satisfactory evidence of non-compliance resolution must be provided by you.

5.5 <u>Training</u>

You are responsible for training your staff and supply partners to ensure our Responsible Sourcing Code of Conduct is complied with. We will provide advisory supports for our supply partners to meet our policies as required.

5.6 Collaboration

We encourage our suppliers to collaborate with responsible sourcing initiatives to facilitate continuous improvement.

5.7 Reporting

- **5.7.1** We will monitor out Internal KPI's and adherence to our Responsible Sourcing Code of Conduct
- **5.7.2** Progress and any incidents of modern slavery identified are disclosed in our annual reports.

6 Modern Slavery Act

- **6.1** Without prejudice to its other obligations, the Brand Partner shall:
 - **6.1.1** comply with the Modern Slavery Act 2015 ("MSA"); and
 - **6.1.2** comply with Fraser's ethics, fair dealing and modern slavery policies as Fraser may update from time to time.
- 6.2 The Brand Partner shall not engage, and shall procure each member of its group and their respective employees, officers, agents, subcontractors and suppliers shall not engage, in any activity, practice or conduct, or fail to do anything, which would:
 - **6.2.1** constitute an offence under the MSA if such activity, practice or conduct, or failure was carried out in the UK; and/or
 - **6.2.2** cause Fraser to be in breach of the MSA.
- 6.3 The Brand Partner shall promptly on demand provide at its own cost such co-operation, assistance, information and access to premises as Fraser may reasonably request in connection with Fraser's obligations under the MSA (including providing prompt, accurate and complete responses to any questionnaires that Fraser may issue in connection with the MSA and any follow up questions).
- 6.4 The Brand Partner shall promptly and in any event within 5 business days on becoming aware, notify Fraser in writing of any actual, suspected or threatened breach of clauses 6.1 and/or 6.2 and shall at its own cost immediately provide such co-operation, assistance, information and access to premises as Fraser may reasonably request in connection with such breach.

- 6.5 The Brand Partner shall on demand indemnify and keep indemnified, Fraser, its group companies, employees, officers, agents, subcontractors and suppliers from and against howsoever arising any and all losses, liabilities pending or threatened suits, proceedings, actions, damages, claims or demands and any costs, charges or expenses (including reasonable legal fees) suffered or incurred by Fraser, its group companies, employees, officers, agents, subcontractors and suppliers arising out of or in connection with breach of clauses 6.1, 6.2, 6.3 and/or 6.4.
- 6.6 Fraser may terminate the Concession Agreement with immediate effect on written notice for a Brand Partners breach of clauses 6.1, 6.2, 6.3 and/or 6.4

7 **Contact Details**

Store Support Centre Tel: 0207 003 4000 House of Fraser (Stores) Ltd

27 Baker Street

London W1U8AH

HoF Accounting Services House of Fraser Tel: 0141 553 4900

> **Accounting Services** Granite House, 4th Floor

31 Stockwell Street

Glasgow G1 4RZ

NDC Wellingborough House of Fraser Tel: 0844 8003777

Park Farm Industrial

Estate **Brand Partner Bookings**

Shaw Close Tel: 01933 331026 ndc-concessions@hof.co.uk Wellingborough

NN8 6BN

Supplier Compliance Team House of Fraser Tel: 0844 8003777

Park Farm Industrial

Estate Shaw Close Wellingborough

NN8 6BN

ndc-compliance@hof.co.uk

External Business Controls

Team

Store Support Centre

27 Baker Street

London W1U8AH Tel: 0207 003 4000

EBC@hof.co.uk

7.1 **House of Fraser Stores List**

The full House of Fraser store list is available at www.hofsuppliers.co.uk/info

If the store phone numbers are required they can be found at www.houseoffraser.co.uk