What is modern slavery?

The term “modern slavery” encompasses:

- **Slavery** – to treat a person like property to be ‘owned’ taking away their freedom.
- **Servitude** – when someone is forced to provide services or labour to another person whilst denying them their freedom.
- **Forced or compulsory labour** - to compel and manipulate another person to work against their will under threat of punishment, often to pay off a fabricated debt.
- **Human trafficking** – the trade of humans including the arrangement of travel for commercial exploitation, forced labour or other illegal activities.
How does modern slavery apply to DMGT and its businesses?

• The Modern Slavery Act 2015 is designed to tackle slavery, servitude, forced or compulsory labour, and human trafficking by increasing transparency in business supply chains. The aim is to ensure that the public, consumers, employees and investors know what steps an organisation is taking to tackle modern slavery.

• Specifically, large businesses like DMGT are legally required to either:
  (i) disclose the steps they have taken to ensure their business and supply chains are free from modern slavery, or
  (ii) publically confirm that no such steps have been taken.

• DMGT will disclose the steps we are taking via a statement on our website*. This statement functions as the legally required statement for both (1) DMGT plc, and (2) any of DMGT’s subsidiaries which are required to make a statement.

ACTION REQUIRED: Please add a link to the DMGT statement from the home page of your company website to satisfy your businesses’ own requirement to make a modern slavery and human trafficking transparency statement.


At DMGT, we are committed to ensuring that there is no modern slavery or human trafficking in any part of our business or supply chain.
Initial Assessment of Modern Slavery and Human Trafficking

The GRC team considered the nature and location of the majority of DMGT’s business operations and concluded that the risk of modern slavery and human trafficking being a part of Group businesses or supply chains to be low. Factors considered in assessing the risk:

• The countries and territories in which we operate.
• The type of third party, supply chain and partner activities.
• Industries, locations and activities where modern slavery is endemic.
• Industries, locations and activities where although not common place, modern slavery has been identified in peer group companies in the past.

To comply with the Act, all aspects of DMGT’s business functions and potential activities in which modern slavery and human trafficking could be present should be considered.

**ACTION REQUIRED:**

• What other activities not already identified does your business have that may pose a potential risk?
• Please let us know the extent to which your business is involved in any areas of these areas.

Examples of higher risk activities and locations already identified:

- Event construction in Non EU / Non US countries (Middle East, Asia, Africa, Latin America)
- Contracted office maintenance staff (all geographies) (e.g. cleaning, catering, security, building services)
- Software and technology developers, located in emerging economies
- Fashion models (e.g. agency supply of young impressionable models in our media business)

This is not a definitive list and management have an ongoing responsibility to identify the risks associated with new and continuing business activities.
What is your role?

• **Employer duty of care:** Ensure that appropriate right to work documentation is obtained for all staff including temps, interns and business work placement staff, and that working practices, and facilities could not expose the Group to the legislation.

• **Supply chain assurance:** In instances where (1) you are working with a supplier which has potential to expose the business under the Modern Slavery Act and (2) the contract does not specifically stipulate the suppliers’ compliance with the Legislation or if a supplier contract is not in place, request confirmation from the supplier that they have undertaken steps to ensure that modern slavery and human trafficking is not part of their business, including by way of warranties and indemnities in respect of the same, if appropriate. Please see Appendix 1 for example wording.

• **New trading arrangements:** monitor and consider from the outset whether such arrangements present any risks in respect of the Modern Slavery Act.

• **For high risk activities:** where modern slavery is endemic in the industry, geography, locations or activity consider what other assurance you may need e.g site visits, evidence of working practices, self-certification by third parties.

• **DMGT’s ongoing legal compliance:** we will seek annual assertion from each operating business that supplier assurance has been gained and updated where potential exposure exists (in August each year).

• Familiarise yourself with our Modern Slavery Act Transparency Statement and our policies and procedures including our Code of Conduct on [www.dmgthome.com](http://www.dmgthome.com)
For any questions or if you become aware or concerned that slavery, servitude, forced or compulsory labour, and/or human trafficking exists in DMGT, part of the DMGT group, or in our respective supply chains, please contact:

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**Definitions**

**Anti-slavery Policy:** the Customer’s anti-slavery policy [attached at the Schedule] [., as amended by notification to the Supplier from time to time].

1. **COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**

   In performing its obligations under the agreement, the Supplier shall:

   (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force [including [but not limited to] the Modern Slavery Act 2015]; [and]

   (b) [comply with the Anti-slavery policy OR have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; [and]

   (c) [not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; [and]]

   (d) [include in its contracts with its [direct] subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause [NUMBER] OR [ensure OR require] that each of its [direct] subcontractors and suppliers shall comply with the Anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force [including [but not limited to] the Modern Slavery Act 2015]].

2. **DUE DILIGENCE**

   2.1 The Supplier represents and warrants that [at the date of this agreement]:

   (a) its responses to the Customer’s slavery and human trafficking due diligence questionnaire are complete and accurate; and

   (b) neither the Supplier nor any of its officers, employees [or other persons associated with it]:

      (i) has been convicted of any offence involving slavery and human trafficking; and

      (ii) [having made reasonable enquiries, so far as it is aware OR to the best of its knowledge,] has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

   2.2 The Supplier shall implement due diligence procedures for its [direct] subcontractors[, and][ suppliers] [and other participants in its supply chains], to ensure that there is no slavery or human trafficking in its supply chains.

3. **COUNTRY-SPECIFIC CLAUSES**

   The Supplier undertakes not to purchase any [[RESOURCE] OR [RAW MATERIALS] OR livestock OR products] [from [COUNTRY]] that has been sourced from [producers OR farmers OR manufacturers] using forced labour in its [operations OR [farming] practices].
4. SUBCONTRACTING

4.1 The Supplier shall not subcontract its obligations under this agreement [without the prior written consent of the Customer].

4.2 [In order to help the Customer reach a decision on a proposed subcontract, the Supplier shall provide the Customer [with a copy of any proposed subcontract, together] with any [other] information that the Customer may reasonably require about the proposed subcontractor.]

4.3 [If the Customer agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of [due diligence,] [audit,] [and] [training] for its subcontractors that is designed to ensure their compliance with the Anti-slavery Policy.]

5. REPORTS

5.1 [The Supplier shall notify the Customer as soon as it becomes aware of:

(a) any breach, or potential breach, of the Anti-slavery Policy; or
(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.]

5.2 [The Supplier shall prepare and deliver to the Customer, by [DATE] each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.]

6. RECORD KEEPING AND AUDITS

The Supplier shall:

(a) maintain a complete set of records to trace the supply chain of all [Goods] [and] [Services] provided to the Customer in connection with this agreement; [and]

(b) permit the Customer and its third party representatives, on reasonable notice during normal business hours[. but without notice in case of any reasonably suspected breach of this clause 6(b), to have access to and take copies of the Supplier’s records and any other information and to meet with the Supplier’s personnel to audit the Supplier’s compliance with its obligations this clause; [and]

(c) implement annual audits of its compliance [and its [direct] subcontractors’ and suppliers’ compliance] with the Anti-slavery Policy], either directly or through a third party auditor. The first [set of audits shall be completed by [DATE].]

7. TRAINING

7.1 The Supplier shall implement a system of training for its employees[[], suppliers] and subcontractors] to ensure compliance with the Anti-slavery Policy.

7.2 The Supplier shall keep a record of all training offered and completed by its employees[] suppliers and subcontractors to ensure compliance with the Anti-slavery Policy and shall make a copy of the record available to the Customer on request.
8. **INDEMNITY**

The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including [but not limited to] legal fees) and expenses incurred by[, or awarded against,] the Customer as a result of any breach of Anti-slavery Policy.

9. **WARRANTIES**

The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.

10. **TERMINATION**

The Customer may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the [Anti-slavery Policy OR COMPLIANCE WITH LAWS AND POLICIES CLAUSE] [DUE DILIGENCE CLAUSE] [COUNTRY SPECIFIC CLAUSES] [SUBCONTRACTING CLAUSE] [REPORTS CLAUSE] [AUDIT CLAUSE] [TRAINING CLAUSE] [WARRANTIES CLAUSE]

[Anti-slavery Policy]