

MODERN SLAVERY & ANTI-TRAFFICKING CONDITIONS

1. For the purposes of these conditions:
 - 1.1. “the Company” means Nippon Express (UK) Limited.
 - 1.2. “the Customer” means any party with whom the Company enters into an agreement including all associated persons (such as employees, agents and sub-contractors).
 - 1.3. “the Contract” means the contract or any agreement between the Customer and the Company into which these conditions are incorporated.
 - 1.4. “the Parties” means the Company and the Customer collectively.
 - 1.5. “the Relevant Law” means all applicable anti-slavery and human trafficking laws in England and Wales, statutes, regulations and codes including, but not limited to, the Modern Slavery Act 2015 and any subsequent amendment thereto.
2. The Parties, in performing their obligations under the Contract, shall:
 - 2.1. comply with the Relevant Law during the term of the Contract;
 - 2.2. establish, maintain and enforce throughout the term of the Contract their own policies to ensure compliance with the Relevant Law;
 - 2.3. not engage in any activity, practice or conduct that would constitute an offence under the appropriate sections of the Relevant Law, if such activity, practice or conduct had been carried out in England and Wales;
 - 2.4. notify each other in writing, as soon as they become aware of any breach or suspected breach of the Relevant Law;
 - 2.5. implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain under the Contract.
3. The Parties agree as a condition of the Contract that neither Party nor any of its officers, agents, employees, or sub-contractors:
 - 3.1. has been convicted of any offence involving slavery and human trafficking anywhere in the world;
 - 3.2. having made reasonable enquiries, to the best of their 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;
 - 3.3. will use, or allow its employees or subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;
 - 3.4. will use, or allow its subcontractors to use, child or slave labour.
4. The Parties agree to report without delay the discovery or suspicion of any slavery or trafficking by it, its subcontractors, or any party in a supply chain which relates to the Contract, to the relevant authority.
5. Breach of any of these conditions shall be deemed a material breach of the Contract, entitling the innocent party to terminate the Contract immediately.