



STAFF HANDBOOK

FOR

Paterson Simons & Co. (Africa) Ltd.

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Contents Page	
Title	Page no.
Attendance and Timekeeping	4
Special Leave Policy	
Statutory Time Off/ Parental Leave	7
Paternity Leave	9
Adoption Leave	11
Time off for Dependants	11
Pregnancy and Maternity Rights	12
Right to Request to Work Flexibly	14
Holiday	15
Disciplinary and Dismissal Procedure	16
Disciplinary Rules	18
Gross Misconduct	19
Right of Appeal	20
Grievance	21
Retirement	21
Company Property	21
Company Accommodation	22
Equal Opportunities Policy	23
Harassment and Bullying Policy	24
Computer Users Policy	26
Use of Social Media	28
Business Expenses	30
Anti-Bribery and Corruption Policy	32
Alcohol Abuse	32
Redundancy	33
Whistleblowing	33
Processing of Personal Data	34
Automatic Enrolment Pension Scheme	41

Paterson Simons & Co (Africa) Ltd

Paterson Simons & Co. (Africa) Ltd. has a long and illustrious history of trading. The company's history dates back to 1821 when Rawson, Holdsworth & Co. of London and Liverpool established their company in Singapore. This company was eventually to become Paterson Simons & Co. (Africa) Ltd. [PSAL] Incorporated in 1948 we have accrued well over half a century of experience in procurement of equipment and spare parts for African markets specialising in recent times on materials handling equipment. PSAL specialises in sales and service of lifting and handling equipment with a focus on the shipping, mining and construction industries in West Africa. We represent a number of key manufacturers including JCB, Manitowoc Crane Group (including Manitowoc, Grove & National Cranes), Manitou, and Konecranes for their full range of lift trucks, port and industrial cranes, Trelleborg Marine Fenders and can competitively offer a wide range of complementary new and used equipment and accessories tailored specifically for the arduous conditions of the region.

Our Vision

To be the recognized market leader in lifting equipment sales, rental and aftermarket care in West Africa.

To be trusted.

Our Mission

To deliver long term growth for/with our stakeholders through the supply of high quality service and sales of specialised lifting and handling equipment in the West African market. In delivering this growth recognising the political and macro-economic risks that can result in sudden change or cyclical markets. Managing these objectives by maximising effective local resources wherever possible and respectful of the people and culture of the region at all times.

ATTENDANCE AND TIMEKEEPING

Each member of our staff plays an essential part in the success of their team and the business of the Company. It can cause serious problems when we are operating below strength. The purpose of this procedure is to outline the process to be followed in cases of planned and unplanned absence in order for the Company to plan and also ensure the fair and equitable treatment of all staff.

TIMEKEEPING

You are required to attend work punctually in accordance with your hours defined within your Statement of Terms of Employment. You are expected to work such other hours as may be reasonably required of you by the Company, having regard to the nature of your duties and the necessity of promoting the best interests of the Company.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in disciplinary action being taken up to and including dismissal.

The core office hours are 9.00 am to 5.30 pm Monday to Friday with a one hour unpaid lunch break.

ABSENCE

The Company recognises that in certain circumstances employees may require time off work for reasons other than pre-booked holidays and the purpose of the next section is to outline the procedure to be followed in such circumstances.

APPOINTMENTS

You are normally expected to ensure that appointments to visit doctors, dentists, hospitals and opticians etc, are made in your own time, and outside normal working hours. In the event that this is not reasonably practicable, time off work will be allowed to attend such appointments providing that:

- the appointment is substantiated with an appointment card;
- the timing of the appointment causes as little disruption as possible i.e. at the beginning or end of the working day; and
- prior permission is obtained

You will be required to make up the time for attendance at any appointments during working hours.

ABSENCE NOTIFICATION

You must follow the procedure set out below for all absence, including holidays, sickness and authorised appointments. Prior permission must be obtained from your Line Manager and an Absence Record Form completed before the start of any absence other than sickness.

Absence for reason of sickness must be notified to your Line Manager (or in their absence the designated person) as soon as possible but no later than 9am on the first morning of absence, or your normal start time.

It is your responsibility to keep the Company advised of circumstances which are preventing you from attending work and of your likely date of return.

In cases of sickness of 7 calendar days or less a Self Certification Form, must be completed immediately upon return to work. Where, however, the absence is expected to or lasts for a period in excess of 7 days, a Medical Certificate(s) will be required from a Doctor to cover you for the duration. Medical Certificates must be forwarded immediately to the Company; failure to do so may result in sick pay being delayed or withheld and disciplinary action being take.

Unauthorised absence will lead to disciplinary action up to and including dismissal.

A Doctor may specify that an employee may be fit to return to work taking account of following advice and will suggest ways that the employee can return such as phased return to work, flexible working, amended duties and/or workplace adaptations along with the details of the functional effect of the individual's condition. In these circumstances a Manager will meet with the employee to discuss the advice on the statement and assess whether a return is feasible. Wherever operationally feasible the Company will support and assist the employee's return to work and agree how to manage this including impact on terms of employment on a case by case basis.

ACCESS TO MEDICAL REPORTS

In certain circumstances it may be necessary for the Company to obtain a Medical Report from your Doctor/Specialist in order to establish:

- fitness to undertake the new role
- reason for and likely duration of absence;
- when you will be able to return to work, and whether the problem will recur;
- what, if any, treatment is being prescribed;
- whether you can carry out all the duties of your job.

It is in the interests of both you and the Company to establish, with the benefit of expert medical opinion, your ability to work.

You have certain rights under the Access to Medical Reports Act 1988. The Doctor/Specialist cannot submit the report to the Company without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Company.

If you indicate that you wish to see the report in advance, the Company will inform you when the Doctor/Specialist has been written to; and the Doctor/Specialist also will be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Company, you still have the right to write to the Doctor if the report has not been provided to the Company, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report. It is the Company's policy to send you a copy of the report in any event prior to a meeting being arranged to discuss the report.

You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this). You may ask the Doctor/Specialist to amend any part of the report which is considered by the employee to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of his/her views with the report.

No decision will be made that could affect your employment without careful consideration of all circumstances. Where the Company wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent, the Company will take a decision regarding continuing employment without the benefit of medical opinion other than that contained on the Fit for Work Certificate.

STATUTORY SICK PAY

You may be entitled to receive pay when you are absent from work due to sickness. This is known as Statutory Sick Pay (SSP) and is paid out and administered by employers on behalf of the Government.

There are many requirements and conditions attached to payment of SSP both for the employee and employer. If you are to receive your entitlement the following rules and procedures together with those set out in the procedure for absence notification must be adhered to:

NOTIFICATION

SSP cannot be paid unless and until the following written evidence is supplied;

- first 7 days of absence – a Self Certification form, absence record form or Doctor's Certificate
- thereafter – Doctor's Certificate

It is important to remember that no payment can be made for any intervals of sickness absence not covered by a certificate

WHEN SSP IS PAYABLE

SSP is normally only paid for a day or days you normally work. For example, if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days. SSP cannot be paid for the first 3 days of sickness. Therefore, payment starts on the 4th day, and continues for as long as you are absent up to a maximum of 28 weeks in any one period of sickness. However, if you are absent due to sickness within 8 weeks of a previous period of sickness and providing both periods of absence are for 4 days or more (calendar days), SSP will be paid from the start of the second period of absence. SSP is paid in exactly the same way as normal earnings, although your average earnings must be over the National Insurance Lower Earnings Limit to qualify for SSP.

IMPORTANT

- If you have been absent due to sickness and are found not to have been genuinely ill, you will be subject to the disciplinary and dismissal procedure which could include dismissal.
- The Company reserves the right to withdraw or amend the benefit at any time and to take disciplinary action against you or groups of employees who are considered to be abusing the scheme.
- The Company reserves the right to withdraw or amend the benefit at any time if it believes that injury is caused or exacerbated by participation in sports which carry a high degree of risk
- Where payable, sickness or industrial injury benefit must be claimed from the Benefits Agency and any benefit received must be notified to the Company; such benefits will be deducted from the above payments.
- If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations you will not be entitled to sickness payments from the Company. However should subsequent proceedings exonerate you or no disciplinary action taken Company Sick pay will be paid according to Company Sick Pay Rules.
- If you are absent from work due to injury or illness caused by a third party, any payments made by the Company as sickness payment will be classed as a loan. This will be repayable to the Company by an employee if compensation for loss of earnings is recovered from the third party.
- Eligibility for sickness payment will not prevent the Company from terminating an individual's employment prior to the expiry of the above maximum benefits.

COMPANY SICK PAY

Under 12 months service

SSP only

Employees with over 12 months continuous service will be able to participate in the Company's Sick Pay scheme. Company Sick Pay is discretionary and will be paid dependent upon the level and pattern of absence, nature of sickness, length of service and previous performance. For a complete sick pay year (January to December) a maximum of 10 days Company Sick Pay will be paid to eligible employees (inclusive of Statutory Sick Pay). There is no right to Company Sick Pay which is paid at your normal rate of pay and if sickness spans two sick pay years there is no entitlement to receive a further 10 days company sick pay. Part time employees will be entitled to pro rata sick pay.

SPECIAL LEAVE POLICY

The Company is keen to adopt flexible working practices which is supportive and enables you to balance the demands of life with managing work and developing a career.

The law provides employees with a range of statutory rights in this respect and the Company is committed to ensuring that you are made aware of the Company's responsibilities in creating and maintaining a flexible and supportive work environment whilst operating an efficient and profitable business.

STATUTORY TIME OFF

Public Duties

Under current employment legislation those of you who hold certain public positions are entitled to reasonable time off during normal working hours to perform the duties associated with the position. Such positions include Magistrates, local Councillors, statutory Tribunal Members, etc.

You are not, however, entitled to payment for this time.

Jury Service

You are entitled to time off work to fulfil your duties with regard to Jury Service. In the event of you being summoned to attend for Jury Service, you must notify management immediately on receipt of the Jury Summons, giving details of dates required to attend the Court. If you are retained on Jury Service for a prolonged period you have an obligation to notify management and must keep in regular contact with your immediate supervisor throughout.

You must return to normal working immediately following your release from Jury duties.

You are reminded to ensure that expenses claims are submitted to the Court in accordance with the available allowances.

Although you are not entitled to payment for this time off, the Company will pay the difference between expenses and compensation for loss of earnings claimed from the Court and basic earnings for a maximum of one week.

PARENTAL LEAVE

If you have completed one year's service and have children, including adopted children, under the age of 18 you are entitled to take **unpaid** parental leave to care for that child (or children) or make arrangements for its welfare.

The right is available to both men and women and is additional to maternity leave.

If you wish to take parental leave you should be aware of the following:

- Parental leave is available for parents of children, including adopted children, who are under the age of 18.
- You must have at least one year's continuous service with the Company.

- Leave can be taken from the date of the child being born until the child's 18th birthday.
- Total entitlement **per child** is 18 weeks.
- Leave has to be taken in blocks of one week (maximum 4 weeks per year, per child). For parents of disabled children, leave can be taken in days (again up to a maximum of 4 weeks per year, per child). A disabled child is one for whom disability living allowance is awarded.
- You are entitled to return to the same job after a period of leave.
- Your contract of employment will remain in force during the absence.
- The period of leave will be unpaid.
- The period of notice to be given by you or the Company to terminate the employment remains the same

You should also note that the Company's policies regarding disciplinary/grievance procedures, redundancy and dismissal remain unaffected by you taking parental leave. Periods of parental leave will be counted for the purposes of continuous employment.

Notice Requirements

- 21 days' notice is required in writing for one week's leave, unless this is not possible (e.g. when a child is born prematurely). Requests for parental leave should be authorised by the Managing Director and the Company can postpone the taking of Parental Leave for up to six months.

PATERNITY LEAVE

If you wish to take paternity leave you must notify the Managing Director of your intention to take paternity leave, and submit a self-certificate, at the latest during the 15th week before the expected week of childbirth or if this is not possible as soon as is reasonably practicable.

To qualify for paternity leave, you:

- Must be the biological father, married to the mother or the partner of the mother (whether of a different sex or the same sex living with the mother in an enduring family relationship but not an immediate relative).
- Must be taking the time off to support the mother and/or care for the new child.

- Must have been continuously employed with the Company for 26 weeks ending with the 15th week before the expected week of childbirth (the qualifying week)
- Should be employed by the Company from the qualifying week up until the birth of the baby.

Paternity leave can be up to 2 weeks and can only be taken in one block of either one or two weeks. Leave cannot start before the actual date of birth and can only be taken during the 56 days after the actual date of birth, or if the child is born early, up to 56 days after the expected date of childbirth.

If you wish to change the start date, you must give 28 days notice or if this is not reasonably practicable, as soon as is reasonably practicable. You will be paid for this leave at the standard rate or 90% of your average weekly earnings if this is less.

SHARED PARENTAL LEAVE

Shared Parental Leave is designed to give parents more flexibility in how to share the care of their child in the first year following birth or adoption. Parents will be able to share a pot of leave, and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

To qualify, the mother or adopter must be entitled to some form of maternity or adoption entitlement, have given notice to curtail it and must share the main responsibility for caring for the child with the named partner. For a parent to be eligible to take Shared Parental Leave they must be an employee and they must pass the continuity of employment test.

- Continuity of employment test: the person must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and is still employed in the first week that Shared Parental Leave is to be taken.
- Employment and earnings test: the person must have worked for at least 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold.

The mother or adopter decides whether to keep taking their maternity or adoption entitlement or to use Shared Parental Leave. If they choose to use Shared Parental Leave, they can end their entitlement or give advance notice to curtail it. This advance notice means their partner could begin to take Shared Parental Leave while the mother or adopter is still on maternity or adoption leave.

Shared Parental Leave may be taken at any time within the period which begins on the date the child is born/date of the placement and ends 52 weeks after that date.

An employee is entitled to submit three separate notices to book leave. Leave must be taken in complete weeks and may be taken either in a continuous period, which an employer cannot refuse, or in a discontinuous period, which the employer can refuse. If a request for discontinuous leave is refused then the total amount of leave requested in the notice will automatically become a continuous block unless it is withdrawn.

Shared Parental Pay

Statutory Shared Parental Pay is paid at £139.58 or 90% of your average weekly earnings (whichever is lower).

If the mother or adopter curtails their entitlement to maternity/adoption pay or maternity allowance before they have used their full entitlement then Statutory Shared Parental Pay can be claimed for any remaining weeks.

To qualify for Statutory Shared Parental Pay a parent must pass the continuity of employment test and have earned an average salary of the lower earnings limit of £111 for the 8 weeks' prior to the 15th week before the expected due date or matching date. The other parent in the family must meet the employment and earnings test.

ADOPTION LEAVE AND PAY

Employees who are adopting a child and who meet certain qualifying conditions have the right to take 26 weeks' Ordinary Adoption Leave and the right to an additional 26 weeks of absence. Statutory adoption pay is payable for up to 26 weeks at the current standard rate.

TIME OFF FOR DEPENDANTS/FAMILY EMERGENCIES

You are entitled to reasonable time off for urgent incidents of real need involving a dependant, who is a member of the immediate family or someone for whom there is primary caring responsibilities, or where you are the only person who can provide assistance in a serious emergency.

The entitlement to time off in such circumstance is limited to what is reasonable to deal with the immediate problem and sort out any longer term arrangements.

You are not entitled to payment for this time off but the Company may at its entire discretion agree to pay full pay for some or all off the time off.

COMPASSIONATE LEAVE

In the event of you requiring compassionate leave as a result of death or serious illness of a member of your immediate family, you should contact the Managing Director or his nominee so that the period of time off can be established. Any such time off is entirely at the discretion of the Managing Director or his nominee. Please note Compassionate Leave may be agreed on full pay or may be part paid and partly unpaid.

The period of leave and payment terms will be communicated to you when Compassionate leave is agreed.

PREGNANCY AND MATERNITY RIGHTS

The legislation which governs maternity rights is complex and it is difficult to summarise it accurately. This policy is for guidance only, it aims to set out the statutory maternity benefits available to you (female) during pregnancy and after the birth of a baby but does not create any additional contractual rights. It is subject to any future amendments necessary to reflect changes in relevant legislation. If you have any questions arising from the summary set out below, please contact the Managing Director. Once your pregnancy has been confirmed, you should inform the Managing Director in order that you can be advised of your maternity rights and discuss the options available.

Time Off for Ante-Natal Care

If you are pregnant, you are entitled to a reasonable amount of paid time off work for ante-natal care. There are no particular requirements in relation to your first ante-natal appointment, as long as the appointment is made on the advice of your doctor, midwife or health visitor.

For each ante-natal appointment after the first, you should produce to the Managing Director:

- a medical certificate from your doctor, midwife or health visitor confirming that you are pregnant; and
- an appointment card or other document showing that an appointment has been made for you.

We would encourage you to arrange appointments, where possible, outside working hours to minimise the impact on your colleagues, however, reasonable time off work to attend such classes will be allowed and give the Managing Director as much notice as possible of your appointment.

Ordinary Maternity Leave

All women, irrespective of length of service and number of hours worked are entitled to 26 weeks' ordinary leave. You must inform us of your pregnancy at the latest during the 15th week before your expected week of childbirth.

Notification Requirements

The earliest date that you can choose to start your ordinary maternity leave is 11 weeks before the expected week of childbirth. You must give notice in writing, at least 28 days', of when you wish to start your maternity leave and submit the MAT B1 form from your doctor or midwife for notification of the expected week of childbirth. If you wish to change your maternity leave start date you must give at least 28 days' notice in writing again.

If you do not give the required notice you may lose your rights to start your maternity leave on the intended day and to receive statutory maternity pay.

Ordinary maternity leave ends 26 weeks after it has started. If you wish to return to work before the end of your ordinary maternity leave, you must give 8 weeks' notice of the date you plan to return.

Contractual Benefits

During ordinary maternity leave you are entitled to all your normal contractual terms and conditions of employment except for those relating to your salary, this means your contractual holiday entitlement, benefits and pension rights. Most women will also be entitled to Statutory Maternity Pay, details of which are given later within this policy.

COMPULSORY MATERNITY LEAVE

All women must take a period of compulsory maternity leave following a period of childbirth. This is for your own health and safety. It is unlawful for the Company to allow any woman to work during her compulsory maternity leave period. Compulsory maternity leave lasts for two weeks from the actual date of childbirth.

ADDITIONAL MATERNITY LEAVE

All women, irrespective of length of service and number of hours worked are entitled to additional leave. Additional maternity leave commences at the end of ordinary maternity leave and lasts for up to a further 26 weeks. This means that you are entitled to a total of 52 weeks.

Contractual Benefits

During additional maternity leave only certain terms and conditions apply. Your contract of employment continues throughout additional maternity leave, unless expressly terminated by you or the Company, but only the following terms are applicable:

- The Company's obligation of trust and confidence,
- Your duty of loyalty and confidence,
- Accrual of statutory holiday entitlement,
- The redundancy and disciplinary policies,
- Notice of termination.

Please note that you will still be required to pay income tax on any taxable benefits which the Company will maintain through Additional Maternity Leave with the exception of remuneration.

If you wish to return to work before the end of your additional maternity leave, you must give 8 weeks' notice of the date you plan to return.

RETURNING TO WORK AFTER MATERNITY LEAVE

You are entitled to return to the same job, or one of equivalent status, on the same terms and conditions of employment, as if you had not been absent, unless a redundancy situation has arisen.

Unless you inform us otherwise, it will be assumed that you intend to return at the end of your full maternity leave entitlement. If you do not want to return to work at

the end of your maternity leave period, you should submit your notice of employment termination in the usual way.

“KEEPING IN TOUCH DAYS”

During your maternity leave we are entitled to make reasonable contact with you and with mutual agreement you will be able to work for up to 10 days without losing your right to maternity leave or maternity pay. These days will enable you to remain up to date with changes at work and facilitate your return to work. There is no obligation on either your behalf or that of the Company to either offer any keeping in touch days or for you to work them. For each day worked the Company will pay you the difference between your Maternity Pay and salary at your normal daily rate.

MATERNITY PAY

To qualify for Statutory Maternity Pay (SMP):

- You must have been continuously employed with the Company for 26 weeks ending with the 15th week before the expected week of childbirth (the qualifying week)
- Your average earnings must be at least as much as the lower earnings limit for National Insurance contributions, which applies at the end of your qualifying week

If you leave the Company voluntarily for a reason not connected with your pregnancy between the qualifying week and the start of your maternity leave, you will not be eligible for SMP.

SMP is 90% of your earnings paid for the first 6 weeks, and at the current statutory rate for the remaining 33 weeks or 90% of your average earnings if this is less. The higher rate of SMP is calculated on average earnings made between the 23rd and 15th week before the expected week of childbirth.

If you are not entitled to SMP you may qualify for Maternity Allowance (MA). Accounts will advise you as to whether you satisfy the conditions for MA and provide you with a Form SMP 1 when you stop work.

RIGHT TO REQUEST TO WORK FLEXIBLY

The Company is keen to adopt flexible working practices which is supportive and enables you to balance the demands of life with managing work and developing a career. As such the Company will give serious consideration to all requests made to work flexibly.

In order to give all requests to work flexibly serious and fair consideration the following procedure will be adopted.

To apply to work flexibly the following will apply:

- You must be an employee and have worked for the Company for at least 26 weeks at the date the application is made
- not have made another application to work flexibly under the right during the past 12 months

Should you wish to make a request to change terms and conditions of employment you should specify the following:

- the change applied for
- the date on which it is proposed the change should become effective
- the effect if any the employee thinks the change would have on the employer
- how in their opinion any such effect might be dealt with

A meeting will then be held to discuss the application within 28 days of the application at a time and place being convenient to both. You may bring a companion along. If your companion cannot attend then the meeting maybe deferred to a new time within 7 days of original date.

Within 14 days of the meeting you will be provided with written and dated notification of the Company's decision. If the application is rejected the notification will state which grounds for rejection apply with an explanation as to why those grounds apply and the appeal procedure.

If appealing, you must send dated written notice setting out the grounds of appeal within 14 days of the date of rejection of application. Within 14 days of receiving the appeal, a meeting will be held at a mutually convenient time and place for the appeal meeting and you can be accompanied by a companion again.

Within 14 days of the appeal meeting, the Company will give you a written and dated appeal decision. A rejection must contain the grounds and an explanation as to why the grounds apply.

HOLIDAY ENTITLEMENT AND CONDITIONS

Entitlement to annual holidays is detailed on your Statement of Main Terms of Employment.

The Company recognises all UK Bank and Public Holidays and where these days fall on a normal working day you should take the day from your holiday entitlement.

- | | |
|----------------|---------------------------------|
| New Year's Day | Spring Bank Holiday Monday |
| Good Friday | Late Summer Bank Holiday Monday |
| East Monday | Christmas Day |
| May Day | Boxing Day |

An alternative day will be designated where any of these days fall on a Saturday or Sunday, where Saturday or Sunday do not form part of the normal working week.

Part time employees are entitled annual holidays on a pro rata basis to the entitlement for full time employees.

The holiday year runs from 1st January to 31st December. Employees will accrue annual holidays on the basis of 1/12th of the annual entitlement for each full month of service on the holiday year. Payment for annual and bank/public holidays will be at your normal pay.

When you leave, payment will normally be made for all unused accrued holiday entitlement on a pro rata basis to service in the current holiday year. If you have taken more annual holiday entitlement than you have accrued during the holiday year the balance will be deducted from any outstanding pay.

Unused accrued holiday in excess of the statutory minimum entitlement will not be paid at the end of employment, where termination is due to gross misconduct or where the full contractual notice period is not served and worked.

All annual holiday must have prior approval and authorisation from your Line Manager using a Holiday Request Form.

You must give at least 1 months' notice of intent to take any holiday period of 1 week or more. Notice of 1 week for a holiday period of less than 1 week must be provided. The Company will respond to your request for holidays as soon as possible. Not more than 10 working days/two weeks will be permitted to be taken at any one time, unless a specific arrangement is made with your Line Manager and the Managing Director.

Where staff are employed on a rotation basis all holiday is included within rest periods. If there are any issues with the timing of the rest period and return to home country please raise immediately with your Line Manger who will refer to the Managing Director.

Where too many employees require the same holiday period which if granted would impair the efficiency of the operation, management will grant holidays on the basis of first request, first granted.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless you have followed the absence notification procedure and supplied the required certification.

DISCIPLINARY AND DISMISSAL POLICY AND PROCEDURE

The purpose of the Disciplinary and Dismissal Policy and Procedure is to outline a recognised and consistent system to deal with any issues of conduct, capability or other circumstances which may result in either a disciplinary warning or dismissal.

The Disciplinary and Dismissal Procedure does not form part of your contract of employment.

A decision to give a disciplinary warning or to dismiss will only be taken after you have been issued with a written statement setting out the nature of the conduct, capability or other circumstances that may result in such action. A formal disciplinary meeting will be held with you and you will always be given the opportunity to be accompanied by a fellow employee or an accredited trade union official. You must take all reasonable steps to attend the meeting. Throughout the Disciplinary and Dismissal Procedure you will be given every opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is given.

If conduct or performance is shown to be unsatisfactory you will normally be given a warning. You will be told of the reason for the warning, the improvement required and the timescales over which the improvement is required or over which your performance will be monitored. You will be told at what stage of the Company's Disciplinary Procedure the warning is and that further misconduct or unsatisfactory or no improvement may result in disciplinary action being taken. You will be advised of your right of appeal.

The Company may instigate disciplinary proceedings at any stage depending upon the severity of the situation.

Disciplinary action may take any of the following forms according to the severity of the offence, for clarity a warning may be given at any level:-

1. **A verbal warning.**

If conduct or performance is unsatisfactory, you will normally be given a formal verbal warning. A record of the verbal warning will be placed on your personnel file. The warning will be disregarded for disciplinary purposes after 1 year subject to satisfactory conduct and performance.

2. **A written warning**

If misconduct or poor performance continues or if you have committed a more serious offence, a first written warning will be given. A written warning will be issued to you and a copy placed on your personnel file. The warning will be disregarded after 2 years subject to satisfactory conduct and performance.

3. **A final written warning.**

If misconduct or poor performance continues or if the matter is sufficiently serious, a final written warning will be given. A final written warning will be issued to you and a copy placed in your personnel file. Upon the issue of a final written warning you will be advised that any further breaches of the rules **will** result in dismissal.

4. **Dismissal**

If your conduct or performance is still unsatisfactory or in cases of serious or gross misconduct, you may be dismissed. Dismissal may be with or without notice depending on the circumstances, and may occur whether or not warnings have been issued previously. You will be given reasons for dismissal and will be told when your employment will end.

You are entitled to appeal against any disciplinary or dismissal decision taken against them, such appeal being held in accordance with the Appeal Procedure.

DISCIPLINARY RULES

It is your duty to observe the following general rules and to behave in a reasonable way towards fellow employees and other persons with whom you come into contact when carrying out your duties.

GENERAL RULES

- Employees have an obligation to ensure that they conform to the requirements of the Equal Opportunities Statement and to the Harassment and Bullying Policy, and must not act in a manner which could be considered to be of an unlawful discriminatory nature.
- Employees are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- Employees will be required to demonstrate the competencies required for the job, especially where such skills are claimed or implied at the time employment commenced.
- Socialising it not permitted on the premises without prior authorisation
- It is not permitted to remove Company material or equipment from the premises without prior permission.
- Employees are expected to act wholeheartedly in the interests of the Company at all times. Any conduct detrimental to its interests or its relations with its customers, clients and suppliers, the general public or damaging to its public image shall be considered to be a breach of Company rules.
- The Company reserves the right to require employees to agree to submit their person or property to being searched whilst on the Company's premises, or at any time at the reasonable requirement of the Company.
- The Company reserves the right to require employees to agree to submit to random drug tests.

- Smoking is not permitted in the buildings.
- All employees must be mindful of their own health and safety and that of colleagues and members of the public.
- Employees must act in accordance with the Company's Working Procedures.
- Company PC's must not be used for unauthorised outside work.
- Employees must comply with the Computer Users policy at all times.
- The Company reserves the right to instigate the Disciplinary and Dismissal procedure if any employee has his registration withdrawn by the relevant, regulatory body.

This list is not exhaustive.

GROSS MISCONDUCT OFFENCES

The following acts are examples of Gross Misconduct offences and as such will render you liable to Summary Dismissal (i.e. dismissal without notice). This list is not exhaustive.

- Fighting, physical assault or dangerous horseplay
- Deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by a superior during working hours.
- Serious insubordination
- Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language
- Theft, or misappropriation of property belonging to the Company, clients', customers', suppliers', visitors', or other employees.
- Wilful damage or negligence involving damage to property belonging to the Company, clients, customers, visitors, suppliers, other employees or the general public.
- Performing, arranging or carrying out any work or activity which could be considered to be in competition with or which adversely affects in any way the Company's interests.
- Fraud or any other illegal offence committed against the Company.
- Drinking alcohol during working hours, being under the influence of alcohol/drugs and/or drug abuse.

- Breach of safety rules and/or any action which seriously endangers the health or safety of an employee or any other person whilst at work.
- Deliberately making a false entry in the written records of the Company.
- Knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae.
- Flagrant flouting of the Company Confidentiality clause.
- Proven discrimination on the grounds of sex, race, disability, age, sexual orientation, gender, colour, nationality, ethnic or national origin, religion, beliefs, disability, trade union membership or non-membership, or marital status.
- To be in receipt of bribes that could effect the placing of business with a supplier of goods or services.
- Unauthorised access to, or disclosure of, any confidential information to a third party.
- Unauthorised access to, or disclosure of, any part of the Company's computer data to a third party.
- The act of copying computer software without authorisation
- Indecent or lewd behaviour of a serious nature

RIGHT OF APPEAL

If you wish to appeal against any disciplinary decision, you should inform the Managing Director or his nominee in writing within three working days of receiving written notification of the disciplinary decision. You should set out the grounds of your appeal.

All appeals will be heard as soon as possible, by the Managing Director where this is inappropriate because of his prior involvement in the matter) whose decision will be final. The decision will be communicated to you in writing within five working days of the hearing.

SUSPENSION

The Company has the right at any time (including during any notice period) to suspend all or any of your duties for such a period and on such terms as it considers appropriate, and may require that you do not attend the Company's office from time to time whether during your notice period or otherwise. Suspension does not terminate your employment or affect your right to salary and benefits.

GRIEVANCE PROCEDURE

Where you have a grievance relating to any aspect of employment you should have no hesitation in raising the matter with the Managing Director as stated in your Statement of Main Terms of Employment.

The grievance must be set out in writing.

It is the Company's intention to consider all grievances as soon as possible, and where appropriate a meeting will be held usually within 5 days of your raising the grievance. The meeting will enable you to give full details. You are entitled to be accompanied by a fellow employee or accredited trade union representative.

Should you believe the grievance has not been satisfactorily resolved you have the right of appeal. You should appeal in writing to the Managing Director or his nominee stating the grounds of your appeal. The decision reached at appeal will be final.

RETIREMENT

There is no retirement age applying to employees in this Company. You should notify when you intend to terminate your employment due to retirement by addressing a letter of resignation to your manager. You will be required to give the normal amount of notice set out in your terms and conditions of employment.

If you are a member of the pension scheme and are considering retirement you are advised to raise this with the pensions provider to request:

- The time and the date that benefits under the scheme will be available to you
- An estimate of likely remuneration, to facilitate decision-making
- The necessary forms.

Due to the time it takes to process pension benefits you are advised to give the pension provider at least 12 weeks' notice of your intention to retire.

COMPANY PROPERTY

It is agreed and understood by both parties that all the Company's property, including but not limited to, money, keys, tickets, prizes, stocks, documents, equipment, memoranda, client lists and the like produced by you as a Company employee or used or acquired by you in the course of employment and any copies thereof are and remain the property of the Company and that on termination of employment howsoever arising the property will be delivered up forthwith to the Company all such as mentioned above in the employees possession. The copyright in all such documents shall at all times belong to the Company.

Company property should be treated with care and respect at all times. Abuse of Company property, including misuse of Company telephones and computer systems (to include email and internet), will be viewed seriously.

If damage to Company property is discovered it should be reported to the Managing Director immediately.

COMPANY ACCOMODATION

Whilst staff are working overseas on company business, accommodation is provided. The premises may or may not be company owned but it is always the intention of the Company that the accommodation will be suitable for the purpose and be a place where staff are safe and it is clean and welcoming. If you have any concerns with regard to the accommodation provided, either from a safety, cleanliness or suitability factor or any other reason please raise it immediately with one of the Directors of PSAL who will undertake to review and take action as deemed appropriate.

The accommodation will be shared housing and consequently it is imperative that all who use the premises accept the responsibility to treat others as they would like to be treated themselves, with respect at all times. Whilst the principle is to respect each other, outlined below is a non-exhaustive list of expectations of staff using the accommodation whilst working overseas:

- Keep noise at a level that does not interfere with the sleep and comfort of other residents and neighbours. This includes TVs, stereos, CD players, musical instruments, singing, shouting, etc. Reduce the level of noise immediately if asked to do so;
- Behave with respect and consideration towards other residents. This includes not using foul and abusive language, not using other residents' possessions without permission and respecting the privacy of others
- Keep your space in a clean state and carry out your share of cleaning in the communal areas, e.g. the kitchen.
- To not smoke in communal areas unless it is a designated smoking area
- To not socialise on the premises, i.e. neither friends nor guest should be invited to stay in the accommodation without prior agreement of a Director of the Company and others using the facility.

Failure to act with due respect at all times may be deemed to be bringing the reputation of the company into disrepute which may be considered a disciplinary offence under the rules contained within the company handbook. If there are any queries with regard to expectations please query immediately.

It is hoped that all staff from Paterson Simons & Co (Africa) Ltd and its associated companies will treat fellow colleagues and others staying within the accommodation with respect and consideration. If you have any cause for concern please raise it immediately with a Director of the company.

EQUAL OPPORTUNITY POLICY

The Company is committed to the principle of equal opportunity in employment.

Accordingly, management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant or employee receiving less favourable treatment on the grounds of race, colour, nationality, ethnic or national origin, age, religion, beliefs, disability, trade union membership or non-membership, sex, sexual orientation or marital status or being a part-time or fixed term worker. The objective is to ensure that individuals are selected, promoted and otherwise treated fairly solely on the basis of their relevant aptitudes, skills and abilities.

Management has the primary responsibility for successfully meeting these objectives by:

- Not discriminating in the course of employment against employees or job applicants;
- Not inducing or attempting to induce others to practice unlawful discrimination; and
- Bringing to the attention of employees that they will be subject to action under the Disciplinary and Dismissal Procedure for discrimination of any kind.

Individual employees have the responsibility to ensure that they assist the Company in successfully achieving these objectives and can contribute by:

- Not discriminating in the course of employment against fellow employees, customers and/or clients, suppliers or members of the public with whom they come into contact during the course of their duties
- Not inducing or attempting to induce others to practise unlawful discrimination; and
- Reporting any discriminatory action to the Managing Director or his nominee.

The successful achievement of these objectives necessitates a contribution from everyone and all employees have an obligation to report any act of discrimination known to them.

Employees who consider that they are a victim of unlawful discrimination may raise the issue through the Grievance Procedure.

This Equal Opportunities Policy is a statement of intent and does not form part of your contract of employment.

HARASSMENT POLICY AND PROCEDURE

The Company recognises the right of every employee to work in an atmosphere free of harassment and to complain about it should it occur. The Company agrees to take appropriate steps to promote such a workplace.

It is against the principles of this Company for any employee to harass another employee in any way. Such conduct will not be tolerated. All employees will be expected to comply and appropriate disciplinary action, including dismissal for serious offences, will be taken against any employee who is found to have harassed a colleague.

WHAT IS HARASSMENT?

There is not a single simple definition of harassment. This is because harassment can take many forms, occur on a variety of grounds and may be directed at an individual or group of individuals. Harassment may occur between people of the same sex or the opposite sex. It is not the intention of the perpetrator but the deed itself and the impact on the recipient which determine what constitutes harassment. Ultimately, the question which has to be asked is has an individual or group of individuals been treated in a detrimental way on improper grounds?

FORMS OF HARASSMENT

Harassment may take many forms. It can range from extreme forms such as violence and bullying, to less obvious actions like ignoring an individual. Whatever the form of harassment it will be unwanted behaviour which is unwelcome and unpleasant. Forms of harassment may include:

- Unwanted and repeated physical contact including unnecessary touching, patting or pinching or brushing against another employee's body;
- Unwanted sexual advance, propositions or pressure for sexual activity and/or continued suggestions for social activity outside the workplace after it has been made clear that such suggestions are unwelcome;
- Verbal and written harassment through jokes, offensive language, gossip and slander; letters
- Visual display of posters, graffiti, obscene gestures, flags, emblems;
- Isolation or non-cooperation at work, exclusion from social activities; and
- Intrusion by pestering, spying, following.

MANAGERIAL RESPONSIBILITY

All supervisory personnel are responsible for eliminating any harassment or intimidation of which they are aware. The problem may be resolved by immediate and firm action which will prevent escalation.

Management should:

- Take prompt action to stop harassment as soon as it is identified, in some cases by pointing out that the behaviour is unacceptable;
- Ensure that offensive or potentially offensive material is not displayed in the work place;
- Make clear that this kind of behaviour is not acceptable and where appropriate will be treated as a disciplinary matter; and
- Investigate all complaints made by any employee against another or others.

PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT

1. Wherever possible, an employee who believes that he or she has been the subject of harassment should, in the first instance, ask the person responsible to stop the harassing behaviour as it is unacceptable to them. Person to person reproof at any early stage will often be sufficient to stop the behaviour which is causing the offence without involving third parties.
2. If the recipient needs help or advice, they should seek the involvement of trusted friends. This would still be short of making the matter official by involving management.
3. If the harassment continues the employee should take their complaint through the grievance procedure.
4. All complaints will be handled in a timely and confidential manner. Employees shall be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly.
5. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and prevent its recurrence will be taken. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser and not the victim.
6. Employees shall be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment, employees must be aware that if they raise complaints which are proven to be deliberately vexatious they themselves will become subject to disciplinary proceedings.

COMPUTER USERS' PROCEDURE

Data Protection

Employees must:

- Not access, process or disclose any personal data other than is necessary to carry out the role for which they are employed; and
- Understand that any change in 'purposes, description, sources, disclosures, overseas transfers of the personal data under their control may require an amendment to what has been notified

Information Security

Employees must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should employees divulge their passwords to anyone else nor should employees gain access or attempt to gain access to information stored electronically which is beyond the scope of their authorised level. When an employee leaves the company group passwords will be changed and access to the company systems removed by the relevant departmental manager

Policy

The use of the e-mail system within the Company is encouraged, as its appropriate use facilitates communication and improves efficiency. Used correctly, it is a facility that is of assistance to many employees. Its inappropriate use however causes many problems ranging from minor distractions to legal claims against the Company. This section sets out the Company's view on the correct use of the e-mail system and explains how this can be achieved, as well as the Company's responses to inappropriate use.

Monitoring

The Company reserves the absolute right to monitor employees' use of e-mail and staff should be aware that 100% of emails are retained for business purposes.

Authorised Use

The e-mail system is available for communication on matters directly concerned with the business of the Company. Employees using the e-mail system should give particular attention to the following:

- The standard of presentation: the style and content of an e-mail message must be consistent with the standards that the Company expects from written communications;
- The extent of circulation: e-mail messages should only be sent to those employees for whom they are particularly relevant
- The appropriateness of e-mail: e-mail should not be used as a substitute for face to face communication; E-mails that are abusive can be a source of stress and can damage working relationships, while hasty messages, sent without proper consideration can cause unnecessary misunderstandings
- The visibility of e-mail: if the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality;

- The Company will be liable for any defamatory information circulated either within the Company or to external users of the systems; and
- E-mail contracts: offers or contracts transmitted via e-mail are as legally binding on the Company as those sent on paper.

Personal use of the e-mail system will be allowed as long as it takes place during legitimate breaks or outside work times, and complies with published rules.

Unauthorised use

The Company will not tolerate the use of the e-mail system for any of the following:

- Any message that could constitute bullying or harassment;
- Any message containing contentious or potentially offensive material;
- On-line gambling;
- Accessing pornography;
- Downloading or distributing copyright information and/or any software available to the user.

INTERNET Policy

The use of the Internet within this Company is encouraged as its appropriate use provides access to a wide range of useful information. Used correctly it is a facility which can be of valuable assistance to the Company and to employees in the performance of their jobs. Its inappropriate use, however, causes many problems ranging from excessive costs for the Company to possible legal claims against the Company.

Monitoring

The Company reserves the absolute right to monitor employees' use of the Internet

Authorised Use

Access to the Internet is provided to employees for matters directly concerns with he business of the Company. Employees with access should be aware that:

- Leaving Internet access open while away from an employee's desk means that unauthorised use may occur in their absence but be attributable to the employee;
- Spending long periods of the working day on the internet means normal work is not being done or colleagues are picking up an unequal share;
- Telephone records and systems records may be used to monitor use of the Internet.

Unauthorised Use

The Company will not tolerate the use of the Internet for any of the following:

- Accessing/downloading pornography or other illegal or obscene material;

- Downloading software which has not been virus checked and approved by Management
- Personal use during working time, and
- Creating and/or operating a personal web site.

This is not an exhaustive list

COMPUTER SOFTWARE

Because of potential virus infection and consequent damage to the business, employees must not load any software into any computer without the prior approval of management. Approval will only be given after virus checking.

Virus protection software is maintained and periodically updated.

Under no circumstances must games or free issue software be loaded into Company equipment.

If a specific application programme is necessary for employees work then it will be purchased by the Company for the employee's use.

Employees must not make 'pirate' copies of Company owned software for use by other persons either inside or outside the Company. This not only breaks Company rules, it is an illegal practice.

Failure to comply with any procedure will give rise to disciplinary action being taken against the employee or employees concerned under the Disciplinary and Dismissal Procedure and this could include dismissal.

USE OF SOCIAL MEDIA POLICY

Definition of social media

For the purposes of this policy, social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes online social forums such as Twitter, Facebook and LinkedIn. Social media also covers blogs and video- and image-sharing websites such as YouTube.

Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. Employees should follow these guidelines in relation to any social media that they use.

Use of social media at work

Employees are allowed to make reasonable and appropriate use of social media websites from the organisation's computers or devices, provided that this does not interfere with their duties.

The organisation understands that employees may wish to use their own computers or devices, such as laptops and palm-top and hand-held devices, to access social media websites while they are at work. Employees must limit their use of social media on their own equipment to their official rest breaks such as their lunch break/times; when they are between jobs or appointments i.e. travelling/times when they are not on duty/times when they are not manning the telephones/times when they are not on the site where they are working.

Excessive use of social media at work

Employees should not spend an excessive amount of time while at work using social media websites. They should ensure that use of social media does not interfere with their other duties as this is likely to have a detrimental effect on employees' productivity.

Monitoring use of social media during work time

The organisation reserves the right to monitor employees' internet usage, but will endeavour to inform an affected employee when this is to happen and the reasons for it. The organisation considers that valid reasons for checking an employee's internet usage include suspicions that the employee has:

- been using social media websites when he/she should be working; or
- acted in a way that is in breach of the rules set out in this policy.

The organisation reserves the right to retain information that it has gathered on employees' use of the internet for a period of one year.

Access to particular social media websites may be withdrawn in any case of misuse.

Social media in your personal life

The organisation recognises that many employees make use of social media in a personal capacity. While they are not acting on behalf of the organisation, employees must be aware that they can damage the organisation if they are recognised as being one of our employees.

Employees are allowed to say that they work for the organisation, which recognises that it is natural for its staff sometimes to want to discuss their work on social media. However, the employee's online profile (for example, the name of a blog or a Twitter name) must not contain the organisation's name.

If employees do discuss their work on social media (for example, giving opinions on their specialism or the sector in which the organisation operates), they must include on their profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer."

Any communications that employees make in a personal capacity through social media must not:

- bring the organisation into disrepute, for example by:
- criticising or arguing with customers, colleagues or rivals;

- making defamatory comments about individuals, the organisation or other organisations or groups; or
- posting images that are inappropriate or links to inappropriate content;
- breach confidentiality, for example by:
 - revealing trade secrets or information owned by the organisation;
 - giving away confidential information about an individual (such as a colleague or customer contact) or organisation (such as a rival business); or
 - discussing the organisation's internal workings (such as deals that it is doing with a customer or its future business plans that have not been communicated to the public);
- breach copyright, for example by:
 - using someone else's images or written content without permission;
 - failing to give acknowledgement where permission has been given to reproduce something; or
- do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
 - making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age;
 - using social media to bully another individual (such as an employee of the organisation); or
 - posting images that are discriminatory or offensive [or links to such content].

Disciplinary action over social media use

All employees are required to adhere to this policy. Employees should note that any breaches of this policy may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity causing serious damage to the organisation, may constitute gross misconduct and lead to summary dismissal.

BUSINESS EXPENSE POLICY

The Company wishes to ensure that all personal expense claims are valid and reasonable and that significant expenditure is properly authorised prior to the Company being committed to such expenditure.

It is the policy of the Company to reimburse you for all necessary and reasonable business travel, accommodation and other expenses incurred during the performance of your duties. This means compliance with Inland Revenue guidelines so as to minimise your personal tax liabilities.

Responsibilities

It is your responsibility and the responsibility of your authorising manager to ensure that the appropriate expenses policy and procedure is strictly complied with. These general rules apply to all employees and managers within the Company:

- a** all expenses claims should be supported by a valid receipt reflecting the amount claimed.

- b** items claimed should be in accordance with the relevant guidelines and definitions of valid business expenditure.
- c** expense claims should be completed accurately and all appropriate data entered on to the expense claim document. The claim should be added up and reconciled with relevant receipts.
- d** the expenses claim should be authorised by the Managing Director who will either authorise and forward to Accounts for payment or return the claim to you for clarification.
- e** all employees must endeavour to be prudent and economical when incurring expenditure during the performance of their duties and should be mindful of minimising costs to the Company at all times.

Procedure for Claiming Expenses

To reclaim expenses you must submit an Expense Claim Form with supporting documentation and appropriate approval signatures. Expenses claimed which are not supported by a receipt (please note credit card voucher receipts are not acceptable) may be declined for payment and/or reduced by the amount(s) not allowed. Should you be required to travel on Company business you may reclaim the cost of travel, if by train or bus the amount should be claimed on your monthly expenses.

If you use a Company car or your own car for business travel you may reclaim fuel costs by completing a Car Mileage Report. Please note that you cannot claim the mileage of your normal journey to work.

The Company reserves the right to change the policy at any time including revising the rates. Should the Company consider the amount of expenses claimed to be excessive it may require you to obtain permission before incurring any further expenses.

Expenses will be paid in accordance with the regulations and interpretation of the HM Revenue and Customs or suspended if necessary at their instruction.

Any attempt to knowingly or falsely claim expenses in breach of the Company's policy will result in action being taken under the disciplinary procedure up to and including summary dismissal.

GUIDELINES

The following claims will be reimbursed providing they are reasonable, and the appropriate documentation has been completed and supporting receipts submitted.

- Cars
 - Mileage at the rate notified
 - All necessary parking charges
 - (Employees are responsible for any fines to penalties incurred)

- | | |
|---------------------------------------|---|
| • Trains | Standard class fare |
| • Accommodation | Hotels – cost of room and all necessary meals and reasonable drinks |
| • Meals whilst on authorised business | Whenever necessary and reasonable |
| • Air Fares | Economy |
| • Company Mobile Phones | To be used for business calls only |
| • Telephone cards | To be used for business calls only |
| • Company credit cards | To be used for Company purchases only |
| • Per diem | £10 for incidentals when office based staff travel on authorised business |

Anti Bribery and Corruption Policy

Please note the Anti-Bribery and Corruption policy is kept on the shared drive and all employees are expected to read and abide by the policy. If there are any concerns or queries please contact your line manager or a Director immediately to discuss.

ALCOHOL ABUSE AND DRUG MISUSE POLICY

Alcohol abuse and drug misuse has a detrimental effect on health, influence work performance and staff relationships and can result in reduced efficiency and increased absence.

The Company has a duty towards and is concerned about the health and welfare of all employees. It is therefore the Company policy to:

- Promote a responsible attitude to the consumption of alcohol amongst employees;
- Offer assistance to those employees who require it; and
- Treat alcohol abuse and drug misuse as a health problem and arrange for employees to seek professional assistance.

The Company will treat any absence due to alcohol abuse and drug misuse in the same way as sickness absence on condition that the employee obtains professional treatment and maintains regular contact with the Company.

The Company will treat all discussions involving employees experiencing an alcohol or drug problem in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor staff relationships, occur or persist the matter will be dealt with under the Company's Disciplinary and Dismissal Procedure. Careful consideration will be given to those who have acknowledged the existence of an alcohol or drug problem and/or have agreed to obtain medical help for the condition. However, any incident which amounts to gross misconduct would be considered a dismissible offence. If an employee fails to complete a prescribed course of treatment or has a relapse following treatment, the matter may be dealt with under the Company's Disciplinary Procedure.

REDUNDANCY POLICY

In the event that the need arises to reduce the number of employees the overriding consideration at all times will be the future viability of the business. The Company may use some or all of the following, as are deemed appropriate at the time of the redundancy, e.g. job performance, relative capabilities, length of continuous service, reliability, conduct, attendance record and suitability for the work which remains and any other factor which it considers relevant.

The Company will give such weight to each of the criteria as considered appropriate.

WHISTLE BLOWING POLICY

Whistle blowing relates to the disclosure by employees of any wrongdoings such as fraud, malpractice, mismanagement or breach of any health and safety laws which they encounter in the workplace.

The purpose of this policy is to ensure that the Company carries out its responsibilities in respect of the law and of its employees, and to ensure that employees act within the law.

Whistle blowing

1. The Company is committed to and expects all its employees to be committed to abiding by legislative requirements at all times.
2. The Company expects all employees to adhere to all rules, policies and procedures.
3. Employees who breach the rules and/or procedures and become liable to a third party or another employee may not be held blameless and may become personally liable.

4. In addition, every employee is expected to advise a member of the senior management team should he or she become aware of a policy or procedure being broken. Assuming these requirements have been met, the employee should then be protected from any personal claims or disciplinary action by the Company.
5. Safety: It is of particular importance and urgency in matters concerning the safety of those on our premises (whether employees, contractors, candidates, customers or visitors) that anyone, including an elected safety representative, who becomes aware of a hazard or dangerous occurrence, notifies either the local safety representative or a member of the senior management team before making any other report.
- 6 Employees who make disclosures covered by the Public Interest Disclosures Act (1998) have the right not to be victimised by the Company. In addition, it will also be automatically unfair to dismiss an employee or select him or her for redundancy on account of such activities - regardless of the age and length of service of the employee.

DATA PROTECTION POLICY

Paterson Simons & Co (Africa) Ltd is a responsible and ethical employer. We regard the lawful, transparent and fair treatment of personal data as very important to maintaining confidence. We collect personal data only for specified, explicit and legitimate purposes and keep it for a specified period. Accuracy is very important, and we take all reasonable steps to ensure inaccurate personal data is rectified or deleted without delay. We adopt appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, accidental loss, destruction or damage.

This policy sets out the Company's commitment to data protection, individual rights and obligations in relation to personal data. Please take a minute to read and understand the policy.

Who this policy covers

This policy applies to the personal data of employees, workers, contractors, volunteers, interns, apprentices and former employees, referred to as HR-related personal data. It does not apply to the personal data of job applicants, clients or other personal data processed for business purposes for which we have separate privacy policies.

Who does what – the legal bits

We hold and use your personal information in accordance with the requirements of the General Data Protection Regulation (**GDPR**) and the Data Protection Act 2018.

Data controller: Paterson Simons & Co (Africa) Ltd Limited. Telephone 01273 623843

Nominated representative: John Traynor, Managing Director.
John@patersonsimons.com

Personal data: is any information that relates to an individual who can be identified from that information

Processing: is any use made of data, including collecting, storing, amending, disclosing or destroying it

Special categories of personal data: means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data

Criminal records data: means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings

Why we collect and process your data

We need to process data to enter into an employment contract with you and to meet its obligations. For example, we need to process your data to pay you in accordance with your employment contract and to administer your benefits.

In some cases, we need to hold and process data to ensure we comply with our legal obligations. For example, we are required to check an employee's entitlement to work in the UK, to deduct tax, to comply with health and safety laws, to enable employees to take periods of leave to which they are entitled, and for reporting purposes.

In other cases, we have a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows us to:

- Maintain accurate and up to date employment records and contact details (including who to contact in an emergency), and records of employee contractual and statutory rights
- Operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace
- Operate and keep a record of employee performance and related processes, to plan for career development, for succession planning and workforce management purposes
- Operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure employees are receiving the pay or other benefits to which they are entitled
- Obtain occupational health advice, to ensure we comply with duties in relation to individuals with disabilities, meet our obligations under health and safety law
- Operate and keep a record of other types of leave including maternity, paternity, adoption, parental and shared parental leave, to allow effective workforce management, and to ensure we comply with duties in relation to leave entitlement

- Ensure effective general HR and business administration, planning, budgeting and financial management
- Provide references on request for current or former employees
- Respond to and defend against legal claims
- Maintain and promote equality in the workplace

Some special categories of personal data, such as information about health or medical conditions, are processed to carry out employment law obligations (for instance those in relation to employees with disabilities).

Where we process other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring. Data we use for these purposes is anonymised or is collected with the express consent of employees, which can be withdrawn at any time. You are entirely free to decide whether to provide such data and there are no consequences for failing to do so.

What information we collect

We collect and process a range of personal information about you including:

- Your name, postal address and contact details including your email, telephone numbers both land line and mobile
- Data of birth
- Gender
- Your terms and conditions of employment
- Details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and us, your CV
- Information about your remuneration, including entitlement to benefits such as healthcare, pensions and insurance cover
- Your bank account details, driving licence details and national insurance number
- Information about your marital status, next of kin, dependants and emergency contacts
- Information about your nationality and entitlement to work in the UK
- Information about any criminal record
- Details of your schedule of work, days and working hours, and attendance at work
- Details of leave you take including holiday, sick absence, family leave and sabbaticals, and the reasons for the leave
- Details of any disciplinary or grievance procedures you have been involved in, including any warnings issued to you and related correspondence
- Assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence
- Information about medical or health conditions, including whether you have a disability for which we need to make reasonable adjustments
- Equal opportunities monitoring information including information about your ethnic origin

We collect the above information in a variety of ways. For example: data might be collected through application forms, CVs or resumes; obtained from your passport or other identity documents such as your driving licence; from forms completed by you at the start of or during your employment such as benefit nomination forms or information you input into the Company's HR management system; from correspondence with you or your advisors, medical practitioners; or through interviews, meetings or other assessments. We may also collect personal data about you from third parties, such as references supplied by former employers, background check providers, or credit reference agencies and information from criminal records checks permitted by law.

How long we keep your data

We will hold your personal data for the duration of your employment. Some of your data is held after the end of your employment if:

- The law requires us to hold it for longer in which case we will hold it for the period the law requires
- For management information purposes and comparisons with prior periods

The relevant retention periods for each set of data are set out below:

SET OF INFORMATION	RETENTION PERIOD
Personal contact details	Deleted at the end of the financial year following the sixth anniversary of leaving the Company. Employee name and NI no. will be retained
Remuneration details (bank details, salary, commission/bonus, NI No, tax code etc)	Bank details deleted once final payment made. All other records kept for six years after leaving
Personal details (DOB, gender, nationality, passport details, marital status, disability information, immigration status)	Delete details at the end of the financial year following the sixth anniversary of leaving the Company
Next of kin contact details	Delete on leaving employment
Employee Details (job details, hours of work, work patterns, holiday entitlement, sickness records)	Retain start/leave date, job title, part/full time information for future references and record of employment. All other detail deleted after six years. Sick and accident absence information retained indefinitely in case of personal injury claim
Employment contact details (work email, telephone, equipment held)	Deleted on leaving employment
Performance information (probationary review, performance appraisals,	Delete 6 years after leaving employment

disciplinary and grievance records, training records)	
Contractual information (terms and conditions, JD, CV, offer letter)	Delete 6 years after leaving employment

Where we store your data

Data will be stored in a range of different places including in your personnel file (in hard copy or electronic format, or both), in our HR management system and in other IT systems including our email system. All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain systems, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA working for us or for one of our suppliers or a service provider who may host our websites and store personal information on our behalf. By submitting your personal data, you agree to this transfer, storing and processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Who has access to your data

Your information may be shared internally, including with members of the HR, finance, your line manager, senior managers and IT staff if access to the data is necessary for performance of their roles.

We share your data with third parties to obtain pre-employment references from other employers or referees you supply to us, obtain employment background checks from third-party providers and obtain necessary criminal records checks from the Disclosure and Barring Service if applicable. We may also share your data with third parties in the context of a sale of some or all the business. In those circumstances, the data will be subject to confidentiality arrangements.

We also share your data with third parties who process data on our behalf in connection with payroll, HR management systems, the provision of benefits and the provision of occupational health services.

Your contact details may be shared with other companies with whom we do business in the ordinary course of business.

We will only disclose your personal information to government bodies and law enforcement agencies to comply with any legal obligation, or to protect the rights, property or safety of our staff, our company or others.

Your rights

As a data subject, you have several rights in relation to your personal data.

Subject access requests

You have the right to make a subject access request. If you make a subject access request, we will tell you:

- Whether or not your data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from you
- To whom your data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers
- How long your personal data is stored (or how that period is decided)
- Your rights to rectification or erasure of data, or to restrict or object to processing your data
- Your right to complain to the Information Commissioner if you think we have failed to comply with your data protection rights
- Whether or not we carry out automated decision-making and the logic involved in any such decision-making

We will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made a request electronically, unless you agree otherwise.

If you want additional copies, we will charge a fee based on the administrative cost of providing the additional copies.

To make a subject access request, you should send the request to the Managing Director john@patersonsimons.com. In some cases, we may need to ask for proof of identification before the request can be processed. We will inform you if we need to verify your identity and any documentation we require.

We will normally respond to a request within a period of one month from the date it is received. In some cases, such as where we process large amounts of the individual's data, we may respond within three months of the date the request is received. We will write to you within one month of receiving the original request to tell you if this is the case.

If a subject access request is manifestly unfounded or excessive, we are not obliged to comply with it. Alternatively, we can agree to respond and will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If you submit a request that is unfounded or excessive, we will notify you this is the case and whether we will respond to it.

Other rights

You have several other rights in relation to your personal data. You can require us to:

- Rectify inaccurate data
- Stop processing or erase data which is no longer necessary for the purposes of processing

- Stop processing or erase data if your interests override our legitimate grounds for processing data (where we rely on our legitimate interests as a reason for processing data)
- Stop processing or erase data if processing is unlawful
- Stop processing data for a period if data is inaccurate or if there is a dispute about whether your interests override our legitimate grounds for processing data

To ask us to take any of these steps, you should send the request to our Managing Director, john@patersonsimons.com

Individual responsibilities

You are responsible for helping us keep your personal data up to date. You should let us know if data provided to us changes, for example if you move house or change your bank details you should update the Company's online HR management system or speak directly to our payroll administrator who will be happy to help you.

You may have access to the personal data of other employees, of our customers and clients during your employment, contract, volunteer period, internship or apprenticeship with us. Where this is the case, we rely on you to help meet our data protection obligations to employees, customers and clients. You have a duty of confidentiality as outlined in the terms and conditions of your contract.

If you have access to personal data, you are required:

- To access only data you have authority to access and only for authorised purposes
- Not to disclose data except to individuals (whether inside or outside the Company) who have appropriate authorisation
- To keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction)
- Not to remove personal data, or devices containing or that can be used to access personal data, from our premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device
- Not to store personal data on local drives or on personal devices that are used for work purposes

Failure to observe these requirements and your duty of confidentiality may amount to a disciplinary offence, which will be dealt with under our disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

What if you do not provide personal data

You have some obligations under your employment contract to provide the Company with data, in particular, you are required to report absences from work and may be

required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide us with data to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, must be provided to enable us to enter a contract of employment with you. If you do not provide other information, this will hinder our ability to administer efficiently the rights and obligations arising as a result of the employment relationship.

Security

We take the security of your data seriously. We have put in place security procedures and technical and organisational measures to safeguard your personal information against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where we engage third parties to process personal data on our behalf, they do so based on written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Data breaches

If we discover there has been a breach of HR-related personal data which poses a risk to the rights and freedoms of individuals, we will report it to the Information Commissioner within 72 hours of discovery. We will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell affected individuals there has been a breach and provide them with information about its likely consequences and the mitigation measures we have taken.

Changes to policy

If we change our privacy policies and procedures, we will update the policy and advise staff via email.

AUTO ENROLMENT PENSION SCHEME

With effect from 1st October 2015 all eligible staff will be automatically enrolled into a pension scheme. Thereafter within three months of a new member of staff joining the Company they will also be enrolled. It is the intention of the Company to use the government scheme NEST (National Employment Savings Trust). With effect from the staging date (October 2015) the Company will contribute a percentage of salary to individual's pension scheme on a monthly basis and a deduction will be made from the individual's pay each month and also paid into the scheme. Staff can opt out of the pension if they so wish. Full details including eligibility will be sent to individuals in due course.

