



POLICY PACK | 2026

Beyond Ordinary.

FRAMEWORK

Our Values

Affinity Collective conducts its business with integrity, transparency, accountability and respect for people, society and the environment.

This Framework establishes the standards that guide how Affinity Collective conducts business, manages risk and engages with employees, clients, suppliers, partners and other stakeholders.

Our Principles

- Integrity: We act honestly, fairly and transparently.
- Respect: We treat people with dignity and respect human rights.
- Accountability: We take responsibility for our decisions, actions and impact.
- Responsible Creativity: We create communications that are truthful, responsible, inclusive and respectful.
- Responsible Growth: We pursue sustainable commercial success while maintaining high standards of business conduct.
- Purpose: We seek to use our business to create meaningful opportunities and contribute positively to society.

Governance & Accountability

The Affinity Collective leadership team, which includes Deborah Shepard (CEO), Steve Clayton (CEO), and Tongase Dhlakama (Consumer Advocate and Executive Account Director), has overall responsibility for implementing and overseeing this Framework.

- Set expectations for ethical and responsible conduct.
- Ensure relevant policies are communicated and understood.
- Oversee material ethics, human rights, people and sustainability matters.
- Review significant concerns, incidents and grievances.
- Oversee relevant supplier and third-party risks.
- Monitor implementation and areas for improvement.
- Review this Framework and supporting policies at least annually.

Deborah Shepard, as the designated senior executive, coordinates day-to-day implementation and escalates material matters to leadership.

How the Framework is applied

The policies below are intended to operate together. Where applicable law, a client requirement or a contractual obligation imposes a higher standard, Affinity Collective will comply with the higher applicable standard.

Policies within this document:

- 1: **Code of Business Conduct & Ethics** Pages 2 to 6
- 2: **Anti-Bribery, Corruption, Gifts & Conflicts of Interest Policy** Pages 7 to 8
- 3: **Human Rights, People & Workplace Policy** Pages 9 to 10
- 4: **Environmental Responsibility & Responsible Sourcing Policy** Pages 11 to 13
- 5: **HR Policy & Employment Terms** Pages 14 to 20

POLICY 01

Code of Business Conduct & Ethics

Policy owner	Deborah Shepard
Approved by	Deborah Shepard
Effective date	1 August 2026
Version	V1
Review frequency	At least annually
Applies to	Employees, directors, contractors, freelancers, consultants and relevant suppliers/partners

1.1 Purpose

This Code sets the standards of conduct expected of anyone representing Affinity Collective. It protects the integrity of our business, our people, our clients, our partners, our information and our reputation.

1.2 Scope

This Code applies to directors, employees, contractors, freelancers, consultants and third parties acting on behalf of Affinity Collective.

1.3 Standards of Conduct

- Affinity Collective will conduct its business honestly, fairly and transparently.
- Affinity Collective will comply with applicable laws, regulations and applicable client requirements.
- Affinity Collective will take responsibility for its decisions, commitments and impact.
- Affinity Collective will protect confidential information, personal information and intellectual property.
- Affinity Collective will disclose actual, potential or perceived conflicts of interest.
- Affinity Collective will compete fairly and will not collude with competitors.
- Affinity Collective will maintain accurate business, financial and project records.
- Affinity Collective will provide channels for good-faith concerns and will not tolerate retaliation against anyone who raises a concern in good faith.

1.4 Responsible Marketing & Creative Work

Marketing communications can affect audiences differently. Affinity Collective therefore considers audience, context, placement and potential vulnerability when developing and executing communications.

1.4.1 Marketing to Children & Vulnerable Audiences

Children and young people may be particularly vulnerable to marketing communications. Affinity Collective will therefore apply additional safeguards where children or other vulnerable audiences may be involved.

- Affinity Collective will not knowingly target children with marketing communications for products or services that are not intended for children.
- Where a product or service is specifically intended and legitimately marketed to children, communications must be age-appropriate, responsible and respectful.
- Affinity Collective will not exploit children's vulnerability, credulity or lack of experience.
- Affinity Collective will not use creative approaches designed to encourage children to pressure parents, guardians or other adults to purchase products.
- Affinity Collective will not knowingly mislead children about the characteristics, benefits, performance or affordability of a product.
- Affinity Collective will take appropriate care with children's data, images and personal information and comply with applicable privacy requirements.
- Affinity Collective will consider audience targeting, placement and digital environments where children could reasonably be exposed.
- Affinity Collective will comply with applicable laws, the Advertising Regulatory Board Code of Advertising Practice and relevant client requirements.

This standard does not prohibit children from seeing general-audience advertising. It prohibits knowingly designing or targeting communications towards children where the product, service or communication is not intended for them.

1.4.2 Truthful & Substantiated Communications

Marketing claims must be truthful, clear and appropriately substantiated. Affinity Collective will not knowingly create communications that are misleading or deceptive.

1.4.3 Responsible Representation

Creative work must represent people respectfully and must not knowingly promote discriminatory, degrading or hateful content.

1.4.4 Cultural Sensitivity

Creative work must take reasonable account of relevant cultural, social and contextual sensitivities.

1.4.5 Intellectual Property

1.4.5.1 Third-Party Compliance & Licensing: Affinity Collective, its employees, independent contractors, freelancers, and third-party vendors shall respect all third-party intellectual property rights (including but not limited to copyright, trademarks, trade secrets, music, photography, videography, software, and research) and shall obtain all necessary permissions, clearances, or licenses prior to integration. The use of pirated, unlicensed, or unauthorised software or assets in the development of any creative or intellectual property is strictly prohibited.

1.4.5.2 Works Created by Employees: Any intellectual property, creative work, copy, design, code, advertising material, and associated communication created, authored, or developed by an employee (individually or jointly with others) during the course and scope of their employment with Affinity Collective shall automatically, immediately, and irrevocably belong to Affinity Collective. The employee hereby assigns to Affinity Collective all current and future rights, title, and interest (including copyright and moral rights, to the extent permitted by law) in such works.

1.4.5.3 Works Created by Contractors, Freelancers & Third Parties: Any intellectual property, creative work, assets, or deliverables created, commissioned, or developed by independent contractors, freelancers, or third-party service providers on behalf of Affinity Collective (or its clients) shall remain the property of the creator until paid for in full. Upon full and final payment of all agreed fees by Affinity Collective to the relevant contractor, freelancer, or third-party provider, all right, title, interest, and copyright in and to the specific deliverables shall automatically and fully transfer and assign to Affinity Collective (or, where specified, directly to the designated client), without restriction.

1.4.6 Inventions and Proprietary Developments

1.4.6.1 Company Ownership (Employees): Any and all improvements, inventions, discoveries, concepts, designs, formulas, algorithms, software, processes, or methodology (whether patentable, registerable, or not) that an employee (either individually or in collaboration with others) makes, devises, conceives, or discovers during the period of employment, within the scope of their duties, or directly relating to the business, products, or services of the Company, shall immediately and automatically be the sole, full, and exclusive property of the Company.

1.4.6.2 Transfer of Rights (Contractors, Freelancers & Third Parties): Any and all improvements, inventions, discoveries, formulas, or technical/creative developments created, commissioned, or devised by independent contractors, freelancers, or third-party service providers (individually or jointly) in connection with their engagement by Affinity Collective shall automatically and irrevocably transfer and assign to Affinity Collective (or its designated client), with all title, right, and interest therein, upon full and final payment of the agreed fees for the respective work or deliverable.

1.4.6.3 Further Assurances & Moral Rights: Employees, contractors, freelancers, and third-party vendors agree to execute any documents and perform any acts reasonably necessary to assist Affinity Collective in securing, registering, and enforcing its patent, copyright, trademark, and other intellectual property rights worldwide, and hereby waive any moral rights to the fullest extent permitted by law.

1.4.7 Responsible AI Use

1.4.7.1 Do not enter confidential, personal or commercially sensitive client information into public or unauthorised AI tools.

1.4.7.2 Material AI-generated content must receive appropriate human review before client use or publication.

1.4.7.3 AI output must be checked for factual accuracy, bias, copyright/IP risk and misleading representation.

1.4.7.4 AI must not be used to fabricate testimonials, research results, consumer evidence or credentials.

1.4.7.5 Where a client has stricter AI requirements, the client's requirements take precedence.

1.5 Information Security, Privacy & Confidentiality

- **Definition of Confidential Information:** "Confidential Information" includes, but is not limited to, trade secrets, technical know-how, agency and client data, drawings, designs, creative concepts, pitch decks, campaign strategies, brand assets, customer/client lists, pricing structures, financial records, media plans, and marketing strategies, whether disclosed verbally, in writing, or digitally.
- **Agency & Third-Party Obligations:** Affinity Collective, together with its employees, independent contractors, freelancers, and third-party vendors (collectively, "Personnel"), shall maintain strict confidentiality regarding all proprietary information belonging to the Company or its clients. Personnel shall access and use Confidential Information solely for legitimate business purposes and on a strict need-to-know basis.
- **Data Privacy & Compliance (POPIA):** Affinity Collective and all Personnel shall collect, process, store, and transfer personal information strictly in accordance with applicable data privacy legislation, including the Protection of Personal Information Act (POPIA). Personal data shall be secured against unauthorised access, loss, or disclosure.
- **Digital Security & Communication Channels:** Personnel are strictly prohibited from storing, transmitting, or sharing agency or client Confidential Information across unauthorised, unsecured, or personal digital platforms, applications, or devices. Approved secure channels must be utilised at all times.
- **Non-Disclosure & Survival of Obligation:** Personnel shall not disclose, publish, reproduce, or distribute any Confidential Information to any unauthorised third party, either during their employment/contractual engagement or at any time thereafter, without prior written consent from Affinity Collective.
- **Incident Reporting:** Any suspected, threatened, or actual security breach, unauthorized disclosure, or data privacy incident involving agency or client information must be reported immediately to Affinity Collective management upon discovery.

1.6 Speak-Up & Non-Retaliation

- **Open-Door Reporting & Channels:** Affinity Collective is committed to an open, accountable, and ethical work environment. Employees, independent contractors, freelancers, and third-party partners are encouraged to raise concerns regarding unlawful conduct, policy violations, safety issues, data breaches, or unethical practices. Concerns should be directed to the designated Senior Responsible Person, Deborah Shepard, via email ([debbies@affinitycollective.co.za]) or through a private in-person meeting.
- **Confidentiality & Fair Investigation:** All reported concerns will be treated with appropriate sensitivity and discretion. The Company will preserve confidentiality to the fullest extent possible under applicable law and agency operational requirements. Matters raised will be reviewed promptly and, where warranted, independently and thoroughly investigated.
- **Strict Non-Retaliation Protection:** Affinity Collective strictly prohibits any form of retaliation, victimisation, harassment, or adverse action (including termination, contract cancellation, demotion, suspension, or discrimination) against any individual who, in good faith, reports a concern or assists in an investigation.
- **Good Faith Reporting:** A report made in "good faith" means the individual reasonably believes the information provided to be true, regardless of whether a subsequent investigation confirms the issue. Retaliatory actions will result in immediate disciplinary proceedings or termination of contractual engagement.

1.7 Respect, Fairness & Working Hours

- **Professional Conduct & Mutual Respect:** Affinity Collective is committed to a fair, inclusive, and professional workplace culture. All employees, independent contractors, freelancers, and third-party partners must treat colleagues, clients, and suppliers with dignity, courtesy, and respect at all times. Discrimination, harassment, intimidation, bullying, or unfair treatment of any individual during or in connection with work activities will not be tolerated.
- **Standard Working Hours & Communication Boundaries:** To support team well-being and operational efficiency, formal business communications (via email, messaging apps, phone calls, or digital project boards) should be conducted strictly during standard business hours ([e.g., 08:00 to 17:00, Monday to Friday]).
- **Out-of-Hours Contact & Public Holiday Policy:**
 - Personnel are strictly requested not to contact team members, contractors, or external partners outside of standard business hours, on weekends, or on public holidays.

- **Emergency Exception:** Out-of-hours communication is permitted only when an urgent situation is deemed a true operational emergency, such as an active PR crisis, system outage, critical campaign failure, or event that would directly cause immediate financial, operational, or reputational damage to Affinity Collective or its clients' brands.
- **Enforcement:** Repeated failure to respect communication boundaries or engaging in disrespectful conduct constitutes a breach of Company policy and may result in formal disciplinary action for employees or contract termination for external providers.

1.8 Brand Protection, Reputation & Public Conduct

- **Duty of Brand Protection & Representation:** All employees, independent contractors, freelancers, and third-party representatives (collectively, "Representatives") act as ambassadors of Affinity Collective. Representatives are required to conduct themselves, both in person and across all digital platforms, in a professional and lawful manner that does not bring the agency, its leadership, its team, or its clients into disrepute, or negatively impact their commercial reputation and brand equity.
- **Prohibited Content & Communication:** Representatives must not create, publish, share, engage with, or distribute any public or accessible content (whether via personal or professional social media accounts, digital forums, podcasts, media appearances, or public spaces) that contains:
 - **Profanity & Vulgarity:** Gratuitous swear words, offensive language, or vulgar imagery.
 - **Hate Speech & Discrimination:** Discriminatory, derogatory, or biased statements based on race, gender, sex, pregnancy, marital status, ethnic or social origin, color, sexual orientation, age, disability, religion, conscience, belief, culture, language, or birth.
 - **Violence & Intimidation:** Content that is pro-violence, incites harm, glorifies illegal acts, or constitutes bullying, harassment, or threats against any group or individual.
 - **Inflammatory Political or Religious Statements:** Explicitly extreme, inflammatory, or partisan statements that could alienate clients, media partners, or the public, or falsely imply an official endorsement by Affinity Collective or its clients.
- **Association with Agency and Clients:**
 - If a Representative's public profile, bio, or post identifies them as affiliated with Affinity Collective (or if their association is publicly known or accessible to clients), their public statements directly reflect on the agency.
 - Representatives must never speak on behalf of Affinity Collective or its clients to the media or in public forums unless explicitly authorised in writing by Deborah Shepard, CEO.
 - Expressing personal opinions that conflict with Affinity Collective's core values while visibly linked to the agency is strictly prohibited.
- **Monitoring, Breaches & Remediation:**
 - Affinity Collective reserves the right to request the immediate removal or redaction of any public post or comment that violates this policy.
- **Engaging in behaviour or publishing content that damages or threatens to damage the reputation of Affinity Collective, its clients, or partner brands** constitutes gross misconduct for employees (subject to disciplinary action up to summary dismissal) and a material breach of contract for contractors, freelancers, and vendors (resulting in immediate contract termination and potential claims for reputational damages).

1.7 Breaches & Consequences

- **Scope of Policy:** Compliance with this Agreement and Company policies is mandatory for all personnel. Any failure to comply (whether by an employee, independent contractor, freelancer, supplier, or third-party vendor) constitutes a breach of this Agreement.
- **Consequences for Employees:** Any breach committed by an employee may result in formal disciplinary action in accordance with Affinity Monthly Bonus Metrics and South African labour laws (including the Labour Relations Act), up to and including summary dismissal for serious misconduct.
- **Consequences for Contractors, Freelancers & Suppliers:** Any breach committed by an independent contractor, freelancer, supplier, or third-party service provider constitutes a material breach of contract. Affinity Collective reserves the right to immediately terminate the commercial relationship, cancel active work orders without

penalty, withhold pending payments to offset damages where legally permissible, and pursue legal remedies for breach of contract.

- Immediate Interim Remedies: In the event of a suspected or actual serious breach, including but not limited to unauthorised data disclosure under POPIA, intellectual property infringement, fraud, or gross misconduct, the Company reserves the right to immediately suspend system access, pause active projects, or suspend the individual/entity pending investigation.
- Legal Referral & Liabilities: Where a breach involves criminal activity, severe regulatory violations, or statutory breaches, Affinity Collective reserves the right to refer the matter to relevant statutory authorities or law enforcement, and to seek financial recovery, injunctive relief, or damages through civil litigation.

POLICY 02

Anti-Bribery, Corruption, Gifts & Conflicts of Interest Policy

Policy owner	Deborah Shepard
Approved by	Deborah Shepard
Effective date	1 August 2026
Version	Version 1
Review frequency	At least annually
Applies to	Employees, directors, contractors, freelancers, consultants and relevant suppliers/partners

2.1 Purpose

Affinity Collective prohibits bribery, corruption, kickbacks, improper influence and fraudulent conduct.

2.2 Prohibited Conduct

- Offering, promising, giving, requesting or accepting a bribe.
- Making facilitation payments intended to secure or speed up a routine action.
- Accepting or paying kickbacks or secret commissions.
- Using an intermediary to do something Affinity Collective could not lawfully or ethically do itself.
- Falsifying invoices, expenses, procurement records or supporting documents.
- Improperly influencing a client, procurement or tender decision.

2.3 Gifts & Hospitality

All gifts, whether received or given, must be declared in writing. Gifts may only be received or given in accordance with both our internal ethics standards and our client's gift and ethics policy.

Internal Employee Recognition Exclusions: Internal birthday celebrations, team cakes, peer-to-peer milestone gifts, and company-funded employee recognition awards (under R1,000) are explicitly exempt from external declaration rules, provided they are funded through approved internal departmental budgets.

Strict Third-Party Rules: Absolute prohibition on cash, gift cards, luxury items, and any hospitality during active procurement, regulatory approvals, or tender periods.

Healthcare Professional (HCP) & Financial Official Strictness: No personal gifts or cash equivalents may be offered to or accepted from Healthcare Professionals, public officials, or financial market counterparties under any circumstances.

Client Policy Alignment & Ethics Restrictions: No gifts, hospitality, entertainment, or favours of any value may be offered to, given to, or accepted from any client, prospective client, or third party that operates under a policy prohibiting gifts. Furthermore, all corporate gifting, sponsored industry events, working meals, and business entertainment must strictly comply with the specific client's corporate ethics guidelines, compliance rules, and relevant industry codes of practice. Where a client's policy sets stricter limits or prohibitions than our internal standards, the client's policy takes precedence.

Internal Employees to refer to the Internal Gift Declaration Process available on the Share drive under Admin/Policies and Procedures

2.4 Conflicts of Interest

A conflict exists where personal, family, financial or outside business interests could influence, or reasonably appear to influence, professional judgement.

- Disclose actual, potential or perceived conflicts promptly.
- Do not participate in a decision where an undisclosed conflict could compromise impartiality.

- Leadership will determine appropriate mitigation, including recusal, additional approval or reassignment.

2.5 Tender & Competition Integrity

- Prepare bids, proposals and pricing independently.
- Do not collude with competitors or exchange confidential competitor information.
- Do not seek unauthorised access to another bidder's proposal.
- Provide accurate credentials, case studies and performance information.
- Do not make false or misleading statements about competitors.

2.6 Political Activity & Donations

Affinity Collective will not make political contributions or represent political positions in the company's name. Personal political activity must not be presented as Affinity Collective's position.

2.7 Books, Records & Payments

Transactions, expenses, invoices and payments must be supported by appropriate documentation and recorded accurately. Off-book accounts and concealed payments are prohibited.

2.8 Reporting

Suspected bribery, corruption, fraud or conflicts must be raised promptly. No person will be penalised for raising a concern in good faith.

POLICY 03

Human Rights, People & Workplace Policy

Policy owner	Deborah Shepard
Approved by	Deborah Shepard
Effective date	1 August 2026
Version	Version 1
Review frequency	At least annually
Applies to	Employees, directors, contractors, freelancers, consultants and relevant suppliers/partners

3.1 Purpose

Affinity Collective respects internationally recognised human rights and applicable South African labour standards. We seek to provide a workplace in which people are treated fairly, safely and with dignity.

3.2 Human Rights Commitments

- Affinity Collective will respect human dignity and fundamental rights.
- Affinity Collective prohibits forced labour, modern slavery and child labour.
- Affinity Collective will treat people fairly and will not engage in unfair discrimination.
- Affinity Collective will respect cultural differences and promote inclusion.
- Affinity Collective will maintain a workplace free from harassment, bullying and victimisation.
- Provide a safe and healthy working environment.
- Affinity Collective will provide accessible routes for raising concerns and grievances.

3.3 Diversity, Equity & Inclusion

- Affinity Collective maintains a diverse, equitable and inclusive environment in which every person is treated with dignity, fairness and respect.
- Affinity Collective will not tolerate discrimination, harassment, victimisation or unfair treatment on the basis of race, colour, ethnicity, nationality, ethnic or social origin, age, gender, sex, gender identity or expression, sexual orientation, religion or belief, disability, pregnancy, marital or family status, socio-economic background, or any other characteristic protected by applicable law.
- This commitment applies across employment and business practices, including recruitment, appointment, remuneration, development, promotion, allocation of work, performance management and termination, and to interactions with clients, suppliers, partners and other stakeholders.

3.4 Harassment, Bullying & Victimisation

Affinity Collective has zero tolerance for sexual harassment, bullying, intimidation, threatening conduct or other unwelcome behaviour that undermines a person's dignity or safety.

3.5 Youth Development

Youth development is a core part of Affinity Collective's purpose. Affinity Collective's incubator model provides opportunities for graduates to gain practical skills, while workshops, webinars and sponsored training places expand access to marketing capability.

3.6 Health, Safety & Substance Misuse

- Affinity Collective will maintain safe workspaces and appropriate workplace safety practices.
- Employees, contractors and other persons representing Affinity Collective must report hazards, incidents and near misses promptly.
- Affinity Collective will require appropriate precautions when employees work at client, production, event or third-party sites.
- Persons representing Affinity Collective must comply with applicable client or venue health and safety requirements when working on their premises.

3.6.1 Alcohol, Drugs & Substance Misuse

- Policy Statement & Scope: Affinity Collective is dedicated to maintaining a safe, healthy, and professional workplace. This policy applies to all employees, independent contractors, freelancers, agency partners, and third-party vendors (collectively, "Personnel") across all work locations—including the main agency offices, remote work environments, client premises, event venues, production sets, shoots, and business travel.
- Prohibited Conduct & Impairment:
 - Personnel must not report for duty, perform work, or represent Affinity Collective while under the influence of alcohol, cannabis, illegal drugs, or any intoxicating substance.
 - The possession, consumption, manufacture, distribution, trade, or sale of illegal drugs or unauthorized controlled substances on Company property, client sites, or during any business engagement is strictly prohibited.
 - Working while impaired by any substance—including the misuse of over-the-counter or prescription medications—is strictly prohibited. Personnel taking legal medication that may impair judgment, physical capability, or safety must notify management prior to performing work.
- Client Events, Shoots, and Business Functions:
 - While alcohol may occasionally be available at agency-hosted functions, client entertainments, industry events, or shoot wraps, personnel representing Affinity Collective are expected to exercise professional restraint and maintain responsible decorum at all times.
 - Being incapacitated, behaving unprofessionally, or endangering oneself or others due to substance consumption during company-related social or business events is considered a direct breach of conduct.
- Health, Support, and Dependency: Affinity Collective recognises substance dependency as a health condition. The agency encourages employees seeking assistance for addiction to speak with management confidentially and will seek to address dependency supportively, provided self-disclosure occurs prior to a workplace incident or performance issue.
- Enforcement, Testing & Consequences:
 - Affinity Collective reserves the right, where reasonable suspicion or safety risks exist (particularly on active film/photo production sets or operational events), to request fit-for-duty medical evaluations or substance testing in accordance with applicable health and safety laws.
 - Any breach of this policy by an employee will lead to disciplinary proceedings under the agency's Disciplinary Code, up to and including summary dismissal. Any breach by a contractor, freelancer, or vendor constitutes a material breach resulting in immediate contract termination.

3.7 Grievance & Remediation

Concerns will be received, assessed, investigated where appropriate, and addressed through appropriate corrective or remedial action. Material issues will be escalated to leadership.

3.8 Human Rights Governance

The Affinity Collective leadership team acts as the ethics and human-rights oversight function. Deborah Shepard, as the designated senior executive coordinates implementation, monitors material concerns and escalates matters requiring leadership attention.

3.9 External Principles

Affinity Collective's approach is informed by the UN Guiding Principles on Business and Human Rights, the UN Global Compact Ten Principles, relevant ILO fundamental principles and rights at work, and applicable South African law. Affinity Collective will not claim signatory or certification status unless formally obtained.

POLICY 04

Environmental Responsibility & Responsible Sourcing Policy

Policy owner	Deborah Shepard
Approved by	Deborah Shepard
Effective date	1 August 2026
Version	Version 1
Review frequency	At least annually
Applies to	Employees, directors, contractors, freelancers, consultants and relevant suppliers/partners

4.1 Purpose

Affinity Collective manages the environmental impacts arising from office operations, travel, digital activity, marketing activity, events, production and supplier choices.

4.2 Environmental Principles

- Affinity Collective will comply with applicable environmental laws and requirements.
- Affinity Collective will seek to reduce avoidable waste and resource consumption.
- Affinity Collective will use paper and physical production materials responsibly.
- Affinity Collective will promote recycling and appropriate waste disposal.
- Affinity Collective will use energy and water responsibly where practicable.
- Affinity Collective will consider environmental impact in travel, events and production decisions.
- Affinity Collective will review environmental practices and identify opportunities for improvement.

4.3 Events & Production

- Affinity Collective will seek to minimise unnecessary printing and single-use materials.
- Affinity Collective will reuse production assets where practical.
- Affinity Collective will consider responsible sourcing and responsible disposal.
- Where feasible, Affinity Collective will consider environmental practices when selecting production partners.

4.4 Responsible Sourcing

Affinity Collective expects relevant suppliers, freelancers and production partners to operate lawfully and responsibly.

- Relevant suppliers, freelancers and production partners are expected to respect human rights and applicable labour standards.
- Relevant suppliers, freelancers and production partners must not use child labour or forced labour.
- Relevant suppliers, freelancers and production partners must maintain safe working conditions.
- Relevant suppliers, freelancers and production partners must comply with applicable anti-bribery and corruption requirements.
- Relevant suppliers, freelancers and production partners must protect confidential information and intellectual property.
- Relevant suppliers, freelancers and production partners must meet applicable environmental requirements.
- Affinity Collective will support inclusive and local sourcing where commercially and operationally appropriate.

4.5 Supplier Due Diligence

Supplier due diligence will be based on the nature and risk of the supplier's role. Higher-risk suppliers may be asked for additional information relating to ethics, human rights, data protection, BBBEE, environmental practices or relevant certifications.

FRAMEWORK

Responsible Business & Sustainability Reporting Framework

Policy owner	Deborah Shepard
Approved by	Deborah Shepard
Effective date	1 August 2026
Version	Version 1
Review frequency	At least annually
Applies to	Employees, directors, contractors, freelancers, consultants and relevant suppliers/partners

5.1 Purpose

This Framework provides a structured approach to measuring, reviewing, and improving Affinity Collective's responsible business and sustainability performance.

5.2 Environment

Affinity Collective will monitor its environmental performance, where relevant data is available, including office energy use, paper use and recycling, waste management, business travel, and sustainable production and event practices.

5.3 People & Society

Affinity Collective will support youth and graduate development, training and development activity, sponsored learning opportunities, workforce diversity and inclusion, and initiatives that address human rights, discrimination, harassment and community impact. Affinity Collective's purpose is to uplift the lives of youth by giving them the tools to build future careers. By partnering with companies and brands on their growth journeys, Affinity Collective cultivates a collaborative and inspiring ecosystem that helps everyone reach their full potential. As a business that is 51% owned by the non-profit Affinity Growth Collective, every business partnership directly contributes to continuing education for the next generation.

5.4 Governance & Ethics

Affinity Collective will monitor relevant governance and ethics indicators, including ethics and anti-bribery training, conflicts declared and resolved, gifts and hospitality declarations where applicable, supplier due diligence, ethics and grievance cases raised and resolved, material data and privacy incidents, and completion of policy reviews.

5.6 External Frameworks & Assessments

Affinity Collective will consider relevant sustainability and supplier assessment frameworks where appropriate. Affinity Collective will not claim participation in certification by or a rating from an external initiative unless formally obtained.

5.7 Reporting Integrity

Affinity Collective distinguishes between commitments, actions, measured outcomes and future ambitions. We do not present an intention as an achieved result.

STATEMENT

Ethics & Responsible Business Statement

6.1 Statement of Commitment

Affinity Collective conducts its business with integrity, transparency, accountability and respect for people, society and the environment.

We apply the following standards across our business and relevant third-party relationships:

- We do not tolerate bribery, corruption, fraud or improper influence.

- We respect human rights and provide a workplace based on dignity, fairness and respect.
- We do not tolerate forced or child labour, discrimination, harassment or bullying.
- We protect confidential information, personal information and intellectual property.
- We create marketing and communications responsibly, including appropriate safeguards when children or vulnerable audiences may be involved.
- We apply responsible sourcing principles to relevant suppliers and partners.
- We seek to reduce our environmental impact.
- We review our responsible-business and sustainability practices and seek continuous improvement.
- Our purpose includes creating opportunity for young people through skills development and education.

Signed: _____

Name / Title: _____ +

Date: _____

POLICY 05

HR Policy & Employment Terms

Policy owner	Deborah Shepard
Approved by	Deborah Shepard
Effective date	1 January 2026
Version	Version 3
Review frequency	At least annually
Applies to	Employees, directors

Purpose

Affinity Collective actively manages and mitigates environmental, operational, and commercial impacts arising from office operations, business travel, digital infrastructure, marketing activities, production shoots, events, and third-party supplier choices.

1. Equal, Fair & Responsible Remuneration

- **Equal Pay for Work of Equal Value:** Affinity Collective is committed to fair, equitable, and transparent remuneration. In accordance with Section 6(4) of the Employment Equity Act (EEA), the Company guarantees equal remuneration and equal terms and conditions for work of equal value, without unfair discrimination based on race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, age, disability, religion, HIV status, conscience, belief, culture, language, birth, or any other arbitrary ground.
- **Fair Treatment Across Employment Categories:** Remuneration structures, pay scales, and performance benefits are applied fairly and responsibly across all categories of workers, including permanent employees, fixed-term contract personnel, and seasonal workers. Fixed-term and seasonal workers performing work of equal value will not be treated less favourably than permanent employees performing the same or similar work, unless justifiable on objective grounds (such as seniority, experience, merit, or quantity/quality of work).
- **Statutory Compliance:** All remuneration packages comply with or exceed the minimum thresholds established under the Basic Conditions of Employment Act (BCEA) and relevant sectoral determinations.

2. Freedom of Association, Collective Bargaining, Health & Safety

- **Freedom of Association & Trade Union Rights:** Affinity Collective respects and protects the constitutional right of every employee to freedom of association in terms of Section 4 of the Labour Relations Act (LRA). Employees have the right to form, join, participate in, and support registered trade unions or worker organizations without fear of discrimination, retaliation, harassment, or disadvantage.
- **Collective Bargaining:** The Company recognizes the legal right of employees to engage in collective bargaining through accredited trade unions or elected employee representatives regarding terms and conditions of employment, workplace policies, and commercial adjustments, in accordance with the LRA.

3. Health, Safety & Environmental Welfare:

- **Safe Working Environment:** Affinity Collective is committed to providing and maintaining a safe, healthy, and risk-free working environment (both on-site and in remote working contexts) in strict compliance with the Occupational Health and Safety Act (OHSA).
- **Employee Responsibility:** Employees are required to take reasonable care of their own health and safety, as well as the safety of colleagues, clients, and visitors, and to follow all established safety guidelines, reporting hazards or unsafe conditions immediately to management.
- **Harassment & Workplace Dignity:** Affinity Collective maintains a zero-tolerance policy towards workplace harassment, bullying, intimidation, or victimisation. All personnel are entitled to a workplace environment that respects human dignity and personal safety.

4. Probation Period & Termination Notice

- **Probationary Period:** The first three (3) months of employment constitute a statutory probation period during which the Company will evaluate performance, suitability, and competence against established performance standards.

- **Expertise Warranty:** Employees expressly warrant that they possess the skills, qualifications, and experience required to fulfil the responsibilities set out in their job description.
- **Statutory Notice Periods:** Written notice of termination of employment by either party shall be given as follows:
 - During the first 4 weeks of employment: One (1) week's written notice.
 - Between 4 weeks and 6 months of employment: Two (2) weeks' written notice.
 - After 6 months of employment: Four (4) weeks' (one calendar month's) written notice.
- **Written Notice Requirement:** All notices of termination must be submitted in writing.
- **Failure to Serve Notice & Set-Off:** Should an employee resign and fail to serve the full required notice period without prior written approval from management, the Company reserves the right to set off a sum equal to the employee's remuneration for the unserved notice period against any final monies owed (to the extent permitted by law), and the Company shall be under no obligation to provide employment references or letters of recommendation.
- **Summary Dismissal:** Nothing in this section affects the Company's legal right to terminate employment summarily (without notice) for any reason recognised as sufficient in law under the Labour Relations Act (LRA), including gross misconduct, fraud, or breach of fiduciary duty.

5. Work Location, Movement & Hybrid Working

- **Primary Work Location:** Employees are required to render your services at the Affinity Collective Head Office (or designated operational hub) on your allocated office days.
- **Commuting & Transport:** Transport to and from the office is the employee's sole responsibility; transport subsidies do not form part of your remuneration package.
- **Workplace Relocation:** The Company reserves the right, at its sole discretion and upon giving reasonable written notice, to transfer or relocate employees' primary place of work to another location due to operational requirements.
- **Hybrid Work Framework (Discretionary Benefit):**
 - Affinity Collective supports a hybrid home/office work model. Hybrid working is classified as a discretionary perk, subject to the ongoing approval of your Line Manager and operational requirements.
 - Approval is conditional upon maintaining a suitable home office setup. Employees are required to provide and maintain, at their own expense, all necessary remote infrastructure, including high-speed Wi-Fi/data connectivity and a continuous power supply (e.g., UPS, inverter, or generator backup) to prevent operational downtime.

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- **Summary Dismissal:** Nothing in this section affects the Company's legal right to terminate employment summarily (without notice) for any reason recognised as sufficient in law under the Labour Relations Act (LRA), including gross misconduct, fraud, or breach of fiduciary duty.

7. Working Hours & Overtime

- **Ordinary Hours of Work:** Unless otherwise stated in your employment contract, employees' standard hours of work are structured around agency operational and client requirements, based on a 45-hour work week (Monday through Friday, inclusive of 5 hours allocated for daily lunch breaks). Employees are required to complete 152 billable/operational hours per month.
- **Operational Flexibility & Changes:** The Company reserves the right to adjust work schedules upon reasonable notice to accommodate client deliverables, seasonal demands, or agency operational needs.
- **Overtime & Public Holidays:**
 - Employees agree to work overtime and on public holidays when reasonably requested by management.
 - Overtime and public holiday work shall be governed by, and compensated in accordance with, the Basic Conditions of Employment Act (BCEA) and your remuneration threshold.
- **Full Attention to Duties:** During standard business hours, employees undertake to devote your full time, attention, skill, and professional abilities exclusively to the affairs of Affinity Collective.

8. Timesheet Logging & Time Tracking Integrity

- **Mandatory Platform Usage:** Employees are required to accurately, daily, and fully log all billable and non-billable hours worked on Clockify, the official time-tracking platform provided by Affinity Collective. Accurately logged hours are critical for client billing, agency resource planning, and operational performance tracking.
- **Prohibition of Timesheet Misrepresentation:** Intentional misrepresentation, inflation, "padding," misallocation of hours, logging time for work not performed, or falsifying Clockify entries is strictly prohibited and constitutes a direct act of dishonesty, fraud, and breach of trust.
- **No more than 8 hours a month may be logged against personal learning & development unless explicitly agreed in writing by the employee's Line Manager or unless the training is initiated by the senior leadership team.** Hours logged beyond the maximum 8 hours will not be included in the 152-hour monthly scope.
- **Audit Rights & Monitoring:** Affinity Collective reserves the right to audit, cross-reference, and review Clockify entries against client deliverables, digital footprints, communication records, and project outputs at any time.
- **Disciplinary & Contractual Consequences:**
 - **For Employees:** Any deliberate padding, falsification, or dishonesty in logging hours on Clockify constitutes gross misconduct and a fundamental breach of the fiduciary duty of trust. Such acts will result in immediate formal disciplinary action, up to and including summary dismissal without notice, in terms of the Company's Disciplinary Code and the Labour Relations Act (LRA).
 - **For Contractors, Freelancers & Third Parties:** Deliberate misrepresentation or padding of logged hours constitutes a material breach of contract and commercial fraud. Affinity Collective reserves the right to immediately terminate the engagement without penalty, invalidate fraudulent invoices, withhold pending payments to offset damages, and pursue legal recovery.

9. Duties, Fiduciary Trust & Non-Compete / Moonlighting

- **Flexibility of Duties:** As business requirements evolve, the Company may modify, reallocate, or expand employees' job responsibilities. Employees may be required to perform additional duties outside your core job profile as dictated by business needs.
- **Fiduciary Relationship & Trust:** Employees acknowledge that the employment relationship is built on mutual trust, honesty, and confidence. Any act or omission that breaches this relationship of trust constitutes a severe disciplinary offense, which may result in formal disciplinary action up to and including summary dismissal.
- **Mandatory Training:** Employees are required to participate in and complete all training modules, professional development workshops, and skill programs assigned by the Company.
- **Conflict of Interest & Moonlighting:** You shall not, without the prior written consent of Executive Management, engage directly or indirectly in any other business, secondary employment, freelance work, or commercial activities (whether paid or unpaid) that conflict with the business interests of Affinity Collective or impair your ability to perform your duties.

10. Tools of Trade & Asset Care

- **Asset Care & Security:** Employees are allocated a laptop (and related hardware) as a tool of trade. Employees are directly responsible for the care, physical security, and maintenance of all company equipment assigned to them.

- **Safe Storage & Vehicle Prohibition:** Tools of trade must be locked away securely at night and outside office hours. Company equipment may not be left unattended in motor vehicles at any time.
- **Negligence & Replacement Liability:** Should any assigned equipment be stolen or damaged due to gross negligence, failure to lock the asset securely, or violation of the vehicle storage prohibition, the employee will be liable to reimburse or replace the asset at its current market value, subject to statutory payroll deduction regulations.

11. Remuneration & Performance Incentives

- **Monthly Package:** Your Cost-to-Company (CTC) cash package will be deposited directly into the employee's designated bank account on the last working day of each month, subject to statutory deductions (PAYE and UIF).
- **Unemployment Insurance Fund (UIF):** Affinity Collective will process statutory UIF contributions on the employee's behalf in accordance with South African tax legislation.
- **Monthly Performance Incentive Bonus:**
- **Discretionary Bonus Structure:** Employees are eligible to participate in a discretionary monthly performance incentive scheme. Bonus payments are calculated and paid for one (1) month in arrears, contingent upon the employee meeting or exceeding the agreed Key Performance Indicators (KPIs) set by the Line Manager.
- **Agency Profitability Threshold (3-Month Rolling Average):**
 - Payout of any discretionary performance bonus is strictly subject to Affinity Collective achieving and maintaining a minimum net profitability margin of 3% or higher, evaluated on a rolling three (3) month basis.
 - Should the agency's net profitability fall below the 3% threshold over the designated three-month evaluation period, all discretionary bonus payouts across the agency will be automatically paused until the required net profitability threshold is restored.
- **Performance & Qualifying Conditions:**
 - **Timesheet Logging Threshold (90% Scoped Hours):** Bonus eligibility requires that employees accurately log a minimum of 90% of their allocated/scoped operational hours (including approved learning and development activities) on Clockify each month. Approved annual or sick leave days taken during the month will be applied on a pro-rata basis when calculating your monthly hour target.
- **Bonus Forfeiture & Malus Conditions:**
 - **Negative Impact on Revenue, Profitability, or Reputation:** If the agency's revenue, client retention, profitability, or brand reputation is negatively impacted due to your direct action, gross negligence, misconduct, or breach of policy, your monthly bonus will be forfeited/withheld for a period ranging from one (1) month up to a maximum of three (3) consecutive months, at the sole discretion of Executive Management.
- **Asset Purchasing & Unauthorised Expenditure:**
 - Affinity Collective provides personnel with access to unlimited stock media through approved platforms (including Adobe Stock, Canva, and authorised free libraries such as Pexels).
 - Purchasing any additional external stock images, videos, fonts, plugins, software, or creative assets requires prior written authorisation from Deborah Shepard.
 - **Unauthorised Purchases & Deductions:** Where an unauthorised stock or digital purchase is made without prior written authorisation:
 - If the responsible individual is identified, the full cost of the unauthorised purchase will be deducted from that individual's discretionary monthly bonus allocation (or set off against bonus entitlements to the extent permitted by law).
 - If no single individual takes accountability for an unauthorised purchase, the total unapproved cost will be apportioned and deducted pro-rata across the discretionary bonus pool of all permanent agency personnel.
- **Annual Pro-Rata Performance Bonus:**
 - **Discretionary Annual Bonus Scheme:** Permanent employees may be eligible to receive a discretionary annual performance bonus, calculated on their monthly base salary and payable at year-end (typically in December).
 - **Agency Annual Profitability Threshold (January–November):**
 - Award and payment of any annual bonus are strictly contingent upon Affinity Collective achieving a minimum net profitability margin of 5% or higher across the 11-month cumulative period from January 1st to November 30th of the applicable financial year.

- If the agency's net profitability falls below the 5% cumulative threshold for this period, no annual discretionary performance bonuses will be declared or distributed.
- Performance-Weighted Calculation:
 - Where the agency profitability threshold is met, an individual's annual bonus is calculated based on the weighted average percentage achieved across their monthly performance bonus targets from January through November.
 - Calculation Example: If an employee achieves an average of 80% across their monthly performance bonus KPIs between January and November, their annual bonus will equal 80% of one (1) month's base salary.
- Qualifying Conditions & Discretion:
 - The annual bonus remains a discretionary incentive scheme and does not constitute a guaranteed 13th cheque or contractual entitlement.
 - Payouts are subject to individual performance, compliance with agency policies throughout the year, active employment status at the time of payment (not serving a notice period), and final approval by Executive Management.
- Annual Remuneration Review
 - Review Schedule & Discretion: Package and salary reviews are conducted annually, currently scheduled for October of each year. The timing and implementation of reviews remain at the sole and absolute discretion of Affinity Collective.
 - No Automated Adjustment: An annual remuneration review is an evaluation process and does not guarantee an automatic salary increase, cost-of-living adjustment, or inflation-linked raise. Any adjustments are evaluated based on individual performance, market benchmarks, agency financial health, and general economic conditions.

12. Ad Hoc Expenses & Reimbursements

- Approved Business Travel & Mileage Claims:
 - Travel conducted using your personal vehicle for approved client meetings, agency events, production shoots, or business trips will be reimbursed at the official rates recommended by the South African Automobile Association (AA) per kilometer.
 - Travel claims must be submitted via the official Affinity Collective expense claim form, detailing the date, destination, purpose of travel, and total kilometers traveled. Normal daily commuting between your residence and the Head Office (or primary work location) is excluded from mileage reimbursement.
- Reimbursable Out-of-Pocket Expenses:
 - Incidental business expenses incurred on behalf of the agency (such as client entertainment, coffees, or venue parking) will be reimbursed, provided that:
 - The expense was pre-approved in writing (email or WhatsApp) by your Line Manager.
 - Valid, itemised tax invoices or official merchant receipts are attached to the claim (credit card slips or bank statements alone are insufficient).
 - Expense claims must be submitted within 30 days of incurring the expenditure. Claims submitted late may be rejected at the Company's discretion.
- Exclusion of Dual-Purpose & Personal Expenses:
 - Reimbursable expenses must be exclusively and directly related to legitimate agency business.
 - Expenses incurred for dual purposes that partially or wholly benefit your personal interests, secondary business ventures, or non-work-related individuals will not be eligible for reimbursement by Affinity Collective.
- Fraudulent Submissions & Disciplinary Action:
 - Submitting false, altered, forged, inflated, or duplicated receipts, or claiming reimbursement for dual-purpose or personal expenses under the guise of agency expenditure, constitutes a direct act of dishonesty, fraud, and theft.
 - Consequences: Any fraudulent or deceitful expense submission constitutes gross misconduct and a fundamental breach of the relationship of trust. Such acts will result in immediate formal disciplinary proceedings under the Company's Disciplinary Code and South African labour laws, leading to summary dismissal without notice, recovery of misallocated funds, and potential referral to law enforcement authorities.

13. Commitment to Excellence & Agency Standards

- Professional Diligence & Industry Benchmark: You undertake to execute your duties with the highest degree of diligence, creative ambition, strategic care, and professional integrity expected in a premier digital and Through-The-Line (TTL) marketing agency. You agree to perform all work in strict compliance with advertising industry best practices, client brand guidelines, and applicable marketing regulations.
- Accountability & Data-Driven Performance: You acknowledge that Affinity Collective is committed to delivering measurable Return on Investment (ROI) and strategic value for its clients. You undertake to maintain meticulous oversight of client deliverables, campaign executions, budgets, and reporting, ensuring accuracy and accountability across all assigned projects.
- Collaboration, Mentorship & Knowledge Sharing: You agree to collaborate openly and constructively across agency departments, leveraging internal team expertise while actively sharing knowledge. In alignment with Affinity Collective's core values, you undertake to support, mentor, and foster the development of young marketing talent and junior colleagues to strengthen collective team capability.
- Client & Brand Representation: You are expected to act as a positive brand ambassador for both Affinity Collective and its client portfolio. Whether interacting with clients, media partners, external vendors, or the public, you shall represent the agency with professionalism, respect, agility, and a commitment to delivering quality service.

14. Leave Entitlement

- Annual Leave
 - Unless otherwise stated in your employment contract, as a 45-hour-per-week employee, you are entitled to 15 working days of paid annual leave per completed 12-month leave cycle.
 - Leave timing must be agreed upon mutually with your Line Manager in advance. The Company reserves the right to approve or decline leave requests or designate compulsory annual leave periods (such as year-end agency shutdown).
 - From the 21st of December to the 3rd of January, you will be required to work or take annual leave. Should you work during this period, agreed deliverables must be met.
- Sick Leave
 - You are entitled to 30 working days of paid sick leave in each 36-month sick leave cycle.
 - During the first 6 months of employment, statutory sick leave accrues at a rate of 1 day of paid sick leave for every 26 days worked.
 - Notification & Medical Certificates:
 - If absent due to illness, you must notify your Line Manager in writing via email or WhatsApp before 08:00 AM on the day of absence.
 - A medical certificate signed by a registered medical practitioner is mandatory if you are absent on a Monday or Friday, or absent for two (2) or more consecutive working days, or on days adjacent to a public holiday. Failure to provide a doctor's note will result in the absence being processed as unpaid leave.
- Family Responsibility Leave
 - Employees employed for longer than four (4) months and who work at least four (4) days a week are entitled to 3 days of paid family responsibility leave per 12-month cycle.
 - This leave applies when:
 - The employee's child is born or sick.
 - In the event of the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.
 - Reasonable proof (e.g., medical certificate or death certificate) must be provided.
- Parental / Paternity Leave
 - An employee who is a parent of a child is entitled to 10 consecutive days of unpaid parental leave upon the birth or adoption of a child, in terms of Section 25A of the BCEA.
 - Employees may claim parental benefits directly through the Unemployment Insurance Fund (UIF).
- Study Leave
 - Permanent employees with at least one (1) year of continuous service may apply for paid study leave for part-time studies directly relevant to their role and pre-approved by management.
 - Eligible employees may be granted up to 2 days of study leave per subject per annum, capped at a maximum of 10 working days per calendar year.

- Any additional study time required must be taken as accrued annual leave or unpaid leave.
- **Maternity Leave**
 - Permanent employees with at least 18 months of continuous service at the commencement of leave are eligible for maternity benefits.
 - Eligible employees are entitled to up to four (4) consecutive months of maternity leave.
 - Affinity Collective will pay 50% of your basic monthly salary during the 4-month maternity period.
 - Employees may independently claim supplementary maternity benefits directly from the Unemployment Insurance Fund (UIF), subject to statutory payout rates (between 38% and 50% depending on income thresholds, up to a maximum of 121 days).

15. Protection of Personal Information (POPIA)

- **Processing Employee Data:** By accepting employment, you consent to Affinity Collective collecting, processing, storing, and transferring your personal information strictly for administrative, payroll, legal, tax, and operational purposes in compliance with the Protection of Personal Information Act (POPIA).
- **Duty to Protect Data:** You undertake to handle all client, company, and employee personal information processed during your employment in strict compliance with POPIA and company data privacy and security protocols.

16. Disciplinary & Grievance Procedures

- **Disciplinary Code:** Employment is governed by the Company's Disciplinary Code and Procedure, aligned with Schedule 8 (Code of Good Practice: Dismissal) of the Labour Relations Act. Breaches of policy or poor performance will be managed through corrective counselling, written warnings, or formal disciplinary hearings.
- **Grievance Procedure:** Should you have a workplace grievance, you are encouraged to raise it formally in writing with your Line Manager or Executive Management so that the matter can be investigated and resolved fairly and confidentially.