



Chapter 15

Code of Conduct

1. POLICY

- 1.1 The Code of Conduct, to which each individual employee commits himself/herself, explains how SANRAL conducts itself *vis-à-vis* its employees and other stakeholders, as well as what ethical conduct is expected of its employees.
 - 1.1.1 Committing ourselves to the highest ethical standards requires that our employees and we as SANRAL maintain truthful, fair and open relationships with all our stakeholders. More importantly, this Code of Conduct imposes an obligation to act beyond the requirement of the letter of any law or regulation. It requires us to embrace the spirit of fairness and honesty.
 - 1.1.2 This Code of Good Conduct forms an integral part of the Agreement of Employment between SANRAL and each employee.
- 1.2 We acknowledge and accept that first and foremost, each of us is responsible for our own behaviour. Furthermore, we also recognise a responsibility concerning the behaviour of our peers and our organisation, especially where such behaviour will impinge on the image of SANRAL.
- 1.3 Failure to comply with this Code of Conduct could render employees liable to disciplinary action as a result of the critical implication that such failure would have on the image of SANRAL, which could result in termination of service.
- 1.4 This Code of Conduct describes the principles by which we seek to conduct ourselves. Failure to commit to the spirit of this Code jeopardises the trust inherent in the employment relationship, which is essential to our business relationships.

2. ETHICAL CONDUCT

- 2.1 We seek to conduct ourselves in an ethical manner towards our colleagues, suppliers, contractors (service providers) and the general public in the following way: -
 - 2.1.1 We seek to act justly and fairly at all times;

- 2.1.2 We commit ourselves to interacting with all our stakeholders, both internal and external, on a basis of equity and truthfulness;
- 2.1.3 We seek to maintain the highest ethical standards through the manner of our conduct and actions;
- 2.1.4 We will not compromise ourselves for financial gain or a business deal if, in order to do so, we need to act dishonestly, either implicitly or explicitly; and
- 2.1.5 We understand that it is not sufficient to act justly and fairly, but to be seen to be doing so as well. In this respect no gift or benefit will be given or received by anyone without the approval of his/her Manager. Such gifts or benefits must be reported to the relevant Manager and must be entered into the gift register, held by each Regional Manager and **at Head Office by the personal assistant** of the CEO.
- 2.2 We will create a learning environment for all our colleagues as follows: -
 - 2.2.1 We understand that our colleagues flourish best when placed in a stimulating learning environment. To the extent necessary, SANRAL will provide learning opportunities that are relevant to the meaningful functioning of SANRAL; and
 - 2.2.2 We are committed to being a place of learning and development.
- 2.3 We will speak the truth in the following manner: -
 - 2.3.1 We undertake to accurately reveal all material facts when reporting both internally and externally. We seek to speak the truth constructively.
- 2.4 We commit ourselves to provide excellent service in the following manner: -
 - 2.4.1 We recognise that service is first and foremost an attitude and a decision of the individual's will. It is also a product of time, training and sufficient resources; and
 - 2.4.2 We are committed to maintaining the right attitude as regards pleasing all stakeholders whether internal or external, and providing sufficient resources for positive delivery.
- 2.5 We keep information confidential in the following manner: -
 - 2.5.1 We will not disclose information, which is confidential or sensitive to any other party.
 - 2.5.2 Information, which is passed on to us as being confidential, will be treated as such. If the confidential information could embarrass or compromise us, we undertake, as far as possible, to avoid becoming party to such knowledge; and
 - 2.5.3 Access to information held by SANRAL will be dealt with in terms of the Promotion of Access of Information Policy of SANRAL as set out in this Manual.

3. IMPLEMENTATION

- 3.1 Employees shall serve SANRAL honestly, ably and diligently and apply their attention and energy in the interest of SANRAL only.
- 3.2 SANRAL expects its employees to protect and promote the dignity and interest of the company at all times.
- 3.3 Employees may not furnish information to anybody regarding SANRAL's confidential business or activities without prior permission from SANRAL or its delegate, except if bound to do so by legal processes.
- 3.4 Employees may not make any public statement or announcement whatsoever on behalf of SANRAL, unless authorised to do so in terms of the delegation of authority.
- 3.5 Employees shall at all times and in all respects protect the property of SANRAL and shall not have the right to alienate any property of SANRAL, misuse, or use or apply such property for their own benefit or gain.
- 3.6 Where an employee has an interest directly or indirectly in a person who or entity which does business with SANRAL, the employee must forthwith advise SANRAL in writing of that interest and the accompanying circumstances.
- 3.7 The CEO shall, upon receipt of such notice in writing, or in case of reasonable grounds to suspect that the state of affairs as contemplated in 3.6 above exists, act in the manner deemed appropriate and necessary to protect the interest and good name of SANRAL, and subsequently the employee must comply with any instruction given by the CEO in this regard.
- 3.8 In addition to the ordinary meaning thereof, with the exception of an *ex-officio* interest, an interest shall also mean a direct or indirect interest by way of shareholding through nominees, or a financial interest in similar manner, and shall further include such interest held by an immediate member of the family or dependant of such employee.
- 3.9 Employees may not, without approval, accept any gift, donation, grant, bonus, gratification or other remuneration, or monetary or other assistance from any person associated with SANRAL. If any such offer or item is received, the employee must forthwith report it to the relevant Manager for a ruling on such acceptance and have the gift or item entered into the gift register.
- 3.10 Employees may not accept any other work for remuneration unless prior approval has been granted by the CEO after due consideration has been given regarding a potential conflict of interest that might arise.
- 3.11 All Executive/Regional Managers shall acquaint them with the relevant King Report on Corporate Governance and its code and recommendations and shall at all time act in accordance with said Report.

- 3.12 It is expected of employees to dress professionally and in a manner befitting SANRAL's image during working hours and at any time that business associates will see employees on the office premises.
- 3.13 Employees will at all times provide the necessary information as requested by Medical Aid and Retirement Funds. Where possible, employees are encouraged to effect such changes in the EMPLOYEE SELF-SERVICE available on SANRAL's IT network.
- 3.14 Employees representing SANRAL are expected to create a favourable impression of the organisation. Courtesy, tact and projection of a professional image are regarded as key to enhancing the good image which SANRAL aims to project at all times.
- 3.15 All professional persons employed by SANRAL shall also at all time act in accordance with their professional association's code of conduct and ethical standards.
- 3.16 Employees who by virtue of their employment with SANRAL, have obtained and/or will continue to obtain and/or have had and will continue to have access to SANRAL's trade secrets, trade connections and confidential information including, *inter alia*, but without limiting the generality of the foregoing, the following matters, all of which are hereinafter referred to as "trade secrets" shall be subject to the provision of 3.17: -
- 3.16.1 Knowledge of the production and operating procedures relating to the business of SANRAL;
- 3.16.2 Knowledge of and influence over the customers, suppliers and business associates of SANRAL and knowledge of the needs and requirements of such customers, suppliers and business associates;
- 3.16.3 Knowledge of all tendered information during any stage of the tender process;
- 3.16.4 Contractual arrangements between SANRAL and its business associates;
- 3.16.5 Financial details of the relationship of SANRAL with its business associates;
- 3.16.6 The names of prospective customers of SANRAL and their requirements;
- 3.16.7 Details of the remuneration paid by SANRAL to its various employees and their duties;
- 3.16.8 Training schemes, programmes and methods utilised by SANRAL; and
- 3.16.9 Other matters which relate to the business, structure and management of SANRAL, and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 3.17 Having regard to the matters referred to in 3.16 above, employees undertake to protect the confidential information and trade secrets of SANRAL and its "other business partners" in the following manner: -

- 3.17.1 Employees will not during their employment with SANRAL or at any time thereafter, directly or indirectly, divulge or disclose to others (except to the extent that it is necessary to perform the employee's services) any of SANRAL's confidential information and trade secrets; and
- 3.17.2 Any written instructions, notes, memoranda or records, whether in paper or electronic format, relating to SANRAL's confidential information and trade secrets which are made by SANRAL or which come into the possession of an employee during the period of his/her employment, shall be deemed to be the property of SANRAL and shall be surrendered to SANRAL on demand, and in the event of the termination of his/her employment, and the employee will not obtain any copies thereof or extract there from.