



Columbus Retirement Funds

("the Fund")

TRUSTEES CODE OF CONDUCT

PREAMBLE

1. We, the Trustees and Principal Officer of the Funds acknowledge that-
 - 1.1. The objectives of the Funds are to provide retirement and death benefits to or in respect of the Fund's members (being employees of the Participating Employer in the Funds), as well as their dependants (such members and dependants being collectively referred to as "Beneficiaries"). The benefits referred to are those that are promised in terms of the Rules of the Funds.
 - 1.2. Whilst our primary duty is to ensure the solvency of the Funds in order that the benefits of the Funds may be paid out to the Beneficiaries, we also consider ourselves to hold a position of trust and we acknowledge that:
 - 1.2.1. irrespective of whether any of us may be in the employment of Columbus Stainless (Pty) Ltd as the sponsor of the Funds ("the Sponsor") or may be an Independent Trustee, we each owe the same fiduciary duty to the Funds and the Beneficiaries;
 - 1.2.2. as Trustees we are required to act independently, and in particular may not submit to be influenced by any party, whether the Sponsor/ Participating Employer, any service provider or other, to act differently from that which the office of Trustee requires of us;
 - 1.2.3. we will avoid conflicts of interest.
 - 1.3. Our respective functions as Trustees and Principal Officer require us not only to fulfill all the requirements imposed on us by law in the fulfillment of our duties, but also to ensure that the Funds are governed by us in such a way as will:
 - 1.3.1. ensure that the benefits in terms of the Rules are actually delivered;
 - 1.3.2. ensure that these benefits are optimal and the associated risk managed; and
 - 1.3.3. the process of delivery of these benefits is credible and worthy of the trust of the Beneficiaries, and can also be demonstrated to the Employer/ Sponsor and the Registrar of Pension Funds ("the Registrar").
 - 1.4. We are accountable for our governance of the Funds.
2. We accordingly bind ourselves to govern the Funds to the best of our ability, both individually and collectively, and now set out how we intend to do this, so that the Beneficiaries and the Employer/ Sponsor, the Registrar and those service providers serving the Funds can know and understand what we expect of ourselves and what we will require of the service providers of the Funds in order to ensure that we achieve the governance purposes.

MANAGEMENT OF OURSELVES AS TRUSTEES AND PRINCIPAL OFFICER

3. Decisions of the Trustees will be taken by a simple majority of votes of Trustees present at any meeting, each Trustee having one vote.

In the event of a deadlock, the matter must be referred to the next meeting of the Trustees. Should that meeting fail to reach a decision, the matter must be referred for mediation with the mediator being appointed by the Auditor. Should the process of mediation fail, the matter must be referred to arbitration with the arbitrator being appointed by the Trustees and the arbitration being subject to the administration of the Arbitration Foundation of South Africa. If the Trustees cannot agree on an arbitrator, the Chair Person of the professional body of which the person qualified to determine the matter are members, must appoint the arbitrator. If such appointment is not possible and/or the Trustees disagree on the professional requirements of the arbitrator, the Chair Person of the Arbitration Foundation of South Africa must make the appointment.

An alternate Trustee is restricted to an observer role at meetings and may only exercise his/her vote when the Trustee for whom he/she is acting as alternate is not present at the meeting.

4. We look to the Chair Person of the Trustees to lead us proactively to ensure that Trustees' meetings are run effectively, to ensure that sub-committees (if applicable) fulfill their responsibilities, to be responsible for communication with the Employer/ Sponsor on matters of interest to it, and to act as spokesperson of the Funds where required.
5. We as Trustees look to the Principal Officer for effective liaison with the service providers and the Beneficiaries, being the repository of much of the institutional history of the Funds and providing support to the Chair Person and to us as Trustees in their responsibilities. The Principal Officer is expected to make contributions to Trustees meetings and to provide input particularly, in his compliance function, to the risk management responsibilities of the Trustees.
6. We undertake:
 - 6.1. to record our acceptance of our responsibilities as Trustees, Principal Officer and Chair Person, including our legal duties and our commitment to the governance of the Funds as reflected in this Code and an *Acceptance of Appointment Document*;
 - 6.2. to agree on a *Board of Trustees Policy on Gifts* to manage any gifts offered to us;
 - 6.3. to declare at each Trustees' meeting or more frequently as we may decide, our interests.
7. We acknowledge that we are entitled to receive such training and orientation, at the expense of the Funds, as is necessary or desirable in order for us to fulfill our Trustee responsibilities.
8. We undertake to ensure that our skills and learning as Trustees are, to the extent possible, passed on to those Trustees who succeed us, and we undertake to be available to provide information about what has happened during our tenure as Trustees notwithstanding our vacation of office.
9. We acknowledge that information about the Funds, the Beneficiaries, the Employer/ Sponsor, the service providers and the proceedings of the Trustees are confidential and may only be disclosed to a third party, unless there is a contrary duty in law, in such manner and through such person as we as Trustees may agree.
10. We undertake to submit ourselves, individually and collectively, to such assessment as is appropriate, acknowledging that the purpose of any such assessment is to ascertain our performance, particularly in fulfilling our governance purposes.
11. We acknowledge that each of us as a Trustee may be sanctioned, whether in the form of censure, suspension subject to any terms determined by the other Trustees, and/ or expulsion from office, for any breach of this Code; and that such sanction(s) may only be imposed after that Trustee accused of such breach has been furnished with the opportunity to defend himself or herself.



MANAGEMENT OF THE BUSINESS OF THE FUNDS

12. We acknowledge that we must oversee the administration of the Funds; in particular those service providers involved in providing services to the Funds and we undertake to ensure that every service provider reports appropriately and timeously to us, that the contractual relationships with service providers are on terms which are not disadvantageous to the Funds and are reviewed periodically, that there are periodic revisions of the Rules and that there are periodic reviews and assessments of the service providers of the Funds.
13. We undertake to ensure, as far as possible, that our service providers avoid or remove any conflicts of interest.
14. We acknowledge as Trustees that we do not have all the skills necessary for the proper administration of the Funds and undertake to seek expert advice, which we will interrogate and test, in order to ensure that the benefits of the Funds are optimal and that the associated risks are managed.
15. We undertake as Trustees to implement a *Columbus Retirement Funds Risk Management Policy* (The Risk Management Policy), which will be available to the Employer/ Sponsor, and any Beneficiary. The Risk Management Policy deals with the assessment and management of the risks that the Funds are, in our opinion, exposed to, including accounting and administrative risks, investment risks and legal risks.
16. We undertake as Trustees to devise a *Columbus Retirement Funds Investment Policy* which is appropriate for the needs of the Funds and, in particular, entails an acceptable level of risk.

MANAGEMENT OF RELATIONSHIPS

17. We undertake as Trustees to communicate regularly with relevant and clear information about the Funds to every Beneficiary. We understand the importance of such communication for each Beneficiary and that good communication about the Funds, particularly the governance arrangements in place, plays an important role in the promotion of the trust we wish the Beneficiaries to have in us.
18. We undertake to deal with any communication query or complaint from any Beneficiary, the Employer/ Sponsor or the Registrar timeously, thoroughly and respectfully.
19. We acknowledge that the Funds owe a duty of good faith to the sponsor, but excluding whether the sponsor's business proposition in respect of the Funds is viable.
20. We acknowledge that the Funds owe a duty of good faith to the interest of the Employer in the governance of the Funds and undertake to communicate relevant matters to the Employer and respond timeously to requests for information. We will be available to discuss any aspect of the Funds, including benefits, investment arrangements, operations and governance with the Employer.
21. We acknowledge too that the Funds will not intrude on the relationship that exists between the Employer and its Employees who are members of the Funds. We look also to the Employer to support the Funds in certain of its responsibilities such as in the research necessary for the proper determination of benefits payable on the death of a Beneficiary, to the extent that the Employer is able to provide such support.
22. We commit the Funds to a constructive, co-operative and open relationship with the Registrar and any other regulatory authority, including the SA Revenue Services, with which the Funds may have dealings.

The Board of Trustees of the Fund herewith approved this code of conduct with effect from 2015.


CHAIRMAN