

KAREN BLIXEN CAMP LIMITED

HUMAN RESOURCE POLICY AND PROCEDURE MANUAL

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1. INTRODUCTION

This Human Resources Policy and Procedure Manual sets out the terms, policies, procedures and practices relating to human resource management at Karen Blixen Camp Limited (hereinafter "the employer").

The employer will endeavour to keep HR policies current and relevant. Therefore, from time to time it will be necessary to modify and amend some sections of the policies and procedures, or to add new procedures.

These terms, policies, procedures and practices apply to all employees and are an integral part of the employees' contracts of employment.

2. THE VISION AND MISSION OF THE EMPLOYER

The employer's vision is to provide domestic and international tourists and/or guest with a state of the art luxury tented camp in the Masai Mara built upon the principles of green and sustainable technology.

The employer's mission is conserve the ecological diversity and integrity of the Masai Mara eco-system by promoting sustainable development and land use so as to ensure continued sustainability of its business in the Masai Mara.

The employee shall support the employer in its endeavour to achieve its vision and mission.

3. HOURS OF WORK

The normal hours of work are 48 hours per calendar week being Monday through to Saturday from 08.00am to 05.00pm (with a one hour break for lunch from 01.00pm-02.00pm).

The employer may make appropriate adjustments to the above calendar week to suit the special needs of its operations provided that such adjustment shall not exceed 52 hours per calendar week. In particular, the employer shall formulate a work schedule appropriate for each of its employee depending on the nature of their work and on the unique needs of the hospitality industry to ensure the employer's guests in the Karen Blixen Camp are satisfactorily catered to at all times.

4. REST DAY

Every employee shall be entitled to one whole rest day in each week as provided under the Employment Act of Kenya. However, the employer and an employee may, by mutual

consent, agree to the deferment of the employee's rest day which thereafter may be taken by the employee on a subsequent day or may, subject to a maximum accumulation of fourteen such rest days at any one time, be accumulated and taken as leave with full pay in addition to the employee's entitlement to annual leave.

5. OVERTIME

If the employee works for more than 52 hours per calendar week he/she shall be entitled to overtime. However, overtime shall always be applied and approved beforehand by the employer. In addition, the employee shall be required to notify the manager in writing of the completion of any authorized overtime no more than one (1) day after such completion.

Employees who work part-time and who work longer than their contracted working week but not longer than the normal working week at 52 hours in question shall be paid a rate of one and half hours for each extra hour worked. However, if any employee works during a public holiday then the rate shall be twice the hours for each hour worked.

Compensation for overtime time may be given in the form of cash or rest hours/days. Compensation by rest hours/days shall take precedence over cash compensation.

6. DEDUCTIONS

The employer may deduct from the employee's salary:

- 6.1 any amount due from the employee as a contribution to any provident fund or any other approved scheme to which the employee has agreed to contribute;
- 6.2 a reasonable amount for any damage done to, or loss of, any property lawfully in the employee's possession or custody occasioned by the employee's willful neglect or default;
- 6.3 an amount not exceeding one day's salary in respect of each working day for the whole of which the employee, without leave or other lawful cause, absents himself/herself from work;
- 6.4 an amount equal to the amount of any shortage of money arising through the employee's negligence or dishonesty with respect to any duties assigned to the employee relating to the receipt, custody and payment of money;
- 6.5 any amount paid to the employee in error as salary in excess of the amount of salary due to the employee;
- 6.6 any amount the deduction of which is authorised by any written law for the time being in force, collective agreement, wage determination, court order or arbitration award; and
- 6.7 an amount due and payable by the employee under and in accordance with the terms of an agreement in writing, by way of repayment or part repayment of a loan of money made to the employee by the employer, not exceeding fifty per cent of the salary

payable to the employee after the deduction of all such other amounts as may be due from the employee under this clause.

7. LEAVE

An employee shall be entitled to the following types of leave:

7.1 Annual leave

An employee shall be entitled in addition to public, gazetted holidays and weekly rest days to a minimum of twenty-one (21) days of leave with full pay after every twelve consecutive months of service. The leave days shall be taken by the employee at the convenience of the employer.

The employer may make appropriate adjustments to the annual leave days set out above to suit and cater for the special needs of the Karen Blixen Camp's operation so long as such adjustments shall not reduce the minimum number of leave days set out hereinabove. In particular, the employer shall formulate a leave schedule appropriate for each of its employees depending on the nature of his or her work and on the unique needs of the hospitality and/or tourist industry to ensure the employer's guests in the Karen Blixen Camp are satisfactorily catered for at all times.

7.2 Maternity leave

A female employee shall in addition to her annual leave be entitled to three (3) calendar months' maternity leave with full pay.

In order for a female employee to qualify for this leave, she must produce a certificate as to her medical condition from a qualified medical practitioner or midwife.

If it comes to the attention of the employer that maternity leave was used for another purpose, the employer shall regard the matter as a serious breach and shall issue a warning letter to the employee.

7.3 Paternity leave

A male employee shall in addition to his annual leave be entitled to two (2) calendar weeks of paternity leave with full pay.

The male employee shall be required to produce a copy of the birth certificate to the employer within 14 days of the birth of the child.

This leave must be taken within twelve (12) weeks of the birth of the child.

7.4 Compassionate leave

An employee shall be entitled to take leave on compassionate grounds where his/her husband/wife, parents or children are ill or has died and shall by prior arrangement with the employer be granted such leave of three (3) days with full pay during one year and which leave shall be set off against the employee's annual leave.

If the employee does not have any leave days then he/she may with the prior approval of the employer be granted five (5) days of compassionate leave without pay in any one year.

7.5 Sick leave

After two (2) consecutive months of service with the employer, an employee shall be entitled to sick leave of seven (7) days with full pay, and thereafter to sick leave of seven (7) days with half pay, in each period of twelve (12) consecutive month's service.

If the employee is absent from work for more than five (5) consecutive days, a medical certificate must be submitted to the employer from a qualified medical practitioner. Any sick leave days not supported by a medical certificate shall be deducted from the annual leave.

If the employee is incapable of working for six (6) consecutive weeks or for three (3) calendar months during the term of service due to serious illness or health then the employer shall give the employee one (1) month's notice of termination of the employee's employment or pay him/her one (1) month's basic salary in lieu of notice whereupon the employment shall terminate accordingly.

Sick leave shall not be accumulated and shall not be convertible to cash.

8. TRAVEL EXPENSES

If the employee is required to travel on official business, he/she shall be reimbursed for expenses incurred and upon production of receipts to the Employer. Employees at the employer's Karen Blixen Camp in the Masai Mara shall be subject to special arrangements in this regard to suit the special circumstances in the Masai Mara.

9. ALLOWANCES

The employee shall be provided with all necessary equipment to enable proper performance of his/her duties.

Housing allowance is part of the employee's salary as is set out in the employee's Contract of Employment.

10. TRAINING

The employer will give employees adequate training to do their job safely and competently.

Training includes internal on-the-job training, written instructions such as standard operating procedures, coaching, external training and courses. Safety training takes precedence.

11. MEDICAL BENEFIT

Employees shall be eligible for inpatient and outpatient medical insurance cover with an insurer of employer's choice that covers collective medical care expenses.

The employer will ensure the provision of sufficient and proper medicine during illness and if possible, medical attention during serious illness.

Special medical arrangement may be made on an individual and case by case basis.

12. PENSION AND SOCIAL SECURITY

The employer shall pay contributions to the National Social Security Fund (NSSF).

The employee shall receive his/her social security benefits in accordance with the National Social Security Fund Act.

13. OCCUPATIONAL HEALTH AND SAFETY (OH&S)

The employer will, as far as practicable, provide a safe work environment for the health, safety and welfare of the employees.

To do this, the employer will:

- develop and maintain safe systems of work, and a safe working environment
- consult with employees and health and safety representatives on safety
- provide protective clothing and equipment, and enforce its use
- provide information and training for employees

Ultimately, everyone at the workplace is responsible for ensuring health and safety at that workplace.

Where an employee sustains injuries during the course of employment, such employee shall be compensated in accordance with the provisions of the Work Injury Benefits Act 2007.

14. INTELLECTUAL PROPERTY

All intellectual property developed by the employees during their employment with the employer, including discoveries or inventions made in the performance of their duties related in any way to the business of the employer, will remain the property of the employer.

15. CONFIDENTIALITY

The employee shall keep confidential such matters relating to the business of the employer that he/she gains knowledge of while working for the employer.

The employee must not:

- disclose or use any part of any confidential information outside of the performance of their duties and in the interests of the employer; or
- authorise or be involved in the improper use or disclosure of confidential information;

during or after their employment without the employer's written consent, other than as required by law.

'Confidential information' includes any information in any form relating to the employer and related bodies, clients or businesses, which is not in the public domain.

16. CONFLICT OF INTEREST

Conflict of interest arises whenever the personal, professional or business interests of an employee are potentially at odds with the best interests of the employer.

All employees are required to act in good faith towards the employer.

Employees must:

- declare any potential, actual or perceived conflicts of interest that exist on becoming employed by the employer to management
- declare any potential, actual or perceived conflicts of interest that arise or are likely to arise during employment by the employer to management
- avoid being placed in a situation where there is potential, actual or perceived conflict of interest if at all possible

If an employee declares such an interest, the employer will review the potential areas of conflict with the employee and mutually agree on practical arrangements to resolve the situation.

Employees must disclose any other employment that might cause a conflict of interest with the employer to their manager.

Employees shall not engage in any political activities or forum during working hours and at the premises of the employer.

17. TERMINATION

The employment of the employee may be terminated in any of the following ways:-

17.1 Dismissal

If the employee:

- (a) wilfully disobeys any of the lawful orders and instructions of the employer; or
- (b) is guilty of any serious misconduct or neglect in the performance of his/her duties, including, but not limited to for instance:
 - i. usage of alcohol while on duty or excessive usage of Alcohol at any time within the camp premises and/or
 - ii. usage or possession of illegal drugs at any time by any employee at the company's premises and/or
 - iii. being under the influence of alcohol or drugs of any kind whilst on duty; or
- (c) makes away with any monies or property of the employer; or
- (d) is a party of any fraud or dishonourable act; or
- (e) commits any breach of any of his/ her obligations hereunder; or
- (f) is guilty of other gross misconduct as set out in section 44(4) of the Employment Act, 2007;

then employer shall terminate the employee's employment and dismiss the employee forthwith without notice. The employer shall explain to the employee the reasons for which his/her employment contract is being terminated in the presence of another person or employee and the employee shall be entitled to make any representation he has to the employer.

Upon such dismissal, the employee shall be entitled to payment in lieu of outstanding annual leave, outstanding allowances, earned salary and any other contractual benefits due to him/her as at the date of dismissal less any deductions that can lawfully be made.

17.2 Notice

Either party may terminate a contract of employment by giving one month's notice in writing or pay one-month's salary in lieu of the notice. The notice period spelt out in the contract of employment of management staff shall prevail, if longer notice period contained herein.

Fixed terms contracts will be automatically terminated without notice on expiry of the appointed period if not renewed.

17.3 Retirement

The employee shall retire from his/her employment upon reaching the age of 55 years.

18. WARNINGS

For less serious misconduct, the employer shall issue a letter of warning to the employee. If an employee has already received two warnings and commits a further act of misconduct, the employer shall summarily dismiss the employee without notice.

The warning letter shall be entered in the employee's employment record. Each written warning will clearly explain what the breach of duty was and any further action necessary on the part of the employee.

If an employee completes one year from the date of the second warning without further misconduct, the employer shall cancel any warning entered on his/her employment record.

The employer may issue a warning for reasons such as:

- Absence from work without valid reason or permission during a working day(s); or
- Lateness; or
- Failure to observe working hours; or
- Sleeping during work hours; or
- Disorderly conduct; or
- Negligence to duty; or
- Using profane or obscene language; or
- Insubordination to supervisors.

19. GRIEVANCE PROCEDURE

If the employee is dissatisfied with any disciplinary decision taken in relation to him or have any grievance relating to his employment, he shall submit particulars in writing to his or her immediate supervisor.

If the grievance is not resolved to the employee's satisfaction:

- the employee, if working in the Karen Blixen Camp in the Masai Mara may refer the grievance to the employer's Operations Manager in Nairobi whose decision shall be final
- the employee, if working in the employer's Nairobi office, may refer the grievance to the employer's Chairman of the Board of Directors at the time whose decisions shall be final.

20. HARASSMENT AND DISCRIMINATION

The employee is to enjoy a working environment free from all forms of harassment and discrimination, whether on the basis of gender, nationality, ethnic origin, religion, political beliefs or any other form of personal identity.

An employee is deemed to be sexually harassed if the employer or a co-worker;

- a) directly or indirectly requests the employee for sexual intercourse, sexual contact or any other form of sexual activity that contains an implied or express promise of preferential treatment in employment or threat of detrimental treatment in employment or threat about the present or future employment status of the employee;
- b) uses language whether written or spoken of a sexual nature;
- c) uses visual material of a sexual nature; or
- d) shows physical behaviour of a sexual nature which directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to the employee and that by its nature has a detrimental effect on the employee's employment, job performance or job satisfaction.

Accordingly, any action or conduct by any employee member, male or female, that could be viewed as harassment or discrimination is prohibited.

21. PERSONAL CONDUCT

The employer expects its employees to maintain a high standard of conduct and work performance to make sure the business maintains its good reputation with its customers and clients.

All employees will at all times be required to:

- observe all policies and procedures
- treat colleagues with courtesy and respect

- treat customers and clients in a professional manner
- work safely
- be a good ambassador for the employer at any time and conduct a high standard of behaviour also on leave, days off etc. at places where the employee can be connected to the employer or be seen as an representative of the employer.

22. DRESS CODE

All employees must dress in a professional manner at all times.

Grooming, hair and nails must be appropriate for work. Where uniforms are provided these must be worn during working hours.

The employer reserves the right to request an employee to dress to an appropriate standard as a condition of employment.

23. PERSONAL COMMUNICATIONS

It is expected private phone calls will be kept to reasonable levels during working hours.

24. INTERNET USE

The internet is provided by the employer for business use. Limited private use is permitted if the private use does not interfere with a person's work and that inappropriate sites are not accessed for example pornographic sites and gambling sites. Management has the right to access the system to check if private use is excessive or inappropriate.

Downloading of movies, songs or books is strictly prohibited.

25. COLLECTIVE BARGAINING AGREEMENT

The employer has not entered into any collective bargaining agreement with any trade union. Accordingly, these terms, policies, procedures and practices are not subject to any collective bargaining agreement.

26. THE PROPERTY OF THE EMPLOYER

It is responsibility of the employee to take care and maintain the property of the employer which is in his/her possession or control.

Upon the termination of employment for any reason, the employee is to immediately return all items given to the employee in the course of his/her employment including but not limited to staff id card, reports or materials.

27. MODIFICATIONS

The employer reserves the right to modify and update the policies, terms and conditions but shall notify the employee of such modifications not later than one month after such modification is effected.

SIGNED: FOR KAREN BLIXEN CAMP LIMITED



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TINA FOGH AAGAARD-DIRECTOR



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RENE EGHAMMER-DIRECTOR