

It is important that you read this policy in full to understand the rules and practices

GDPR

General Data Protection Regulation

Document Retention Policy

All Metal Services Limited

Updated 16 April 2021

Document Retention Policy

This is the Document Retention Policy for All Metal Services Limited (AMS). It provides a framework for the retention and disposal of electronic and paper records, files, documents and other forms of information (collectively called “**Documents**”) held by AMS. This Policy is written with due regard to all applicable laws and best compliance practice.

It is important that you read this Policy in full to understand the rules and practices that determine how Documents held by AMS are to be retained and, ultimately, destroyed.

We may need to update this Policy to reflect any changes in the law, as well as any changes to our business from time to time. Please check regularly to ensure you are familiar with its terms.

How long should I keep documents?

The general rule is that **you should only keep a Document for as long as you need it**. However, AMS must retain certain Documents because they contain information that:

- has enduring business value (for example, it provides a record of a business transaction, evidences our rights or obligations, protects our legal interests or ensures operational continuity),
- must be kept to comply with legal, accounting, or other regulatory requirements.

We have prepared a Document Retention Schedule (“**DRS**”) which sets out how long we need to keep certain Documents to comply with law and best practice. The DRS is set out in the **Appendix** to this Policy.

You must read and understand the contents of the DRS, particularly where it relates to your business area.

All Documents that form part of any of the business categories listed in the DRS must be retained for the period specified in the DRS. Documents must not be retained beyond the period specified in the DRS unless a valid business reason (or a litigation hold or other special situation) calls for its continued retention.

If you are unsure whether to retain or delete a certain Document, you must contact our Data Protection Officer at data.protection@allmetal.co.uk before you do anything with that Document.

How to store and destroy documents

Storage

Documents must be stored in a safe, secure and accessible manner. The level of security should be appropriate and proportionate to the nature of the Document and the harm that could arise from a breach in security.

Documents that contain personal or confidential information must be kept in lockable filing cabinets, with keys kept secure. Documents containing personal data or sensitive corporate information should never be left open on computer screens, on printers or unattended on desks.

Electronic Documents must be saved on our central file server, which is protected against unauthorised access and is backed up regularly. Electronic Documents should be saved into the appropriate departmental drives, particularly Documents that contain personal or confidential information, which must not be saved into a public drive. You must refer to our IT security policies for the standards you must observe when using our IT and communication systems.

Archiving

You should only keep Documents on site for as long as you need to use them. Documents that need to be retained in accordance with the DRS should be sent to our off-site archiving providers. A policy on how to archive Documents will be made available and notified to you. You must comply with the procedures set out in this policy whenever sending Documents off-site for storage purposes.

Destruction

The destruction of confidential, financial, and personnel-related Documents must be conducted by shredding, or by using confidential waste bins. Non-confidential Documents may be destroyed by recycling.

The destruction of electronic Documents must be coordinated with our IT Department.

Destruction of archived Documents must be in accordance with our archiving policy.

The destruction of Documents must stop immediately upon notification from our General Counsel that a litigation hold is to begin because AMS may be involved in legal action or an official investigation (see next paragraph). Destruction may resume once the General Counsel lifts the relevant litigation hold.

Litigation holds and other special situations

All employees should note the following general exception to the retention periods set out in the DRS:

If you believe, or the General Counsel informs you, that certain Documents are relevant to current litigation, potential litigation (that is, a dispute that could result in litigation), government investigation, audit or other event, you must preserve and not delete, dispose, destroy, or change those Documents until the General Counsel determines they are no longer needed. This exception is referred to as a **“litigation hold”** and replaces any previously or subsequently established destruction schedule for those Documents. If you believe this exception may apply, or have any questions regarding whether it may possibly apply, please contact the General Counsel.

In addition, you may be asked to suspend any routine Document disposal procedures in connection with certain other types of events, such as the merger of AMS with another organisation or the replacement of our IT systems.

Mandatory compliance

Responsibility of all employees

AMS is committed to complying with the laws, rules, and regulations that govern it and with recognised compliance practices. All employees must comply with this Document Retention Policy, the Document Retention Schedule and any litigation hold communications. Failure to do so may subject AMS and our employees to serious civil and/or criminal liability. Your compliance with this DPP is mandatory. Any breach may be dealt with under our disciplinary procedures.

Reporting policy violations

We are committed to enforcing this Policy as it applies to all forms of Documents. However, the effectiveness of our efforts depends largely on our employees. If you feel that you or someone else may have violated this Policy, you should report the incident immediately to your supervisor. If you are not comfortable bringing the matter up with your immediate supervisor, or do not believe the supervisor has dealt with the matter properly, you should contact our Data Protection Officer at data.protection@allmetal.co.uk immediately.

If employees do not report inappropriate conduct, we may not become aware of a possible violation of this Policy and may not be able to take appropriate corrective action. No one will be subject to, and we prohibit, any form of discipline, reprisal, intimidation or retaliation for reporting incidents of inappropriate conduct of any kind or cooperating in related investigations.

Audits and employee questions

Internal review and policy audits

We will periodically review this Policy and its procedures to ensure that AMS is in full compliance with relevant new or amended regulations. Additionally, AMS will regularly audit employee files and computer hard drives to ensure compliance with this Policy.

Questions about the policy

Any questions about this Policy should be referred to our Data Protection Officer at data.protection@allmetal.co.uk

Appendix

Document Retention Schedule

The following table sets out the statutory and recommended retention periods that relate to certain Documents. For many types of Documents, there is no definitive retention period and the retention period that should be applied will depend upon the type and nature of the Document.

Retention periods will, as a starting point, be based on the statutory time limits set out in the Limitations Act 1980, which has the effect of limiting the period within which a claim can be brought against AMS.

Retention Periods

Document	Retention Period
HR/Payroll	
Personnel files and training records (including disciplinary records and working time records)	6 years after employment ceases
Wage/salary records (also overtime, bonuses, expenses, benefits in kind)	3 years beginning with the day on which the pay reference period immediately following that to which they relate ends. However, given their potential relevance to pay disputes they will be retained for 6 years after the working relationship ends.
Retirement Benefits Schemes – records of notifiable events, for example, relating to incapacity	6 years from the end of the scheme year in which the event took place
National minimum wage records	3 years after the end of the pay reference period following the one that the records cover
Records relating to working time	2 years from date on which they were made
Application forms and interview notes (for unsuccessful candidates)	Up to 1 year from date of decision. (Due to time limits in the various discrimination Acts, minimum retention periods for records relating to advertising of vacancies and job applications should be at least 6 months. A year is more advisable as the time limits for bringing claims can be extended. Successful job applicant documents will be transferred to the personnel file in an event.)
References to be provided for former employees	6 years or until former employee reaches 65 (whichever comes first)
Individual training records	6 years after completion
Inland Revenue/HMRC approvals	Permanently
Parental leave	5 years from birth/adoption of the child or 18 years if the child receives a disability allowance
Pension scheme investment policies	12 years from the ending of any benefit payable under the policy
Redundancy details, calculations of payments, refunds, notification to the Secretary of State	6 years from the date of redundancy
Senior executives' records (that is, those on a senior management team or their equivalents)	Permanently for historical purposes

Statutory Sick Pay records, calculations, certificates, self-certificates	The Statutory Sick Pay (Maintenance of Records) (Revocation) Regulations 2014 (SI 2014/55) abolished the former obligation on employers to keep these records. Although there is no longer a specific statutory retention period, employers still must keep sickness records to best suit their business needs. It is advisable to keep records for at least 3 months after the end of the period of sick leave in case of a disability discrimination claim. However, if there were to be a contractual claim for breach of an employment contract it may be safer to keep records for 6 years after the employment ceases.
Timesheets	2 years after audit
Expense claims	6 years after audit
Employee Tax and Social Security	
Record of taxable payments; tax deducted or refunded; record of earnings on which NIC made; record of employee and employer's NIC; NIC contracted out arrangements;	6 years
Copies of notices to employee e.g. P45, P58, P48, P6, P60	6 years plus current tax year
Inland Revenue notice of code changes, pay and tax details	6 years
Statutory Maternity Pay records, calculations, certificates (Mat B1s) or other medical evidence	4 years after the end of the tax year in which the maternity period ends
Income tax and NI returns, income tax records and correspondence with HMRC	Not less than 3 years after the end of the financial year to which they relate
Health and Safety	
Accident books, accident records/reports	4 years from the date of the last entry (See below for accidents involving chemicals or asbestos)
Medical records and details of biological tests under the Control of Lead at Work Regulations	40 years from the date of the last entry
Medical records as specified by the Control of Substances Hazardous to Health Regulations (COSHH)	40 years from the date of the last entry
Medical records under the Control of Asbestos at Work Regulations. Medical records containing details of employees exposed to asbestos. Medical examination certificates	40 years from the date of the last entry, 4 years from the date of issue
Medical records under the Ionising Radiations Regulations 1999	Until the person reaches 75 years of age, but in any event for at least 50 years
Records of tests and examinations of control systems and protective equipment under the Control of Substances Hazardous to Health Regulations (COSHH)	5 years from the date on which the tests were carried out
Assessments under health and safety regulations and records of consultations with safety representatives and committees	Permanently
Health and safety assessments; policy statements	Permanently
Statutory notices	6 years

Insurance	
Current and former policies	Permanently (Limitation can commence from knowledge of potential claim and not necessarily the claim.)
Annual Insurance Schedule/Disclosure	12 years
Claims and related correspondence	3 years after settlement.
Indemnities and Guarantees	6 years after expiry (Limitation for legal proceedings. BUT 12 years if related to land)
Group Health Policies	12 years after cessation of benefit
Employer's liability insurance certificate	40 years (although this was removed as a statutory requirement in 2008 but good practice)
Company Secretariat/Corporate Governance	
The Company's Articles of Association (original)	Permanently
Board and Committee Minutes	Permanently
Board Resolutions	Permanently
Register of Members and Secretaries	Permanently
Certificate of incorporation; certificate of change of name; memorandum and articles of association (original)	Permanently (best practice)
Audited company returns and financial statements	Permanently (best practice)
Declarations of interest	6 years (limitation period)
Register of seals; register of share certificates	Permanently (best practice)
General meetings - Notices	12 years
Register of members: supporting documentation	10 years
Finance, Accounting and tax	
Accounting records	7 years for public limited companies
VAT Records	7 years
Orders and delivery notes	7 years
Copy invoices	7 years
Credit and debit notes	7 years
Cash records and till rolls	7 years
Journal transfer documents	7 years
Creditors, debtors and cash income control accounts	7 years
VAT related correspondence	7 years
Bank statements and reconciliations	7 years from the end of the financial year in which the transactions were made
Contracts and agreements	
Contracts under seal/executed documents	12 years after completion (inc. any defects liability period)
Contracts for the supply of goods or services, inc. professional services	6 years after completion (limitation period)
Loan agreements	12 years after last payment
Licensing agreements; rental and hire purchase agreements; indemnities and guarantees; tender documents	6 years after expiry (limitation period)
Legal	
Freehold and Leases: deeds of title	Permanently until assets have been disposed. Leases: 15 years after expiry
Litigation files	12 years from dispute resolution
Contracts/Agreements Under Seal	12 years from contract end
Simple Contract	6 years from contract end

Commercial	
Documents, including: <ul style="list-style-type: none"> • Tenders despatched • Tenders returned • Recommendation Pack • Unsuccessful tenders • Contract/order generated • Purchase orders • Payments Schedule (attached to order) • Group supplier agreements for rebate, exclusivity and product/service specification • Agreements with distributors • Group contract conditions • Purchase of goods T&Cs • Group General Specification • Group Trade Specifications 	12 years
IT Services	
Email	<p>All emails are stored indefinitely by RSAC. This applies to all folders within a user's mailbox.</p> <p>Emails are not saved to the file server and users are not permitted an Outlook Personal Information Store file.</p>
File Server	<p>All files are backed up by RSAC. RSAC never proactively purge files, however this does not prevent those with access from deleting files. RSAC back them up and keep backups for 90 days.</p>
Cisco Office/Landline Call Recordings	<p>Cisco Unity Connection Messaging System voice recordings are stored for 105 days.</p>

Limitations Act Retention Periods

Retention periods will, as a starting point, be based on the statutory time limits set out by the Limitations Act 1980, which has the effect of limiting the period within which a claim can be brought against AMS. If proceedings are not instituted within the relevant period, the claim is statute barred. The direct effect of the Limitation Acts is that most contractual records need to be retained for 6 years after the end of the contract. This is the default retention period. The table below should be consulted when considering how long a document needs to be retained, depending on the type and nature of the potential claim.

Nature of action	Starting point	Length of period
Simple contract	Accrual of cause of action (the date of breach of contract).	6 years.
Tort (other than: <ul style="list-style-type: none"> personal injury; actions under the <u>Consumer Protection Act 1987</u>; latent damage; defamation.) 	Accrual of cause of action (the date the damage is suffered).	6 years.
Personal injury or death	<ul style="list-style-type: none"> Later of: Accrual of cause of action. Date of knowledge of the person injured. 	3 years. (The court has discretion to exclude this time limit if it would be equitable to do so.)
Defamation or malicious falsehood	Accrual of cause of action.	1 year. (The court has discretion to exclude this time limit if it would be equitable to do.)
Action brought against a party in relation to a promissory note (or bill of exchange)	The time that the payee's right of action first arose. Time does not run from the date when the payee acquired the right of action No right of action can accrue until the instrument has been delivered. For on demand notes, the limitation period may run from the date of the instrument itself or its delivery, not the time when demand is made.	6 years.
Informal loan contracts (loan agreements which do not provide a fixed date for repayment and which do not effectively provide for repayment on demand)	The date of written demand for repayment.	6 years.
Specialty (such as documents under seal, including some deeds)	Accrual of cause of action.	12 years.
Action to recover a sum recoverable by virtue of any statute	Accrual of cause of action.	6 years.
Action for contribution	The date of judgment (the date on which quantum is determined) or	2 years.

	settlement (the date on which the amount of compensation is agreed).	
Action under the Consumer Protection Act 1987	Later of: <ul style="list-style-type: none"> • Accrual of cause of action (the date the damage is suffered). • Date of knowledge of the claimant. 	3 years. (Overriding time limit: 10 years from the date on which the defective product was supplied.)
Latent damage other than personal injury (in the tort of negligence)	Later of: <ul style="list-style-type: none"> • accrual of cause of action (the date when the damage occurred), or • starting date (the date on which the claimant first had both the knowledge required for bringing the action and the right to bring such an action). 	(a) 6 years. (b) 3 years. Overriding time limit: 15 years from the date on which the negligent act or omission occurred
Action to recover land	Accrual of cause of action (dispossession or discontinuance of possession).	12 years. In the case of an action by the Crown, the period is extended to 30 years.
Action to recover rent	The date on which rent arrears become due.	6 years.
Action to recover: <ul style="list-style-type: none"> (a) proceeds of sale of land or (b) money secured by a mortgage or charge, or (c) the arrears of interest due in respect of any sum of money secured by a mortgage or charge (or payable in respect of the proceeds of sale of land) 	Accrual of cause of action (the date on which the right to receive the money accrued, or the date the interest became due).	(a) 12 years. (b) 12 years. (c) 6 years.
Action for fraudulent breach of trust , to recover trust property or proceeds of trust property from the trustee	N/A	Unlimited.
Action for non-fraudulent breach of trust Action for knowing receipt of trust property or dishonest assistance in breach of trust	Accrual of cause of action.	6 years.
(a) Action claiming personal estate of a deceased person or (b) Action to recover arrears of interest in respect of any legacy or damages in respect of such arrears.	Accrual of cause of action (accrual of right to receive the share in the estate, or date the interest becomes due).	(a) 12 years (b) 6 years (However, no limitation period applies to an action against a trustee in respect of fraud or fraudulent breach of trust).
Action to enforce judgment	The date on which the judgment becomes enforceable.	6 years. (Note that an "action" here means a fresh action upon a judgment and does not

		include enforcement proceedings. No arrears of interest in respect of any judgment debt can be recovered after 6 years from the date on which the interest becomes due. Note that this provision applies to enforcement proceedings as well as fresh actions upon judgments.)
Postponement of limitation period in the case of fraud	Time will start to run when the claimant discovers the fraud, or when he could, with reasonable diligence, have discovered it.	N/A
Extension of limitation period for acknowledgement or part payment	Where the defendant makes some acknowledgement or part payment in respect of the claimant's right of action, the limitation period may be extended.	N/A
Action against a company which goes into liquidation	N/A	Time stops running for limitation purposes. For compulsory liquidation, time stops running on the making of a winding-up order. For voluntary liquidation, time stops running from the passing of a resolution to put the company into liquidation.
Action against a company which goes into administration	N/A	Time does not stop running for limitation purposes.
Action by the Inland Revenue for unpaid tax and action by the taxpayer for relief from or repayment of tax	End of the year of assessment to which the claim relates.	4 years. Applies for income tax and capital gains tax purposes.
Judicial review	The date when the grounds for the application first arose (the date of the judgment, order or conviction, depending on the application.	Promptly and, in any event, within 3 months The court has the discretion to extend this time period.
Arbitration	The Limitation Act applies to arbitral proceedings as it applies to legal proceedings.	The same time limits are applicable as would be if proceedings were commenced in the High Court.
Restitution	There is no statutory limitation period for a common law restitutionary claim in unjust enrichment. However, case law suggests that common law claims in unjust enrichment are generally statute barred after 6 years.	Case law suggests this is 6 years.

Committal	<p>There is no prescribed limitation period for bringing committal proceedings. However, there is Court of Appeal authority indicating that the court may strike out committal proceedings as an abuse of process where there has been significant delay and there is a risk of resultant prejudice to the respondent.</p>	<p>None, but delay may lead to strike out of committal proceedings.</p>
<p>Other actions not governed by the Limitation Act:</p> <p>(a) <u>Merchant Shipping Act 1995.</u></p> <p>(b) <u>Carriage of Goods by Sea Act 1971.</u></p> <p>(c) Action against a public authority by virtue of <u>section 6 of the Human Rights Act 1998.</u></p> <p>(d) <u>Defective Premises Act 1972.</u></p> <p>(e) <u>Carriage of Goods by Road Act 1965.</u></p>	<p>(a) The date when damage or loss was caused, or when loss of life or injury was sustained.</p> <p>(b) The date of delivery of goods, or where the claim is for non-delivery, the date when the goods should have been delivered.</p> <p>(c) The date the offending act took place.</p> <p>(d) Completion of the building.</p> <p>(e) Depends upon the nature of the claim:</p> <ul style="list-style-type: none"> • In a claim for partial loss, damage or delay in delivery: the date of delivery. • In a claim for total loss: the 30th day after the expiry of the agreed time limit. Where there is no agreed time limit: the 60th day from the date on which the goods were taken over by the carrier. • In all other cases: on the expiry of a period of three months after the making of the contract of carriage. 	<p>(a) Two years (<u>section 190, Merchant Shipping Act 1995</u>). There is a discretionary and a mandatory extension of time available (see section 190(5) and (6)).</p> <p>(b) One year (<u>Article III, Hague Rules as amended by the Brussels Protocol 1968</u>, as contained in Schedule 1 of the Carriage of Goods by Sea Act 1971). The parties may agree to extend this time period after the cause of action has arisen.</p> <p>(c) One year (<u>section 7(5), Human Rights Act 1998</u>). This may be extended by the court, if it would be equitable to do so. The time limit is subject to any rule imposing a stricter time limit in relation to the procedure in question.</p> <p>(d) 6 years (<u>section 1, Defective Premises Act 1972.</u>)</p> <p>(e) One year (<u>Article 32, Convention on the Contract for the International Carriage of Goods by Road</u>, as contained in Schedule 1 of the Carriage of Goods by Road Act 1965). This is extended to three years in the case of wilful misconduct, or such default considered as equivalent to wilful misconduct under the domestic law.</p>