

To: All members and other interested parties

Ref: 24/138

Classification: General Updates

Date: 02 April 2024

Subject: **CODE OF CONDUCT FOR ACCESS TO LME PREMISES**

Summary

1. This Notice supersedes Notice 16/120 : R004 and, pursuant to Notice 23/235 and Notice 24/134, contains the revised Code of Conduct of Access to LME Premises which is effective as at the date of this Notice.

James Macdonald
Head of Trading Operations

cc: Board directors
Traded Options Committee
Ring Disciplinary Committee
Ring Dealers Committee



Appendix

Code of Conduct for Access to LME Premises

(the “LME Code of Conduct”)

1. This LME Code of Conduct sets out the terms on which access is granted to the LME’s premises within 10 Finsbury Square, London EC2A 1AJ (“**10FS**”);
 - 1.1. the area within 10FS demised under a registered lease to the LME including any booth offices sublet to Category 1 Members (the “**LME Premises**”); and
 - 1.2. the trading ring and surrounding area and corridors on the Ground Floor of 10FS within the LME Premises (not including any booth offices)(the “**Ring**”).
2. For the purposes of this LME Code of Conduct:
 - 2.1. references to 10FS do not include the LME Premises or the Ring;
 - 2.2. references to the LME Premises do not include other parts of 10 FS and are separate to the Ring; and
 - 2.3. references to the Ring do not include the rest of 10FS or the rest of the LME Premises.
3. Access to all other non-public parts of 10FS is strictly prohibited unless express permission is obtained from a duly authorised LME Employee.
4. Capitalized terms not otherwise defined in the LME Code of Conduct shall have the meaning ascribed to them in the LME Rules and Regulations (the “**Rules**”).
5. Unless the context requires otherwise, words or phrases importing the singular shall include the plural and vice versa.
6. Headings are for convenience only and do not affect the interpretation of this document.

RDMs, Visitors and Journalists

7. Access to the LME Premises and the Ring may be granted to:
 - 7.1. individuals registered as Dealers or Member Representatives by Category 1 Members (“**RDMs**”);
 - 7.2. individuals registered as guests of an RDM (“**Visitors**”);
 - 7.3. individuals registered as guests of LME (“**LME Guests**”); or
 - 7.4. individuals carrying out an activity requiring access to the LME Premises and/or the Ring (including but not limited to accredited members of the media) who have entered into an LME Premises Access Agreement¹ (“**Attendees**”).

¹ For further information on the LME Premises Access Agreement, please email the LME Press Office at LMEpressoffice@lme.com



(each an “**Authorised Person**”)

8. Each Category 1 Member shall register the RDMs who they wish to have access to the LME Premises and the Ring. Such Category 1 Member shall be responsible for all RDMs it has registered, and for ensuring their compliance with the LME Code of Conduct, while on the LME Premises.
9. RDMs shall register with the LME any Visitors they wish to be granted access to the LME Premises no later than 24 hours prior to the arrival of such Visitor at 10FS. Visitors shall not be granted access to the LME Premises unless otherwise accompanied at all times by the RDM that has registered them. Visitors may be refused access to the LME Premises at the sole and absolute discretion of the LME.
10. Any RDM wishing to register groups of more than four (4) Visitors must contact the LME Facilities department in writing or by email facilitieshelpdesk@lme.com) at least 48 hours prior to a proposed visit. Failure to do so may result in such groups being refused entry to the LME Premises.
11. Category 1 Members shall be responsible for any RDMs or Visitors that they register, and for procuring such Visitors compliance with the LME Code of Conduct, while on the LME Premises or in the Ring (where applicable). A Breach of the LME Code of Conduct by a Visitor shall be deemed to be a breach of the Trading Regulations by the relevant Category 1 Member and any such penalties that apply for a breach of the Trading Regulations may be imposed. In addition, any breach of the LME Code of Conduct by an RDM shall be deemed to be a breach of the Trading Regulations by the RDM and any such penalties that apply for a breach of the Trading Regulations may be imposed.
12. Visitors may not be granted access to the Ring unless otherwise authorised by a member of the Ring Disciplinary Committee.
13. Attendees and LME Guests are the responsibility of the LME. Such Attendees and LME Guests may be granted access to all areas deemed appropriate by the Ring Disciplinary Committee.
14. Authorised Persons who breach any provisions of the LME Code of Conduct may be escorted from the LME Premises by the security team at 10FS and may at the absolute discretion of the Ring Disciplinary Committee be refused access in future.
15. The LME reserves the right to withdraw or deny access to the LME Premises or the Ring to any Authorised Person previously authorised to access the LME Premises or Ring at its sole and absolute discretion and without prior notice.
16. During LME Week, access to Visitors will not be granted to the LME Premises or the Ring, except as otherwise determined in the absolute discretion of the Ring Disciplinary Committee and/or any duly authorised employee of the LME.

Access Passes and LME IDs

17. All Authorised Persons granted access to the LME Premises or the Ring will require an access control pass (“**Access Pass**”). An Access Pass will be issued to all RDMs and Attendees on arrival at the ground floor reception at 10FS and may be retained by such RDMs and Attendees for the period agreed by the LME, at the time of their registration.
18. In addition to their Access Pass, all RDMs and Attendees are required to carry an LME identity card (“**LME ID**”) with them at all times while on the LME Premises. LME IDs as described below will be issued to the following individuals on arrival at the ground floor reception at 10FS:



RDM and Attendee Identity Reference	Colour Code
Director of RDM	Blue
Authorised Dealer	Red
Probationary Dealer	Red/White Stripe
Registered Clerk	Green
Ordinary Clerk / Compliance Officer	Purple
Administration Clerk	Purple/White Stripe
Attendees	Yellow

19. LME IDs issued by the LME will display:
- 19.1. The forename and surname of the RDM or Attendee; and
- 19.2. In the case of RDMs, the mnemonic/name of the Category 1 Member with which they are registered.
20. Access Passes will be issued to Visitors and LME Guests wishing to access the LME Premises on arrival at the ground floor reception at 10FS. Access Passes will only be granted to Visitors accompanied by an RDM holding a valid Access Pass and LME ID, which has registered the Visitor. Access Passes will only be granted to LME Guests accompanied by an LME employee.
21. Access Passes and LME IDs (where applicable) should be attached to the lapel or top pocket of jackets or worn on an appropriate lanyard around the neck of Authorised Persons. Lanyards may be supplied by the LME to Authorised Persons on request at the ground Floor reception at 10FS. Access Passes and LME IDs must remain visible at all times whilst on the LME Premises or the Ring.
22. A Temporary Access Pass or LME ID may be issued to an Authorised Person in the event that such Authorised Person has forgotten or temporarily misplaced their Access Pass or LME ID. A Temporary Access Passes and LME ID will only be valid for one business day and must be returned to the ground floor reception before such Authorised Person leaves 10 FS.
23. In the event an Access Pass or LME ID is lost by or stolen from an Authorised Person, the Authorised Person concerned shall promptly notify a member of the Ring Disciplinary Committee. Once reported as lost or stolen, such Access Passes will immediately be disabled by the LME.
24. If the LME is required to issue three temporary Access Passes and/or LME IDs (where applicable) within a four week period to the same Authorised Person, the recipient Authorised Person who requires such Access Pass and/or LME ID may be deemed to have breached the LME Code of Conduct.
25. All Access Passes, including temporary Access Passes are and shall at all times remain the property of 10 Finsbury Square Ltd (the “**LME Landlord**”) and must only be used for the purpose of accessing the LME Premises and/or the Ring.
26. LME IDs including temporary LME IDs are and shall at all times remain the property of the LME and must only be used for the purpose of accessing the LME Premises and/or the Ring.
27. In the event that permission to access the LME Premises is withdrawn by the LME or is no longer required by an Authorised Person, such Authorised Person shall ensure that their Access Pass and LME ID (where applicable) is immediately returned to the ground floor reception at 10FS before leaving 10FS.
28. Authorised Persons shall not attempt to gain access to the LME Premises using anything other than the Access Pass or LME ID that is issued to such Authorised Person. Furthermore, such Authorised



Person will not allow any other individual to use said Authorised Person's Access Pass or LME ID to gain access to the LME Premises or LME Ring.

Conduct while in 10FS

29. Smoking and the use of e-cigarettes are strictly prohibited in all areas of 10 FS at all times. The use of illicit, banned substances or any narcotic is strictly prohibited in all areas of 10 FS at all times.
30. Authorised Persons shall not carry out any illegal activity or activity that may bring the LME or its Members into disrepute, or any activity which may be reasonably anticipated to be, or become, a nuisance, disturbance, material inconvenience, or cause physical damage to any person or their property in any part of 10 FS.
31. Authorised Persons shall promptly comply with all reasonable instructions, without question or dispute issued by LME employees or the LME Landlord while in 10FS.

Conduct while on the LME Premises

32. RDMs shall act in accordance with the Trading Regulations at all times while on the LME Premises.
33. The use of cameras, video and/or audio recording equipment within the LME Premises is strictly prohibited unless authorised in writing by the LME Press Office and/or Ring Disciplinary Committee. For permission to access the LME to report from or use cameras, video and/or audio equipment, please contact LMEpressoffice@lme.com.
34. Unless otherwise authorised by the Ring Disciplinary Committee, the consumption of alcohol on LME Premises is strictly prohibited.
35. Any Authorised Person that is deemed by any member of the Ring Disciplinary Committee:
 - 35.1. to be under the influence of alcohol and/or illegal substances while on the LME Premises; or
 - 35.2. to be behaving or to have behaved in such a manner as to disrupt or potentially disrupt the orderly working of the LME market (or causing disruption or nuisance to any of its Members)may be deemed to be in breach of the LME Code of Conduct at the sole and absolute discretion of the Ring Disciplinary Committee. If the Ring Disciplinary Committee so determines, such Authorised Person will immediately be escorted by the security team at 10FS from the LME Premises and will not be allowed re-entry to the LME Premises for the remainder of the day. The Ring Disciplinary Committee may also impose any fine or penalty it deems appropriate in accordance with the Rules.
36. Mobile telephones and other wireless communication devices may be used for personal calls within the LME Premises, provided that the use of such devices does not interfere with trading activity or become a nuisance, disturbance or material inconvenience to any other Authorised Person. Mobile telephones must be left in silent mode at all times.
37. Food may not be consumed on the LME's Premises except as otherwise authorised by any member of the Ring Disciplinary Committee. The chewing of gum is strictly prohibited on the LME Premises at all times.
38. Beverages may be consumed within the LME Premises; however, cleaning costs for any stains or damage caused by RDMs or Visitors as a result of a spillage of such beverages will be billed to the relevant Category 1 Member.
39. All rubbish must be placed in bins.



Conduct in the Ring

40. The use of mobile telephones and other wireless communication devices is not permitted within the Ring.
41. The consumption of food or beverages is prohibited at all times within the Ring.
42. Authorised Persons attending the Ring must at all times comply with the following dress code (the "Dress Code"). All Authorised Persons must be dressed in an appropriate business attire, which is neat, clean and presentable, does not pose a safety hazard or a distraction to others and which complies with the following.
 - 42.1. Male Authorised Persons shall wear a business suit, shirt (with the top button fastened), collar and tie, and dark shoes (not trainers). Hair must be neat and presentable.
 - 42.2. Female Authorised Persons shall wear business style shirts/blouses, dresses, skirts or full length trousers, and smart, presentable shoes. Jewellery shall be smart presentable and not excessive. Attire shall not expose the body in an inappropriate manner (e.g. bare midriffs, backs or thighs). Hair must be neat and presentable.
 - 42.3. Authorised Persons shall not be granted access to the Ring if they are wearing shorts, t-shirts, camisole tops, casual jumpers and leggings, except as otherwise permitted by a relevant Notice or a member of the Ring Disciplinary Committee.
43. Access to the Ring will only be granted to those Authorised Persons deemed to comply with the Dress Code by the Ring Disciplinary Committee.
44. If Visitors are granted access to the Ring, they must remain at all times within a designated area that does not interfere with trading on the Ring or as directed by the Ring Disciplinary Committee. Visitors may not be allowed to place orders or participate in trading activity at any time whilst visiting the Ring and should not be involved with any activity that interrupts or interferes with trading on the Ring.

Limitation of Liability

45. Save in respect of death or personal injury caused by negligence on the part of the LME:
 - 45.1. Neither the LME, its agents and employees nor the LME Landlord, its agents or employees shall be liable for any loss, theft, damage or injury to an Authorised Person or any property belonging to such Authorised Person while on the LME Premises or the Ring due to any cause whatsoever; and
 - 45.2. the Authorised Person shall be liable for all costs, damage, loss and injury caused directly or indirectly by the Authorised Person or any property belonging to such Authorised Person to the LME Premises or the Ring or to any person on the LME Premises, 10 FS or the Ring; and shall indemnify the LME in respect of such direct or indirect costs, damage, loss or injury.
46. The Authorised Person agrees that no reliance shall be placed on any comment made or information acquired while on the LME Premises or the Ring. Neither the LME, its agents and employees, nor any third party (whether another Authorised Person or any supplier or service provider, whether of data, software, services, information or otherwise) shall be responsible for or makes any representation as to the accuracy of any comments made or information ascertained by the Authorised Person while on the LME Premises or the Ring. Furthermore, neither the LME nor such third party accepts any liability for any loss suffered by the Authorised Person, its employees or agents as a result of its reliance on such comment or information.



47. The LME accepts no responsibility for incidental costs associated with visits to the LME Premises or the Ring, which may include but are not limited to, travel expenses, parking, or accommodation costs, even if entry to the LME Premises or the Ring is refused or withdrawn.
48. All Authorised Persons acknowledge and agree that:
 - 48.1. no intellectual property rights in any information or data displayed or published within the LME Premises are transferred to any Authorised Persons; and
 - 48.2. they shall not communicate or disseminate any part of any data or information whether displayed, published, communicated or overheard or any data or information derived from such data or information displayed or published therefrom to any third party.

Confidential Information

49. If any information concerning the business, affairs, customers, clients or suppliers of the LME or of any member of the group of companies to which the LME belongs which is not already in the public domain comes into the possession of an Authorised Person, such Authorised Person undertakes that it shall not at any time, disclose to any person such confidential information, except as otherwise authorised by the LME or as may be required by law, court order or any governmental or regulatory authority.