

# The UK Money Markets Code - June 2024

The UK Money Markets Code is a voluntary code written by market participants and endorsed by the Money Markets Committee. The code sets out such standards and the best practice expected from Market Participants in the deposit, repo and securities lending markets in the UK.

Published on 07 June 2024

## Content

### Foreword

Statement of the Co-Chairs of the UK Money Markets Code Sub-Committee

---

### Preamble

Principles, proportionality and diversity

---

### Chapter 1: Background

- 1: What is the UK Money Markets Code?
  - 2: Who does the Code apply to?
  - 3: How does the Code apply?
  - 4: Ethics
  - 5: Governance and risk management
  - 6: Information sharing and confidentiality
  - 7: Communications
  - 8: Execution, surveillance, confirmations and settlement
  - 9: Unexpected market closure
- 

### Chapter 2: Unsecured money markets

- 1: Introduction
  - 2: Principals
  - 3: Brokers
  - 4: Role of matched principals
  - 5: Standards
  - 6: Terms and documentation, including brokers' terms and conditions
  - 7: Commission/brokerage
  - 8: Market conventions
  - 9: Electronic trading
  - 10: Settlement of differences
-

### **Chapter 3: Repo**

- 1: Introduction
  - 2: Coverage of the Code
  - 3: Standards
  - 4: Central clearing counterparties
  - 5: Authority and capacity
  - 6: Agents
  - 7: Intermediaries
  - 8: Legal agreement
  - 9: Margin
  - 10: Custody
  - 11: Default and close-out
  - 12: Affirmation, confirmation, settlement and other issues
- 

### **Chapter 4: Securities lending**

- 1: Coverage of the Code
  - 2: Standards
  - 3: Authority and capacity
  - 4: Legal agreement
  - 5: Tax
  - 6: Governance
  - 7: Settlement, systems and controls for securities lending
  - 8: Settlement discipline
  - 9: Agents
  - 10: Brokers
  - 11: Custody
  - 12: Collateral/margin
  - 13: Default and close-out
  - 14: Central clearing counterparties
  - 15: Digital assets
- 

### **Annexes**

## Foreword

---

The UK Money Market Code (the Code) was first published by the Bank of England in 2017 and sets out the standards and best practice expected from a diverse set of UK Market Participants in the deposit, repo, and securities lending markets.

Over 230 UK Market Participants have signed the **Statement of Commitment to the Principles**, and another 11 organisations have published statements of broad marketwide support. The Code continues to be a valuable tool in helping UK Market Participants navigate the challenges and opportunities of trading in the UK Money Markets.

Acknowledging financial markets are ever evolving, we have committed to review the contents of the Code every three years, to ensure it remains fit for purpose and up to date with market practices and structures.

The Code was first updated in April 2021 to reflect new remote working practices, the benefits of diverse and inclusive money markets teams, the ongoing development of environmental, social and governance criteria, and the increasing electronification and use of platforms in money markets. This updated Code further underscores the importance of each of these areas in shaping financial market activity in the future.

Recent developments in UK Money Markets have also been addressed in the Code. For example, the process for UK Market Participants in the event of unplanned bank holidays are introduced via a new section in the 'Background' chapter on unexpected market closures. The Code also reminds UK Market Participants of the importance of making every reasonable effort to settle transactions conducted in UK Money Markets. The language in the Code has been strengthened to reflect this and a new section on settlement discipline has been added to the 'Securities lending' chapter. Lastly, the Code highlights the emergence of digital assets in the securities lending market.

The fundamental purpose of the Code, however, remains unchanged: to ensure trust exists in the UK Money Markets. The core principles of the Code to which participants have committed are unchanged, which should make continued commitment to them straightforward for signatories.

With these updates, the Money Markets Committee – which I chair – has reconfirmed its endorsement of the Code. And, as subscription to the Code remains voluntary, I call on all involved in these markets, whether financial intermediaries, investors, or nonfinancial organisations, to adopt the refreshed Code in due course and to build its provisions into their businesses.

The Bank of England is pleased to provide its support to, and appreciation of, the work of those that have drafted the update to the Code. Its adoption continues to ensure best practice is seen across the market.

**Andrea Rosen**

Head of Sterling Markets  
Bank of England

**Statement of the Co-Chairs of the UK Money Markets Code Sub-Committee**

We would like to thank all our colleagues from across the market, who have contributed to this update, along with the Bank of England, for their support. The aim of this update is to ensure the Code continues to be relevant today and that the unsecured, repo and securities lending markets continue to benefit from clear principles and acknowledged best practice, underpinning safe and efficient market function.

**Ina Budh-Raja (BNY Mellon) and Nic Erevik (Newcastle Building Society)**

Co-Chairs of the UK Money Markets Code Sub-Committee

For any queries regarding the UK Money Markets Code, please contact [✉ UKMoney.Markets Code@bankofengland.co.uk](mailto:UKMoney.Markets.Code@bankofengland.co.uk).

# Preamble

---

## Principles, proportionality and diversity

### 1: The principles

The Code establishes high-level principles of appropriate standards in UK Markets. These principles are fundamental and central to all aspects of behaviour. The Principles of the Code, as they appear throughout the text, are collated here for ease of reference. They are unchanged from the original Code and existing signed Statements of Commitment can continue to apply.

### Overriding principle

1 Above all the Code's underpinning principles, there should be a commitment by all UK Market Participants that adherence to the Code primarily includes an undertaking to abide by the Code's overriding principle. That principle is always to act in a manner to promote the integrity and effective functioning of the markets. The Code is intended to promote an open, fair, effective and transparent market.

### Underpinning principles

2 **Ethics:** UK Market Participants are expected to behave in an ethical and professional manner to promote the fairness and integrity of the UK Markets (Chapter 1, Section 4).

3 **Governance:** Market Participants should have an applicable governance framework that facilitates responsible participation in the UK Markets and provides for comprehensive oversight of such activity at an appropriately senior level of management (Chapter 1, Section 5).

4 **Risk management:** Market Participants are expected to maintain a vigorous control environment to effectively identify, measure, monitor, manage, and report on the risks associated with their engagement in the UK Market (Chapter 1, Section 5).

5 **Information sharing, communications and confidentiality:** UK Market Participants are expected to be clear and accurate in their communications and to protect relevant information to support effective communication and promote an open, fair, and transparent market (Chapter 1, Sections 6 and 7).

6 **Execution:** UK Market Participants are expected to exercise appropriate care when negotiating and executing transactions (Chapter 1, Section 8).

7 **Confirmations and settlement:** UK Market Participants are expected to put in place effective and efficient processes to promote the secure, smooth, and timely settlement of transactions

(Chapter 1, Section 8).

## **2: Proportionality**

Proportionality is fundamental to the Code. However, this is not intended to lower the bar for market standards and best practice. The Code recognises the variety of business models amongst those active within the UK Market; certain aspects of the Code will not be relevant to all participants but there is an undoubted benefit to all in aspiring to adopt the best practices where relevant.

It is in particular recognised that less complex and generally smaller UK Market Participants may need to exercise judgement in assessing whether it is appropriate and practical for them to adopt all the specific practices set out here in order to comply with the principles of the Code. The Code should be read in that context and wherever best practice is described, it is understood that the smaller, less complex UK Market Participants may have sound, practical reasons for a different approach. It is expected that applying such proportionality will enable all UK Market Participants across all sectors of the market to commit to supporting these principles.

The 'explanatory note' accompanying the Code provides an indication of the key sections that are most relevant and applicable for this type of UK Market Participant.

## **3: Diversity and inclusion**

The promotion of diversity and inclusion is now a commonly recognised best practice within the UK Money Markets. The benefits of a diverse and inclusive workforce are widely acknowledged, and Market Participants are expected to promote the development of such a workforce within their firms and through their market activities, in order to access a wider range of skills and diversity of thought.

# Chapter 1: Background

## 1: What is the UK Money Markets Code?

1.1 The UK Money Markets Code (the Code) provides a common set of principles in order to promote the integrity and effective functioning of the UK money markets.

It is intended to promote a fair, effective and transparent market in which a diverse set of UK Market Participants, supported by resilient infrastructure, are able to confidently and effectively transact in a manner that is consistent with the highest standards of behaviour.

1.2 The Code does not impose legal obligations on UK Market Participants, nor is it a substitute for regulation. It is a voluntary code setting out the expectations of all who participate in the UK Markets. The Code, however, is not intended to be a comprehensive guide to doing business.

**It applies to:**

**(a) the execution of transactions in the deposit markets, specifically in the sterling and foreign currency wholesale unsecured deposit market (including certificates of deposits and commercial paper<sup>[1]</sup> but not general transactional banking activity in, for example, call or evergreen bank accounts);**

**(b) the repo market; and**

**(c) securities lending transactions, as transacted in the UK, which together constitute, for the purposes of this Code, the UK Market.**

1.3 Global foreign exchange transactions are covered, where applicable, by the FX Global Code<sup>[2]</sup> and activities in the London Bullion market are covered by the Precious Metals Code, published by the London Bullion Market Association. It is the intention, as far as is appropriate, for this Code to be aligned in principle with the Global FX Code and the Precious Metals Code. The Code is also aligned, as far as is appropriate, in principle with other relevant codes, and it should be read in conjunction with the statements of best practice and market guidance given in such codes. Financial market associations and trade bodies<sup>[3]</sup> may also wish to align their own codes with this Code.

1.4 The Code is written and maintained by UK Market Participants on the UK Money Markets

Code Sub Committee of the Bank of England's Money Market Committee (MMC). It reflects what the participants believe to be best practice in the markets that it covers, and the standards they are expected to achieve. Technical advice, support and secretariat facilities are provided by the Bank of England.[4]

1.5 The Code will continue to evolve, as required, as the UK Markets evolve, to ensure it remains up to date and relevant. In particular, there will be a full review of the Code every three years.

1.6 UK Market Participants must be aware of, and comply with, the laws and regulations applicable to the UK Markets (Applicable Law). UK Market Participants remain responsible for having internal policies and procedures designed to comply with the laws and regulations applicable to them and to the markets in which they conduct their business.

The content of this Code in no way supplants or modifies Applicable Law. Similarly, this Code does not represent the judgement, nor is it intended to bind the discretion of any regulator, supervisor or other official sector entities with responsibility over the relevant markets or UK Market Participants, and it does not provide a defence to a violation of Applicable Law.

This Code should serve as a useful reference for UK Market Participants when conducting business in the UK Markets and when developing and reviewing internal procedures.

Certain terms used in this Code may have specific existing definitions or meanings under the Applicable Law, which may imply certain duties or obligations. For the avoidance of doubt, terms used in this Code should be read according to their commonly accepted meaning as terms of market practice in the UK Markets, and no specific legal or regulatory meaning should be imputed or ascribed to them.

A reference to an enactment or statutory provision or a Council Directive or Regulation or international convention or any other legislative provision is a reference to it as it may have been, or may from time to time be, amended, modified, replaced, extended, consolidated or re-enacted. For the avoidance of doubt, a reference to EU legislation is a reference to legislation as in force in the United Kingdom.

It is the responsibility of UK Market Participants to be aware of their responsibilities under all applicable competition laws.

## **2: Who does the Code apply to?**

2.1 The UK Markets feature a broad range of participants who engage both directly and indirectly

in the market in different ways and across various products. The Code, as applied proportionately, applies to all UK Markets Participants including, but not limited to, entities that are commonly described as, or are involved in:

- (a) sell-side eg banks and large building societies;
- (b) buy-side eg asset managers, smaller building societies, insurance companies, pension funds, corporates, local authorities, educational establishments;
- (c) trading houses eg market makers, matched principal traders, hedge funds, high-frequency and proprietary traders;
- (d) agents eg banks who act under a legal agreement for one party to a transaction;
- (e) brokers;
- (f) clearing intermediaries eg central counterparties; and
- (g) custodians eg financial institutions that hold customers' securities for safekeeping and which provide management services.

The Code is intended to establish a common set of good practices for responsible participation in these UK Markets as defined in Section 1.2 above.

For the purposes of this Code, a 'UK Market Participant' is a professional person or organisation (regardless of legal form) that is active from time to time in the wholesale financial markets and in one or more of the following:

- (a) the placing or receiving of unsecured money market deposits in the UK Markets (or in buying, selling or issuing equivalent unsecured certificates of deposit or commercial paper);
- (b) purchasing and selling securities under repurchase agreements; or
- (c) borrowing and lending securities; and is either a professional client or eligible counterparty in accordance with the definition of such in both the Prudential Regulation Authority (PRA) and Financial Conduct Authority (FCA) Handbooks.

2.2 The Code also applies to the Bank of England and HM Treasury or any agents as a UK Market Participant. However, in certain circumstances including, but not limited to, policy setting and implementation, market intelligence gathering, and liquidity insurance, the Bank or HM

Treasury and any agents thereof, may need to operate outside of the full expectations of the Code in order to undertake its responsibilities and activities appropriately. The use of non-standard legal documentation may also be necessary for the Bank or HM Treasury or any agent thereof.

### 3: How does the Code apply?

#### 3.1: Adherence

Adherence to the Code should be: comprehensive, proportionate and transparent.

(a) Comprehensive – This Code of best practice and market standards applies to all UK Market Participants, including those that are not financially regulated such as, but not limited to, corporates, local authorities, charities, educational establishments, and non-government organisations. Applicability should be based according to the type and scale of the activities that each UK Market Participant undertakes within the wholesale financial markets.

(b) Proportionate – UK Market Participants are expected to demonstrate their adherence, or their intention to adhere to the Code, in a proportionate and appropriate way according to the type of participant, the type and the scale of transactions they undertake within UK Markets, and the specific market in which they participate. The form of that demonstration is likely to be different and more extensive for a major international bank compared to a smaller corporate that participates in one part of the market infrequently.

(c) Transparent – Adherence, or the intention to achieve adherence as soon as practical, should be transparent to ensure that market discipline is both visible and sustainable. Such transparency is beneficial to all participants in the market; it can be achieved in a way most appropriate to the UK Market Participant itself according to the type and scale of their market activities.

Transparency can take a variety of forms including, by way of example, but not limited to, statements within internal policies, statements on websites, or the standard Statement of Commitment<sup>[5]</sup> provided as and when requested. But in all cases it should be simple and unequivocal.

#### 3.2: Application

3.2.1 Adherence itself, taking into account proportionality, as explained in Section 2, principles, proportionality and diversity, may be seen as a process through which UK Market Participants:

(a) Implement the necessary and appropriate policies, procedures and systems to ensure that the technical aspects of the Code, and the underpinning principles, are reflected in the relevant business practices and integrated into their internal systems and controls where appropriate (**Embedding**).

(i) It is expected that UK Market Participants update, and keep updated, all relevant internal policies and procedures to incorporate and highlight applicable aspects of the Code, where such

policies and procedures exist. If they do not exist consideration might be given to their introduction as best practice.

(ii) The policies should be supplemented by specific education and training, on an ongoing basis, to ensure both new and existing employees fully understand the Code and its implications. This will help the Code to become continuously embedded within the UK Market Participant.

(iii) It is envisaged that relevant employees acting in UK Markets should familiarise themselves with the standards set out in the Code prior to transacting in the market.

(b) Establish proper processes to measure and verify adherence with regular review of how the underlying principles are embedded (**Monitoring**).

(i) Relevant senior management should know whether and how the Code is being adhered to within their organisation. It is best practice therefore that, where relevant and appropriate, either compliance departments or internal audit functions regularly review whether the activities in relation to the UK Market are within the guidelines set out in the Code.

(c) Confirm commitment to abide by, and intent to adhere to, the Code on an ongoing basis (**Demonstrating**).

(i) Support for the Code and its application is expected to be visibly demonstrated by submitting such a **Statement of Commitment to the UK Money Markets Code for publication on the public register which is hosted on behalf of the Money Markets Committee on the Bank of England's website.**

(ii) Such a statement should be in the standard format set out in the Annex 1 (Statement of Commitment to the UK Money Markets Code). A market participant should also be able to explain its approach to adherence in its internal policies. UK Market Participants are encouraged to join the Register and should use the Register to determine if their counterparties are conducting their treasury activity in accordance with the Code.

(iii) Confirmation of adherence might be requested by persons transacting with the participant, for example other UK Market Participants, professional bodies and trade associations, or the Bank of England.

### **3.3: The Senior Managers and Certification Regime<sup>[6]</sup> <sup>[7]</sup>**

The Senior Managers and Certification Regime (the 'Regime') is of direct relevance to financially regulated firms to whom it applies when considering this Code. The Regime is aimed at ensuring a culture of accountability at all levels in financially regulated firms through a clear identification and allocation of responsibilities to relevant senior individuals. As a matter of best practice, relevant firms are expected to apply the Regime to the Code as it would other rules and

requirements. The Regime may also be useful for all other UK Market Participants as an outline of how senior management, where relevant and applicable, might engage with the Code.

## 4: Ethics

UK Market Participants are expected to behave in an ethical and professional manner to promote the fairness and integrity of UK Markets.

### 4.1: UK Market Participants are expected to strive for the highest ethical standards

4.1.1 The ethical and professional behaviour of UK Market Participants underpins the fairness and integrity of the market. It is not possible for a set of principles on ethics to cover questions of behaviour exhaustively. Applying sound judgement is fundamental to acting ethically and professionally, and both firms and individuals acting as UK Market Participants are expected to be guided by the high-level principles below, both when applying the specific guidance in the Code and at all times when participating in UK Markets.

4.1.2 UK Market Participants are expected to:

- act honestly in dealings with other UK Market Participants;
- act in a consistent and appropriately transparent manner when dealing with other UK Market Participants; and
- act with integrity by not participating in, and if encountered, challenging, and escalating questionable practices and behaviours.

4.1.3 Maintaining high standards of behaviour is the responsibility of:

(a) firms, who should promote ethical values and behaviour within the firm, support efforts to promote high ethical standards in the UK Market, and encourage involvement by personnel in such efforts;

(b) senior and front line management, who should be proactive in embedding and supporting the practice of ethical values within the firm's culture and be prepared to give appropriate advice to personnel; and

(c) individuals, dealing in UK Markets should expect to be held accountable for their behaviour. Individuals should escalate and/or report issues of concern to relevant parties internally or externally to an appropriate body.

## **4.2: UK Market Participants are expected to operate to the highest professional standards of business conduct in UK Markets**

4.2.1 High standards of conduct are assured by, but not limited to:

- (a) having sufficient knowledge of, and complying with, Applicable Law;
- (b) having sufficient relevant experience, technical knowledge, and training;
- (c) acting with competence and skill; and
- (d) applying professional judgement in following the firm's guidelines and operating procedures including, but not limited to, methods of execution, record keeping, and ethical behaviour.

## **4.3: UK Market Participants are expected to identify and address conflicts of interest**

4.3.1 UK Market Participants are expected to have internal policies and controls in place to identify and manage actual and potential conflicts of interest in relation to their participation in UK Markets. It is expected that these policies will highlight and mitigate such conflicts and, thereby, effectively manage them so as to promote fair treatment of other UK Market Participants.

4.3.2 Personnel are expected to be aware of the potential for conflicts of interest to arise and comply with their firm's policies in these areas.

## **5: Governance and risk management**

Market Participants are expected to have an applicable governance framework that facilitates responsible participation in UK Markets and provides for comprehensive oversight of such activity at an appropriately senior level of management. There should be clear and defined escalation routes.

### **Governance and culture framework**

5.1 Senior management is ultimately responsible for establishing, embedding and monitoring the effectiveness of an appropriate, and where applicable, local, governance framework for participation in UK Markets.

5.2 Consideration of Environmental, Social and Governance (ESG) criteria in relation to financial markets activity is of increasing importance to stakeholders. Where UK Market Participants choose to establish ESG policies, it may be helpful to consider basing any policy in line with existing ESG frameworks.

5.3 The senior management of a UK Market Participant are expected to embed and demonstrate a strong culture of ethical conduct and standards within the firm.

5.4 The body that has overall responsibility for a UK Market Participant is expected to enable appropriate local management, if different, to devote sufficient time and attention to provide for:

- effective management,
- appropriate skills and experience,
- independent challenge,
- a framework for accountability and reporting in its UK Market activities.

5.5 Primary responsibility rests with senior management in setting this ‘tone from the top’ as a strong and sustained priority. A UK Market Participant’s business or, as appropriate, treasury model is expected to positively promote good conduct to support market integrity and the business or treasury strategy should not conflict with this aim. In practice, senior management should apply standards so that:

- (i) the embedding of best practice, values, conduct and behaviours receives regular and appropriate review and oversight;
- (ii) there is sufficient challenge posed to the appropriate senior management team on market best practice, values and behaviours; and
- (iii) they are highly visible in demonstrating and championing the positive benefits of embedding the desired practices, values and behaviours.

### **Accountability and responsibility framework**

5.6 Market Participants are expected to establish a framework that clearly allocates accountability, responsibility and duties with regard to their activities in UK Markets.

5.7 All employees participating in such activities are expected to adhere to best practice.

5.8 Senior management are expected to take primary responsibility for defining whether or not behaviour is in line with best practice as set out in this Code, and in line with the firm’s own internal policies.

- (i) Senior management are responsible for eliminating instances of poor practice which are not in keeping with the overriding principle of this Code.
- (ii) For relevant regulated financial firms, the Senior Managers and Certification Regime (as outlined in Section 3.3) establishes the expected level of accountability and responsibility in embedding such appropriate culture and standards. It also forms a useful reference and standard

for all other firms.

(iii) UK Market Participants are expected to allocate to an appropriate function (most usually the Compliance and/or Risk Function) clear responsibility for checking and challenging the effectiveness of the framework, and for subsequent monitoring.

(iv) Senior management are expected to enable, if appropriate, the internal audit function to examine adherence standards, to have operational independence from the business line in this regard, and to be well-resourced and skilled and for this purpose.

## **Best practice and ethical standards framework**

5.9 Senior Management are expected to mandate employees to specific activities in UK Markets who have sufficient skills, competence and expertise for their duties.

5.10 As guidance, factors that may be considered in assessing whether employees are suitable for the assigned work duties are, but not necessarily limited to:

- (i) knowledge of relevant products, markets, applicable law and regulatory requirements;
- (ii) practical experience;
- (iii) professional qualifications; and
- (iv) knowledge and understanding of appropriate and applicable elements of this Code.

5.11 UK Market Participants are expected to provide access to continuing appropriate training for their employees engaging in UK Markets, such that they remain competent to perform their roles.

5.12 UK Market Participants are expected to regularly reinforce such employees and senior managements awareness of ethical standards and conduct matters.

5.13 UK Market participants are expected to provide regular effective communications to relevant employees on such standards, together with periodic dissemination of both this Code and other internal and external codes of best practice.

5.14 Remuneration systems and promotion arrangements for employees engaging in UK Markets should support the standards of market practices and behaviours set out in this Code. Such arrangements should not incentivise inappropriate or poor market practices or behaviours.

## **Know your counterparty and dealing relationships**

5.15 All participants in the UK Market are expected to 'know their counterparty'. It is necessary for the participants' own risk control and the need to meet their legal obligations (eg on money

laundering) that detailed counterparty checks are undertaken before dealing in UK Markets.

5.16 Careful assessment is expected to be undertaken of the information available to UK Market Participants upon which they will base their judgement as to whether or not to open/extend a dealing relationship with a particular counterparty.

5.17 Before agreeing to establish a dealing relationship in any of the products covered by this Code, UK Market Participants are expected to be aware of any credit and reputational risks that might arise as a result. In order to minimise the risks, UK Market Participants are expected to have in place a clearly articulated approval process for their employees to follow before dealing with counterparties for the first time. This process should apply both when granting an initial dealing line for a product, and subsequently if changing or extending it to other UK Market products.

5.18 Once a customer dealing relationship has been established in one or more product(s), it is strongly recommended that it is reviewed periodically by management of both parties.

5.19 Dealing mandates can help to clarify the nature of the counterparty relationship. A mandate might, for example, clarify whether the relationship is between an agent, broker or principal, and can set out the confirmation and the Standard Settlement Instructions (SSIs). Such mandates, if they exist as described, should always be negotiated and explicitly agreed between the parties concerned.

5.20 Notwithstanding the above, a dealing mandate does not lessen the responsibility of UK Market Participants for the actions of their own employees; it is the responsibility of a UK Market Participant to ensure that any of its employees who commits it to a deal has the necessary authority to do so. Nor should a dealing mandate attempt to transfer or outsource such responsibilities to a counterparty. Any failure on the part of a counterparty or their representative to adhere to their own internal guidelines should have no bearing on the binding nature of any transaction entered into by the two parties.

### **Framework for handling alleged misconduct or unethical practices**

5.21 UK Market Participants are expected to make available channels for their employees to internally escalate concerns about misconduct or unethical practices without fear of reprisal.

(i) UK Market Participants are expected to empower their employees engaged in activities in UK Markets to report concerns about misconduct, suspicious transactions or bad and unethical practices; it is the individual's responsibility to make such reports.

(ii) UK Market Participants are expected to clearly inform their relevant employees about where and how they could escalate concerns about misconduct or unethical practices in such a way that escalation will protect their identity and not be to their detriment.

(iii) Serious issues that are escalated are expected to be appropriately investigated, within a reasonable period of time, by independent employees who have sufficient skills, experience, and resources. Where appropriate, senior management should be informed of the escalation.

(iv) The results of any investigation are expected to be brought to the attention of senior management and if appropriate the relevant regulatory or legal authorities.

## Risk management

Market Participants are expected to maintain a robust control environment to effectively identify, measure, monitor, manage and report on the risks associated with their engagement in the UK Market.

5.22 Market Participants are expected to have in place policies to manage risk associated with their activities in the UK market.

5.23 The mitigation and control of risk is an important constituent in ensuring that markets function in a fair and effective way.

5.24 Sound risk management is therefore a fundamental pre-requisite to participation in UK Markets. The risks involved in transacting in UK Markets should be fully understood. UK Market Participants are expected to mitigate the risks to the effective functioning of the wider market.

5.25 An appropriate risk management framework might include, but is not limited to, mitigation of some or all of the following risks:

(a) Credit

(b) Market

(c) Funding and liquidity

(d) Operational

(e) Conduct

5.26 Appropriate reporting procedures should be established to identify and highlight such risks.

5.27 The extent of the exposure to a particular risk should be visible and identifiable to facilitate an appropriate understanding of the risk position by senior management.

5.28 The level of risk is expected to be monitored and appropriate reporting arrangements

should be in place to provide visibility to senior management, who have a responsibility to control market risk within agreed limits.

5.29 UK Market Participants are expected to, where appropriate, establish an effective risk management model.

### **Business continuity**

5.30 UK Market Participants are expected to have in place effective plans to deal with any risk of interruption to business continuity to ensure that, in the event of an operational incident, they are able to:

- (a) continue to undertake market transactions; and
- (b) continue to fulfil confirmation and settlement processes.

5.31 In the event of a change to market functioning, UK Market Participants are expected to have in place effective plans to operate effectively, and in a manner consistent with the Code.

5.32 All such plans should include assessment of the ability of employees to work from home as set out in Section 8.3.

## **6: Information sharing and confidentiality**

UK Market Participants are expected to be clear and accurate in their communications and to protect relevant information to support effective communication and promote an open, fair, and transparent market.

6.1 UK Market participants are expected to be clear on how they handle trading, proprietary and confidential information.

6.1.1 **Trading Information** (which is likely also to be Confidential Information). Information relating to the past, present, and future trading activity or to positions of the UK Market Participant itself or of its clients, including related information that is sensitive and is received or produced in the course of such activity, should be handled appropriately and subject to suitable access controls.

6.1.2 **Proprietary Information**. UK Market Participants are expected to agree to a higher standard of non-disclosure with respect to confidential, proprietary, and other information, which may be formalised in a written non-disclosure or a similar confidentiality agreement.

6.1.3 **Confidential Information** (which may include Trading Information). UK Market Participants are expected to appropriately manage access to and protect Confidential Information.

(i) Personnel should not disclose Confidential Information except to those individuals who have a valid reason for receiving such information, such as to meet internal risk management, legal, and compliance needs.

(ii) Confidential Information obtained from a Client, prospective Client, or other third-party is to be used only for the specific purpose for which it was given.

(iii) Confidential Information must not be misused by personnel for their own purposes.

6.2 Market Participants should disclose Confidential Information only under certain circumstances.

6.2.1 These may include but are not limited to disclosure:

(a) to agents, brokers, electronic trading venues or other UK Market Participants to the extent necessary for executing, processing, clearing, novating, or settling a transaction;

(b) with the consent, or at the request, of the counterparty.

(c) required to be publicly disclosed under Applicable Law, or as otherwise requested by a relevant regulatory, tax or public authority;

(d) as requested by a central bank acting for policy purposes; and

(e) to advisors or consultants on the basis that the recipient protects the Confidential Information in the same manner as the UK Market Participant that is disclosing the Confidential Information to them.

6.3 When determining whether to release Confidential Information, UK Market Participants are expected to take into account Applicable Law, as well as any agreed to restrictions, for example a confidentiality agreement, or non-disclosure agreement that may limit the release. This is also applicable to information gathered by electronic trading venues; the use of such information externally should be governed by the contractual agreement governing the relationship between the parties.

6.4 While principals and brokers share equal responsibility for maintaining confidentiality, brokers must exercise particular care. They should ensure that the identities of parties to a transaction are disclosed only after execution, which may be on a conditional basis (subject to the prospective counterparty being one with whom the participant can deal), and then only to the parties involved.

6.5 Principals or brokers should not, without explicit permission, disclose or discuss, or apply pressure on others to disclose or discuss, any information relating to transactions, except

disclosure to, or discussions with, the parties directly involved (and, if necessary, their advisers) or where disclosure is required by law or to comply with the requirements of a supervisory body.

6.6 Where confidential or market sensitive information is routinely shared by a UK-based firm with other branches/subsidiaries within its group, it should be shared in accordance with established procedures. UK management should be responsible for how such information is subsequently controlled.

6.7 A principal should not place an order with a broker with the intention of ascertaining the name of counterparty in order to make direct contact to conclude the deal; neither should direct contact be made to increase the amount of a completed trade arranged through a broker.

## 7: Communications

7.1 Employees of UK Market Participants are expected to use terminology and language that is appropriate for the audience and should avoid using ambiguous terms. To support the accuracy and integrity of information, such employees should consider:

- (a) attributing information derived from a third-party to that third-party (eg a news service);
- (b) identifying opinions clearly as opinions; and
- (c) exercising judgement when discussing rumours that may be driving price movements.

Employees should be required where obliged by applicable law and regulation to:

- (d) not provide misleading information;
- (e) not communicate false information;
- (f) not start rumours with the intention of moving markets or deceiving other UK Market Participants.

The application of such best practice and required standards in relation to communications applies to all UK Market Participants.

7.2 UK Market Participants are expected to be mindful that their communications reflect on the UK Market Participant they represent, as well as on the UK Money Markets more broadly.

7.3 UK Market Participants are expected to not solicit Confidential Information.

7.4 The communication of information between UK Market Participants relating to specific transactions can be misinterpreted, misleading, unclear, and against the principles for handling Confidential Information. Therefore, market colour in relation to specific transactions should not be shared and should not be used to solicit business.

7.5 Any communication given on general market background should be restricted to information that is effectively aggregated, anonymised, and in such a manner that protects Confidential Information.

7.6 UK Market Participants are expected to communicate with other UK Market Participants via approved methods of communication which allow for traceability, auditing, record keeping and access control.

7.7 Standards of information security should apply regardless of the specific mode of communication in use.

7.8 Where possible, UK Market Participants are expected to maintain a list of approved modes of communication, and it is recommended that communication channels be recorded.

7.9 UK Market Participants are expected to give consideration, in their policies and procedures, as to whether they would allow, under certain rare and exceptional circumstances (for example in an emergency and business continuity purposes), the use of other communication channels including unrecorded lines and provide guidance to personnel regarding the use of such unrecorded lines or devices.

## **8: Execution, surveillance, confirmations and settlement**

UK Market Participants are expected to exercise appropriate care when negotiating, executing and settling transactions in order to promote an open fair, effective and transparent UK Market.

### **8.1: Execution**

8.1.1 All UK Market Participants, regardless of their role in the execution of transactions, are expected to behave with integrity to support the effective functioning of UK Markets.

8.1.2 There should be clarity about the roles and relationships and duties of principals, brokers and agents in all transactions.

8.1.3 In negotiating such transactions, participants should be clear as to whether prices are firm or indicative, and should have provided all relevant disclosures and information, including if necessary, the time frame within which the transaction should be completed.

### **8.2: Recording and surveillance**

8.2.1 The use of recorded communication lines in the offices of principals, agents and brokers to

record conversations by UK Market Participants is regarded as best practice. Such recording of lines of communication between settlement employees may also be useful where practical and applicable. The term 'recorded' covers both the recording of voice based execution and settlement, and the retention of electronic communications most usually but not exclusively initiated through e-mail and messaging services.

8.2.2 Recording can assist in the:

- (a) speedy and effective resolution of differences and disputes; and
- (b) identification through surveillance of instances of inappropriate behaviour, either on the part of its employees or those of its counterparties.

8.2.3 Recording can be relied on by both parties, even if only one party has recorded the relevant communication, subject to the requirements of any relevant provisions of any privacy legislation in force.

8.2.4 UK Market Participants who have installed or plan to install recording equipment, should take steps to inform their customers that communication channels and transactions will be recorded, and to comply with the requirements of any relevant provisions of any privacy legislation in force.

8.2.5 UK Market Participants must take account of regulatory conduct requirements in the formation and implementation of their internal policies with regard to such recording.

8.2.6 UK Market Participants are expected to implement a policy regarding the retention time of recordings. The longer recordings are retained the greater the chances are that any subsequent disputes over transactions can be resolved satisfactorily. Recordings that cover any relevant aspects of a transaction about which there is a dispute should be retained until the problem has been resolved.

8.2.7 Management should ensure that it has the ability to access all recordings promptly and that access to recording equipment is strictly controlled so that such recordings cannot be tampered with.

8.2.8 Such policies in relation to recording and surveillance should also apply when employees are working from home or away from the main office location.

### **8.3: Working from home or away from the main office location**

8.3.1 The Code applies to all UK Market Participants, wherever they are located.

8.3.2 Transacting may occur from a place other than the main office location of the UK Market Participant. Subject to ensuring that appropriate and robust systems and controls are in place

that satisfy regulatory requirements and are as effective as such systems and controls that would be applied to the main office location, transacting from such locations is recognised as an acceptable practice. Among other benefits, this can enable participation in financial market activities by a more diverse work force. UK Market Participants are expected to apply similar standards of diversity and inclusion wherever employees are located.

8.3.3 UK Market Participants are expected to have in place policies regarding transacting when away from the main office location and covering use of mobile technology.

8.3.4 Business continuity arrangements should encompass options and policies in relation to working away from the main office location.

## **8.4: Confirmations**

8.4.1 UK Market Participants are expected to put in place efficient confirmation processes to promote the secure, smooth, and timely settlement of transactions. All trades should be confirmed without undue delay. The form of communication may include the agreed use of automated systems that produce the equivalent of a confirmation.

8.4.2 Counterparties should ensure that they have appropriate procedures in place to permit the prompt exchange and processing of confirmations where appropriate as soon as possible after a transaction is executed. It is best practice for at least one party to a transaction to send a confirmation or use electronic matching systems.

8.4.3 The issue and checking of confirmations is an operations responsibility which should be carried out independently from the front office. There should be appropriate segregation between the front office and those involved in the confirmation and settlement of transactions. This is particularly important in the money markets where settlements involve cash payments directly to counterparties rather than through custodians.

8.4.4 An effective and independent confirmations process can identify errors at an early stage of the trade cycle and provide an important defence against potential loss. The careful use of confirmations enables counterparties, whether dealing direct or through a broker, to minimise potential errors from abuse or fraud, better manage trading/dealing exposure risks and ensure smooth settlement.

8.4.5 If there has been a misunderstanding or mistake between counterparties as to the terms of a transaction, proper and prompt review of confirmations that are exchanged between the two counterparties will expedite the identification of discrepancies. In rectifying any error, a lack of response by one party should not be considered acceptance by any other party, and every attempt should be made to elicit a response to agree any amendment.

8.4.6 Acknowledgement of a cancelled trade should be made by each party as soon as possible

after such cancellation. Failure to issue a cancellation can result in confusion between parties and increases the risk of settlement issues. Cancelled and amended confirmations can result from an early termination or unwind of an existing trade; therefore, care should be taken to avoid confusion. An appropriate audit trail should be established for cancelled or amended transactions.

## **8.5: Settlement**

8.5.1 UK Market Participants are required to deliver high standards of settlement discipline. Settlement efficiency is a pre-requisite of participation in the UK money markets and the consequence of poor discipline on the functioning of the markets can be significant. Repeated instances of poor settlement discipline should be escalated to senior management. All Market Participants have a responsibility to ensure those settling transactions on their behalf are capable of fulfilling these required high standards and participants remain accountable for the actions of those settling on their behalf. Settlement must be instructed as soon as practically possible after trade execution. Settlement should be instigated as early on the settlement day as possible. Settlement policies that do not accept daylight exposure risk can create a chain of delayed and potentially failed settlements across the market; such policies hinder wider market functioning and should be reviewed.

8.5.2 All UK Market Participants are expected to use Standard Settlement Instructions (SSIs). No trades should be executed until these are in place.

8.5.3 There should be appropriate systems and processes in place to reduce potential complications during the settlement process, and to reduce the risk of failed trades.

8.5.4 SSIs are particularly important in unsecured money market transactions, where cash settlement is made across a range of counterparties rather than just through a custodian. In the majority of instances SSIs should remove the need to exchange deal specific payment instructions and once in place are used for settlement of all specified transactions between the two counterparties. This contributes to reducing both the incidence and size of differences arising from the mistaken settlement of funds and can be beneficial in mitigating instances of fraud. It is good practice to include both parties' SSIs on trade confirmations as an additional cross-check before the movement of funds. Any changes to SSIs should be notified in good time before the change is effective. It should only be possible to change SSIs within a UK Market Participant's system using a suitably secured system, normally incorporating adequate segregation of duties to not allow front office personnel to amend SSIs and requiring password access for approved employees but also minimising the time to make amendments. An appropriate audit trail for all changes should be established.

## **8.6: Failed trades**

---

No UK Market Participant should intentionally allow a trade to fail. Every reasonable effort is expected to be made to settle a trade, and it is against best practice and the overriding principle of this Code to deliberately allow a trade to fail.

8.6.1 If, due to unavoidable circumstances, a participant becomes aware that a trade is likely to fail, reasonable efforts must be made to contact the counterparty and an explanation given. All efforts must continue to be made to settle the trade.

8.6.2 The party that fails must not knowingly benefit from the failed trade. Where trades fail to settle the party responsible for the failure must bear all costs incurred by their counterparties.

## **8.7: Post trade**

8.7.1 Any novations, amendments, and/or cancellations of transactions should be conducted in an appropriately controlled manner, with an appropriate rationale and clear records maintained for all such actions.

8.7.2 Confirmation and settlement discrepancies should be identified and resolved promptly.

8.7.3 Any compensation due should be agreed in a timely manner and paid as soon as possible.

8.7.4 Invoices for brokerage should be paid promptly in accordance with the Prompt Payment Code.

8.7.5 It is expected that prompt payment of all associated trading costs is made in order to help support the integrity and effective functioning of the market.

## **9: Unexpected market closure**

9.1 In the event of a market and/or a central securities depository closing in a non-standard fashion subsequent to trading for the day commencing, UK Market Participants should refer to their counterparties for the treatment of interest and for cleared DBV to the member rules of the Central Counterparty Clearing House. The Bank of England will provide guidance via its Cross-Markets Bank Contingency Group and UK Finance will co-ordinate communications.

9.2 In the event of an unexpected bank holiday being declared, guidance will be published to the market via the Bank of England's Cross Markets Bank Contingency Group and UK Finance. It is regarded as standard practice to pay the extra day's interest in these circumstances unless both parties agree otherwise. Such agreement may be necessary, for example, in the case of a trade that was undertaken linked to a derivative.

## Chapter 2: Unsecured money markets

---

### 1: Introduction

1.1 This section of the Code, in respect of UK Money Markets, applies to:

(a) unsecured deposits, including notice deposits in both sterling and other currencies but not general banking activity in, for example, call or evergreen bank accounts;

(b) certificates of deposit in both sterling and other currencies; and

(c) commercial paper in both sterling and other currencies.

1.2 Although (b) and (c) can be defined as 'financial instruments' and thus within the scope of Markets in Financial Instruments Directive (MiFID) 2 or any analogous or replacement regulations, the principles of best practice that apply to the unsecured deposit market are equally applicable to these instruments, and are therefore regarded as within the scope of this Code.

1.3 For the avoidance of doubt, this Code sets out the best practice for transactions executed in UK Markets, regardless of whether the assets underlying those trades are denominated in non-sterling currencies.

### Role of principals and brokers

For clarification, the roles of those who participate in the unsecured money markets are explained below.

### 2: Principals

2.1 Principals are direct participants in the UK Market, dealing on their own account. Types of principal include (but are not limited to) banks, building societies, insurance companies, asset and fund managers, corporates, local authorities, charities, educational establishments and non-government organisations. These principals may act in the market directly or as a customer of a broker.

2.2 Principals regularly transact with each other directly within the wholesale money market and such interactions are covered by the scope of the Code. However, principals may also interact with each other as part of a bank to customer relationship which could include, but is not limited to, the provision of current, call, evergreen and Nostro bank account and deposit services, loan facilities, custodial and settlement services, and other branch banking services. Such activities as part of customer banking services are not within the scope of the Code.

### 3: Brokers

3.1 The role of a broker is that of a UK Market Participant that negotiates or executes a trade on behalf of a customer. For the products outlined in Section 1.1 above the role of an agent acting on behalf of only one customer does not exist in executing transactions in the UK money markets; separate legal agreements cover those specific relationships.

3.2 Typically the role of the specialist wholesale market broking firms in the United Kingdom for the products in Section 1.1 is to act as arrangers of deals. They:

- (a) bring together counterparties on mutually acceptable terms and give up names to facilitate the conclusion of a transaction;
- (b) receive payment for this service in the form of brokerage fees (except where a prior explicit agreement between the management of all parties to a deal provides otherwise); and
- (c) should not, even momentarily, act as principal in a deal, unless they are acting on behalf of their own firm as a principal. In such circumstances the role as a principal must be fully disclosed.

### 4: Role of matched principals

4.1 Some participants in the UK Market are described as a matched principal. In that capacity, although they are matching two transactions, they take no intended balance sheet position themselves; for the purposes of this Code their activity is regarded as that of a principal. Therefore, all parts of the Code will apply to matched principals as though they are a principal and not a broker.

### 5: Standards

#### 5.1: Preliminary negotiation of terms

5.1.1 UK Market Participants are expected to clearly state at the outset, prior to a transaction being executed, any qualifying conditions to which it will be subject. Typical examples of qualifications include where a price is quoted subject to the necessary credit approval, finding a counterparty for matching deals or the ability to execute an associated transaction. It is important that participants complete deals as quickly as possible; the onus is on both sides to keep each other informed of progress or possible delays.

#### 5.2: Firmness of quotation

5.2.1 All UK Market Participants, whether acting as principal or broker should make absolutely clear whether the prices, they are quoting are firm or merely indicative. Prices quoted by brokers should be taken to be firm unless otherwise qualified, for example subject to credit lines and

limits. At electronic trading venues such as those defined in regulations as a Multilateral Trading Facility (MTF), a Regulated Market (RM), or an Organised Trading Facility (OTF) prices are usually indicative.

5.2.2 A principal quoting a firm price (or rate), either through a broker or directly, is committed to deal at that price (or rate), provided the counterparty is acceptable for credit limit purposes for both parties. In order to minimise the scope for confusion, principals quoting a firm price (or rate) should indicate the length of time for which the quote is firm and should also specify any other conditions attached to the quote.

### **5.3: Concluding a deal**

5.3.1 Principals are bound to a deal once the price and any other key commercial terms have been agreed, barring any breach of other contractual provisions. All forms of agreement, including both oral and via electronic messaging, are considered binding. However, holding UK Market Participants unreasonably to an erroneous price is viewed as unprofessional and against the overarching principle of the Code.

5.3.2 Where quoted prices are qualified as being indicative or subject to negotiation of commercial terms, principals should normally consider themselves bound to a deal at the point where the terms have been agreed without qualification. Oral and electronic agreements are considered binding; the subsequent confirmation is evidence of the deal but should not override terms agreed orally or electronically. Transactions concluded via electronic trading venues are not considered to have been quoted firm unless held out as such. In order to minimise the likelihood of disputes arising once a confirmation is prepared, UK Market Participants are expected to make every effort to agree all material points quickly during the oral or electronic negotiation of terms and should include these on the confirmation.

5.3.3 It is the responsibility of all parties to a transaction to ensure that the terms of the transaction are agreed without delay, in particular when dealing via a broker. A deal should only be regarded as having been executed upon positive acknowledgement by both parties either in oral or electronic form.

### **5.4: Passing of names by brokers**

5.4.1 Brokers should not divulge the names of principals prematurely, and certainly not until satisfied that both sides display a serious intention to transact. Principals and brokers should at all times treat the details of transactions as absolutely confidential to the parties involved.

5.4.2 Principals should give clear guidance to brokers with regard to specific categories of counterparty or types of transactions that they wish to complete. Brokers should take full account of the precise instructions of the principal for whom the broker is acting, including types or categories of counterparty or specific features with regard to maturity.

5.4.3 In some instruments, principals may also wish to give brokers guidance on the acceptable price for broad categories of counterparties. Where a broker is acting for a non-financial, non-regulated institution this fact should be disclosed as soon as possible; the degree and expectation of disclosure regarding the type of name and appropriate pricing required by the principal in such a case may be greater.

5.4.4 In the UK Money Markets, it is accepted that principals dealing through a broker may need to turn down the name of a counterparty wishing to take deposits or wishing to issue a certificate of deposit or commercial paper, most usually because of counterparty limit restrictions; this may therefore frequently require pre disclosure of the name before closing the transaction. Once a lender has asked for details of the potential counterparty, it is considered committed, in line with the overarching principles of the Code, to do business at the price quoted with that name, or an alternative acceptable name if offered immediately. The name of a lender shall be disclosed only after the lender has accepted the borrower's name. If a principal has any restrictions on taking deposits from particular counterparties, the broker should be informed before a transaction is closed.

## **6: Terms and documentation, including brokers' terms and conditions**

6.1 Standard documentation should be passed between principals and brokers, setting out the terms on which business shall be conducted.

## **7: Commission/brokerage**

7.1 Where the services of a broker are used, it is traditional practice for an appropriate agreement of terms between the directors or senior management of the principal and broker to be documented. Any variation on a particular transaction from previously agreed brokerage arrangements should be expressly approved by both parties and clearly recorded on the subsequent documentation; this should be the exception rather than the rule.

7.2 Although brokers normally quote dealing prices excluding commission/brokerage charges, there may be circumstances when the broker and principal may agree on an acceptable net rate; if so, it is important that the broker subsequently informs the principal how that rate is divided between payments to counterparties and upfront commission. In such cases all parties need to be clear that this division will be determined no later than the time at which the deal is struck, and that a record is kept. All such agreements must be open and transparent.

7.3 As per Chapter 1, Section 8.7.4, invoices for brokerage and other associated trading costs should be paid promptly.

7.4 Transactions concluded by matched principals will most usually be at a net rate, with

commission charges included in the price of the transaction agreed with each party. Such arrangements should be open and transparent to each party to the transaction.

## **8: Market conventions**

8.1 Standard conventions for calculating the interest and proceeds in both the sterling and currency unsecured deposit markets are set out in Annex 2.

## **9: Electronic trading**

9.1 The Code applies to all forms of execution including whether electronic (via electronic messaging, venues, automated, or similar) or via voice. All are regarded as methods of transacting, and all aspects of the Code apply equally to all such methods. The same care should be taken when trading via electronic means to ensure that robust and appropriate controls are in place. Such electronic trading may be used more frequently if trading away from the office, but the trading environment should still be within appropriate equivalent controls.

## **10: Settlement of differences**

10.1 In the money markets if a broker cannot fulfil a deal at an agreed price it should offer to close the deal at the next best price and must then settle the difference by a payment to make good any loss. Differences may also occur due to errors in execution due to a misunderstanding regarding instrument, price, tenor or counterparty, or due to errors in settlement leading to a failed transaction.

10.2 It is best practice to compensate for a failed trade. Due care should be taken to resolve issues arising from a failed trade as quickly as possible. The compensation is calculated to reflect the cost in lost daily interest and other charges, using the appropriate day count convention as set out in Annex 2, to reflect the specific costs incurred. Evidence should be provided by the claimant if requested. Such charges must be reasonable and within parameters that both parties to the difference might expect. Claiming for excessive costs or disputing reasonable and well evidenced costs would be regarded as outside the overriding principle of this Code.

10.3 It is best practice for a direct payment to be made in settlement rather than any differences as described above to be paid against future brokerage or in future transaction pricing.

## Chapter 3: Repo

---

### 1: Introduction

1.1 This section of the Code applies to activities of UK Market Participants in the repo market. While the focus is the UK Gilt repo market, the behaviours and principles outlined apply equally in all other repo markets within the scope of the Code.

1.2 The Code recognises that the repo market uses a wide range of trading and confirmation systems and processes, including increasing use of electronic trading venues. The highest standards of market behaviour are expected to apply to the use of all such systems.

### 2: Coverage of the Code

2.1 This Code is intended to apply to the full range of activities in all repo markets by all participants including but not limited to:

- (a) professional and eligible counterparties;
- (b) principals making markets and trading in repo;
- (c) brokers intermediating in the repo market;
- (d) end users engaging in the repo of securities from their own portfolios, or undertaking reverse repos in appropriate collateral;
- (e) central clearing counterparties involved in repo;
- (f) agents (such as fund managers and custodians) undertaking repo business on behalf of their customer;
- (g) security lenders acting in the repo market; and
- (h) trading venues such as those defined in regulations as either a Multilateral Trading Facility (MTF), a Regulated Market (RM), or an Organised Trading Facility (OTF).

The Code applies to UK Market Participants even when a function has been outsourced, for example to a custodian or operator of a tri-party service.

2.2 This Code relates equally to repo transactions involving either individual securities or baskets of securities, as well as buy/sell back and economically equivalent transactions.

### 3: Standards

3.1 In order for the benefits from the repo market to accrue generally to participants in UK Markets, it is essential that behaviour in the repo market does not distort the markets in these instruments (eg by limiting the availability of specific securities). UK Market Participants are expected to therefore comply with applicable regulatory requirements on market abuse and on misleading statements and practices; they are expected to also avoid any other actions or omissions which could cause any distortion in these markets.

3.2 UK Market Participants in the repo market have a general responsibility to ensure that their activities do not cause market disruption through fails which might lead to reputational damage to the market.

3.3 UK Market participants are expected to have capabilities to source securities and have reasonable knowledge and confidence on how they will access those securities, before they sell a security short, to ensure that they will be able to fulfil their delivery obligations. Any regulatory restrictions on short selling that may be in force from time to time are expected to also be complied with.

3.4 Repo trades must not fail due to poor administration, and no trade should be intentionally allowed to fail. DBV transactions are expected to be conducted within the best practice guide of the London Money Market Association (LMMA). The principles in relation to failed trades as set out in Chapter 1, Section 8.6 of the Code should apply. The party that fails should not benefit from the failed trade. It is best practice to compensate for a failed trade. The compensation should reflect the specific costs incurred or interest foregone, and usually paid within 90 days of the date of the failed trade.

### 4: Central clearing counterparties

4.1 The use of central clearing counterparties is widespread in repo transactions. This can reduce credit risk and balance sheet usage and increase efficiency in collateral management.

4.2 Using a central clearing counterparty creates obligations to provide cash or collateral against margin calls, and systems and controls are expected to be established to manage this requirement.

4.3 UK Market Participants may have indirect access to a central clearing counterparty where they are sponsored by a full clearing member, but still have responsibilities to settle trades, understand the risk, and post margin via the clearing member.

### 5: Authority and capacity

5.1 Where relevant, UK Market Participants are expected to ensure that they have appropriate prior legal authority to enter into any repo activity, and that they have appropriate capacity. Due

diligence should be carried out to confirm such authority and capacity to enter into the transaction. UK Market Participants are expected to ensure that, if required, they have obtained any necessary permission from their regulatory authorities.

5.2 Where a custodian or appointed lending agent (eg fund manager) plans to repo customer's securities, it is essential that it has obtained the necessary appropriate delegated authority and capacity for this activity from the customer in a clear legal agreement. Such an agreement will clearly define the basis on which repo activity may be entered into and specify in a schedule the collateral that may be taken.

5.3 Before undertaking repo transactions with a new counterparty, UK Market Participants are expected to ensure that they have agreed documentation, and have assured themselves of its effectiveness, particularly, for example, in respect of non-UK incorporated counterparties.

## **6: Agents**

6.1 For the purposes of repo, an agent can be defined as a UK Market Participant that negotiates or executes a trade on behalf of a customer eg a global custodian or an asset manager acting on behalf of their customer.

6.2 Tri-party agents undertake collateral management duties in relation to repo transactions that are defined and agreed by the principals to the transaction.

6.3 UK Market Participants in a repo transaction are expected to ensure that they are clear whether the capacity in which their counterparty is acting is as principal or an agent for one or more disclosed principals.

6.4 Where a UK Market Participant is acting as an agent, there is an obligation to identify the customer who is the principal to the counterparty before transacting, at least to the appropriate credit risk management and compliance functions of the counterparty. UK Market Participants are expected to seek confirmation that agents are authorised to undertake repo business in that capacity and are expected to have regard to the Agency Lending Disclosure Requirements and specific regulatory requirements governing the role of agents in this market.

6.5 Where a participant is acting as an agent for more than one principal, the agent must have an effective recording system. Each transaction that is entered into, and any substitution or mark-to-market adjustment of collateral that is made, must be visible on behalf of a particular principal whose identity has been distinctly determined and recorded.

## **7: Intermediaries**

### **Brokers**

7.1 As well as dealing direct, participants may also wish to trade through broking intermediaries,

colloquially known as 'voice' brokers.

7.2 There are two types of intermediaries: (a) matched principals and (b) brokers. This section deals with those matters which are particularly relevant to repo business involving brokers.

7.3 Brokers in repo should:

- (a) not act as principal to a deal;
- (b) only quote firm prices substantiated by their customers;
- (c) only receive payment for successfully bringing counterparties together in the form of brokerage, which is freely negotiated; and
- (d) give-up the names at the point of trade.

7.4 A broker acts in an arranging role, distributing quotes to the UK Market Participants. Prior to trading the UK Market Participant's name remains anonymous; however, UK Market Participants may make such reasonable enquiries as needed for credit, pricing and any other jurisdictional considerations (eg sanctions). At the point of trade, the UK Market Participants' names are disclosed to one another and assuming each party has a credit line for the other, and there are no other barriers, the transaction is executed. Principals are responsible for submitting appropriate trade confirmations to each other. At this stage the role of the broker ends unless there is a trade query.

## **Electronic trading venues**

7.5 UK Market Participants may also deal via electronic trading venues which enable them to trade repo in an automated manner.

7.6 Most electronic trading venues are regulated and defined in regulation as Multilateral Trading Facilities (MTF), Regulated Markets (RM), or Organised Trading Facility (OTF). Market rule books strictly govern access, behaviour and cancellation policies.

7.7 Electronic trading venues generally operate either (i) Central Limit Order Books (CLOBs) for trading between dealers or (ii) negotiation via Request for Quote (RFQ) to support trading between sell-side and their buy-side clients. Trades negotiated elsewhere may also be booked on electronic trading venues using a (iii) Trade Registration mechanism.

### **(i) Central Limit Order Books (CLOBs)**

(a) CLOBs pool and advertise the positions of their participants facilitating the matching of equal and opposite interests.

(b) Traders enter firm orders or quotes (Bids or Offers) to the book that if executed generate a

trade between the two counterparties.

(c) The majority of trading activity between sell-side dealers on CLOBs is centrally cleared and fully anonymous pre and post trade; however bilateral trades may also be agreed with name give up and credit check at point of trade.

(d) Electronic trading venues may instruct settlement to the relevant central securities depository or central counterparty automatically and immediately on behalf of both counterparties.

## **(ii) Request for Quote Platforms**

(a) Trading between participants on venues supporting Request for Quote is either name give up and bilaterally settled or cleared centrally.

(b) Clients submit their Request for Quote to one or more liquidity providers and may decide to trade based on the quality of the response.

## **(iii) Trade Registration**

(a) Some electronic trading venues provide a simple Trade Registration mechanism to allow the electronic processing of trades negotiated outside the electronic trading venue.

(b) Trades booked this way may take advantage of straight through processing.

7.8 Trade cancellations and amendments are managed according to the market rules and life cycle events capabilities of each electronic trading venue.

## **8: Legal agreement**

8.1 Repo transactions are expected to be subject to a legal agreement between the two principal participants or agents acting on behalf of principals.

8.2 UK Market Participants in the repo market are expected to ensure that the legal agreement used is enforceable in the appropriate jurisdiction for all parties to the transaction.

8.3 The repo legal agreement should normally include, but is not limited to:

(a) provision for the absolute transfer of title to securities (including any securities transferred through substitution or mark-to-market adjustment of collateral);

(b) provision for daily or intraday marking to market of transactions;

(c) provision for appropriate initial margin or 'haircut' and for the maintenance of margin whenever the mark-to-market reveals a material change of value;

(d) clear specification of the events of default and the consequential rights and obligations of the

counterparties;

(e) provision for, in the event of default, close-out and full set off of claims between the counterparties; and

(f) provisions for the eligibility of collateral and the rights of the parties regarding substitution of collateral and the treatment of coupon and interest payments in respect of securities subject to it, including, for example, the timing of any payments.

8.4 Participants that utilise central counterparties, brokers or agents are expected to also ensure that they have suitable legal agreements with such parties which establish clearly their respective roles and responsibilities.

## 9: Margin

9.1 UK Market Participants in repo are expected to consider suitable initial margin or haircut. This should reflect both their assessment of their counterparty's creditworthiness and the market risks (eg duration of collateral) involved in the transaction.

9.2 Repo exposures are expected to be valued on a daily basis (and participants may consider the need to do so intraday if appropriate as circumstances arise). Such valuations are expected to include the consequences of life cycle events including interest accrued on the cash, collateral value and coupon accrued on the securities outstanding. They are expected to also take account of any coupon which becomes payable to the holder of collateral which passes its ex-dividend date during the life of the repo.

9.3 It is an essential protection for UK Market Participants in repo transactions that whenever a valuation reveals an additional material exposure to their counterparty, they must ensure cash and/or eligible collateral is moved in order to eliminate the exposure as per the terms of the agreement.

## 10: Custody

10.1 Appropriate arrangements are expected to be established for the custody of collateral received under a repo transaction by use of a suitable custodian or tri-party agent.

10.2 The user of a custodian or tri-party agent also has to oversee the actions of the custodian both in the execution of the transaction and in its efficient settlement.

## 11: Default and close-out

11.1 UK Market Participants are expected to have processes in place to enable the prompt identification of circumstances which are events of default, or in which it would be entitled to give a default notice to the counterparty.

11.2 UK Market Participant are expected to have processes in place for decisions on whether to give a notice of default or on how to deal with events of default to be taken by employees of suitable seniority and authority. Senior management of any UK Market Participant faced with this decision are expected to carefully assess whether the event which triggers the right requires such an action and are required to act rationally under the GMRA.

11.3 If the non-defaulting party decides to buy or sell securities consequent to the close-out, they should try to do so without unnecessarily disrupting the market. UK Money Market Participants may make such reasonable enquiries as are necessary in order to complete their assessment and form a price for the transaction.

## **12: Affirmation, confirmation, settlement and other issues**

12.1 Affirmation, confirmation and settlement are important aspects for the repo market to ensure timely, accurate and complete books and records, regulatory reporting and settlement finality.

12.2 Responsibility for accurate and timely instruction and settlement of both legs of a repo transaction rests directly with the counterparties, independent from the services of a tri-party agent or custodian. Due to the nature and size of the repo markets, failed transactions can lead to considerable interest claims imposed upon a counterparty for failure. Failed transactions also have a considerable impact on the efficiency of the repo market.

12.3 Participants are expected to make every effort to affirm all trades details on trade date basis. Trade verification is conducted between both clients manually or electronically throughout the transaction life cycle.

12.4 Trade affirmation occurs pre settlement taking into account:

- (a) trade direction;
- (b) nominal value;
- (c) cash value;
- (d) rate;
- (e) security;
- (f) haircut;
- (g) trade date;
- (h) settlement date(s); and
- (i) SSI

to ensure the successful matching of positions and reduction of economic fails.

12.5 UK Market Participants are expected to consider whether any life cycle events relating to any securities which they intend to include in a repo transaction will occur during the life of the repo transaction. UK Market Participants are expected to be aware that where such events occur during the life of a repo transaction, they may give rise to additional credit risks which need to be considered.

12.6 UK Market Participants including custodians are expected to minimise daylight and settlement exposure where possible by settling repo transactions, including the substitution of collateral as soon as possible, through Delivery versus Payment (DvP) and Delivery versus Delivery (DvD) settlement systems.

12.7 A list of market conventions in relation to giving notice of close-outs and rate re-sets is set out in Appendix 3.

## Chapter 4: Securities lending

---

### 1: Coverage of the Code

1.1 'Securities lending' or 'securities borrowing' is defined as a transaction by which a counterparty transfers securities subject to a commitment that the borrower will return equivalent securities on a future date or when requested to do so by the transferor, that transaction being considered as securities lending for the counterparty transferring the securities and being considered as securities borrowing for the counterparty to whom they are transferred.

1.2 This section of the Code is intended to apply to the full range of UK domestic and international securities lending transactions between principals based in the UK or transacted in UK Markets, ie

(a) by principals making markets and trading;

(b) beneficial owners and asset owners lending securities from their own portfolio;

(c) Agents (such as fund managers and custodians and aggregators) undertaking securities lending business on behalf of their principal customers; and

(d) members of relevant clearing houses.

1.3 UK Market Participants in the securities lending market are either professional clients or eligible counterparties,<sup>[8]</sup> and generally transact under the market standard agreements or other such agreements as may be appropriate.

1.4 This Code is intended to apply to transactions in which securities are transferred under Applicable Law either by transfer of title and/or by pledge.

### 2: Standards

2.1 In order for the benefits from the securities borrowing and lending market to accrue generally to UK Market Participants, it is essential that securities lending activity is not intended to distort the market either in borrowing/lending or in the securities themselves. To this end, UK Market Participants in the securities lending market must not enter into transactions or holding arrangements where through such activity, it intentionally creates a false or distorted market in the underlying securities. In this connection, UK Market Participants are expected to comply both with the overriding principle of this Code and with all applicable regulatory requirements on market abuse.

2.2 UK Market Participants in the securities borrowing and lending market have a responsibility to minimise market disruption through failed trades which could lead to reputational damage to the market.

2.3 UK Market Participants are expected to put in place, for example but not limited to, securities lending (or repo) facilities, and have reasonable knowledge of how they will access the securities, to ensure that they will be able to fulfil their delivery obligations. Any regulatory restrictions that may be in force should also be complied with.

2.4 UK Market Participants are expected to maintain accurate data. All participants should be aware of the reporting standards required by the Securities Financing Transactions Regulation or any analogous replacement regulations.

2.5 UK Market Participants are expected to become familiar with the rules, procedures and conventions of the UK Market and should be aware of differences in market infrastructure.

2.6 UK Market participants have a duty to pay their obligations promptly as they fall due, including but not limited to, fees and rebates, as well as beneficial owner entitlements such as dividends and coupon payments.

### **3: Authority and capacity**

3.1 Beneficial owners should understand the full risks of permitting the lending of securities.

3.2 Agents must take reasonable steps to communicate the obligations and risks to beneficial owners and in any event comply with relevant regulations around risk disclosure and transparency.

3.3 Where relevant, participants should ensure that they have appropriate prior legal authority for the securities to be lent from the beneficial owners of the securities, or from a party suitably authorised by the beneficial owners. Due diligence should be carried out where appropriate to confirm such authority and capacity to enter into the transaction, particularly to ensure that agents may lend the relevant securities on behalf of the beneficial owners.

3.4 UK Market Participants in a securities lending transaction should disclose to their counterparty the capacity – principal or agent – in which they are acting and should also ensure that they are clear as to the capacity of their counterparty. Where the agent is an intermediary acting on behalf of multiple underlying principals, the appropriate arrangements for disclosing the identity of the principals with whom they have transacted should be established.

3.5 UK Market Participants are expected to seek confirmation that agents are authorised to undertake securities lending business in that capacity and should have regard to the Agency Lending Disclosure Requirements and applicable regulatory requirements governing the role of agents in this market. Beneficial owners may from time to time need to provide documentation to

agents and/or counterparties confirming authority and capacity to enter into securities lending transactions.

## 4: Legal agreement

4.1 All securities lending transactions should be subject to a written legal agreement between the parties concerned. Standard agreements as supported by appropriate trade associations, should be used wherever possible. All participants are responsible for obtaining their own legal advice. Documentation should be established, retained and periodically updated so that it is adequate to cover the types of transactions that are to be undertaken.

4.2 It is strongly recommended that participants entering into a securities borrowing and lending relationship use the market standard documentation, although they may wish to vary some of its provisions to suit their particular circumstances. Agreements should include appropriate documentation of the relationship between the beneficial owner and the agent, the lending agent and borrower, and between principals.

4.3 The legal agreement should consider the inclusion of, but is not limited to, the following:

(a) Legal arrangements between the beneficial owner and agent include, but not limited to:

- Legal title and capacity in which both parties are acting;
- Governing law for the agreement;
- Level of discretion afforded to the agent/details of any restrictions imposed by the beneficial owner;
- Where relevant, the role of the depository/trustee
- Agent's duties and services as contractually agreed such as:
  - counterparty selection and approval;
  - collateral management arrangements;
  - regulatory reporting;
  - record keeping;
  - loan allocation methodology;
  - terms of indemnification where relevant;
  - liquidation agent responsibilities; and
  - custodial terms for asset safeguarding;
- Outsourcing and delegating permissions, including any resulting changes and regulatory reporting to the agent's liability for the assets of the beneficial owner;
- Allocation of revenues and payment of fees and other fee-sharing arrangements; and
- Termination conditions and rights.

(b) Legal arrangements between agent and borrowers including, but not limited to:

- Legal title and capacity in which both parties are acting;
- Governing law for the agreement;
- Delivery and redelivery obligations;
- All/any acceptable forms of collateral and expected margin/haircut requirements;
- Procedures for recalling lent securities and arrangements associated with a failure to deliver;
- Arrangements for the treatment of corporate actions, dividend payments and other rights in respect of securities exchanged;
- Voting rights; and
- Events of default and expected netting rights and obligations of the parties, including where appropriate language relating to bankruptcy proceedings and stay rights.

Further principal and agency annexes may be required, as well as separate jurisdictional language specific to lending arrangements and netting enforceability in certain markets, and all necessary tax addenda.

## 5: Tax

5.1 UK Market Participants are expected to ensure that they have established, and fully understand, their tax position in relation to securities lending transactions. Such transactions should be carried out in accordance with the relevant market and tax regulations.

5.2 There should be adequate systems to account, for tax purposes, for any manufactured payments in accordance with the relevant regulations. UK Market Participants need to be aware that, for certain types of securities or collateral, the tax rules of jurisdictions other than the United Kingdom may also be relevant for transactions completed in the UK securities lending market.

5.3 Agents should also inform the client that there may be tax consequences from entering into securities borrowing and lending transactions, in particular with regard to dividends and manufactured dividends, on which they might need to seek professional advice.

5.4 UK Market Participants are expected to ensure that all transactions should be done with proper consideration of relevant tax regulations in the relevant jurisdictions.

## 6: Governance

6.1 As per Chapter 1, Section 5.2, consideration of Environmental, Social and Governance (ESG) criteria in relation to financial markets activity is of increasing importance. Specifying the appropriate approach in relation to ESG policies is outside the scope of this Code.

## Voting rights

6.2 Lenders and beneficial owners are expected to be aware that any voting rights will be transferred along with the title to the securities and that the beneficial owner is therefore not entitled to exercise any such rights until the securities are redelivered to it. If a beneficial owner wishes to exercise voting rights, a clear instruction should be provided to their agent in sufficient time for the securities to be recalled in time for voting rights to be exercised.

6.3 It is accepted good practice in the market that securities should not be borrowed for the purpose of exercising the voting rights at, for example, an Annual General Meeting (AGM) or Extraordinary General Meeting (EGM). Lenders should also consider their corporate governance responsibilities before lending stock over a period in which an AGM or an EGM is expected to be held.

## Other corporate events

6.4 The arrangements to be followed in the event of a rights issue or other corporate action should be clearly established by all parties before a security loan is made.

6.5 Lenders of securities should make reasonable efforts to ensure beneficial owners are notified of their election options and corresponding deadlines related to corporate actions on securities that have been lent.

## Collateral

6.6 Acceptability of collateral may be dependent on policies in relation to Environmental, Social and Governance risks which should be set out clearly at an early stage.

## 7: Settlement, systems and controls for securities lending

7.1 UK Market Participants are expected to be familiar with the settlement systems and functionalities that they use for the movement of securities and associated cash payments.

7.2 UK Market Participants are expected to ensure that they have adequate systems and controls for the business they intend to undertake and should adhere to the sections of this Code covering Governance, and Risk Management. Specifically for securities lending activities, these should include the following items:

(a) Agents should maintain a list of those authorised to borrow securities and should make this list available to beneficial owners on request.

(b) Clear and timely records should be available to participants involved in securities lending and borrowing showing, inter alia, the value of securities borrowed/lent, collateral given/taken, classification of securities, and, where appropriate any fee income received.

(c) UK Market Participants in securities lending transactions, are expected to monitor their exposure to their counterparties on a regular basis. Appropriate exposure limits should be maintained for all counterparties and, should be reviewed on a frequent, ideally intraday where possible, basis.

7.3 UK Market Participants are expected to adhere to securities lending industry standard notification deadlines for the relevant market.

7.4 The principles in relation to failed trades as set out in Chapter 1, Section 8.6 of the Code should apply. The party that fails should not benefit from the failed trade. It is best practice to compensate for a failed trade in accordance with market standard documentation.

7.5 UK Market Participants are expected to ensure that they are aware of the procedures to be followed in the event of failed trades in all markets in which stock is lent. The rights and obligations of each party should be clearly established.

7.6 UK Market Participants are expected to comply with regulation in force which aim to minimise settlement failures and ensure efficient market operations.

## **8: Settlement discipline**

8.1 To maintain the role of the UK securities lending market in delivering settlement certainty to those that seek to lend or borrow securities, Market Participants are expected to consider the following recommendations of the Securities Lending Working Group.

- Ensure accounts are on-boarded correctly with all pre-requisite data points shared in advance of entering into any transaction and ensure the timely exchange of accurate standardised Standard Settlement Instructions information between trading counterparties;
- Focus on pre-trade position certainty through timely resolution of exceptions that may impact timely settlement of securities;
- Where relevant, UK Market Participants should use the standard CREST classification for securities lending transactions to ensure appropriate tracking and reporting;
- Where those returning securities to a lender for reasons other than satisfying a lender recall the return should only be instructed once sufficiency to deliver is confirmed;
- Where a trade is dependent upon the settlement of a securities lending transaction, UK Market Participants should prioritise and accelerate the settlement of the securities lending transaction to avoid settlement chain risks;
- Establish an agreed-upon protocol for the timely communication of reallocation updates actioned by Lenders or their agents to a particular transaction, to ensure the correct reflection of the transaction details by all parties and thereby improve the processing accuracy of subsequent life cycle events such as recalls related returns and any corporate event updates;

- Where manual intervention has become an accepted practice, investment in the appropriate automation should be considered, including use of industry-wide platforms;
- UK Market participants should use tools such as auto-partialling to reduce the levels of exposure and to improve onward deliveries; and
- Lenders and/or their agent should ensure recall notices are issued at the earliest possible time.

## 9: Agents

9.1 Agents should represent clearly the nature of the arrangements and the capacity in which they are acting. There should be a clear legal agreement, which may form part of the standard fund management or custody agreement, which:

(a) authorises the agent to lend securities;

(b) sets out the terms on which the securities may be lent;

(c) specifies the collateral arrangements in place; and the terms on which cash collateral may be re-invested; and

(d) ensures that the full details of any fee-sharing arrangements are transparent to the beneficial owner.

9.2 An agent must obtain the necessary prior written authority from the beneficial owners of the securities, or from a party suitably authorised by the beneficial owners, to undertake securities lending.

9.3 An agent should clearly explain in the agreements and disclosures with their beneficial owners the obligations and risks associated with the participation in a securities lending programme and any related cash collateral reinvestment activity.

9.4 Where a beneficial owner is acting through an agent, there should be an agreed arrangement between agent and beneficial owner for maintaining of clear books and records. Where a UK Market Participant is acting as an agent for more than one beneficial owner, a clear system for determining which beneficial owner's securities is on loan should be established. There should also be a clear system for determining:

(a) any allocation of collateral between the particular beneficial owners;

(b) an appropriate allocation of collateral to loan exposure; and

(c) a fair allocation of loans across beneficial owners' portfolios where the agent is acting on behalf of multiple beneficial owners.

9.5 An agent in this market should make regular reports to beneficial owners, providing them with a full explanation of the securities lending activity carried out on their behalf, together with information about changes in the risk management environment and the market. In the event of a material change in the market occurring outside of the normal cycle of regular reporting, it is expected that the agent provides a timely update to their beneficial owner.

9.6 In markets where they operate, agents should be aware of the appropriate regulatory reporting standards including for example best execution requirements/regulation.

## 10: Brokers

10.1 As well as dealing direct or through an agent, UK Market participants may also wish to trade through broking intermediaries.

10.2 UK Market Participants may use electronic trading venues, such as are defined in regulations as a Multilateral Trading Facility (MTF), a Regulated Market (RM), or an Organised Trading Facility (OTF).

## 11: Custody

11.1 The beneficial owners should discuss with their custodian(s) the level of support they are able to offer, and the level of service provided to support their securities lending activities. It is particularly important for the beneficial owners to understand this when the agent is a party other than the custodian to the assets. Both custodian and agent should agree operating guidelines for services provided to the beneficial owner. Custodians typically provide a range of support services with varying degrees of complexity and cost to support the needs of beneficial owners.

11.2 UK Market Participants have an obligation to ensure that securities lending transactions are identified, where appropriate, to their custodian, particularly if there are specific requirements in any lending market for the identification of securities lending transactions. UK Market Participants are expected to also understand and determine whether there are any specific segregation requirements either for the lent assets and/or any collateral received.

## 12: Collateral/margin

12.1 Collateral should be acceptable to both the lender and the borrower of securities, as specified in the agreement or as specifically agreed by the parties prior to the loan. Acceptability may need to be dependent on particular policies which should be set out clearly at an early stage. Collateral will typically be received on either a bilateral basis, or by a third-party collateral manager, or via a central counterparty.

12.2 Collateral can typically be received by the beneficial owner (or their agent) in either of the following two ways (or as otherwise agreed between the parties):

- Title Transfer collateral held by the beneficial owner, agent or custodian acting on behalf of the beneficial owner and/or a tri-party collateral manager acting on behalf of one of these parties. Collateral should be appropriately segregated from the agents and/or custodians' own assets;
- A security interest or pledge registered in collateral (rather than securities delivered via title transfer). Beneficial owners and/or their agents should understand how the legal right to the collateral is exercised to allow for full title to pass to the beneficial owner in the event of insolvency of the borrower.

12.3 The collateral should normally include a margin over the value of the loan which should be specified in the legal agreement. The agreement should provide for the collateral to be adjusted whenever there is a material change in the value of the securities or currency involved in the transaction and for the original level of margin to be restored.

12.4 The exposure and the collateral should be marked to market on a daily basis, and more frequently if the need arises. It is good practice to have previously agreed the parameters that would apply for more frequent marking to market, eg intraday.

12.5 Beneficial owners should understand that many securities lending programmes work in omnibus form where a single market transaction may be applicable to multiple underlying clients and collateral may be delivered in bulk across multiple underlying loans and/or beneficial owners.

12.6 Collateral should be segregated from the assets belonging to the agent or third-party collateral managers.

## **13: Default and close-out**

13.1 Parties to a transaction should seek to satisfy themselves that the legal agreement will, where applicable, allow their claims to be offset immediately against the claims of their counterparty in the event of default.

13.2 In jurisdictions where such provisions are not widely used or may not be enforceable, UK Market Participants are expected to consider whether it is possible to negotiate alternative arrangements to manage their credit exposures. UK Market Participants are expected to be aware that in certain circumstances the provisions of some local laws or regulations may override the legal agreement with respect to the treatment of assets upon insolvency. Agreements drafted under English law should, unless otherwise stated, be based on the close-out and netting clauses contained in the market standard documentation.

## **14: Central clearing counterparties**

14.1 The use of central clearing counterparties in securities lending transactions is not common, but it is emerging. This will have notable benefits in providing reduced credit risk, balance sheet

and settlement netting opportunities, and increased efficiency in collateral management.

14.2 Using a central clearing counterparty creates obligations to provide cash or collateral against margin calls, and systems and controls should be established to manage this requirement.

## **15: Digital assets**

15.1 The below digital assets are contemplated for securities lending transactions

- (a) tokenised securities;
- (b) native and non-native securities issuance; and
- (c) central bank digital currency.

15.2 UK Market Participants are expected to treat securities lending transactions in digital assets with the same level of oversight, risk management and diligence as traditional assets.

## Annexes

---

### **Annex 1: Statement of Commitment to the UK Money Markets Code**

[XX] ('Institution') hereby acknowledges that the UK Money Markets Code ('the Code') represents a set of principles generally recognised as good market practice in the UK Money Markets. The Institution confirms that it is a UK Market Participant as defined by the Code, and has committed to conducting its UK Money Market activities in adherence with the principles of the Code.

Specifically, in a manner that is commensurate with the size and nature of its UK Money Market activities, the Institution has established and implemented policies and procedures that accord with the Code (in so far as the content does not conflict with applicable law). Appropriately senior management will review these regularly to ensure their continued relevance and effectiveness.

Date:

[INSTITUTION NAME]

Signature:

[NAME]

[TITLE]

## Annex 2: Usual day count conventions for interest rate calculations in major currencies for unsecured deposits up to one year

Currency	Usual day count convention
GBP	ACT/365
USD	ACT/360
EUR	ACT/360
JPY	ACT/360
CHF	ACT/360
AUD	ACT/360 (Nondomestic)
CAD	ACT/360 (Nondomestic)
DKK	ACT/360
INR	ACT/365
HKD	ACT/365
NOK	ACT/360
NZD	ACT/360 (Nondomestic)
PLN	ACT/365
SEK	ACT/360
SGD	ACT/365
ZAR	ACT/365
CNY	ACT/360

Care should be taken where the day count convention differs between domestic markets and nondomestic markets. The basis should be agreed in advance of execution.

The day count convention for all securities transactions will be stated in the prospectus for that security.

## Annex 3: Best practice timelines for notice and rate setting in repo market

Open dated repo trades can be closed at the discretion of either borrower or lender. Within the UK, a timetable of closeout notification deadlines has evolved by means of convention as follows:

- (1) For any open repo trade involving a US\$denominated ISIN of an Emerging Market or Frontier Market country of issuer, notification should be given either directly to the counterparty or to the interdealer broker where applicable, by 5pm London time Settlement Date<sup>1</sup>.
- (2) For any open repo trade involving a US Treasury the notification period should be agreed either directly with the counterparty or the interdealer broker where applicable at the time of execution. In some instances, the ability to notify sameday closeouts may be requested.
- (3) For any open repo trade involving an ISIN beginning with the prefix 'US' which is not specifically covered by the US Treasury guidance given above, notification should be given either directly to the counterparty or to the interdealer broker where applicable, by 5pm London time Settlement Date<sup>1</sup>.
- (4) For any open repo trade involving an ISIN beginning with any prefix other than 'US', which is not specifically covered by the Emerging Market or Frontier Market exception described above, notification should be given either directly to the counterparty or to the interdealer broker where applicable, by midday London time Settlement Date<sup>1</sup>.
- (5) A list of countries considered Emerging Market or Frontier Market can be found on the [EMTA Trade Association for the Emerging Markets website](#) .

## Annex 4: Glossary

This glossary covers market terms used throughout the Code and more widely. The definitions serve as general explanations of terms used in UK Markets but are not intended as legal definitions.

Term	Definition
Agent	A UK Market Participant that acts on behalf of a customer.
Agency Lending Disclosure (ALD) (Sometimes referred to as Agency Lending Disclosure Requirements)	A securities lending market standard for agents and broker-dealers to exchange underlying principal level detailed information related to transactions executed.
All-in dividend	In securities lending, the sum of the <b>manufactured dividend</b> plus the fee to be paid by the borrower to the lender, expressed as a percentage of the dividend on the stock on loan.
Back office	Often referred to as 'Operations'. The function at a principal that is responsible for the settlement and administration of transactions, including payment, repayment, movement of securities, payment or receipt of interest, sending and receiving confirmations, and maintenance of records.
Bearer securities	Securities that are not registered to a particular party on the books of the issuing company and hence are payable to the party that is in possession of them.
Beneficial owner(s)	A party which is entitled to the rights of ownership of property. In the securities lending market the term usually refers to the owners of the securities that are lent.
Benefit	Any entitlement due as a result of purchasing or holding securities, including the right to any dividend, rights issue, scrip issue et alia made by the issuer. In the case of loaned securities or <b>collateral</b> , benefits are passed back to the lender or borrower (as appropriate), usually by way of a <b>manufactured dividend</b> or the return of <b>equivalent</b> securities or <b>collateral</b> .
Bid	In the money market this refers to a request to borrow or take a cash deposit. In the repo market this refers to bidding for collateral/offering cash ie reverse repo.
Borrowing	Receiving cash or securities from a lender in return for a payment of interest or fee with an agreement to return the cash or equivalent securities at an agreed date.

Broker	An intermediary in the financial markets that acts to bring two principals together in a transaction.
Buy-in	The practice in the repo and securities lending markets whereby a lender of securities enters the open market to buy securities to replace those that have not been returned by a borrower.
Certificate of Deposit	A shortterm marketable instrument that certifies the terms of an unsecured deposit usually issued for one year or less but can be issued for up to five years.
Closing leg	A repo involves a pair of trades in the same security – one on a start date, the other on an end date. The closing leg refers to the second of these. It is also called the off, far, second, or reverse leg. See also <b>opening leg</b> .
Close-out (and netting)	An arrangement to settle all existing obligations to and claims on a counterparty falling under that arrangement by one single net payment, immediately upon the occurrence of a defined event of default.
Collateral	<p>Assets provided as security against default in a wholesale financial market transaction.</p> <p>In the repo market it is a term used to cover any securities exchanged in a repo transaction both initially and subsequently during the period before the repo terminates. Under the market standard documentation or other bespoke agreement, full title to collateral passes from one party to the other, with the party obtaining title being obliged to deliver back equivalent securities. The term is used to cover both the purchased securities and any margin securities that are subsequently passed.</p> <p>In the securities lending market it refers to securities or cash delivered by a borrower to a lender to support a loan of securities.</p>
Commercial paper	A promissory note issued by a large corporation or financial institution usually for a short period but cannot be issued for longer than 364 days.
Confidential Information	Private information that is not in the public domain, is only available to a principal and should not be shared with any other party except in specific and agreed circumstances.
Corporate action	A corporate event in relation to which the holder of the security must or may make an election or take some other action in order to secure his entitlement or to secure it in a particular form (see also <b>Equivalent</b> ).
Corporate event	An event in relation to a security as a result of which the holder will be or may become entitled to: benefit (dividend, rights issue etc) or securities other than those which he held prior to that event (takeover offer, scheme or arrangement, conversion, redemption etc).

Custodian	An entity that holds securities of any type for investors, effects receipts and deliveries and supplies appropriate reporting.
Customer	An individual or firm to whom services in the financial markets are provided.
Customer dealing relationship	The relationship between a customer and the principal who acts on the customer's behalf in the wholesale financial markets.
Confirmation	A record of the details of a transaction, including amount, instrument, interest rate/fee, collateral, deal date, start date, maturity date, payment and settlement instructions sent to a counterparty to a transaction.
Day count	The convention used to calculate accrued interest on securities and interest on cash. The convention used will be that which applies for the currency used in the transaction and in the domain where the transaction occurred. There may be a different interest calculation on a security as opposed to the market convention used for unsecured deposits.
Daylight exposure	The risk arising from the timing differences between the settlement of transactions during a business day.
Dealing mandate	An agreement that sets out the basis (eg authorised personnel, deal size limits) on which a principal, broker or agent will act on behalf of a customer.
Dealing relationship	The relationship between principals directly and brokers indirectly who deal with each other in the wholesale markets.
Delivery versus Payment (DVP)	The near simultaneous exchange of securities and cash.
Delivery by value (DBV)	A mechanism in CREST which allows a member to specify the delivery of a basket of securities to a counterparty solely by cash settlement value. The member specifies the class of securities to be delivered (such as unstripped British government debt or equities in the FTSE 100 index); the CREST system automatically selects the individual securities to be delivered within that class. As well as bilateral trades, DBV gilt repo trades can also be centrally cleared.
Deposit market	The market in which unsecured borrowing and lending transactions are arranged.
Distributions	Entitlements arising on securities that are loaned out, eg dividends, interest and noncash distributions.
Eligible counterparty	Counterparty as defined in the <a href="#">FCA Handbook, Conduct of Business Sourcebook (COBS) 3.6.1</a>  . This would include, for example, regulated financial institutions, central banks, national governments and supranational organisations.

Equivalent (securities or collateral)	A term used in the securities lending and repo markets meaning that the loaned securities or collateral returned must be of an identical type, nominal value, description and amount to those originally provided. If, during the term of a loan, there is a corporate action in relation to loaned securities or collateral, the appropriate party is normally entitled to specify at that time the form in which he wishes to receive equivalent securities or collateral on termination of the loan. The legal agreement will also specify the form in which equivalent securities or collateral are to be returned in the case of other corporate events.
Evergreen account	Evergreen deposits are usually in the form of a shortterm deposit that is routinely renewed leaving the principal remaining outstanding for the long term.
Execution	The point at which two principals, either directly or indirectly through an agent or broker, agree to a transaction.
Fail/failed delivery	The failure to deliver cash or securities in time for the settlement of a transaction.
Firm price	A price quoted in the market at which the party quoting it is obliged to transact.
Front office	The function at a principal that undertakes transactions by arranging deals in the wholesale financial markets and is usually located in a segregated area known as the dealing room.
General collateral (GC)	Securities, as opposed to <b>specific securities</b> , used as collateral against cash borrowing. These can be security specific, or provided as a basket of securities, neither of which are currently traded as specific securities.
Global Master Repurchase Agreement (GMRA)	The current standard agreement for domestic and crossborder repo transactions in Europe and globally, it is also used in domestic markets.
Global Master Securities Lending Agreement (GMSLA)	The current standard agreement for cross-border securities lending transactions in Europe and globally, it is also used in domestic markets. It also encompasses the Gilt Edged Securities Lending Agreement.
Haircut	The excess either of cash over the value of securities, or of the value of securities over cash in a repo transaction, at the time of execution. Any short fall will be rectified by margin calls. It may also be called the <b>initial margin</b> . Haircuts are also essential for Central Counterparty operations. In context of a Clearing House/Central Counterparty, 'initial margin' refers to the resources provided by the member to protect the Clearing House against credit and market risks assumed in clearing transactions.
Indicative price	A price quoted in the market which is subject to qualification.
Initial margin	See Haircut.

Lending	Providing cash or securities to a borrower in return for a payment of interest or fee with an agreement to receive back the cash or securities at an agreed date.
London Bullion Market	The wholesale market for the trading of gold and silver between members of the London Bullion Market Association.
Life cycle	<p>The life cycle of a securities lending transaction starts with the initial loan of the securities usually against the delivery of collateral. When the security is on loan there is ongoing calculation and payment of fees and regular mark-to-market of both the loan and the collateral. If the securities are lent over an announced dividend or corporate action record date then the borrower will manufacture the dividend or corporate action back to the lender. Shares may be recalled from the borrower due to sale or voting activity throughout the life of a loan. The transaction is completed once the equivalent shares borrowed are returned to the lender and the collateral received, if any, is returned to the borrower.</p> <p>A repo transaction has a similar life cycle through initial transaction, management of coupon payments, recall or final maturity.</p>
Local authorities	All local authorities in the UK, whatever their size, are covered by the Code.
Manufactured dividend or payment	A manufactured payment of dividends normally arises where the transaction crosses a dividend date and the stock lender does not receive the real dividend to which it would have been entitled had it not lent the shares. In such circumstances, the repo counterparty or stock borrower may be required to pay an amount equivalent to the real dividend to compensate the stock lender for not receiving the real dividend.
Margin call	A request, following a <b>marktomarket</b> for the initial margin or haircut to be reinstated if there is a shortfall, or where no initial margin has been taken, to restore the cash/securities ratio to parity.
Mark-to-market	The act of valuing securities held or used in repo or securities lending transactions. Standard practice is to mark-to-market daily.
Market Participant	Principal, broker or agent who borrows or lends cash, enters into repurchase agreements, buys, sells or lends or borrows securities in the wholesale money markets.
Market value	The value of securities or collateral as determined using the latest available market pricing.
Middle office	The function at a principal that monitors market positions exposures and risks, and manages dealing and settlement systems and controls.
Minimum threshold amount	The threshold, agreed between the parties to a repo transaction, below which the value of collateral may fluctuate without triggering a right to call for cash or securities to reinstate the margin or 'haircut' on the repo transaction.

Money Markets	The unsecured deposit market, including the issue of, and trading in, certificates of deposits and commercial paper. It also includes repurchase agreements and Securities Lending transactions and also the purchase and sale of Treasury bills.
Name give-up brokers	Brokers who in bringing principals together to execute a transaction, give the name of the counterparty to each principal at the point when the terms are agreed, in order for the transaction to be completed.
Netting	The agreed interest rate or price for a transaction that includes a setoff for any other charges or outstanding costs. It can also refer to a setoff for counterparty exposures.
Offer	In the unsecured Money Market, an offer of a cash deposit or a loan, or an offer to sell securities such as commercial paper or a certificate of deposit. In the repo market this refers to offering of collateral/bidding for cash ie 'repo'.
Opening leg	A repo involves a pair of trades in the same security – one for a start date, the other for an end date further into the future. The opening leg refers to the first of these. It is also called the starting, first, near, or onside leg. See also 'closing leg'.
Open repo	A repo trade with no fixed maturity date, with the possibility, daily, of terminating the repo or refixing its terms, or substituting collateral.
Overcollateralisation	The extent by which the collateral provided exceeds the agreed level of margin.
Pair-off	The netting of consideration and securities in the settlement of two trades (one buy, one sell) in the same security for the same value date to allow settlement only of the net differences.
Partialling	Market practice between counterparties which allows parts of an order to be completed in different transactions.
Principal	Counterparty who transacts for their own account.
Professional client	An undertaking meeting the requirements of <a href="#">FCA Handbook COBS 3.5.1</a>  including a body corporate above the threshold defined in the Handbook.
Recall	Where the repo is an open transaction, a request to return the securities subject to the repo.
Repo	A transaction governed by an agreement by which a counterparty transfers securities subject to a commitment to repurchase them, being a repurchase agreement for the counterparty selling the securities and a reverse repurchase agreement for the counterparty buying them.
Repo rate	The return earned on a repo transaction expressed as an interest rate on the cash side of the transaction.

Repo (reverse to repo) to maturity	A repo or reverse repo where the security that is the collateral matures on the same day as the closing leg.
Repricing	The act of eliminating differences between mark-to-market and original pricing.
Reverse repo	A reverse repo is a repo transaction as seen from the point of view of the party who is buying the securities. Thus, in a reverse repo transaction, one party buys securities from the other and, at the same time and as part of the same transaction, commits to resell equivalent securities on a specified date, or at call, at a specified price.
Right of substitution	The market practice which allows the substitution of similar collateral during the life of the repo. This is not usually a legal right set out in the market standard documentation.
Roll	To renew a trade at its maturity or end date.
Secured	The provision of collateral to a lender or investor to provide protection against default.
Securities lending	A transaction by which a counterparty transfers securities subject to a commitment that the borrower will return equivalent securities on a future date or when requested to do so by the transferor, that transaction being considered as securities lending for the counterparty transferring the securities and being considered as securities borrowing for the counterparty to whom they are transferred.
Settlement	The process whereby payment for a transaction is made, securities moved as needed, and confirmations sent.
Standard Settlement Instructions (SSIs)	These are instructions sent by one principal to all counterparties that they might deal with, setting out who has authority to deal on their behalf, the banking and custodian settlement details and details of back office contacts.
Specials (or specific securities)	Securities with a specific ISIN which are sought after in the repo market, thereby enabling cash to be borrowed at a lower rate than for General Collateral.
Substitution	See <b>right of substitution</b> .
Term repo	Repo trades (of a maturity over one day) with a fixed end or maturity date.
Term DBV repo	Before July 2011, it was only possible to settle DBV on an overnight basis, irrespective of the economic term of the underlying trade. In 2011 the Term DBV product was introduced to allow settlement to reflect the term of the underlying trade; this supports trades of any length between one night (overnight) and two years. The advantage of this product is that it does not unwind each day, reducing unnecessary cash flows, settlement risk and operational risk.

---

Tri-party	The provision of collateral management services, including marking to market repricing and delivery, by a third-party.
Tri-Party Agent	A third-party to whom posttrade processing of collateral selection, payment, settlement, custody and management during the life of the transaction is outsourced by those entering a repo transaction.
Tri-party repo	Repos in which an independent agent oversees a standard twoparty repo transaction. The responsibilities of the triparty agent include maintaining acceptable and adequate collateral and overall maintenance of the outstanding repo trades.
UK Market Participants	A market participant who transacts in UK markets.
UK Markets	Unsecured money market, repo and securities lending transactions concluded in the UK (most usually but not exclusively in London) regardless of the domain of the Principal.
Unsecured	Deposit transaction without the provision of collateral.

## **Annex 5: List of relevant trade associations**

ACI Financial Markets Association.

Alternative Investment Managers Association.

Association for Financial Markets in Europe.

Association of Corporate Treasurers.

Building Societies Association.

Chartered Institute of Public Finance and Accountancy.

Electronic Venues and Intermediaries Association.

International Capital Markets Association/European Repo and Collateral Council.

International Money Market Funds Association.

International Securities Lending Association.

Investment Association.

London Money Market Association.

UK Finance.

## Annex 6: Members of the UK Money Markets Code Sub-Committee and others who contributed to this revision of the UK Money Markets Code

Committee member	Firm/representation
Ina Budh-Raja	Bank of New York Mellon (Chair)
Nic Erevik	Newcastle Building Society (Chair)
Terry Barton	Nationwide Building Society
Gordon Lowson	Abrdn
Alessandro Cozzani	Bank of America Merrill Lynch (BAML)
Ned Taylor	HSBC
Ian Mair	London Money Market Association (LMMA)
Nina Moylett	M&G
Mark Thomasson	National Westminster Bank
James Winterton	Association of Corporate Treasurers (ACT)
Vicky Worsfold	Surrey Heath Council
Andy Green	Hoare & Co
Veronica Iommi	Institutional Money Market Funds Association (IMMFA)
Bola Tobun	Harrow Council
Alan Williams	Santander UK
Philip Chilvers	TP ICAP
Malvi Ruparelia	Barclays Capital
John Edwards	CME Group
Christopher Mundy	Euroclear
James McKerrow	Insight Investment
Antony Baldwin	LCH Ltd
Andrew Welch	LGIM
Scott Creed	Lloyds Banking Group

---

Hamish Thornton	Lloyds Banking Group
Helen Willingale	BlackRock
Andy Dyson	International Securities Lending Association (ISLA)
Harpreet Bains	J.P. Morgan
Simon Dunderdale	M&G
Matt Neville	State Street Global Markets
Kpakpo Brown	Bank of England (Secretariat)
David Glanville	Bank of England (Secretariat)
Tom Archer	Bank of England (Secretariat)
Simon Dolan	Bank of England (Senior Specialist Trading Desk Manager)
Jonathan Pyzer	Bank of England (Technical Adviser)

- 
1. The commercial paper (CP) market operates in accordance with the underlying issuer programmes and specific regulatory requirements not covered in this Code that are applicable to markets in financial instruments.
  2. FX Global Code published by the Foreign Exchange Working Group of the Bank for International Settlements.
  3. See Annex 5.
  4. See Annex 6.
  5. See Annex 1.
  6. See [Prudential Regulation Authority – Senior Managers Regime \(response to Treasury Select Committee recommendation\)](#), July 2016.
  7. See [Financial Conduct Authority Senior Managers Regime](#) , December 2023.
  8. As per 3.5 and 3.6 of the Conduct of Business Obligations FCA Handbook.