

Trader Conduct Policy

Introduction to Policy:

LSD Promotions holds itself and its traders to the highest standards of behaviour. We want to engage with traders that share our values and collaborate with us to deliver success in the towns and cities we operate.

As such, LSD promotions has a responsibility to ensure that professional standards are always maintained on any of our sites and the purpose of this policy is to provide a fair, effective procedure to manage poor trader conduct.

This policy and procedure applies to all traders.

Procedure:

1. Investigation

In the event of any type of misconduct / serious misconduct is reported to LSD Promotions a member of the Management team will undertake a thorough investigation to the allegations reported. The purpose of an investigation is to fact-find and will usually involve the gathering of evidence from a variety of sources. In some cases, it may be necessary to meet with the trader to discuss the evidence, however this will be assessed on a case-by-case basis as to whether this is necessary.

2. Suspension

Should an allegation of serious misconduct be raised, LSD Promotions may suspend that trader from trading pending investigation. The following are examples of serious misconduct, but the list is non-exhaustive:

- Acts of dishonesty
- Police enquires against a trader
- Indecency
- Serious breaches of Health & Safety
- Illegal trading
- Inappropriate / abusive language, including unprofessionalism towards traders, public and LSD staff
- Violence
- Serious negligence which causes unacceptable loss
- Theft, fraud, deliberate falsification of records
- Fighting, assault on another person
- Serious breaches in terms and conditions (e.g. leaving rubbish on site, not arriving on time to set up, leaving early without authorisation, bringing vehicles on without authorisation etc.)

The trader will be notified in writing of their suspension.

3. Formal Conduct Hearing

If following investigation, it is determined that there is a case to answer, the trader will be formally invited to attend a Conduct Hearing.

The trader will receive an invitation letter (sent via email and post) and the letter will outline:

- Date, time and location of the hearing.
- A brief summary of the allegations raised against the trader.
- Copies of evidence that will be relied upon during the hearing.

The trader will receive a minimum of 48 hours' notice to attend the hearing and has the right to be accompanied by a fellow trader or a Federation Representative.

At the formal conduct hearing, the trader will have the opportunity to present their case and questions may be asked from LSD Promotions prior to any decision being reached.

The Company reserve the right to allow third parties to chair any formal hearing. You agree to permit us to share any relevant sensitive data where it is necessary for the purposes of the hearing.

4. Sanctions

Following the formal hearing, should the allegation be upheld, the following sanction will be applied based on the seriousness of the offence:

First Written Warning – A first written warning will be warranted where a trader's conduct does not meet the acceptable standards. This warning will be active for 12 months.

Final Written Warning – A final written warning will be warranted where there has been a repeat offence or further misconduct is demonstrated and the trader already has an active first written warning. This warning will be active for 12 months.

Termination of trading – Immediate termination shall be warranted when the trader commits an act of serious misconduct or when the trader has an active final written warning and further misconduct is committed.

The trader will be notified in writing of their sanction and the trader has the right to appeal the decision of warning / termination. This should be submitted in writing clearly outlining why the trader feels the decision was inappropriate or too severe. This must be submitted to help@lsdpromotions.com within 3 working days of the outcome being received.

A member of the senior management team will then consider the warning or termination appeal and provide an outcome in writing as to whether the appeal has been upheld or not. The decision of the appeal is final.

5. Refunds when termination is applied due to serious misconduct

Where a trader's rights are terminated due to serious misconduct, LSD Promotions reserves the right to immediately cancel all future bookings, pitches or event attendances. In such circumstances, the trader shall have no automatic entitlement to refunds, credits, or compensation for any pre-paid fees, deposits or future bookings.

Any refund, whether in whole or part, shall be entirely at the sole discretion of LSD Promotions and may be subject to:

- Successful resale of the affected pitch or event space.
- Deduction of reasonable administrative costs.
- Recovery of operational, investigative or compliance related expenses.
- Consideration of reputational, legal or commercial losses incurred.

LSD Promotions reserves the right to retain all or part of sums paid where termination arises as a result of the trader's breach of contract, misconduct or serious misconduct.

6. Partners contractual right to remove traders

With some of our contracts that we have in place with our partners, they have the contractual right to remove traders and exclude any trader at their discretion, for any reason. If for any reason this situation occurs, LSD are not liable for the exclusion request and in that case, the above procedure will not apply and automatic exclusion to the market / event in question will apply.

In these cases, dependent on the reason for the exclusion, this will not impact your ability to trade at other LSD Markets and events. However, if the reason for exclusion relates to conduct / serious misconduct, LSD may still instruct the balance of trade policy.