



# LSE Student Accommodation Disciplinary Code

## 1. Introduction

- 1.1 The School requires that every Student Resident ('Resident') in School Accommodation must comply with this Student Accommodation Disciplinary Code ('the Code') in addition to their Licence Agreement or Booking Terms and Conditions in relation to Summer School students in Accommodation. This Code sets out an agreed form of behaviour between the Resident and the School whilst the Resident is residing in School Accommodation. It also sets out a non-exhaustive list of misconduct that may constitute a breach of this Code or the Licence Agreement or the Summer School Booking T&Cs, and the respective penalties that may apply.
- 1.2 The basic principle behind this Code is the fact that living in the Accommodation is a communal activity and the School is committed to providing an environment where Residents can feel safe, comfortable and supported. Whilst residing in School Accommodation, Residents must also play a role in fulfilling their obligations under their respective Agreements with the School and this Code and ensuring that they respect the rights and wellbeing of other Residents, staff any other relevant third party who may be linked to the Accommodation. Residents are expected to respect and look out for one another while living in School Accommodation.
- 1.3 The application of this Code will not necessarily preclude the use of other School Procedures, including but not limited to the Student Disciplinary Procedure. In such cases, the School will inform the Resident from the outset which Procedure will be used or considered first or may inform them at a later date if the matter needs to subsequently be referred to another Procedure. In case of breaches of this Code by any of the Resident's guests or visitors (especially if the guest or visitor is not a student at the School), residents will be held responsible (and agree to accept responsibility) for the behaviour of their guests and will be charged for any damage caused by their guests.

## 2. Definitions

In this Code the following terms have the following meanings:

- 2.1 "**Accommodation**" means any of the School's halls of residence and Sidney Webb House
- 2.2 "**the Breaks**" means the Christmas and Easter holidays as timetabled by the School.
- 2.3 "**Common Areas**" means any shared facility such as bathrooms, common rooms, computer rooms, student kitchens or other space as are allocated to the Accommodation by the School from time to time and such other parts of the School's property which the School allocates to the residents from time to time for the purpose of gaining access to the Accommodation
- 2.4 "**Damage**" has the meaning set out in this Code
- 2.5 "**Resident**" or "**Residents**" means the student residents of any of part of the Accommodation that have a right to reside in the Accommodation
- 2.6 "**School**" means the London School of Economics and Political Science
- 2.7 "**Warden**" means the Warden or School Representative appointed by the School

## 3. The Accommodation

- 3.1 The Accommodation is part of the School's property and is administered by the School's appointed officers. Where the School places a Student Resident in a third-party property (which is not School Property and which is not administered by the School's appointed officers), then that third party will be made aware of this Code and will use all reasonable endeavours to comply with and implement this Code on Student Residents with the assistance of the School.
- 3.2 Whilst the Warden for each Accommodation is generally responsible for handling all Resident matters in their specific Accommodation, there may be instances where the matter may be referred to the School Secretary's 's Division to be dealt with formally under the Student Disciplinary Procedure. Where this occurs, the Warden will notify the Resident accordingly.
- 3.3 The School's Residential Services Office is responsible for the administration and application of the Licence Agreement/Summer School booking terms and conditions.

## 4. Standards of behaviour

- 4.1 Students are expected to behave in an orderly, responsible, and sober manner and at all times to respect the rights and views of others. Failure to do so is a breach of the Conditions of Registration and an offence under the School's Disciplinary Procedure for students at: <https://info.lse.ac.uk/staff/Services/Policies-and-procedures/Assets/Documents/disProStu.pdf>

- 4.2 Residents must comply with all the School's policies, procedures, conditions, codes and regulations and refrain from any behaviour that would bring the School into disrepute, breach their Licence Agreement or Conditions of Registration (especially paragraph 20) and/ or cause any nuisance or disturbance to the School, neighbours or other Residents and occupiers of the Accommodation.

## **5. Types of misconduct offences that may occur in accommodation**

- 5.1 A non-exhaustive list of misconduct offences that may occur in Accommodation can be found at Appendix A of this Code. The Licence Agreement and the following clauses 5.2-5.9 outline some of the main types of misconduct that may occur in Accommodation.

### **5.2 Damage to property**

"Damage" includes making a mess as well as actual physical damage. Where an individual or individuals can be identified as having caused the damage, they will be charged the cost of repairing the damage (plus a fine in some cases, depending on how the damage was caused). When it is not possible to identify the person(s) who caused the damage, the costs of the damage are treated as Common Damages as defined below and charged pro rata to all or sub-groups of the residents at the Accommodation. These charges relate specifically to malicious and negligent damage.

#### **5.2.1 Common Damages**

Common Damage relates to damage to Common Areas and the School reserves the right to allocate responsibility for any such damage to individual residents or jointly to some or all of the residents with access to those Common Areas (unless the alleged perpetrator is revealed or makes an admission).

#### **5.2.2 Single Rooms**

Residents in single rooms are held responsible for any damage that occurs in their rooms however caused (as they control access by virtue of having the key to the room). Residents will be held responsible even if they left the door unlocked and the damage occurred while they were away. However, if the room is broken into (through no fault of the resident), the resident will not be held responsible for any resulting damage (although the School accepts no responsibility for any such loss or damage).

#### **5.2.3 Shared Rooms, Flats or Kitchens**

In cases where the damage occurs in shared rooms, flats or shared kitchens, those who have keys to the space will be held responsible and will be charged pro rata for the costs of the damage (unless the alleged perpetrator is revealed or makes an admission).

## **5.3 Fire alarm offences**

5.3.1 Residents must respond to fire alarms, adhere to all fire regulations and evacuation procedures imposed by the School or any relevant authority (which are displayed in the Accommodation and on notice boards in the Hall) and:

(a) where Residents are given prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Warden or Head of Residential Life and the Residents' attendance at that meeting is compulsory, attend that meeting;

(b) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, move, interfere or otherwise tamper with any of our fire prevention equipment, especially fire and smoke detecting equipment;

(c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation or Hall any flammable or dangerous materials (e.g. inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers and sun-beds).

## **5.4 Health and safety**

5.4.1 It is the responsibility of all Residents to report promptly any fault or damage detected in the Accommodation which might constitute a hazard to the health or safety to the office/reception of the Accommodation.

5.4.2 Any incident or situation where:

(a) the emergency services (police, fire or ambulance) are called to the Accommodation, or;

(b) first aid is administered;

must be immediately reported to the office/reception of the Accommodation.

## **5.5 Subletting**

Residents are not allowed, for any duration of time, to sublet their room.

## **5.6 Anti-social behaviour**

- 5.6.1 Residents are expected to show respect, at all times, for individuals living and/or working in the Accommodation or in the locality of the Accommodation and not to cause or do anything that is likely to cause a nuisance or annoyance to them.
- 5.6.2 Anti-social behaviours (as determined by the Warden and/or the School) will normally be dealt with by the Warden (such as minor noise and many alcohol-related incidents). In case of major breaches, the matter may be deferred either to the School Secretary's Division in accordance with the Disciplinary Procedure for Students, and/or the police. Anti-social behaviour may include (but is not limited to):

#### **(a) Alcohol-related offences**

Accommodation provided by the School has bars, and social drinking is a pleasurable part of student life for many residents. However, alcohol should be consumed both sensibly and in moderation and excessive consumption of alcohol by some Residents can be the cause of many disciplinary problems. Being drunk is not in itself a breach of this Code, but actions committed under the influence of alcohol may be and can be subject to disciplinary action. A claim that a resident was drunk at the time that an offence was committed is not a valid excuse; residents are adults and must answer for their behaviour whether drunk or sober.

#### **(b) Noise**

Residents must keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the specific Accommodation and, in particular, they are requested not to make or allow any loud noise (including televisions, playing music or musical instruments) between designated quiet hours (being between the hours of 23.00 hours and 08.00 hours or such other times as the School may notify the Resident)

#### **(c) Aggressive and abusive Behaviour**

This can range from verbal aggression and swearing at other residents and members of the School's staff to fighting or other forms of physical aggression or violence.

#### **(d) Harassment and Bullying**

Residents must not bully other Residents, staff or third parties or harass or threaten to harass (on the grounds of age; disability; gender re-assignment; race; religion or belief, sex and sexual orientation) or bully any individual at the Accommodation and at all times must comply with the Discrimination, Harassment and Bullying Policy which can be found at: <https://info.lse.ac.uk/staff/Services/Policies-and-procedures/Assets/Documents/harPol.pdf>

#### **(e) Sexual Harassment and Sexual Violence**

The School will not tolerate any form of sexual harassment or sexual violence within its community, including that which takes place in Accommodation... The School's Sexual Harassment and Sexual violence policy can be found at: <https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/harVioPol.pdf>.

#### **(f) Drugs**

It is not permitted to bring any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. Replica, ceremonial or toy weapons, knives, martial arts weapons or air weapons) or allow the Accommodation to be used for any criminal, immoral, or illegal purpose including but not limited to selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.

For the avoidance of doubt, the School operates a zero tolerance policy with regard to firearms which will be enforced without regard for personal views or opinions. All firearms, explosives, knives, fireworks, chemical, projectile devices and other dangerous substances, articles and weapons are banned from being carried, stored, used or sold/exchanged in any Accommodation.

#### **(g) Possession of other illegal items**

It is not permitted to bring any weapons, illegal items or items which we consider to be offensive or dangerous (e.g. Replica, ceremonial or toy weapons, knives, martial arts weapons or air weapons) or allow the Accommodation to be used for any criminal, immoral, or illegal purpose including but not limited to selling, supplying or using illegal substances, storing or handling stolen goods or prostitution.

For the avoidance of doubt, the School operates a zero tolerance policy with regard to firearms which will be enforced without regard for personal views or opinions. All firearms, explosives, knives, fireworks, chemical, projectile devices and other dangerous substances, articles and weapons are banned from being carried, stored, used or sold/exchanged in any Accommodation.

## **6. Criminal Offences and Precautionary Measures**

- 6.1 If an incident that takes place in Accommodation may also constitute a criminal offence, then the Warden will immediately contact Security and in parallel refer the matter to The School Secretary. The School Secretary or their nominee will consider referring incidents to the Police, or if necessary, UK Visas and Immigration or the Home Office.
- 6.2 Although the School would not ordinarily pursue disciplinary action against a student while they are the subject of a Police investigation, it reserves the right to do so; particularly if a student's registration is due to expire before the conclusion of any criminal proceedings, or the safety of one or more members of the School is at risk. The School's Disciplinary Procedure for Students is not an alternative to investigations carried out by the Police. The School also reserves the right to apply this Procedure after any Police investigation has concluded.

- 6.3 The School Secretary or their nominee may put in place precautionary measures against a Resident who is alleged to have committed a criminal offence or a breach of discipline at an early stage pending the outcome of criminal and/or disciplinary proceedings. For the avoidance of doubt, the taking of such action would not be considered as a penalty. The grounds for initiating precautionary measures include:
- to ensure that a full and proper investigation can be carried out by the Police/School;
  - to protect the reporting student or others whilst the allegation is being dealt with as part of a criminal/disciplinary process;
  - in cases which may involve serious harm to the reporting student and/or others within the Accommodation;
  - where a Resident's mental health is at risk or where the Resident displays significant distress;
  - issues of a highly sensitive nature;
  - ongoing threat of disruption to the Residence/ other Residents and/or
  - to address any refusal to comply with a Covid-19/contagious illness/other health and Safety conduct requirement as set out by the School (including but not limited to self-isolation and quarantine where required) and as set out in this Code.
- 6.4 In certain circumstances, where the School Secretary or their Nominee is unable to take precautionary measures for whatever reason, including where an incident occurs on the weekend or in an emergency situation (such as a sexual violence misconduct or misconduct those arising out of a breach of a Health and Safety requirement for example relating to Covid/other contagious illness), then the Head of Residential Life will have the discretion to take precautionary measures (as set out in sections 19-22 of the Disciplinary Procedure for Students) in relation to the Resident. In all other cases, the School Secretary or their Nominee will make a decision relating to any precautionary measures in accordance with sections 19-22 of the Disciplinary Procedure for Students.
- 6.5 A Resident may be asked to vacate the space within the Accommodation as part of the precautionary measures put in place, but the space may be reserved for the Resident pending the outcome of any investigation/ appeal.
- 6.6 Notwithstanding this, provided the offence does not involve aggression or harassment towards other residents or other dangerous behaviour, the Resident may be allowed to stay in occupation of the Accommodation pending the outcome of the investigation/ appeal. In these circumstances, the Warden or School Secretary may impose restrictions or conditions as a precautionary measure on the Resident's occupation (e.g. not to use the bar or common room within the Accommodation).

## **7. Equality and Diversity**

- 7.1 The Warden and the Head of Residential Life, or their nominee as it may be the case, involved in a potential or actual disciplinary case under this Code must give thought to any equality and diversity matters which may be relevant, particularly in relation to the

following diversity strands which are referred to in the Equality Act 2010: age, disability (including mental health and wellbeing), race, gender, gender reassignment, pregnancy and maternity, religion or belief and sexual orientation. At different stages of the disciplinary procedure, requests for reasonable adjustments should be made to the Warden or their Nominee (or whoever is overseeing an investigation/appeal at any given time).

- 7.2 In some instances, the Warden, the Head of Residential Life or their Nominee, (whichever is overseeing an investigation at the time) may decide to postpone, interrupt or not pursue a disciplinary case because a key person is, for medical or other reasons, unfit to participate in it. This type of decision must be based on evidence that the Head of Residential Life or their nominee, considers relevant and adequate. The Head of Residential Life or their nominee reserves the right to reject or ask for an independent assessment of evidence if its relevance or adequacy is doubted.

## **8. Confidentiality and Data Protection**

- 8.1 The School will handle cases in accordance with any of its own relevant confidentiality and data protection policies as well as the Data Protection Act 2018, the UK GDPR and The General Data Protection Regulation (GDPR) (2016/679).
- 8.2 Confidentiality may only be waived if it is assessed that there may be a continued risk of harm to the Resident, or other Residents, staff and or members of the wider LSE Community as LSE has a wider duty of care to protect individuals studying, working and visiting the institution. In some exceptional cases, the School may have to report the matter to the police if it is necessary to protect Residents from harm or to prevent a further incident, which may constitute a criminal offence from taking place.
- 8.3 Information relating to any disciplinary matter shall be kept confidential and will only be shared with other relevant members of School staff, the Students' Union (in certain cases where the School assesses there is a need to inform them) on a need to know basis and only for the purposes of dealing with an allegation of misconduct under this Code, a complaint arising out of it and/or implementing any recommendations.
- 8.4 The relevant members of School staff, include but are not limited to certain members of the Student Services centre/Academic Registrar's Division, the Security team, the Resident's Academic Department/Division, School Secretary's Division, and others may also be notified of the outcome of a disciplinary procedure on a 'need to know' basis. The School may also use anonymous data regarding the outcome of such disciplinary cases internally for reporting, learning, training and evaluating cases or externally with regulators in the higher education sector.
- 8.5 Additionally, there may be other circumstances where confidential information may have to be disclosed without the Resident's consent such as if there is a legal requirement to do so or if a Judge or Magistrate directs that information must be disclosed to the court.

## **9. Procedure for dealing with an allegation of misconduct/breach of this code**

- 9.1 On first being notified of a breach of this Code, the Warden (or their Nominee) of the Accommodation where the breach has occurred will be responsible for dealing with the matter at the outset. They will write to the Resident and explain the nature of the alleged breach that has come to their attention, the investigation that will take place and next steps.
- 9.2 The Warden or their Nominee will decide or consult with other relevant members of the School before deciding whether the alleged breach warrants the following:
- (a) No action
  - (b) Informal resolution of the matter
  - (c) If the matter is assessed as major misconduct or in cases that are considered to be of high risk, refer the matter to the School Secretary to be considered formally under the Disciplinary Procedure for Students. For the avoidance of doubt, the School Secretary has the discretion to nominate the Warden to investigate the matter as Investigating Officer under the Disciplinary procedure for students. The Warden would then report their findings to The School Secretary or their Nominee who will make a decision or refer the matter to a Board of Discipline.
  - (d) and/or to consider whether the Police should be alerted to the case
- 9.3 The Warden or their Nominee will decide whether it is reasonable and proportionate to resolve a case informally, and, if so, how. Informal resolutions can be made for alleged minor to medium breaches of the Code with the aim of resolving matters as quickly and amicably as possible, and normally within twenty-eight (28) working days from the alleged misconduct having been raised. For Summer School /Executive summer School Residents the matter will normally be resolved within five (5) working days.
- 9.4 The Warden or their Nominee will consider whether it is necessary to refer the matter for consideration regarding any precautionary measures that may need to be put in place. If a Resident objects to, or fails to cooperate with such a request, the Warden or their Nominee will consider referring the case to the School Secretary under the formal stage of this Procedure.
- 9.5 The Warden or their Nominee may liaise with the sub-wardens, the School Secretary, the Senior School Advocate for Students, and, in high-risk major misconduct cases, to other relevant members of the School on a need to know basis.
- 9.6 The Warden or their Nominee must ensure that any investigation is conducted fairly and is of reasonable level in depth and scope. This Resident subject to the investigation will be given an opportunity to present their case to the Warden or their Nominee. In some cases, mediation or conciliation may be considered appropriate.

- 9.7 If the Resident fails to co-operate with the informal resolution process under this Code, then this may be considered as grounds for initiating the formal stage of the School's disciplinary Procedure and may also be taken into account as part of the formal investigation.
- 9.8 At any meeting with the Warden or their Nominee, the Resident will be permitted to bring a silent observer, such as a friend, or an Adviser from the Students' Union Advice Service. Any form of representation on behalf of the Resident is considered inappropriate unless there are exceptional circumstances, such as it constituting a reasonable adjustment. In these circumstances, once notified of this and if accepted, the Warden or their Nominee may permit the observer to actively contribute to the meeting. The Resident will be informed of the allegation (s) against them and how their behaviour has breached expected standards and will be given a reasonable opportunity to respond to the allegation(s).
- 9.9 Residents who fail to attend meetings unnecessarily delay investigations. As such, a Resident who fails to attend a scheduled meeting with the Warden or their Nominee without good reason or where they do not attend on two occasions will result in either the Warden or their Nominee proceeding with the investigation in the Resident's absence or a referral of the matter to the School Secretary.
- 9.10 The Warden or their Nominee may collect evidence by talking to sub-wardens, security guards and any witnesses, examine CCTV footage and carry out any other reasonable investigations to determine what has happened. The form of the investigation will depend on a number of factors, such as the severity and complexity of the issue in question as well as the availability of evidence.
- 9.11 The Warden or their Nominee will then produce a report confirming the action/s taken to resolve a case informally and the outcome (including possible penalties as outlined in Appendix A). When deciding on the appropriate penalty to be applied in cases of proven misconduct/breach of the Code, due consideration will be made to the following:
- (a) The Resident's previous disciplinary record within the Accommodation;
  - (b) If the Resident had admitted the misconduct;
  - (c) The conduct of the Resident following the misconduct;
  - (d) Any mitigating factors, as applicable.
- 9.12 Multiple or repeated incidents of misconduct may be treated as being more serious than a single act of misconduct and previous findings may be taken into account when considering which penalty should apply.
- 9.13 If it is concluded that the Resident's behaviour, on a balance of probabilities i.e. more likely than not was misconduct and a breach of the Code, then the Warden or their Nominee will impose one or more of the penalties outlined in Appendix A and the Resident will have the right to appeal as set out in section 10 below.
- 9.14 The Warden or their Nominee will convey their decision and the reason/s for it, in writing

to the Resident and where relevant any member/s of staff or other student/s/Resident (s) of the School who have been directly involved in the case as a Complainant. The Warden or their Nominee will not normally disclose their decision to individuals who are not members of staff or students of the School and where disclosure is made, it is only on a 'need to know' basis.

9.15 The decision, either in full or any aspect of it, may not be recorded on a Resident's file if resolved informally, though it may be considered in any subsequent investigation under the formal stage of the Student Disciplinary Procedure if it is referred to be considered under that Procedure or if there are any further disciplinary allegations against the Resident.

## **10. Appeals**

10.1 Any Appeal against a Warden or their Nominee's decision must be made to the Head of Residential Life at [residential.life@lse.ac.uk](mailto:residential.life@lse.ac.uk) no later than ten (10) working days from the date of the written decision.

10.2 An Appeal must normally be made on one or more of the following grounds:

10.2.1 A significant procedural flaw or irregularity that compromised the fairness of the process;

10.2.2 New material evidence, which must be supported by an explanation of why it is being submitted at this late stage; and

10.2.3 An outcome being unreasonable or disproportionate

10.2.4 That there is bias or a reasonable perception of bias during the procedure

10.3 The Head of Residential Life or their nominee will normally complete their paper-based review within ten (10) working days of receiving the Appeal and within five (5) working days in relation to summer/Executive Summer School students. In determining an appeal of a decision by the Warden or their Nominee, they may confirm, amend or dismiss the decision/penalty imposed by the Warden or their nominee. The Head of Residential Life or their Nominee may also decide that the matter be re-considered. They will convey their decision to the Resident in writing in a Completion of Procedures Letter.

10.4 The Completion of Procedures Letter will contain the Head of Residential Life or their Nominee's decision and the reasons for it. The letter will also confirm any course of action or penalty, which may differ to the outcome of the original investigation.

## **11. Office of the Independent Adjudicator (OIA)**

The Completion of Procedures Letter will contain the decision and the reasons for it, as well as a student's right of appeal to the OIA. The letter will also confirm any course of action or penalty, which may differ to the outcome of the original investigation at the informal resolution stage.

### **APPENDIX A: TYPES OF MISCONDUCT OFFENCES UNDER THIS CODE AND POSSIBLE PENALTIES**

The Table below provides some guidance to Residents on the range penalties that may be imposed if it is decided that there has been misconduct.

The possible penalties that may be applied if a specific misconduct occurs is illustrative only i.e. there will be cases where certain behaviours which would usually be considered major breaches of discipline are minor and will require a less serious penalty and vice versa.

<b>Misconduct offence</b>	<b>Penalty</b>
<p><b>Level 1: Minor</b></p> <ul style="list-style-type: none"> <li>• Failure to keep Common Areas clear following a verbal warning (if an individual can be identified);</li> <li>• Violation of regulations regarding noise, mess etc. after being given a verbal warning;</li> <li>• Leaving possessions in any part of the Accommodation during the Breaks or any other vacations without permission from the School</li> <li>• Failure to comply with reasonable requests of staff relating to use of the Accommodation by</li> </ul>	<ul style="list-style-type: none"> <li>• Formal verbal/Written warning</li> <li>• Training</li> <li>• Fine issued by warden.</li> <li>• Formal written apology and/or restitution to the</li> </ul>

<p>the Resident, their guests and Visitors;</p> <ul style="list-style-type: none"> <li>• First occurrence of refusing to comply with a Covid/contagious illness/ other Health and safety requirement or instruction as set out by the School where applicable which may include but is not limited to not wearing a mask (save for those individuals who can show that they are exempt from wearing a mask) in dining facilities (unless eating) and shared spaces in residential halls, not observing appropriate physical distancing requirements of at least two metres where possible in all LSE premises or as set out by the School (this includes respecting and complying with signs set out on School Premises in relation to this) and refusing to comply with any other instruction provided by the School regarding conduct and expected behaviour in relation to arising Covid/other contagious illness/health and safety requirements following changes in government guidelines/legislation where applicable.</li> </ul>	<p>parties affected by the misconduct</p> <ul style="list-style-type: none"> <li>• Suspension/Restriction/Revocation of Accommodation privileges (guests, attendance at hall events, use of certain spaces, etc).</li> </ul>
<p><b>Level 2: Medium</b></p> <ul style="list-style-type: none"> <li>• Minor damage to property caused either deliberately or through negligence</li> <li>• Repeated examples of anti-social behaviour, such as loud music or drunken behaviour</li> <li>• Breach of any rules regarding cooking, smoking, taking showers etc which result in the activation of fire alarms</li> <li>• Misuse of School property</li> <li>• Taking property belonging to the School, another Resident, employee of the School, visitor or any other third party</li> <li>• Being rude or disrespectful toward other students or staff within the Accommodation</li> <li>• Failure to comply with reasonable requests of</li> </ul>	<ul style="list-style-type: none"> <li>• Formal/Final written warning.</li> <li>• Training</li> <li>• Fine issued by warden.</li> <li>• Formal written apology and/or restitution to the parties affected by the misconduct</li> <li>• The resident to make good the cost in whole or in</li> </ul>

<p>staff relating to use of the Accommodation by the Resident, their guests and Visitors</p> <ul style="list-style-type: none"> <li>• Subletting your accommodation to any other person(s)</li> <li>• Second occurrence of refusing to comply with health and Safety and School requirement or instruction relating to Covid/other contagious illness as set out by the School which may include but is not limited to not wearing a mask (save for those individuals who can show that they are exempt from wearing a mask) in all dining facilities (unless eating) and in shared spaces in residential halls, not observing appropriate physical distancing requirements of at least two metres where possible in all LSE premises or as set out by the School (this includes respecting and complying with signs set out on the School Premises in relation to this)and refusing to comply with any other instruction provided by the School regarding conduct and expected behaviour in relation to arising Health and Safety requirements following changes in government guidelines/legislation where applicable;</li> <li>• Hosting a gathering or Party in Accommodation with more than the permitted amount of people attending/ Attending such a gathering or Party contrary to any Health and Safety or School requirement / current guidelines on group socialising as issued by the U.K. government.</li> <li>• First occurrence of breaching the requirements of observing self –isolation and the quarantine period where this is applicable.</li> <li>• Not taking appropriate and swift steps, as required, in dealing with (and informing the School of) any suspected Covid/other contagious illness symptoms and thus</li> </ul>	<p>part of any damage caused and/or repay/make good any financial loss to the University.</p> <ul style="list-style-type: none"> <li>• Depending on the seriousness of the allegations, the matter may be referred to the School Secretary and dealt with under the Student Disciplinary Procedure.</li> </ul>
---	--

<p>potentially putting others at risk.</p> <ul style="list-style-type: none"> <li>• Dishonestly concealing symptoms or not complying with the requirement to self-quarantine (as notified by track and trace). Falsely claiming that you do not need to wear a mask where this may apply</li> <li>• Spreading rumours or knowingly making false claims, via any kind of communication, that individuals have contracted Covid/any other illness.</li> </ul>	
<p><b>Level 3 Major</b></p> <ul style="list-style-type: none"> <li>• Serious and deliberate damage to the Accommodation or damage caused by gross negligence</li> <li>• An accumulation of offences</li> <li>• Repeatedly failing to comply with reasonable requests of instructions of School staff relating to use of the Accommodation by the Resident, their guests and Visitors</li> <li>• Behaviour which has caused serious damage or could have caused serious damage to the reputation of the School</li> <li>• Possession, use or supply of illegal drugs including but not limited to: <ul style="list-style-type: none"> <li>a. Supply or possession of a controlled drug</li> <li>b. Supply or repeated possession of a psychoactive substance</li> <li>c. Production of a controlled drug or psychoactive substance</li> <li>d. misuse of controlled substances and where the prescription medicines have not been prescribed for the person possessing or using them and/or such prescription medicines which are not taken in accordance with an appropriate practitioner's (as defined under</li> </ul> </li> </ul>	<p>As above, plus:</p> <ul style="list-style-type: none"> <li>• Referred to School's Disciplinary Procedure.</li> <li>• Require the student to have no contact, or restricted contact, with a specified individual (s)</li> <li>• Precautionary measures may be taken including suspension, relocation of Resident from Accommodation or termination of Resident's licence.</li> <li>• Expulsion from the School and a probable bar on admission to the School's accommodation in subsequent years.</li> </ul>

UK Law) direction.

- e. Possession of a Class A controlled drug
- f. Possession/repeated possession of a Class B or C controlled drug or psychoactive substance

- Anti-social behaviour resulting from drug or alcohol misuse.
  
- Holding of illegal or prohibited items or pets in the Accommodation;
  
- Aggressive and abusive behaviour including but not limited to punching, slapping, biting, kicking and pulling hair. Bullying. Making defamatory comments;
  
- Sexual harassment of another student, employee of the School, visitor or any other third party. This can include but is not limited to sexual intercourse or engaging in a sexual act without consent, attempting to do so, sexual assault, and or stalking another Resident;
  
- Harassment towards another student, School staff member, visitor or any other third party relating to an individual's sex, sexual orientation, religion or belief, race, pregnancy or maternity, gender reassignment, disability or age, threats to hurt another person, acting in an intimidating and hostile manner;
  
- An act or omission that causes a Health & Safety concern, including tampering with any aspect of the Accommodation fire safety system (including, but not limited to, extinguishers, detectors, or emergency exits);
  
- Third occurrence of refusing to comply with a Health and Safety requirement or instruction relating to any contagious illness as set out by the School, may include includes but is not limited to not wearing a mask (save for those individuals who can show that they are exempt from wearing a mask) in all dining facilities (unless eating) and shared spaces in residential halls, not observing appropriate physical

- Matter may be referred to the police.

distancing of at least two metres where possible in all LSE Premises or as set out by the School (this includes respecting and complying with signs set out on School Premises in relation to this) and refusing to comply with any other instruction provided by the School regarding conduct and expected behaviour in relation to arising requirements, following changes in government guidelines/legislation;

- Second occurrence of hosting a gathering/Party in Accommodation with more than the permitted amount of people attending/ attending such a gathering or Party contrary to School requirements/current guidelines on group socialising as issued by the U.K government where applicable;
- Second occurrence of breaching the requirements of observing self –isolation and the quarantine period where applicable;
- Not taking appropriate and swift steps, as required, in dealing with (and informing relevant members of the School) of any suspected Covid/contagious illness symptoms and thus potentially putting others at risk where applicable;
- Dishonestly concealing symptoms or not complying with the requirement to self-quarantine (as notified by track and trace). Falsely claiming that you do not need to wear a mask where this is applicable where applicable;
- Spreading rumours to others or making false claims, via any form of communication, that individuals have contracted Covid/any other illness.

### **Review schedule**

<b>Review interval</b>	<b>Next review due by</b>	<b>Next review start</b>
2 years	1 July 2023	17 May 2023

### **Version history**

<b>Version</b>	<b>Date</b>	<b>Notes</b>
1.0	28 July 2020	'LSE Student Accommodation Disciplinary Code' replaces previous 'Residences Regulations'
2.0	August 2021	
3.0	October 2022	Review date only amended

### **Links**

<b>Related Policies/Procedures</b>	<b>Link</b>

Terms and Conditions of Residences	Your copy of your Ts & Cs can be found on your <a href="#">HallPad account</a>
The Discrimination, Harassment and Bullying Policy	<a href="https://info.lse.ac.uk/staff/Services/Policies-and-procedures/Assets/Documents/harPol.pdf">https://info.lse.ac.uk/staff/Services/Policies-and-procedures/Assets/Documents/harPol.pdf</a>
Sexual Harassment and Sexual Violence Policy	<a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/harVioPol.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/harVioPol.pdf</a>
Disciplinary procedure for Students	<a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/disProStu.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/disProStu.pdf</a>
Student Complaints procedure	<a href="https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/comPro.pdf">https://info.lse.ac.uk/staff/services/Policies-and-procedures/Assets/Documents/comPro.pdf</a>
Health and Safety Policy	<a href="http://www.lse.ac.uk/intranet/LSEServices/healthAndSafety/pdf/SafetyPolicy.pdf">http://www.lse.ac.uk/intranet/LSEServices/healthAndSafety/pdf/SafetyPolicy.pdf</a>
List of Residences Contacts (Wardens, Residential Life staff, and Residential Services staff)	<a href="https://info.lse.ac.uk/current-students/accommodation/contacts-in-halls-of-residence">https://info.lse.ac.uk/current-students/accommodation/contacts-in-halls-of-residence</a>

## Contacts

Position	Name	Email	Notes
Senior Legal Counsel	Refel Ismail	<a href="mailto:r.ismail@lse.ac.uk">r.ismail@lse.ac.uk</a>	Author
Head of Residential Life	James Greenwood	<a href="mailto:r.j.greenwood@lse.ac.uk">r.j.greenwood@lse.ac.uk</a>	

## Communications and Training

Will this document be publicised through Internal Communications?	<b>Yes</b>
Will training needs arise from this policy	<b>No</b>
If Yes, please give details	