

# **LSE Subwardens - Terms and Conditions of Employment 2026**

## **1 Contract of employment**

Employment is on the basis of a written contract, which consists of a letter of appointment, this handbook and the other procedures specified in section 34 of this handbook as having contractual effect. The letter of appointment specifies the Subwarden's initial place of work, honorarium and the minimum required number of nights of residence on the premises. Subwardens are required to be available for duties on any days throughout the full duration of the contract, except on days taken as holidays.

Subwarden appointments are fixed-term and are subject to maximum cumulative duration limits, as set out in the letter of appointment. The appointment will automatically cease at the end of the contract as specified in the letter of appointment.

Contracts to work as a Subwarden are offered subject to being an LSE registered student. If a Subwarden ceases to be a student at the School for whatever reason, the School will terminate employment with four weeks' written notice and the Subwarden will be required to vacate the accommodation.

The contents of this document and any subsequent amendments are the "LSE Subwardens – Terms and Conditions of Employment 2026" referred to in the letter of appointment. Where these Terms and Conditions refer to School policies or procedures, guidance or information on the HR website, these are references to the policies, procedures, guidance or information as amended from time to time. If there is ever a conflict between these standard terms and conditions and the letter of appointment, the letter of appointment shall take precedence, subject to applicable legislative provisions.

On or before appointment Subwardens shall either be given a job description or a written outline of their duties. These will not set out an exhaustive list of the duties which the Subwarden can be required to undertake and may be varied by the School from time to time.

Members of staff should provide full details of their name, home address, bank account and emergency contacts to Human Resources and they must inform Human Resources of any subsequent changes.

## **2 Right to Work in the UK**

Contracts of employment are offered subject to the right to work in the UK for the duration of employment. All employees must provide evidence that they have the right to work in the UK before they start their employment at the LSE and, as requested, during the course of their employment.

LSE is required to conduct right to work checks for all new employees before they start work and to conduct new right to work checks for all employees who are returning to work at LSE after a break in employment.

Employees are not permitted to commence work until they have provided proof of their right to work to the HR Division. The School's policies and procedures relating to 'Right to Work in the UK' will be subject to review and change in line with changes to government legislation in force from time to

time. Please note that HR normally need to see the original documents unless the employee has a digital immigration status and the check can be conducted using the Home Office's online services. Scanned versions of documents are not sufficient and will not be accepted as a proof of right to work.

If an employee cannot provide proof of their right to work in the UK before they are due to start work, their start date will be deferred and their salary payments will commence from the new start date (subject to satisfactory evidence of the right to work in the UK). In addition, student visa holders are required to demonstrate they are a registered student by providing a copy of their enrolment letter, which will also confirm their term dates and vacation dates.

If an employee extends their visa or receives a new visa during their employment at LSE, they are required to bring their new visa to the HR Division for review immediately and in any event before the expiry date of their current visa. Employees who cannot show that they have the right to work in the UK during their employment at LSE will be at risk of termination and their employment being terminated (including without notice) to ensure that the School does not breach immigration law requirements in force from time to time.

### **Working at LSE on a student visa**

The main purpose of a student visa is to study in the UK. While a student visa does permit some paid or unpaid work to be undertaken the number of hours and the type of work are allowed are restricted because work is considered as incidental to the studies.

It is the Subwarden's responsibility to ensure that they do not exceed the maximum number of hours that they are permitted to work, and they must not agree to undertake work if it means that by doing so they would be in breach of their visa conditions. Working more than the maximum number of hours during term-time, either paid or unpaid, constitutes as a breach of visa conditions and may incur significant penalties.

### **3 Review period**

The appointment is subject to a three-month review period, unless the individual was employed by the School as a Subwarden during the previous academic year, in which case no review period will apply.

### **4 Honorarium**

The honorarium shall be set out in the letter of appointment and shall be payable monthly in arrears by bank transfer. Where the contract covers only part of a calendar month, the first or final instalment will be pro-rated accordingly. Payment will be made into a nominated bank account; it is a condition of employment that the employee has a suitable bank account into which such payments can be made.

The School may from time to time review payments to Subwardens and will, as necessary, reflect any changes to the rates of National Minimum Wage and the accommodation offset. The national pay award does not apply to Subwarden contracts.

### **5 Working hours**

For the purposes of the National Minimum Wage Regulations 1999, Subwardens are treated as performing 'unmeasured work'. This is because of the nature of Subwarden duties, which require them to be available as and when needed rather than at set times or for fixed periods.

The School will enter into a separate 'daily average' agreement with the Subwarden which will provide for an agreed average amount of time they are likely to spend on Subwarden duties. A copy of this agreement will be provided together with the letter of appointment. Subwardens will be required to work such hours and such days as are required to fulfil the responsibilities of their contract. This 'daily average' agreement is compiled solely for the purposes of the National Minimum Wage Regulations 1999.

## **6 Accommodation**

For the proper performance of duties, the post requires Subwardens to reside on the premises for a minimum number of nights for the period of the contract as outlined in the letter of appointment. Duties may be required at times when the Subwarden is not residing overnight on the premises.

Subwardens will be provided with furnished accommodation in accordance with a separate service occupancy agreement which must be signed and returned prior to occupying the accommodation. The accommodation is only provided for the duration of employment as a Subwarden. As a condition of the appointment, Subwardens agree to occupy the accommodation provided during term time, unless otherwise agreed in advance with the Director of Residential Services.

Any liability for the payment of tax or national insurance in respect of occupancy of the premises is the personal liability of the Subwarden and will not be met by the School.

Subwardens will be liable for any repairs or damage to the property beyond fair wear and tear with the cost of repairs deducted from salary.

The School does not guarantee the accommodation in the eventuality that it ceases to own and/or manage the LSE Hall of Residence specified in the letter of appointment. Where an individual was resident in an LSE Hall of Residence prior to this appointment, the School does not guarantee accommodation following the end of the Subwarden contract.

## **7 Occupational pension arrangements**

Staff will normally be eligible to join SAUL. Full details of SAUL are available from the Pensions webpage or the SAUL website. Potential membership of, and rights under SAUL, are subject to the Rules of SAUL in force from time to time and at the discretion of the SAUL Trustee Company.

SAUL has two membership sections. The section in which members of staff will be enrolled is dependent upon whether they already have any period of membership within the SAUL scheme prior to 1 April 2023. SAUL is a contributory scheme and the current contribution rates applicable can be found on the Pensions webpage or the respective section of the SAUL website. Individuals who have any period of SAUL membership prior to 1 April 2023 will be eligible for the Defined Benefit (DB) section of the scheme ("SAUL Lifetime"). Individuals who do not have any previous period of membership within SAUL will be initially eligible for the Defined Contribution (DC) section of the scheme ("SAUL Start"). After three years of membership within the SAUL Start section of the scheme, employees will be automatically moved to the Defined Benefit section of the scheme for future service.

Contributions to the pension scheme will automatically be paid via the School's salary sacrifice arrangement. A salary sacrifice arrangement allows for National Insurance savings on pension contributions and therefore increases take home pay. Further important information regarding the salary sacrifice arrangement is available from the Pensions webpage.

Employees can elect not to participate in paying pension contributions via a salary-sacrifice arrangement by opting out of the salary-sacrifice arrangement immediately upon joining. Pension contributions paid under a non-salary-sacrifice arrangement are not subject to PAYE tax, but National Insurance would become payable on the contribution amount.

## **8 Holidays**

The holiday entitlement for Subwardens will be 41 days (pro rata) per leave year made up as follows: 25 days annual leave plus eight days in lieu of School closure days and eight days in lieu of bank holidays. There is no automatic entitlement to take holiday on School closure days or bank holidays and Subwardens may be required to work on some or all of those days.

The leave year begins on the start date of the appointment.

Subwardens are required to agree, in advance with the Warden, the dates on which they will take holiday.

## **9 Sickness Absence**

Subwardens who are unfit for work, because they are sick or injured, should immediately inform the Warden or the person responsible for the Hall in the Warden's absence. Subwardens must contact the Warden on the first day of their sickness absence, unless the severity of their illness prevents this, in which case they must ask somebody else to do so on their behalf. They should at the same time inform the Warden when it is likely that they will be fit to return to work and available for duties. If the Subwarden is unfit for work for more than one calendar week they must also, as soon as possible, provide the Warden with a doctor's medical certificate completed by their GP and signed by themselves.

In respect of any absence due to illness, the entitlement to contractual (occupational) sick pay, and the period for which it shall be paid, shall be determined by length of service as follows:

|                                | <b>Full pay</b> | <b>Half pay</b> |
|--------------------------------|-----------------|-----------------|
| <b>First 3 months' service</b> | 2 weeks         | 2 weeks         |
| <b>After 3 months' service</b> | 2 months        | 2 months        |
| <b>After 1 year's service</b>  | 3 months        | 3 months        |
| <b>After 3 years' service</b>  | 5 months        | 5 months        |

|                        |          |          |
|------------------------|----------|----------|
| After 5 years' service | 6 months | 6 months |
|------------------------|----------|----------|

except that, i) any days of paid sickness absence in the 12 months immediately prior to the first day of the absence shall be deducted from the entitlement, ii) where an absence is separated from an earlier absence by eight weeks (that is, 56 days), or less, the two absences will be linked and the entitlement will be calculated as at the first day of the first linked absence.

If entitlement to full pay expires whilst the member of staff is absent, in exceptional circumstances at the discretion of the Director of Human Resources, salary may continue to be paid at full or a lesser rate.

In accordance with statutory rights, Statutory Sickness Pay (SSP) shall be paid to staff, but any SSP due shall be offset against contractual (occupational) sick pay (OSP).

Doctor, dentist and hospital appointments should be arranged take place outside working hours, or either at the beginning or the end of the day, wherever possible. If an appointment means an absence of a half-day or more, it should be recorded as sickness absence in the normal way.

## **10 Authorised breaks in service**

For academic career development reasons only, Subwardens are able to request an extended period of unpaid leave. Periods of unpaid leave will only be considered for more than three months to a maximum of twelve months and are discretionary according to team requirements.

A written request should be made to their direct reporting Warden or Head of Residential Life a minimum of four weeks ahead of the proposed start date of their leave request. Early initial discussions are recommended to balance overall team requirements including potential parallel requests from other team members.

Periods of unpaid leave will require Subwardens to vacate their rooms.

## **11 Unauthorised absence**

If an employee is absent from work, they are required to follow the relevant procedure in notifying the School of their absence. If the relevant procedure is not followed, the absence will normally be deemed unauthorised absence. In such cases, the School may withhold pay and/or take disciplinary action.

## **12 Maternity leave**

Pregnant members of staff have a statutory right to take paid time off for antenatal care appointments and a basic statutory entitlement to 26 weeks of ordinary maternity leave and 26 weeks of additional maternity leave.

Additionally, LSE offers all staff, regardless of their length of service, 22 weeks of full contractual (occupational) maternity pay (OMP) (pro rata if part-time). This contractual maternity pay is inclusive of Statutory Maternity Pay (SMP) during the 22-week period. However, following that, SMP continues for a further 17 weeks (subject to compliance with statutory conditions). Contractual pay shall not extend beyond the end date of a contract.

The calculation of occupational maternity pay shall be based on the average full-time equivalent of the post holder in the twelve month period immediately prior to the beginning of the EWC (or the average full time equivalent of the post holder in the period between the continuous service start date and the beginning of the EWC if shorter).

Full details of the School's Maternity Policy and Procedures can be found on the Human Resources website.

For specific and confidential advice, members of staff should arrange an interview with an HR Adviser from Human Resources.

### **13 Paternity/Partner's Leave**

LSE offers all employees, regardless of their length of service, up to twenty days of full contractual (occupational) paternity/partner's leave, pro-rated if part-time, which is inclusive of Statutory Paternity Pay (SPP). Full details of the School's Paternity/Partner's Leave Policy and Procedures procedure can be found on the Human Resources website.

In all cases of paternity/partner's leave, staff should notify an HR Adviser in Human Resources.

### **14 Adoption leave**

Adoption Leave is available to employees from the first date of their employment.

Members of staff are eligible to apply for 26 weeks' statutory paid leave followed by a further 26 weeks' unpaid leave. For further information staff should contact an HR Adviser in Human Resources.

In addition, LSE offers 22 weeks' full contractual (occupational) adoption pay (OAP) to all staff, regardless of their length of service. OAP is inclusive of Statutory Adoption Pay (SAP) during the 22-week period and is usually followed by 17 weeks of SAP (subject to compliance with statutory conditions). Contractual pay will not extend beyond the end date of a contract.

Full details of the School's Adoption Leave Policy and Procedures procedure can be found on the Human Resources website.

### **15 Neonatal leave**

In the case of premature births, in addition to the maternity, adoption, and paternity/partner's leave provisions, qualifying employees are entitled to an additional period of leave which is paid at full pay (pro-rata for less than full time employment).

An employee whose baby/adopted baby is born prematurely and requires hospital treatment for seven days or more is entitled to neonatal leave for every week (i.e. seven days) that their baby is in neonatal care prior to the Expected Week of Childbirth (EWC), for a minimum of one week and up to a maximum of 12 weeks).

### **16 Shared Parental Leave (SPL)**

Shared Parental Leave (SPL) enables parents to share caring responsibilities during the first year following the birth or adoption of a child.

Eligible employees may take up to 50 weeks' leave and up to 37 weeks' pay, which can be shared between both parents. SPL may be taken as a continuous period or in separate blocks, and employees may return to work between periods of leave, subject to statutory notice requirements.

To qualify for SPL, employees must meet the statutory eligibility criteria, including having at least 26 weeks' continuous service with the School at the relevant qualifying date. The other parent must also meet specified employment and earnings criteria.

Eligible employees may receive Statutory Shared Parental Pay (ShPP), paid at a fixed weekly rate set annually by the government. In addition, the School provides up to 16 weeks' full contractual (occupational) shared parental pay (OShPP), inclusive of statutory payments, subject to eligibility. OshPP will not extend beyond the end date of a fixed-term contract.

Full details of eligibility, entitlement and notice requirements are set out in the School's Shared Parental Leave Policy and Procedure on the Human Resources website. Employees should contact their HR Adviser for specific advice.

## **17 Parental leave**

Under current legislation, eligible employees can take up to a maximum of 18 weeks' unpaid parental leave, per child, up until the child is 18 years of age. The maximum amount of parental leave that may be taken in any one year, in respect of a child, is usually four weeks. In addition, the School offers further flexibility by allowing the following patterns of parental leave:

- One complete block of four weeks;
- Several one-week blocks
- Shorter working weeks.

If the dates requested for taking a block of leave would substantially prejudice the school's work, then the leave may be postponed but not indefinitely and not usually for more than six months. The School cannot postpone parental leave requested to immediately follow childbirth or adoption.

The Parental leave Policy and Procedure can be found on the HR website. For specific and confidential advice about parental leave, please contact your HR Adviser.

## **18 Time off for emergencies**

Members of staff may apply for emergency leave for crisis incidents (i.e. incidents that were unforeseen and could not be planned for) affecting a dependant (for example, their parent, spouse, civil partner, child, partner or someone who lives with them as a family member) in order to arrange care for that person. Up to two days' paid leave a year can be given for circumstances not covered by compassionate leave. Members of staff are expected to contact their line manager at the earliest opportunity in order to explain the situation. Requests for additional unpaid leave may be made. For further information and the School's Staff Support Leave Policy, please contact your HR Adviser.

Entitlement to emergency leave is calculated using a rolling 12 month period and no carry-forward is possible.

## **19 Compassionate Leave**

Members of staff are allowed paid leave of two days for the death and attendance at the funeral of

immediate family members, other close relatives or other people with whom they had a close continuing relationship. If members of staff are responsible for making the funeral arrangements, up to a total of five working days' paid leave for planning and attendance may be given. Applications for all compassionate leave in these circumstances should be made to line managers. Line managers may exercise discretion in approving compassionate leave above the normal allowance as each request needs to be judged on the circumstances of the case – such discretion should be exercised in consultation with the relevant HR Partner.

Paid leave may also be given when a close relative is terminally ill or when, in the absence of other nursing arrangements, members of staff are responsible for care. The total amount of leave should normally be not more than 15 working days. If members of staff need to apply to their line manager for such leave, wherever possible they should do so in advance.

For advice, members of staff and line managers should contact their HR Adviser.

## **20 Equity, Diversity and Inclusion**

One of the six key priorities stated in the LSE Strategy 2020 is to “Strengthen our commitment to equity, diversity and inclusion and take relevant action throughout the institution”. We are committed to building a diverse, equitable and truly inclusive university. As an employer, LSE strives to ensure that all its members of staff are able to develop to their full potential and are treated with dignity and respect. We seek to ensure that people are free from discrimination on the grounds of age), disability, race, nationality, ethnic or national origin, gender, gender identity, religion or belief, sexual orientation, marriage and civil partnerships, pregnancy and maternity, personal circumstances, political affiliation or trade union membership. Staff members are expected to demonstrate mutual respect, open-mindedness, and integrity; to recognise their own unconscious biases and take steps to mitigate these; and to foster an inclusive environment which values equality of opportunity and diversity.

## **21 The Ethics Code**

All employees have a responsibility to act in accordance with the School's Ethics Code and to promote the principles and values that the Code enshrines. The Ethics Code clearly states that the whole LSE community, including all staff, students, and governors of LSE, are expected to act in accordance with the principles which are set out in the School's Ethics Code. As such members of staff are required to read and familiarise themselves with the Ethics Code. The Six core principles are summarised below and the full code can be accessed at **[lse.ac.uk/ethics](https://lse.ac.uk/ethics)**

- **Responsibility and Accountability:** In order to uphold our commitment to responsibility and accountability, we will embed the principle of individual responsibility at every level of the School's management and governance structures and raise concerns relating to ethical matters as they arise.
- **Integrity:** In order to uphold our commitment to integrity, we will be honest and truthful; act in accordance with all relevant legislation and statutory requirements; declare interests and manage appropriately possible conflicts; be transparent and consistent in our decision making; maintain our independence in engaging with outside parties and conduct fundraising activities in line with the principles set out in the Ethics Code.
- **Intellectual Freedom:** In order to uphold our commitment to intellectual freedom, we will: protect individuals' freedom of expression and uphold the freedom to research and convey



research findings.

- Equality of Respect and Opportunity:
- Collegiality: In order to uphold our commitment to collegiality, we will promote within the School an inclusive and participatory working and social environment in which we encourage, support and behave appropriately to one another.
- Sustainability: In order to uphold our commitment to sustainability, we will minimise any negative impact we may have on the natural and built environment by effectively managing our resources.

## **22 Health and safety**

Members of staff have responsibilities in relation to health and safety and must comply with the LSE's Safety Policy. Failure to do so may be a disciplinary offence. The full text of the Safety Policy can be found on the Health and Safety website.

## **23 Smoking Policy**

Smoking including e-cigarettes is prohibited inside all buildings on the Houghton Street campus, all LSE halls of residence, including residents' rooms, and any other building or facility managed by the School. The prohibition extends to building entrances, including doorways, steps and ramps and external fire escape stairways and escape routes.

## **24 The Regulations for Internal Financial Management**

All members of staff have a general responsibility for the security of the School's property, for avoiding loss and for due economy in the use of resources. Compliance with financial regulations and procedures is compulsory for all staff connected with the School. Failure to do so may lead to disciplinary action.

The Regulations for Internal Financial Management are updated annually and the current version can be found on the Finance Division website.

## **25 Data Protection Act 2018**

All members of staff have a responsibility to manage the personal data of other staff, students, applicants, alumni and members of the general public in line with the principles of the Data Protection Act 2018 and the London School of Economics' privacy notices. Advice on the application of Data Protection principles should be sought if necessary from the School's Data Protection Officer.

For further information please refer to the School's Data Protection website.

## **26 Freedom of information Act 2000**

Members of staff are responsible for managing their records so that they can respond to Freedom of Information requests within 20 working days. They also need to be aware of what is on the Publication Scheme, so that they can point requesters to it. The Publication Scheme should also be used proactively to publish as much information as possible.

For further information and advice please refer to the School's Freedom of Information website.

## **27 Conditions of Use of IT Facilities**

Members of staff must comply with the Conditions of Use of IT Facilities. Failure to do so may lead to disciplinary action. These conditions are updated periodically by the Data and Technology Services (DTS) and the current version can be found on the DTS website.

## **28 Emergency access to emails**

Members of staff who are on holiday or absent from the School for any other reason should set up an "Out of Office" message for the duration of their absence and, if appropriate, leave a contact number. Members of staff should be aware that their emails could be checked for any legitimate search for relevant School-related messages if they are either absent or on holiday, and it is not possible to contact them (either because they are on holiday or have not left a contact number).

Members of staff should be aware that their emails could be checked for any legitimate search for relevant School-related messages once they have left the service of the School.

## **29 Use of telephone**

The School has a telephone system that automatically logs details of all calls (i.e. the recipients and duration) made and received. Members of staff should be aware that telephone usage records are sent to managers on a monthly basis.

These calls may be made by using their personal account on the School's telephone system.

Subwardens will be provided with an LSE telephone line and a mobile phone. Any telephone calls made as a result of their work should be made from the office or the provided mobile telephone. Personal calls should, as far as practicable, be made outside of working hours. Members of staff may however use the School phone system during working hours to make short occasional personal calls to local or national numbers. Members of staff who need to make personal calls of a longer duration, or calls to international numbers should do this in their own time.

## **30 Use of furniture**

The School has a right to expect any locked drawers or cupboards to be opened on request. Members of staff who are on holiday or absent from the School for any other reason should leave a key with colleagues to allow access, as appropriate.

## **31 Trade union membership**

The School recognises the following trade unions for the purposes of collective bargaining: the University and College Union (UCU), UNISON and Unite. Members of staff usually choose to join the union which represents their staff group. For further information please contact the membership secretaries whose details can be found on the School's website.

The names of the current membership secretaries and the subscription rates can be found on the Human Resources website.

## **32 Copyright**

The copyright of work that members of staff produce as part of their employment shall belong to the

School.

### **33 End of fixed term contracts, resignation and notice periods**

The conditions relating to resignation and notice periods are the same during and after the completion of review periods.

Subwarden contracts are fixed term for the duration specified in the appointment letter. The appointment will automatically cease on the expiry date as specified in the letter of appointment.

Subwardens can resign by giving at least four weeks' notice in writing.

The appointment will be terminable at any time Subwarden on the School giving four weeks' written notice. In particular, Subwardens should note that should a Subwarden cease to be a student at the School for whatever reason, the School reserves the right to terminate their employment with four weeks' written notice.

The School may terminate a member of staff's employment without notice or payment in lieu of notice in the case of gross misconduct.

The School may choose to terminate employment by making a payment in lieu of notice.

### **34 Procedures**

The following procedures (as amended from time to time) apply to Subwardens and form part of the contract of employment:

- Disciplinary Procedure for Professional Services Staff
- Capability Health Procedure for Professional Services Staff
- Alcohol and drugs policy
- Grievance Procedure for Professional Services Staff
- Procedure for complaints of sexual harassment by students

These procedures are available on the Human Resources website.

Information on the procedure for resolving complaints about harassment (including bullying) is also available on the LSE's website.