

## **Union Advice Service Standards and User Agreement**

This Service Standards and User Agreement will define what you (the service user) can expect from our service, as well as what we (the service) will expect from you as a service user. By completing a Case Form you agree to abide by the Service Standards and User Agreement as outlined below.

### **Service Limitations**

The Union Advice service will be available to current University of Brighton (the University) students, who are members of University of Brighton Students' Union (BSU).

If you have:

- withdrawn from your studies;
- been withdrawn;
- graduated;
- been expelled;
- or have chosen to terminate your membership of the Union;

then Union Advice will continue to offer you services up to **12 months** from the date that you ceased to be a Union member.

Union Advice will not normally provide advice to students who study at the University's partner institutions unless such students are members of BSU. However, consideration will be given on a case-by-case basis.

### **What You Can Expect from Us and Our Obligations**

#### **1. Data Protection**

**Union Advice will abide by the Union's Data Protection Policy and Privacy Policy.**

These outline your rights under the General Data Protection Regulations 2018.

#### **2. Authority to Act**

Union Advice will aim to empower students to act on their own cases. However, sometimes Union Advice may agree with you to act on your behalf.

By signing this agreement, you agree that your Adviser may, from time to time, discuss your case with members of University or Union staff or other authorised third parties. As far as possible, all discussion will be agreed with you ahead of time.

You also agree that in some situations your Adviser may act on your behalf. As far as possible, any action on your behalf will be agreed with you ahead of time. Such action may include but will not be limited to:

- Communicating with University members of staff;
- Negotiating and advocating for you in university meetings and panels;

- Submitting forms;
- Submitting evidence;
- Requesting information relevant to your case from the university.

When Union Advice or its Advisers act on your behalf, they will maintain a policy of confidentiality (detailed below).

### **3. Representation & Advocacy**

Union Advice and its Advisers may represent and advocate for students at meetings and panels held under the Academic Misconduct Regulations, Complaints Procedure, Student Disciplinary Procedure, as well as some other informal and conciliatory meetings within the University.

Such representation will be subject to the availability of an Adviser, and at least 48 hours' notice will normally be required in order to allow time for the Adviser to familiarise themselves with the case.

Union Advice may not be able provide representation in every case, based on the complexity of the case or caseload burden, even with 48 hours' notice. In such circumstances, Union Advice will work with you to try to have your meeting postponed or rearranged, or we will provide you with advice, so you feel confident in attending alone or with another.

### **4. Confidentiality**

All information that students share with Union Advice will be treated with the strictest confidence.

An Adviser may share information with another Adviser within Union Advice but will not share any information with a third party outside BSU without your full consent. All face-to-face appointments will be conducted in a dedicated private space and any e-mail correspondence will be accessible to authorised Union staff only.

The Confidentiality Policy recognises that occasions may arise where Advisers feel they need to breach confidentiality. Union Advice will recognise that any breach of confidentiality may damage the reputation of the service and will therefore treat any decision to breach with utmost seriousness.

Circumstances where an Adviser may feel they need to breach confidentiality may include:

- Situations involving a high risk of serious actual/potential self-harm or harm to others.
- Conflicts of interest which necessitate an Adviser informing one or more client(s) that they cannot provide advice services or that they can no longer act on the clients' behalf. By their very nature, such conflicts will draw attention to the fact that Advisers are acting for the other parties and/or that other parties have sought advice from the service.
- Violations of the law, or situations wherein not to breach confidentiality would break the law; for example, under the Prevention of Terrorism Act 1989, it would be an

offence to fail to give information which would help to prevent acts of terrorism or apprehend a terrorist.

#### **5. A Free Service**

Union Advice will provide a free service to all members of University of Brighton Students' Union.

#### **6. An Independent Service**

The Union is its own charitable organisation and all advice offered from Union Advice will be independent of all external or third parties including University of Brighton.

#### **7. An Impartial Service**

Our Advisors will be independent but impartial. Union Advice will not operate a service that is unnecessarily adversarial with the University.

Union Advice will give impartial advice to students. We will explore all options for the resolution of your case with you, while ensuring any consequences of your available options are explained without prejudicing you to a particular viewpoint.

Union Advice will advise on university policy. Union Advice will advise on the point of view of the university as an institution and its policies alongside exploring your options and your point of view.

#### **8. An Empowering Service**

Union Advice attempt to empower students to make their own decisions about the best way forward through any advice given.

Union Advice will support and empower you to take control of your situation. We prefer support you to take necessary actions yourself and will not normally act on your behalf.

#### **9. A Non-Judgemental Service**

Union Advice will assist and advise all students and consider all cases regardless of their current situation or how it arose. We will not pass judgement.

We will not ask questions or ask for information unless we feel it is relevant to the case.

#### **10. Equality & Respect**

Union Advice will provide equal access to all students and not discriminate against a service user on any grounds, compliant with the Union's [Equal Opportunities Policy](#).

#### **11. An Honest Service**

Advisers will provide honest advice and guidance on academic issues and university procedures based on experience and knowledge of the regulations.

Advisers will not guarantee any outcomes for a given case.

Advisers will not provide any advice on issues outside their field of competence. If an adviser cannot give advice on any issue, then they may refer the student to another source for assistance.

## **12. A Responsive Service**

Union Advice will aim to respond to emails within two working days and will let you know if we expect to take longer to provide you with a response.

Union Advice will aim to provide you with written notes within two working days of any appointment outlining the details of the meeting as well as what advice was offered.

The first working day will be counted as the day *after* the appointment is held or the Case Form/email is received by Union Advice.

## **What We Expect from You**

### **1. Commitment**

Union Advice will expect you to arrive for any appointments in good time. Appointments will run for a maximum 45-minute duration.

Failure to arrive within 10 minutes of the appointment time will result in the loss of the appointment and you may not be seen the same day, dependent upon appointment availability.

For the avoidance of doubt: Union Advice will cancel any appointment if you arrive any later than ten minutes after the appointed time agreed for the meeting.

Union Advice will expect you to notify us if you know you will be unable to attend or are going to be late. Where you are likely to be more than 10 minutes late, we will not be able to hold the appointment or wait for you; it is likely you will be advised to rebook.

Union Advice may discontinue, limit, or otherwise restrict face-to-face advice if you miss three or more appointments.

You will be expected to bring any documents, e-mails, letters, and other materials that are relevant to your case as the details in these items may be central to the advice we provide.

Union Advice will expect students to carry out any course of action agreed between them and an Adviser. Failure to carry out agreed actions or to present relevant documents and information may considerably delay any further action in the case and may be seen as placing excessive demands on Union Advice resources. Such failure may lead to the withdrawal of service.

### **2. Responsibility**

Union Advice will encourage you to take responsibility for your studies and your case. This means we will expect you to write your own statements and correspondence and speak for yourself in meetings and hearings.

The ultimate responsibility for the progress of any case will rest with you.

Union Advice will expect you to submit forms and take necessary action on your case within set time limits as per university policy or agreement with your Adviser. You will ensure that you follow advice provided in a timely way.

Union Advice will make sure you feel confident to act on your case by providing you with guidance, support, and feedback at every step.

### **3. Honesty**

Union Advice will expect you to provide honest and accurate information pertinent to your case. In order for us to provide accurate and relevant advice, we will request you provide all of the facts and information surrounding your circumstances. We appreciate that your circumstances may include sensitive information. Such information will remain confidential.

Failure to disclose all relevant information in good time may affect the outcome of your case. If we find that a student deliberately withholds information material to their case or lies on issues material to the case we may withdraw service.

### **4. Communication**

The University and other third parties may communicate with you directly. Union Advice will expect you to keep us informed of any pertinent communications from the University or other third parties throughout the duration of your case.

### **5. Respect**

We ask that you be patient when corresponding with your adviser, who will be managing a high number of other urgent cases alongside yours. If you are waiting for an email response or call back, please bear this in mind and allow your adviser reasonable time to respond.

We will expect all students to treat our staff with respect. You will be expected to adhere to all relevant University policies around conduct when using our service.

Failure to behave in a respectful manner may result in a withdrawal of service.

### **Feedback & Complaints**

We will look to improve Union Advice and will welcome feedback from students. Students may write to us to let us know how we can improve our service at [bsusupport@brighton.ac.uk](mailto:bsusupport@brighton.ac.uk).

You can find details of our complaint's procedure on our [website here](#). Return this completed form and any available evidence to support your complaint to: Chief Executive, Brighton Students' Union, University of Brighton, Lewes Road, Brighton BN2 4GJ or email it to our CEO at [l.greenwood-pearsons@brighton.ac.uk](mailto:l.greenwood-pearsons@brighton.ac.uk)

Your complaint will be acknowledged within 5 working days of receipt.