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1. INTRODUCTION & POLICY REVIEWS

1.1 INTRODUCTION

This booklet provides information about the policies, procedures and working practices of Strathclyde Students' Union (Strath Union) Advice Hub. These are intended to be clear and transparent to employees of Strath Union, the University of Strathclyde, and students and prospective students of the University of Strathclyde so that our service is delivered in a manner that is consistent and professional. This document reflects our commitment to ensuring accessibility, support, and expertise in the advice that we deliver.

Additional sources of information and useful documents for reference include our Union-wide:

- Code of Conduct
- Complaints Procedure
- Data Protection Policy
- Discipline Procedure
- Equality and Diversity Policy

These terms and conditions are intended to:

- Help student clients to better understand their rights in engaging with the Advice Hub
- Give Advice Hub staff a structure to their activity
- Assure our broader stakeholders, including the University of Strathclyde and our Board of Trustees, that we operate in an ethical, legal, and high-quality way

1.2 REVIEWING THE ADVICE HUB TERMS AND CONDITIONS BOOKLET

A review of the contents of this document will be completed annually as part of the annual service review. This will be completed prior to the start of the academic year in early September. Each policy will be reviewed and where necessary, updated. Responsibility for the review and updating of the booklet will lie with the Advice Hub Manager in consultation where necessary with Advisers, the Head of Membership, and student Executive Officers.

2. THE SERVICE

2.1 ADVICE DIRECTIVE

Our advice is free, independent, impartial and confidential. The service is not delivered by the University of Strathclyde, or their staff and Strathclyde Students' Union are an independent and registered charity. We always have your best interest in mind. We do not judge any student who asks for advice and nothing about the case itself will stop us acting in their best interest.

2.2 EMPOWERING STUDENTS: HOW WE DELIVER ADVICE

Strathclyde University is an Higher Education institution based in Glasgow in the west of Scotland. The University operates primarily from one site in Glasgow city centre but also hosts international centres across the world.

The Advice Hub seeks to empower students by offering expertise in University policy and procedure, housing rights and responsibilities in Scotland, and student funding and finance. We never tell you what to do. Instead, we explore options with you so that you can make

informed and considered decisions that you feel are in your own best interest. We will help you to weigh up your options and the potential impact of these options.

We do not as standard undertake any initial writing, completion of forms, documentation, or responses to allegations except at the discretion of individual advisers. We understand that ultimately it is your voice that needs to be heard. We will help enhance and strengthen your position by giving you the benefit of our experience and knowledge and by giving guidance, opinion and feedback on any writing, completion of forms, documentation, or responses you would like us to review.

2.3 WHO CAN ACCESS OUR SERVICES

We support and will provide advice to:

- Students currently registered at the University of Strathclyde including any international campuses
- Prospective students of the University of Strathclyde who have a conditional or unconditional offer of a place at the University
- Recent students of the University of Strathclyde whose case has continued past their enrolment
- Students engaged in access or pre-entry level study for the University of Strathclyde

2.4 OTHERS WHO MAY BE ABLE TO ACCESS LIMITED SERVICES

If resources permit, we'll also provide advice for:

- Prospective students who do not have a confirmed offer of a place at the University of Strathclyde
- Concerned relatives and friends of students seeking advice on the student's behalf when the student cannot contact us themselves (for example, if the student is currently hospitalised). We will inform the person in contact with us that it would be preferable to speak to the student if possible and that without direct contact there may be limits on the accuracy of the advice give. Any agreement to offer advice to a third party must comply with Strathclyde Students' Union's Data Protective Policy and be authorised by completion of a consent to share form submitted to us by the student from their Strathclyde email address.

In the above cases there may be practical limitations applied to the support offered which will be communicated at the earliest opportunity. Such limitations may arise during the life of a case as well as at the first point of contact. Such limitations may include, but are not limited to:

- Support being provided through specific mediums, for instance email only.
- Some functional aspect of support being unavailable, for instance representation at a hearing of an organisation other than the University of Strathclyde.

Any other person not fitting into the above groups will be signposted to an appropriate alternative agency.

We are unable to advise students registered on Centre for Lifelong Learning courses that are not acting as pre-entry to degree bearing courses.

3. ACCESSING THE ADVICE HUB

The Advice Hub is based on the ground floor of Strath Union at 51 Richmond Street, Glasgow, G1 1XU. Appointments are available between 10am and 5pm on Mondays, Wednesdays, Thursdays and Friday both during and outside term-time (with the exception of a closure over Christmas and New Year). The Advice Hub is closed on Saturdays and Sundays and does not have appointments available on Tuesdays. Out of term-time hours may be more restricted due to annual leave, training, and service development activities; information about planned closures will be available on our website and through Strath Union social media channels.

Appointments can be requested through our online booking form hosted by Microsoft Forms. The link to book is available at strathunion.com/support.

Advisers can at their discretion arrange appointments outside of the above times and are prepared where possible to see students in emergency situations as necessary. Emergencies are defined as where there is imminent threat or risk to a student's mental or physical safety such as due to risk of same-day homelessness, harm to self or others, or inability to access food on the same day.

Advice and support can be offered through a variety of channels: face to face (in the Advice Hub or upon explicit arrangement, elsewhere on campus or in a public location), by email, Microsoft Teams and Zoom, and by telephone to UK phone numbers.

3.1 FAIR ACCESS GUIDANCE

Appointments are arranged by request. Appointment information is gathered via Microsoft Forms and sent directly to the Advice Hub.

Strath Union also offer remote appointments via Microsoft Teams or Zoom as an alternative to face-to-face appointments. This option is to help accommodate those studying remotely or who have access requirements that limit their ability to attend in person.

When contacting us, you are required to agree to our terms and conditions of the service we offer as outlined in this document. We will make you aware of any external services that may be utilised in the advice process.

3.2 FAIR ALLOCATION OF TIME AND RESOURCES

Strathclyde Students' Union has over 30,000 members, therefore, to ensure fair access for all we may put in restrictions regarding the amount of time and resources that can be allocated to a single case.

Restrictions in access to our service can arise from:

- Excessive appointment bookings
- Excessive email communications
- Circumventing the booking system to speak with an adviser
- Excessive requests to review documentation
- Missed and inappropriate appointments
- Inappropriate requests
- Excessive appointment bookings

The Advice Hub ask that you do not book more than one standard appointment (of 30 minutes) at a time without agreement with your adviser. Multiple or extended bookings made without

agreement may result in cancellation. More information regarding the limits to our service provision is available in section 3.12.

3.3 ATTENDANCE AT UNIVERSITY OR EXTERNAL MEETINGS

Where possible and appropriate, Advisers are happy to attend meetings with you regarding academic, housing, or student funding and finance issues, or other University of Strathclyde-related meetings. However, this is strictly dependent on availability and may not able be possible due to demands on the service or Adviser capacity/availability.

Where necessary due to, for example, disability or additional support required to be able to attend the meeting, we will endeavour to help to either rearrange the meeting to allow us to attend or for a different Adviser to attend in the place of the primary one supporting your case.

3.4 EXCESSIVE EMAIL COMMUNICATIONS

Strathclyde Students' Union ask that you are responsible with email communications and do not excessively email your adviser or the Students' Union. In the first instance where we deem the emailing to be excessive, we will inform you of what we will consider excessive moving forward. This will be based on a number of factors including service demand, reasonable adjustments and case complexity.

3.5 CIRCUMVENTING THE BOOKING SYSTEM TO SPEAK WITH AN ADVISER

Strathclyde Students' Union operates on an appointment system and cannot guarantee that an adviser will be available should you ring the office or drop into the office without booking an appointment; we ask that you avoid doing this where possible. We acknowledge there are times this may be appropriate but where such actions become repeated or excessive we will inform you of what we will consider excessive moving forward, based on a number of factors including service demand, reasonable adjustments and case complexity.

3.6 EXCESSIVE REQUESTS TO REVIEW DOCUMENTATION

Strathclyde Students' Union ask that you are responsible when asking advisers to provide guidance, opinion, and feedback on any completion of forms/documentation/responses you would like us to review. Submitting the same item for guidance, opinion, or feedback repeatedly, particularly if there is little or no change between drafts, can become excessive. In the first instance where we deem the requests to be excessive, we will inform you of what we will consider excessive moving forward. This will be based on a number of factors including service demand, reasonable adjustments and case complexity.

3.7 MISSED AND INAPPROPRIATE APPOINTMENTS

You are responsible for your appointments by attending on time and bringing any relevant information. Missed and inappropriate appointments are any appointments where:

- You cancel an appointment less than 30 minutes prior to the scheduled start time without contacting us.
- You book appointments with multiple advisers regarding the same issue.
- You are more than 15 minutes late to an appointment without notice.
- You inform us of delays but there is less than 15 minutes remaining of your appointment.
- You book an appointment with no new information, questions, developments in your case, or additional materials for review.

• You book an appointment for support when we have already informed you that we are not the appropriate service to access for the issue you are raising.

Two or more missed or inappropriate appointments in the life of a case may be deemed unacceptable. In the first instance we will inform you that any further missed appointments may lead to restrictions in your access to the service or in some cases you may be withdrawn from using our service. We will consider exceptions based on a number of factors including service demand, reasonable adjustments and case complexity.

3.8 INAPPROPRIATE REQUESTS

Inappropriate requests include but are not limited to:

- Demands that staff undertake actions which we deem you to be able to take yourself.
- Repeated requests for assistance that exceeds the expertise of staff.
- Long term support demands that require substantial staff time which could have a detrimental impact on the ability of the service to provide an acceptable level of service to other students.

3.9 APPROPRIATE SPACES FOR ADVICE

Strathclyde Students' Union will try to help you to talk freely in a comfortable environment by conducting appointments in a private interview room. We can discuss appointments elsewhere on the Strathclyde University campus if this is an appropriate option. Additionally, we can hold appointments via telephone or Teams and Zoom or provide advice via email if you prefer.

3.10 REASONABLE ADJUSTMENTS

Strathclyde Students' Union will seek to make reasonable adjustments if you request them and inform us of any health issues or a disability. In the unlikely and unusual circumstance that we believe an adjustment is unreasonable, we will discuss this with you and explore alternative and more practical options. If you have any concerns regarding reasonable adjustments, please discuss this further with us.

3.11 AREAS OF ADVICE

Academic advice and University of Strathclyde policies and procedures, including but not limited to:

- Academic Appeals
- Complaints
- Academic Misconduct and other academic disciplinary matters
- Fitness to Practise
- Personal Circumstances
- Dignity and Respect
- Non-academic disciplinary matters
- Course transfers
- Withdrawing

Housing issues short of legal action and legal guidance, including but not limited to:

- Disrepair
- Support finding accommodation
- Housing and Property Chamber First Tier Tribunals

- Tenant rights and responsibilities
- Landlord responsibilities
- Contract/tenancy reviews
- Tenancy deposits
- Issues with flatmates

Finance and student funding, including but not limited to:

- SAAS funding
- Rest of UK funding (SFE, SFNI, SFW)
- University of Strathclyde scholarships and academic funds
- Tuition fees issues
- University of Strathclyde financial support funds, including Discretionary Fund, emergency aid loans, EU and International Student Fund, Housing Support Fund
- Strathclyde Students' Union financial support funds

3.12 LIMITS TO ADVICE PROVISION

The Advice Hub is a small team offering service to around 30,000 students at the University of Strathclyde. As such, at times it is necessary for us to implement restrictions in our provision to ensure that we can offer the same high standard of advice to everyone that requires it. We may be able to make exceptions to the below, for example due to disability or upon request from the University of Strathclyde, but the final decision on any exceptions lies solely with the Advice Manager.

The following limits to our service apply as standard:

- We will ask you to confirm an offered appointment within 24 hours. Where we don't hear from you within that timescale, we may offer the appointment to the next student waiting and offer you an alternative, later option instead.
- We are not able to attend Stage 1 academic misconduct hearings with students. We can advise on Stage 1 statements, process and procedure, and any follow-up resulting from an investigation. Stage 1 non-academic misconduct and Stage 2 academic and non-academic misconduct investigation are exempt from this restriction.
- We cannot offer advice on visas and immigration matters, legal matters beyond our usual advice provision detailed in Areas of Advice or that require specialist advice from a solicitor, or debt.
- We may be able to offer limited information or advice on employment, consumer, and health and wellbeing matters, but reserve the right to signpost you to other services that can offer specialist advice in these areas.
- In most cases, we are only able to review statements, applications and forms (such as misconduct statements, appeals forms, and Discretionary Fund applications) a maximum of once.

4. ADVICE HUB OPERATIONS

4.1 AFFILIATIONS

In order to carry out and further its work, the Advice Hub retains affiliations, memberships, or subscriptions to various organisations. These include:

- Advice UK
- National Association of Student Money Advisers (NASMA)
- National Union of Students (NUS Scotland)

4.2 FINANCIAL CONTROL

The Students' Union maintains a comprehensive financial policy which governs transactions made by the Advice Hub. The Union's accounts are externally audited yearly. Day to day control of the Advice Hub budget lies with the Advice Hub Manager who authorises payments in line with the agreed budget.

4.3 INSURANCE

The work of the Advice Hub is insured by our Professional Indemnity Insurance policy currently held with Advice UK Insurance Services to the sum of £1 million. We have incurred no professional indemnity claims in the last 5 years and there are no existing circumstances that may give rise to a PII claim.

4.4 RANGE, DEPTH & QUALITY OF ADVICE OFFERED

The subject areas covered by the service are conveyed on publicity materials and the Strath Union website.

Three levels of increasing depth in which a client may receive advice have been identified; these are not mutually exclusive. They are:

- **Signposting** where a client is referred to another organisation, service, department or individual, and details are provided of how to contact that referral.
- **Information** where information is provided to a client, but not interpreted or personalised based on their individual circumstances.
- **Advice** where information is given and interpreted or personalised based on the client's individual circumstances in order to provide them with options.

In some circumstances, an adviser may agree to take appropriate action on behalf of a student, but where possible we seek to empower a student to take action on their own behalf.

4.5 SERVICE ETHOS

If a query received by the Advice Hub does not fall under an area that we are able to advise on then we will aim to seek information on behalf of a client or, where appropriate and possible, signpost to an appropriate department, service, or organisation. Queries will be dealt with impartially and without judgement. Where possible advisers will indicate options to a client and encourage them to retain control of their own situations and lives, seeking to facilitate empowerment rather than reliance.

Where appropriate, the Advice Hub will make contact with third parties in order to seek information, enquire regarding a client's situation, or negotiate on their behalf. Client consent will always be required in writing for this via completion of the Client Agreement & Mandate Form. This consent will be recorded on the student's electronic casework file on Advice Pro.

Advisers will keep up to date and act within current legislation. They will also act promptly on any agreed course of action within the constraints of their workload.

4.6 EQUAL OPPORTUNITIES

Strath Union is actively committed to a policy of equality of opportunity in its activities, in employment practices, and in service provision for its members. Strath Union will not discriminate on grounds of sex, marital status, race or ethnicity, colour, nationality, disability, trade union activity, sexual orientation, age, language, gender identity, family responsibility, social-economic background, HIV/AIDS status, religious or political belief.

We are committed to equal opportunities for all individuals who use Strath Union services and access its premises, taking a proactive approach to equality, supporting and encouraging underrepresented groups and promoting an enjoyable, comfortable, inclusive and diverse culture which enhances the student experience.

Our full Equal Opportunities Policy is available on our website¹.

5. THE ADVICE HUB TEAM

5.1 TEAM STRUCTURE

The Advice Hub sits as part of the Student Engagement Team of the Students' Union, with Representation, Democracy, and Student Opportunities staff and activities led by the Head of Membership Services. The Advice Hub is managed by the Advice Hub Manager, Holly Shaw. The Advice Hub Manager's responsibilities include management responsibility for the long-term development of the Advice Hub, support with complex and high-level advice work, and directly line managing Advice Hub advisers. In the absence of the Advice Hub Manager, direct responsibility for the service will fall to the Head of Membership, Leo Howes.

5.2 EXECUTIVE OFFICERS

Strathclyde Students' Union's President and Vice President (Welfare) are strategically responsible for the advice service along with the staff members named above. They are the democratically elected Officers who lead the development of the service and are accountable to students for the provision of high quality and impactful advice. They are not professional caseworkers and cannot provide formal advice to students under the auspices of their role. They don't know any details about a student's case except in situations where they are making a referral to the Advice Hub and the student has disclosed details to them or where they are involved in a Fitness to Practice panel, Disciplinary panel, or funding support appeal panel.

Additionally, they are responsible for:

- Sitting as panel members to represent the wider student voice on Senate Discipline hearings.
- Leading on campaigns related to student wellbeing and welfare, including University policy, fees, mental health, and many more.
- Representation of Strathclyde students on key University committees.
- Representation of Strathclyde students to the University of Strathclyde on wellbeing and welfare matters and policies and procedures.

¹ <u>https://www.strathunion.com/pageassets/union/governance/policy/Equal-Opportunities-Policy.pdf</u>

5.3 Advice Hub Staff

The Advice Hub is currently staffed by a manager and three advisers:

- Holly Shaw Advice Hub Manager
- Jodie Waite Adviser (Housing and Funding and Finance)
- Erin Ross Adviser (Generalist)
- Willow Riddell Adviser (Generalist)

6. STAFF MANAGEMENT

6.1 INDUCTION

All new permanent advisers are subject to a six-month probationary period during which time their work is subject to a greater level of supervision. A new adviser will initially shadow client appointments with other advisers before taking on client cases themselves. The Advice Hub Manager will evaluate when a new adviser can begin work directly with clients. At this stage, the new adviser's work will be reviewed to ensure appropriateness of advice, high level of service, and in order to identify any training requirements.

6.2 ONE TO ONES

All staff should have regular one-to-one meetings with the Advice Hub Manager (or Head of Membership Services in their absence); these will be scheduled in advance. The meetings will be informal to allow for open discussion, but a note of any salient points or points of action will be recorded and held on the staff member's HR file.

New permanent advisers will complete a six-month probationary review meeting. This will be an opportunity for the staff member and Advice Hub Manager to review achievements, progress, identify any concerns, and set future goals. The adviser will be made aware during that meeting if they have passed their probation. If an extension to probation is required, then this will be agreed between the Advice Hub Manager and the HR Coordinator.

6.3 TRAINING AND CONTINUING PROFESSIONAL DEVELOPMENT

The Advice Hub has a dedicated budget for staff training and professional events to recognise the need for Continuing Professional Development. Agreed training needs are identified in monthly one-to-ones and are designed to meet both the individual's needs as well as longterm needs for the service. It will be the responsibility of the adviser and the Advice Hub Manager to identify and highlight opportunities for training and development. CPD hours will be recorded on the staff member's HR file.

6.4 SUPERVISION

The Advice Hub Manager is the designated supervisor for the Advice Hub. The Advice Hub is based on the 1st floor of the Students' Union with the supervisor based in the same building; they are available to staff most working hours with the exception of periods clearly marked on a shared calendar. Should an adviser need the Advice Hub Manager's input they should advise the client that they need to clarify matters and raise these with the Advice Hub Manager at the earliest opportunity.

Matters not relating to advice can be referred through the Union's line management structure, there in the Advice Manager's absence via the Senior Management team including the Head of Membership Services and the Chief Executive Officer. Supervising and mentoring can be

fulfilled in many ways and styles and the Advice Hub Manager shall be flexible in their approach to ensure that supervision meets the individual's needs and the needs of the service.

7. MAINTAINING PROFESSIONAL KNOWLEDGE

All staff receive job descriptions and person specifications that detail their tasks and responsibilities. These include requirements to maintain and enhance their professional knowledge and ensure clients are given accurate and up to date information. Staff should therefore familiarise themselves with available opportunities and resources for maintaining professional knowledge.

7.1 REFERENCE BOOKS & MATERIALS

Every effort will be made to renew existing text and resources, particularly those relating to current legislation or practice in line with publication. Requests for any materials should be made to the Advice Hub Manager who will have responsibility to allocate budget accordingly.

7.2 DIGITAL RESOURCES

Information is often disseminated through email discussion groups (e.g., NASMA) or via online groups such as those hosted on NUS Workplace (e.g. the NUS Advice Caseworkers in Students' Unions group). Advisers should disseminate any relevant content or discuss with colleagues where appropriate.

7.3 NETWORKING & MEETINGS

If staff have attended meetings, conference, training, or events they should disseminate or discuss useful information with colleagues where appropriate; where useful this may involve staff delivering workshop sessions to ensure that all staff are kept up to date.

A named adviser will attend meetings of relevant organisations which the Advice Hub maintains membership of including NASMA.

8. THE ADVICE PROCESS

8.1 STUDENT ENQUIRY INFORMATION

With the exception of very brief, simple enquiries all students attending the service will be asked to provide basic information related to their enquiry. This is used to triage clients to the most appropriate adviser to handle their enquiry and to collate basic contact and demographic information which will be recorded on Advice Pro as part of their casefile. This form contains mention of our privacy statement and confidentiality policy and students are asked to confirm to the sharing of their data in line with the Privacy Statement. This is required for statistical purposes and for Data Protection purposes. The form also collects voluntary demographic data. Our full Privacy Statement and Confidentiality Policies are made available to the client upon completion of this form (or at any other stage upon request).

8.2 CLIENT MANDATES & THIRD-PARTY MANDATES

Where it becomes apparent that it will be beneficial to the advice process for an adviser to make contact with another department or organisation on behalf of a student, they will ask the student to complete a client mandate form. This lays out the client's permission for the Advice Hub to act on their behalf on the noted matter only. This form will be scanned and recorded on their digital case file and the paper copy destroyed (or e-mail version deleted if received in this format instead).

Where the Advice Hub is contacted by a third party, e.g., a friend or family member, seeking advice on behalf of a student of the University of Strathclyde, the student in question will be asked to complete a Third Party Mandate form to be submitted in person by the student or by e-mail from their University e-mail address in order for their identity and permission to share information with a named third party to be verified. This will also be recorded on their digital case file.

8.3 CASE RECORDING

All case files must be accurate and up to date and it must be clear in the notes what stage the case is at and what action is being taken or is required by both client and/or adviser. Outlined below is the procedure for the recording of case file notes of all clients (with the exception of anonymous enquiries which are recorded as one 'Anonymous' client):

- 1. Clients should complete the line enquiry form at the earliest opportunity. Exceptions to this are if a student asks a quick, one-off question that can be answered without further information gathering.
- 2. All data collected from the form should be added to Advice Pro in order to create a new client record. It is the responsibility of the individual adviser to make sure that all key information is recorded accurately.
- 3. Where a client has previously used the Advice Hub a new 'case' or 'enquiry' should be created, though not all client data needs to be re-inputted; however, the adviser should verify the accuracy of previous information gathered including contact details.
- 4. Case notes should be recorded on their file at the earliest opportunity, with care taken to record the date and time of notes accurately to ensure logical order to the case file.
- 5. Cases and enquiries should be reviewed regularly and closed at the earliest opportunity upon their conclusion.
- 6. Where there has been no contact from a client after two months, follow up should be made by the most appropriate contact method. If no reply is received within another month, the case will be concluded.
- 7. An outcome should be recorded in the 'case outcomes' section of the case.

Cases will be deemed to be closed when there is no more action to be carried out or advice to be given, the case has been referred to another service, access to the service has been withdrawn (see Withdrawal of Service policy), no contact has been received within twelve weeks and despite reasonable attempts to make contact, all possible options have been explored and nothing more can reasonably be done, or upon completion of appropriate and relevant action following a student's graduation from the University of Strathclyde.

8.4 CASE MANAGEMENT & STORAGE

All case files are free to view by clients they are pertaining to (provided that this does not compromise another person) or by other Advice Hub staff. Advisers therefore should ensure that they manage their own casefiles appropriately and refrain from making subjective or judgemental comments in recording notes. Notes should be an accurate reflection of conversations had or action taken.

Where an adviser has concerns about their caseload or it becomes unmanageable, the Advice Hub Manager should be informed immediately if urgent or during the next scheduled one-to-one meeting.

Cases are stored using a secure online database software called Advice Pro. Each adviser has their own username and password. Cases will be stored for no longer than is legitimately

reasonable and will be automatically deleted from the system after six years of the case closure.

All physical paperwork and notes relating to a case that have not yet been recorded on the casefile will be kept in a locked office accessible only by an individual adviser and the Advice Hub Manager. Paperwork should not be left unlocked and unsupervised at any time and should be destroyed immediately upon recording of the information on the digital casefile.

8.5 CASE DOCUMENTS & FILES

Relevant documentation relating to a student's case will be scanned and stored on Advice Pro, linked to their case. All emails sent and received in relation to the case will also be stored.

8.6 SHORT & ANONYMOUS ENQUIRIES

Short and anonymous enquiries do not require recording as a full case. Where a student's name is known, their details should be recorded, and an 'enquiry' entry linked to their client file. This should detail briefly the nature of the enquiry and the information or advice given and can then be closed immediately. Where a student's name is not known (due to it not being disclosed or the brevity of the enquiry), the enquiry should be recorded under the 'Anonymous Enquiry' client and the most relevant matter type, e.g. academic or financial, etc. Care should be taken to record these enquiries in order to ensure the accuracy of statistical information gathered about the service.

8.7 COST WARNINGS

Where a client may become liable for any costs incurred by another party, they must be warned of this, it must be recorded on the case file and confirmed to the client in writing.

8.8 WRITTEN CONFIRMATION OF ADVICE

Written confirmation of complex or detailed advice – or any advice given upon request from the client – is an integral part of the advice process. The client has a right to consider the advice and their options at their leisure and may not be able to retain complex advice during an appointment or phone call. It confirms the advice given and provides evidence against claims of inadequate advice. Where possible the Advice Hub will provide advice that is specific to an individual client (rather than simply information) in writing.

Where action is to be taken by either party, the written confirmation of advice should include the intended course of action and any relevant timescales. Any changes to the proposed course of action should also be confirmed in writing.

8.9 Key Dates

Key dates are deadlines which may be observed by the Advice Hub and client in the progression of a case. This may be the date of a hearing or an appeal deadline, for example.

Advisers should familiarise themselves with potential key dates at the outset of a case in order to support a student with meeting them, but clients remain responsible for providing information or documentation in a timely manner. Key dates and the implications of missing them should be communicated clearly to the client.

Key dates should be recorded in the case file with any future tasks and action highlighted to ensure that colleagues are aware of them if an adviser is away from the office.

If a case needs to be referred to another agency, where possible the adviser must make reasonable steps to ensure that the referral is made in sufficient time to enable the agency to take necessary action before any deadlines.

8.10 KEEPING CLIENTS INFORMED

It is the responsibility of the adviser to ensure that the client is kept informed of the progress on their case if casework is being undertaken on their behalf. The client should be informed of a timescale and if this overruns the adviser should inform the client as soon as possible.

Written correspondence received should either be forwarded to the client or time arranged with them to go through the contents. Where advisers are speaking with third parties by telephone or face-to-face, they should ensure that any proposed course of action needs to be agreed with the client to ensure that informed consent continues.

Advisers should review cases at regular intervals and ask clients for regular updates where contact has not been made.

8.11 CONFIDENTIALITY

The Advice Hub is committed to confidentiality and has a strict policy found in appendix 2 of this manual. The policy covers both the conduct of the interview and advice process and the recording of cases and enquiries. Failure to adhere to this policy can be considered as a disciplinary matter.

8.12 CONFLICT OF INTEREST

The Advice Hub cannot knowingly advise both parties in a dispute that is likely to result in a conflict of interest which could jeopardise confidentiality and the best interests of the clients. Where an adviser becomes aware of a potential conflict of interest, they should discuss this with the Advice Hub Manager. Where necessary a client will be referred to another appropriate agency to provide support and advice in order to avoid a conflict of interest.

8.13 LIMITS OF ADVICE KNOWLEDGE

The ability to recognise one's own limitations is integral to a quality advice service. Where an adviser recognises that a case may be beyond their current expertise, knowledge or workload they must make the client aware and seek advice from the Advice Hub Manager. Initially the Advice Hub Manager will evaluate whether the case can be dealt with by another adviser. The sharing of skills through mentoring and shadowing is an important part of staff development and will be encouraged.

Where the case or enquiry cannot be dealt with internally the client will be signposted or referred to another appropriate agency where possible.

8.14 WITHDRAWAL OF SERVICE

In extreme circumstances and as a last resort the Advice Hub may withdraw access to the service from a student. In such circumstances where possible, the service will signpost the student to alternative sources of advice and support.

Examples of when access to the service may be withdrawn temporarily or permanently include:

• If by advising a client, the Union would be putting itself in a position where it is conflicted because of ongoing complaint investigations by the Union. If a student wishes to make

a complaint about the Union, then the Advice Hub would endeavour to signpost them to an alternative organisation for advice.

- If a client uses violent, inappropriate or threatening behaviour against staff.
- If a client repeatedly fails to attend appointments, ignores advice on a matter, or continues to pursue a course of action against the advice of advisers.
- If a client is thought to have deliberately misled or provided inaccurate information.
- If a client is thought to require excessive, long-term, or continuous support to the extent that it would have a detrimental effect on other clients.
- If a client requests collusion with fraudulent or illegal activity.
- If the Advice Hub becomes aware that a client is receiving legal advice on the same matter.

If it is apparent that all avenues have been explored over the course of the advice process and the Advice Hub does not feel that it can continue to advise on a matter, then a client will be informed of this and the case closed. However, that client will be welcome to attend for advice or information in the future in relation to another issue.

If an adviser, following discussion and agreement with the Advice Hub Manager, wishes to withdraw service from a client, then the student will be informed in writing of this decision and the reasons for it. If they wish to challenge this decision, then they will be directed towards the Union's Complaints Handling Procedure to raise the matter formally for resolution.

8.15 FILE REVIEWS

Once a month all advisers will have one case randomly selected for review for quality assurance purposes. The Advice Hub Manager will select these at random from a report of cases opened that month on Advice Pro. Each review will focus ideally on a different subject area than the previous one. This peer review will assist in the sharing of good practice and enhancing of the advice experience for clients.

8.16 ACCURATE RESOURCES

Advice Hub staff should check information and resources at least once per semester to ensure that these are up to date and remain accurate. Anything which is no longer accurate should be removed from display and where an updated version is available these should be ordered/printed promptly.

8.17 COMPLAINTS

Strath Union is committed to the provision of quality services and operates a comprehensive complaints procedure. All complaints and their resolution are recorded centrally. More information on the complaints procedure can be found on the Strath Union website.

Initial expressions of dissatisfaction with the Advice Hub that are not raised through the complaints procedure are referred to the Advice Hub Manager who shall attempt to resolve the matter informally.

APPENDIX 1: CONFIDENTIALITY POLICY

This policy was adopted: September 2016

Reviewed: January 2025

MANAGING THE CONFIDENTIALITY POLICY

Strathclyde Students' Union Advice Hub is committed to providing a confidential service to its clients.

This policy will be reviewed annually and any amendments agreed by the Executive Officers. Copies will be available on request. Advice Hub staff will be responsible for ensuring the current policy is held on the shared drive and for the destruction of previous copies.

CONDUCT OF THE ADVICE PROCESS

- Advice Hub employees will not confirm a client's attendance to the service to a third party without their expressed consent to do so. Additionally, no details of any matter you discuss with our will be released to any third party, excluding the detailed exceptions below.
- 2. Clients will be offered a confidential interview space online or in person.
- 3. Advice Hub employees may discuss cases between themselves but will ensure that no discussions which could identify clients of the service take place outside of the service or its staff. All statistical recording shall be anonymous.
- 4. Case files including case notes, copies of correspondence and calculation sheets will be held in lockable offices or password protected computer drives. We maintain case notes and information on Advice Pro, a secure online casework recording system.
- 5. Documentation will be kept in a secure archive for a maximum of six years after which time it will be destroyed using appropriate confidential waste procedures in line with data protection legislation.
- 6. Staff will clarify with clients their preferences in terms of contact and will record on the case file where clients have indicated that certain forms of contact are insecure or unacceptable.
- 7. When leaving voice messages for clients, staff will not identify themselves as working for an advice service.
- 8. Where clients request that no contact be made with certain parties this will be recorded and adhered to.

BREACHING CONFIDENTIALITY

Where it becomes apparent that the client is committing or has committed crime the adviser will warn the client of the implications of their actions, bring the interview to an end, and refuse to give further advice on this matter. If such a situation arises, it must be treated with utmost seriousness and consultation with Strath Union Senior Management will be sought at the earliest opportunity.

The Advice Hub understands confidentiality to mean that no information regarding a client shall be given directly or indirectly to a third party without the client's expressed consent except in the following cases:

1. Conflict of Interest

Where the Advice Hub identifies a potential conflict of interest which necessitates informing one party that we can no longer act on their behalf this may draw attention to the fact that we are already acting on behalf of another party. In these circumstances the compromised party will be informed of the breach and no further action will be disclosed.

- 2. Where required to by Act of Parliament.
- 3. Where required to by order of a Court of Law.
- 4. Where an adviser believes there to be a substantial threat to life, either of the client or another person (see Safeguarding Policy).

Where an adviser believes that there may be a need to breach confidentiality deliberately, they should inform the client then raise the matter with the Advice Hub Manager. In their absence, the matter should be raised with the Head of Student Engagement or another member of Strath Union's Senior Management Team.

The Advice Hub Manager will explore the issues with the adviser and decide on whether confidentiality should be breached. A written record of the discussion and decision will be placed on the case file.

Where the decision is to breach confidentiality, a full briefing will be referred to either the Strath Union President or Vice President Welfare and the Chief Executive Officer for information.

AWARENESS OF POLICY

All members of staff at Strath Union Advice Hub will be made aware of this policy through their induction and training.

All Union employees or Executive Officers who may encounter confidential information will be required to be aware of the policy. This policy will be available in all Advice Hub staff offices and on the Strath Union website.

APPENDIX 2: PRIVACY STATEMENT

This policy was adopted: May 2018

Reviewed: January 2025

INTRODUCTION

The Advice Hub ("we, us, our") of Strathclyde Students' Union takes your data protection and rights in relation to this very seriously. We have written this document to make things as clear as we can, if you have any questions about your privacy in relation to getting support* from the Advice Hub then please contact us directly.

The Advice Hub privacy statement should be read in conjunction with <u>Strath Union's privacy</u> <u>statement.</u>

We are a non-judgemental and confidential service. We are committed to treating your information with respect and ensuring our processing complies with the conditions set out in data protection legislation.

Data protection in the UK is overseen by the Information Commissioner's Office and the main legislation that underpins it is the EU General Data Protection Regulations (2014) (GDPR).

*Support can mean: representation, information, advice etc. and should be read as such through the rest of this document.

THE INFORMATION WE COLLECT

When you contact us, we ask you to provide us with the following information:

- Name and student number we ask for this information so that we can work with you and verify that you are a Strathclyde student. This also allows us to link any ongoing contact you have with us to the correct person.
- **Contact details** we require contact details to follow up with you with information and advice.
- **Course information and fee status** we collect this information to ensure that we can provide accurate and appropriate advice according to your circumstances.
- Enquiry details we ask you to give us details of your enquiry so that we can provide you with relevant information and advice.

SPECIAL CATEGORY DATA

We may ask you to fill out a form when you approach us for support. This asks a range of demographic questions as well as your basic details. Some of this demographic data is considered special category[#] data under the law. Because of this we need to get your direct consent to process^ this data.

It is up to you whether you share any special category data with us. We recognise that you may choose to share sensitive data with us if it is relevant to your enquiry. We may also ask you to provide special category data where this is relevant to your enquiry. Out staff will only ask for this information when necessary and in order to provide you with advice and support.

Strathclyde Students' Union is a distinct organisation from the University of Strathclyde and as such retains sole responsibility for our use of personal data. For enquiries regarding data held by the University of Strathclyde please contact the Data Protection team.

^processing data includes: collecting, recording, storing etc.

[#]Special category data is anything related to your ethnic origin, religion, health (including disability), sexual orientation, etc.

HOW WE COLLECT YOUR DATA

We collect data about you in three ways:

- Directly from you
- Directly from a person/third party you have given consent to share information with us
- Indirectly from your Pegasus record. We have a data sharing agreement with the University to access certain details about Students' Union members on Pegasus. This includes your student number, name, term time address, student email, gender, whether or not you are a mature student, course details, and curriculum history. We only use this data for the purposes of providing our service to students.

REFERRALS

We may receive information about you if a third party makes a referral to our service. They may provide your details and ask us to provide you with advice or support. If we receive a referral, we will contact you to offer our service. We will record the referrer's details, details of the referral, the information provided about you and the contact we make with you.

HOW WE USE YOUR DATA

We collect and record your personal information, details of your enquiry and any advice given. We keep a record of any ongoing contact we have with you. We do this to ensure that we are giving accurate and appropriate advice and so that we can offer ongoing support with your case. We maintain records for quality and statistical purposes.

We will process your information when we send emails to you. This includes where you have contacted us directly by email, requested email advice, or we are using email to provide you with ongoing advice.

The Advice Hub will never use your data for direct marketing purposes.

SERVICE DEVELOPMENT, CAMPAIGNS AND POLICY WORK

We process your data is for monitoring and statistical purposes. At this point any demographic data is anonymised, so you can't be directly identified from it. We then use this to look at trends/patterns so that we can focus our work on helping students in the best possible way.

We may use your data for statistical purposes to support our organisational development, campaigns and policy work. This includes monitoring who is using our service to help the Advice Hub improve. The statistical data and reports we produce do not identify you.

OUR LEGAL BASIS TO PROCESS YOUR DATA

Under the UK General Data Protection Regulation, the lawful bases we rely on for processing your data are:

- **Consent** in specific situations we will ask for your consent to process your data. For example, if we would like to help you access another service or are making an enquiry with a third party on your behalf.
- We have a legal obligation in certain circumstances we may have a legal obligation to process your data. This will apply in exceptional circumstances where we may be required by law to pass on or disclose information about you.
- Legitimate interest legitimate interest is the main basis that the Advice Hub relies on to process your data. This means that we feel you would reasonably expect us to process your data when you approach us for support. The processing we carry out enables us to provide you with an advice service. We use your information in a way that might reasonably be expected in order to deliver our service. We ensure your data is treated with respect and kept safe and secure.

SHARING YOUR DATA AND DISCLOSURE TO OTHERS

In general, we will not share your information outside of the Advice Hub without your direct consent. However, there are some instances where we have a statutory obligation to share your data. These are instances that are set out in Acts of Parliament or by a Court of Law. They include criminal and terrorist activity, adult and child protection concerns, conflict of interest, or if we believe there is a substantial threat to life/harm of you or another person. You can read more details about this in our Confidentiality Policy.

HOW WE STORE YOUR INFORMATION

We process your data for our own records; it is stored electronically externally to the Union and the University servers.

Contact form

If you are contacting us via the contact form (hosted by Microsoft Forms) on our website, the information you provide is automatically sent to our Advice Hub mailbox and is also stored on Microsoft 365. It will be transferred to our securely encrypted case recording system. Only staff involved in the running of the Advice Hub have access to this information.

Case records

When you contact us, we will set up a confidential case record for you. The case recording software that we use is Advice Pro and this system is encrypted. Your case record is only accessible to staff involved in running the Advice Hub. Records are stored for 6 years after the date on which we close your case. After this time all records are automatically deleted, retaining only anonymised statistical information.

Emails

Emails received from you and the replies sent to you will be kept in folders in the Advice Hub mailbox for a period of twelve months. Your emails are only accessible to staff involved in running the Advice Hub. After twelve months, emails will be deleted from the email account. Email correspondence between you and the Advice Hub is also stored on your case record on our encrypted case recording system.

YOUR DATA RIGHTS

Under data protection law, you have rights that include:

- Your right of access you have the right to ask us for copies of your personal information. The Advice Hub will provide copies of your case records free of charge within one month of the request. You will be asked for ID before the information is given to you.
- Your right to rectification you have the right to ask us to correct personal information you think is inaccurate or to complete information you think is incomplete.
- Your right to restriction of processing you have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing you have the right to object to the processing of your personal information in certain circumstances.

Requests can be submitted by email for the attention of the Advice Manager at <u>strathunion.advice@strath.ac.uk</u> or in writing to:

Advice Manager Strathclyde Students' Union 51 Richmond Street Glasgow G1 1XU

Please provide the reasons for your request. There is no charge for exercising your rights. If you make a request we have one month to respond to you.

How to Contact Us

If you have any questions about privacy and confidentiality, please get in touch:

- The Advice Hub strathunion.advice@strath.ac.uk
- Chief Executive Officer of Strath Union and Data Protection Officer morna.simpkins@strath.ac.uk

For information controlled by the University of Strathclyde please contact:

Data Protection Officer – <u>dataprotection@strath.ac.uk</u>

For more information on your data protection rights, please visit the Information Commissioner's Office <u>website</u>.

APPENDIX 3: SAFEGUARDING POLICY

This policy was adopted: March 2021

Reviewed: January 2025

INTRODUCTION

The following outlines our service's responsibilities where there are concerns that you are at risk of harming yourself of others, including how those responsibilities interact with other aspects of the service, such as confidentiality.

SELF-HARM AND RISK OF SUICIDE

There is no legal duty upon an adviser to report any suspicions or direct reports of clients who declare an intention to end their life by suicide or self-harm. However, there are several compelling reasons why it may be necessary to do so which must be balanced against the primary need for confidentiality.

If a situation arises where a client informs an adviser of serious self-harm or the intention to do so, or intent to end their life, the adviser will:

- Explain to the client that they'll discuss this with the Advice Manager and that confidentiality might be breached. The client should also be told that the issue may be reported externally to the University of Strathclyde or emergency situations depending on the immediacy of the risk.
 - Where the Advice Manager is informed by a client of serious self-harm or intent to end their life, they will discuss with an alternative appropriate member of Strathclyde Students' Union's Senior Management Team (SMT).
 - The Advice Manager in consultation with the SMT if necessary will decide whether a breach is appropriate.
 - The Advice Manager will consider if any further actions are required on a caseby-case basis and may consult Advice UK, or the service's insurers.
- Try to find out whether the client has any dependents or intends to self-harm in a way that is hazardous to others.
- Treat this issue as an enquiry and provide the client with information about the range of available support for those at risk of self-harm/suicide.
- Ask the client if there is a friend or family member who is already aware of the risk of harm or someone who they feel they could trust with this knowledge.

This process allows Strath Union to maintain an appropriate balance between client care and confidentiality standards, as well as assuring key stakeholders that sensitive issues are being properly managed.

SUSPECTED CHILD ABUSE

Clients need to be confident that the Advice Hub is confidential and that they can trust us not to divulge personal information to third parties unnecessarily. This enables those who have concerns about a child or who are being abused to feel that they can approach the service for help.

There is no legal duty to report suspicions or allegations of abuse against a child in Scotland. However, the national guidance for child protection emphasises collective responsibility to protect children and an adviser may feel that it is necessary to breach confidentiality in order to protect the client or someone else. While an adviser may have reason to believe that a child is at risk of abuse or is being abused, they are not experts in this area and are not in an appropriate position to judge this. Therefore, we have procedures for decision making about a breach of confidentiality when child abuse is alleged or suspected.

When information is disclosed to the adviser that raises suspicions or concerns about a child being abused or at risk of being abused, the adviser will:

- Take careful notes of what is said. They will not ask any questions which seem to be leading.
- Record only the facts, preferably in the words and language used by the client.
- Explain to the client that they will discussed this with the Advice Manager and that confidentiality might be breached. The client should also be told that the issue may be reported externally to appropriate services such as the NSPCC, the Police, or local authority Social Work Services.
 - Where the Advice Manager is informed by a client of such situations, the will discuss with an appropriate member of Strath Union's Senior Management Team.
 - The Advice Manager in consultation with the SMT if required will decide whether a breach of confidentiality is appropriate.
 - The Advice Manager will consider if any further actions are required on a caseby-case basis and may consult Advice UK, the University of Strathclyde, or insurers.
- Encourage the client to report the matter to the local authority or the Police, the NSPCC, or another specialist organisation.

If the client indicates that they are willing to contact another organisation, the adviser will offer the client use of a private interview room where they can call the appropriate authorities.

In cases where the client does not wish to contact the appropriate authorities, the Advice Manager will consider whether a breach of confidentiality is appropriate and may consult the SMT or a relevant independent charity or other organisation with expertise in this area for advice.

We recognise that reporting any possible cases of abuse will in many cases result in that organisation taking action. The Police and local authority both have a legal responsibility and duty to follow up any complaint or concern expressed about a child. The NSPCC does not have a statutory responsibility to take action but has a duty under its Royal Charter.

Strath Union must not conduct any form of independent investigation. This matter is complex and the seriousness of it must be balanced against the need to ensure a suitably professional standard of confidentiality. The procedure will use external professional experts when Strath Union may not be in possession of the full facts. This process provides security that the allegations are being correctly administered as well as demonstrating to stakeholders that we are committed to ensuring child welfare without unnecessarily compromising confidentiality standards.

HANDLING CRIMINAL ISSUES POLICY

A member of staff may become aware, or suspect, that a client has been involved or may become involved in a criminal activity. No criminal offence is committed by someone who fails to pass on knowledge of a crime unless they do so for some form of reward or if the crime could be construed as an Act of Terrorism.

If such a situation arises it is treated with the utmost seriousness and the Advice Manager or Chief Executive Officer (or another appropriate member of the SMT in the absence of the above) must be consulted with immediately. Advisers must not make a decision to breach confidentiality without the support of a member of the SMT.

There may be times when immediate requests or demands for information are received from external agencies such as the Police. These may include the issue of a search warrant or the issue of a witness summons. Whether it is correct to release information will depend upon the circumstances of the case and whether the service is protected by legal professional privilege.

The opinion of our solicitors at the time will be sought, as a matter of urgency, and these communications will not be viewed as a breach of confidentiality.

SOCIAL SECURITY FRAUD

Whilst advising a client it may become apparent that they have committed fraud by making or assisting fraudulent claims and/or failing to notify the relevant authority of any material changes in circumstances. Practical examples that may be presented include claiming benefits that clients aren't eligible for, by presenting themselves as not in full-time study, or by not declaring all income. The adviser would ostensibly breach confidentiality if they informed anyone about the client committing fraud.

The client must be informed about the possible consequences of their actions. This should be confirmed in writing by sending a letter or e-mail to the client after an interview, whether in person or not, and a record of this must be kept on the case file.

We cannot assist a client who is committing, or has committed, fraud and then needs assistance that would involve us knowingly to allow fraud to continue. We couldn't, for example, assist a client who has been fraudulently claiming housing benefit to make an application to University-run funds until the housing benefit claim has stopped. We can continue to assist with other matters, however, such as academic queries.

Several pieces of legislation convey wide and extensive powers on Social Security Inspectors to make enquiries and inspect documents including, theoretically, case files of advice services. Historically, these powers have not been used against advice services, however, if they are used to attempt to access our advice records, then the adviser should inform the Advice Manager or Chief Executive Officer (or another appropriate member of the SMT) who will consult with Advice UK, or the insurer, and Strath Union's solicitors.

TERRORISM

If a member of staff believes that a client has given information relating to an act of or potential act of terrorism they must discuss this with Advice Manger who will consult with the Chief Executive Officer, Strath Union's solicitors and Advice UK, or our insurer.

The Terrorism Act (2000) makes it a criminal offence for a person to withhold information or fail to act without reasonable justification to disclose. It should be noted that this obligation is placed upon the individual adviser, not Strath Union, but an adviser may seek to rely upon a specific defence that they were following service policies. It will be considered potential gross misconduct if any adviser fails to consult with the Advice Manager or another member of the SMT at the earliest opportunity if they have reasonable cause to believe they have information related to an act of or potential act of terrorism.

POLICE VISITS

Case files are not open to police inspection and there is generally no legal duty for staff to give information to the police. Police will be informed about our Confidentiality Policy and it should be explained that, under this policy, they are unable to answer any questions about clients. The Advice Manager or another member of the SMT will be informed if the Police contact Strath Union. The above will be informed as soon as possible if the Police contact Strath Union for information about a client or for any other reason.

If an adviser is asked to discuss a client with the Police, provide a witness statement, or receive a summons they must immediately report the matter to their line manager. Strath Union will immediately seek legal advice on the matter; the default position, however, will be that the information and documents are covered by legal professional privilege as is the communications between Strath Union and our solicitors. As the privilege belongs to the client rather than the service, they can authorise disclosure but accurate and specific records of their consent must be kept within the case file.

APPENDIX 4: SIGNPOSTING & REFERRALS POLICY

This policy was adopted: August 2019

Reviewed: January 2025

MANAGING THE SIGNPOSTING AND REFERRALS POLICY

Strath Union Advice Hub will ensure that in cases where they cannot act for a client, they will signpost this person or actively refer them to an appropriate organisation. This will be done in consultation and agreement with the client.

This policy will be reviewed annually and the Advice Hub Manager will be responsible for ensuring that the current policy is held in the shared drive.

WHERE SIGNPOSTING OR REFERRAL MIGHT OCCUR

- The client is not a current, prospective, or recently graduated member of the University of Strathclyde.
- If the Advice Hub does not have expertise or authority in a specific area or if the scope of the case reaches beyond its collective expertise.
- If there is a potential conflict of interest.
- Where there is another organisation more suitable to help the client, e.g. due to access needs, specialist support requirements, or opening times.
- If the Advice Hub cannot take on any further casework due to capacity or time limits.

SIGNPOSTING PROCEDURE

Signposting is where an adviser identifies an appropriate provider with the client for a service. The client rather than the adviser then contacts the provider. An appropriate provider may be offered from our 'Useful Contacts list' which is reviewed annually.

Where we signpost any client to another provider we will provide the client with details such as opening hours, location, contact details, and the type of service offered by that provider unless the client indicates that they would prefer to source this information themselves.

REFERRAL PROCEDURE

Referral is the process by which an adviser will contact a selected provider to arrange an appointment and provides the selected provider with appropriate information with consent from the client. A referral takes places when all or part of the case is passed on to another person or organisation who then takes over responsibility for continuing all or part of the case from then on.

An appropriate provider may be offered from our 'Useful Contacts list' which is reviewed annually.

If a referral is made, it must be made clear to the client that any relevant information disclosed to the Advice Hub may be passed to the referral organisation. The client should be made fully aware of any potential costs they may incur from the other agency. It should be made clear that the client can return to the Advice Hub if there are any problem and that any such feedback or problems will be recorded by us.

Details of the referral will be logged on the client's case file on Advice Pro. This will detail the date, subject matter, and organisation or person they were referred to. Where no agency is identified this will also be recorded.

UPDATING THE USEFUL CONTACTS LIST

The Advice Hub Manager will confirm the details and service provisions on an annual basis.

APPENDIX 5: CONFLICT OF INTEREST POLICY

This policy was adopted: August 2019

Reviewed: January 2025

MANAGING THE CONFLICT OF INTEREST POLICY

An adviser at Strath Union Advice Hub cannot knowingly advice both parties in a dispute that is likely to result in a conflict of interest which could jeopardise confidentiality and the best interests of the clients. It is therefore important to identify a nd handle a conflict of interest so that the advice we give remains confidential, independent and impartial so that confident in the service is upheld.

This policy will be reviewed annually by the Advice Hub Manager.

CONFLICTS OF INTEREST

Certain cases may give rise to a conflict of interest; typically, this will be where there is involvement of multiple parties. Examples of where a conflict of interest may arise include:

- Disputes between two or more legal 'sides', for example a landlord/tenant or employer/employee.
- Disputes between two or more members of the student body, for example in cases related to complaints, disciplinary action, joint tenancies, unacceptable academic practice.
- Matters involving the Students' Union, its premises, staff, elected officers or activities, including complaints or discipline matters.
- Where the adviser is or becomes aware that the client is knowingly giving misinformation to the Advice Hub.

IDENTIFYING AND DEALING WITH A CONFLICT OF INTEREST

If an adviser becomes aware that they are 'conflicted' when dealing with a client who presents to the service, they should notify the Advice Hub Manager who will make alternative arrangements for the client.

In regard to the examples above:

- The Advice Hub provides advice to landlords and tenants where are they are students of the University of Strathclyde. Where both parties present for advice, different advisers will be appointed to manage each case.
- The Advice Hub provides information for employees but cannot provide information or advice to employers.
- Where disputes arise between two students, a different adviser will work with each student with clear instructions provided to the student that they should only discuss their case with that adviser or the Advice Hub Manager in their absence.
- Where the Union is a party involved in a case, it will be explained to the student that the Advice Hub is unable to offer advice on this matter.
- Where an adviser becomes aware that a client is deliberately giving misinformation to the Advice Hub and our continued involvement may compromise our integrity, the adviser should inform the student that if they continue in this action that we reserve the right to refuse further advice. If this occurs during a formal meeting where the Advice

Hub are acting in a support or representative role, the adviser should seek adjournment to advise the client.

APPENDIX 6: CLIENT AGREEMENT & MANDATE

Client Information

Forename	Surname	
Case Reference	Email Address	

Please read the information below in full:

 \Box I consent to The Advice Hub contacting other relevant persons and agencies on my behalf for the purposes of assisting with my enquiry or case.

□ I consent to the Advice Hub releasing relevant information to other parties. I consent to those persons and agencies releasing information about me to The Advice Hub.

□ I understand that The Advice Hub will keep confidential case notes regarding my case and that these are available to me under the provisions of the Data Protection Act and General Data Protection Regulations if I so wish.

Representation

I agree to adhere to The Advice Hub's regulations regarding representation, as detailed below:

 \Box I agree to supply accurate information to The Advice Hub when requested.

 \Box I agree to keep The Advice Hub fully informed of any communications or other matters relevant to my enquiry.

 \Box I agree to attend any meeting that has been organised for me by The Advice Hub, or if unable to attend, to give as much notice as possible.

 \Box I understand that if I persistently and unreasonably fail to co-operate with The Advice Hub staff, they have the right to withdraw representation or other assistance with my case at any stage.

 \Box I confirm that I have had the opportunity to ask any questions I may have about this agreement with a member of the Advice Hub and have fully understood them.

Signature:		
•		

Date: _____

APPENDIX 7: THIRD PARTY REPRESENTATION AGREEMENT

Client Information

Forename	Surname	
Case Reference	Email Address	

Third Party Representative Information

Forename	Surname	
Relationship to Client	Email Address	

Please read the information below in full:

 \Box I c e to the above named third party representative acting on my behalf on this matter.

 \Box I sent to the Advice Hub contacting other relevant persons and agencies on my behalf for the purposes of assisting with my enquiry or case.

 \Box I u consent to the Advice Hub releasing relevant information to other parties including the above named third party as required for the purposes of progressing this matter. I consent to those persons and agencies releasing information about me to the Advice Hub and the above named third party representative.

□ I I understand that the Advice Hub will keep confidential case notes regarding my case and that these are available to me under the provisions of the Data Protection Act and General Data Protection Regulations if I so wish.

Representation

I agree to adhere to the Advice Hub's regulations regarding representation, as detailed below:

 \Box I understand the the above named third party may at any time withdraw their consent to act as my representative. In such circumstances I will be required to act on my own behalf or name an alternative third party representative if I wish the Advice Hub to continue to progress my case.

 \Box I agree to supply accurate information to the Advice Hub and the above named third party representative when requested.

 \Box I agree to keep the Advice Hub and the above named third party representative fully informed of any communications or other matters relevant to my enquiry.

 \Box I agree to supply accurate information to the Advice Hub and the above named third party representative when requested.

 \Box I agree to attend any meeting that has been organised for me by the Advice Hub, or if unable to attend, to inform my third party representative of such meetings or give as much notice as possible.

 \Box I understand that if I or the above named third party representative persistently and unreasonably fail to co-operate with the Advice Hub staff, they have the right to withdraw representation or other assistance with my case at any stage.

 \Box I confirm that I have had the opportunity to ask any questions I may have about this agreement with a member of the Advice Hub and have fully understood them.

Signature: _____

Date: _____

APPENDIX 8: ADVICE UK MEMBERSHIP



Certificate of Membership

This is to certify that the following organisation is a Network Member of AdviceUK:

University of Strathclyde Students' Association

demonstrating compliance with AdviceUK's Network Membership criteria:

Advice is independent and impartial with the interests of the client being paramount

- Advice is confidential
- Advice is covered by Professional Indemnity Insurance
- Terms on which services are offered are clearly stated
- A complaints procedure is in place and a data protection policy
- Accountability to service users and other stakeholders
- Commitment to equal opportunities

Membership Expiry Date 31 December, 2025



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Liz Bayram Chief Executive

APPENDIX 9: FILE REVIEW CHECKLIST

Case Review Details	
Date of Review	
Adviser	
Reviewer	
Client Name	
Case Reference Number	
File Management	
Are the client's personal details recorded?	
Are the case records clear, including query, relevant background information, advice given, options given, and documents attached?	
Are key dates clearly recorded?	
Has a concluding email been sent?	
Have case outcomes been recorded?	
Reviewer comments/notes	
Quality of Advice	
The advice is accurate and appropriate for the client	
All issues have been covered	
Follow up action has been agreed and recorded	
Adviser has taken appropriate action where required	
Deadlines have been met	
Reviewer comments/notes	
Action Required	
What	
By whom	
By when	

Completed on	
Signed off by reviewer date	

APPENDIX 10: SUPPORTING A STUDENT'S REQUEST FOR EVIDENCE (GUIDANCE FOR PROFESSIONALS)

This policy was adopted: August 2019

Reviewed: January 2025

This information is provided to give guidance when a University of Strathclyde student is requesting information to help support a claim of physical or mental ill health in line with the University's policies or request.

University regulation allows a student to submit evidence in the form of a letter in cases where they are applying for consideration through the Personal Circumstances and Academic Appeals Procedure, or to evidence mitigation in cases related to, for example, student conduct. In these cases, medical evidence is required.

What Is Needed

- 1. Clear information/diagnosis of the nature of the student's ill health (whether physical or mental ill health).
- 2. An indication of the likely duration of the condition where possible (e.g. whether it's an on-going condition or likely to be time limited).
- 3. A brief assessment of the impact the ill health is likely to have on the student's ability to study, attend, produce work, or participate in associated activities (e.g. indicating if the effect is mild, moderate, etc.).

A medical certificate/letter which indicates that a student is unfit to attend without the above information would not be considered to be sufficient supporting evidence for most claims. Therefore, we kindly request your cooperation in ensuring that any documentation provided aims insofar as is possible to meet the criteria.

Thank you.

The Advice Hub, Strathclyde Students' Union