



UNION SUPPORT POLICY

BYE LAW of

UNIVERSITY OF BRIGHTON STUDENTS' UNION

Policy Version Number	001
Changes since previous version	Merges the following policies into one document: <ul style="list-style-type: none">- Refusal of Service Policy- Conflict of Interest Policy- Union Advice Service Standards and User Agreement
Date Passed By Trustee Board	December 2024
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Policy Owner	Director of Membership Services

1. Introduction and Definitions

- 1.1. Union Support offers free, confidential, and impartial information, advice, and advocacy on a range of topics impacting students. This policy defines what students can expect from the Union Support service, as well as what the Union Support service requires from its students.
- 1.2. Union Support will support and empower students to take control of their situation. We prefer to encourage the student to take necessary actions themselves and will not normally act on their behalf unless agreed upon.
- 1.3. BSU is an autonomous charity, and all advice offered from Union Support will be independent of all external or third parties including the University of Brighton.
- 1.4. Union Support will provide equal access to all students and not discriminate based upon their individual background or circumstances.
- 1.5. BSU Support assists students with understanding and navigating the University of Brighton's academic regulations and processes. However, for non-academic matters not directly related to their studies, other existing services within the university or external organizations may be more suitable. In such cases we will signpost the student to the most appropriate service where possible. The below table shows the topics covered, and in what level of detail:

Advice topic	Information	Advice	Advocacy	Signposting to another specialist organisation
Academic	√	√	√	√
Housing	√	√		√
Finance	√			√
Health & Wellbeing	√			√
Complaints	√	√	√	√
Disciplinary	√	√	√	
Fitness to Practice	√	√	√	√
OIA Complaints	√	√		
Immigration & Visa				√
Employment Rights				√
Consumer Rights				√
Careers & Employability				√
Partner College Regulations	√			√

- 1.6. "Another specialist organisation" may include University of Brighton services, external charities, the NHS, or solicitors (among others. This list is not exhaustive).

- 1.7. BSU defines information, advice, and advocacy in the following ways:

- 1.7.1. **Information** - providing information and guidance to help students understand their situation and potential actions they could take. It includes self-help resources like webpages and videos that students can use independently to make informed decisions.

- 1.7.2. **Advice** - personalised and ongoing assistance from an advisor. It includes

casework, where advisors engage with students through multiple interactions to navigate university processes. At this level of support an advisor may offer specific recommendations on how students can address their issues.

- 1.7.3. **Advocacy** - Advocacy is the highest level of support, where advisors accompany students to meetings to ensure correct processes are followed, and students have someone by their side. While advisors should not speak for a student, and do not normally act as defence or cross-examine participants, they facilitate understanding and attempt to maintain the fairness of proceedings.

2. Eligibility

- 2.1. The Union Support service is available to current University of Brighton students, who are members of University of Brighton Students' Union (BSU). "Current students" does not include applicants to the University, or those considering applying to the University.
- 2.2. Students can continue to access the Union Support service up to 3 months from the date that an individual ceased to be a student, and the student meets one of the following criteria:
- Already has an active case regarding the same, or related, case.
 - Is within the deadlines of the relevant university policy or procedure. For example, the student contacts Union Support within the university's deadline to make an Stage 2 complaint.
 - Is already active in pursuing one or more university procedures. For example, the student has already lodged a complaint with the University prior to accessing Union Support.
 - Has a Completion of Procedures letter (CoP) and is in time to make a complaint to the Office of the Independent Adjudicator for Higher Education (the OIA).
 - Has, in the opinion of the Union Support Manager, a good reason why they couldn't have accessed the service earlier.
- 2.3. Support can be offered to students per 2.2 above even if the student has:
- withdrawn from their studies voluntarily
 - intermitted
 - completed their studies
 - been withdrawn or excluded by the University
- 2.4. Students studying at University of Brighton Partner Colleges are eligible for support from BSU Union Support if their issue relates to University of Brighton regulations. For example, advice can be provided on matters involving academic regulations. However, issues concerning the partner college's services, such as complaints about facilities, fall under the responsibility of the college and its local students' union.
- 2.5. Should Union Support determine that the student is not eligible for support an explanation will be provided, normally via email. Any concerns with this decision should be raised with the Union Support Manager in the first instance.

3. Confidentiality & Data Protection

- 3.1. All information that students share with Union Support will be treated with the strictest confidence, and in accordance with GDPR legislation and the Union's Data Protection Policy.
- 3.2. An Advisor may share information with another Advisor, Union Support Manager, or member of the Union's Senior Management Team where appropriate. The Advisor will not share any information with a third party outside BSU without their full consent, or where there is an established conflict of interest, unless there is a safeguarding concern as listed in 3.6.
- 3.3. Students may nominate a person, such as a friend or family member to communicate with the Advisor about their case. This nomination can be made on the case form, and the Advisor will communicate with the nominated person until the student requests otherwise.
- 3.4. Meetings will not be video, or audio recorded unless agreed. Where possible all face-to-face appointments will be conducted in a private space. Any e-mail correspondence will be accessible to authorised Union staff only.
- 3.5. Case details and correspondence will be stored in AdvicePro, a case management package provided by ACM Solutions and hosted by BrightSolid Ltd (ISO27001 accredited). Data is stored in the United Kingdom on servers based in Dundee and Aberdeen.
- 3.6. There are limited occasions where Advisors may breach confidentiality. These include:
 - 3.6.1. A safeguarding concern involving a high risk of serious actual/potential self-harm or harm to others.
 - 3.6.2. Conflicts of interest which necessitate an Advisor informing one or more student(s) that they cannot provide advice services or that they can no longer act on the student's behalf. By their very nature, such conflicts will draw attention to the fact that Advisors are acting for the other parties and/or that other parties have sought advice from the service.
 - 3.6.3. Violations of the law, or situations where not breaching 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.
 - 3.6.4. Court Order.

4. Authority to Act

- 4.1. Union Support seeks to empower students to take action on their own cases.
- 4.2. When providing advice or advocacy, Union Support may agree with the student to act on their behalf. As far as possible, any action taken on their behalf will be agreed with the student ahead of time. Such action may include but will not be limited to:
 - 4.2.1. Communicating with University members of staff.
 - 4.2.2. Advocating for the student in university meetings and panels.
 - 4.2.3. Review forms.
 - 4.2.4. Review evidence.

4.2.5. Requesting information relevant to the student's case from the University.

5. Signposting

5.1. There may be occasions where Union Support will signpost students to another organisation. These circumstances include:

5.1.1. Out-of-Scope Issues: In instances where an individual's concerns fall outside the scope of services offered by the Union Support team, referrals or signposting to appropriate external resources will be provided (see section 1.5 above).

5.1.2. Severity of the Issue: When an issue presented to the Union Support team exceeds the Union Support team's capacity to address it effectively, such as cases involving victims of crime or mental health support, the student may be referred to the University's Cause for Concern Team or local emergency services.

5.1.3. Need for Specialist Support: If an individual requires specialised support, such as mental health services or counselling, students will be signposted to relevant University services or external organisations.

6. Union Support Agreement

6.1. Where possible, Union Support and its advisors will:

6.1.1. act impartially and without judgement.

6.1.2. offer advice and guidance on university procedures based on their experience and knowledge of regulations

6.1.3. offer opinion on the likelihood of successful outcomes based on the Advisor's experience and knowledge of past cases.

6.1.4. discuss available options for resolution of the case, and any consequences explained without prejudice. This may include the option of leaving university if it appears that it may be in the student's best interest.

6.2. Union Support will not:

6.2.1. guarantee outcomes

6.2.2. advise on matters outside their expertise; if an Advisor cannot provide guidance on a particular issue, they may refer the student to another source for assistance

6.2.3. operate a service that is unnecessarily adversarial with the University

6.3. Union Support and its Advisors may represent or advocate for students at meetings where possible. Attendance at meetings will be subject to availability, and at least 48 hours' notice will normally be required in order to allow time for the Advisor to familiarise themselves with the case.

6.4. Union Support strives to provide representation, but there may be cases where we cannot do so even with 48 hours' notice. In such situations, we collaborate with the student to reschedule the meeting or offer advice to ensure they feel confident attending alone or with someone else.

7. Student Agreement

- 7.1. To ensure Union Support maximise their time and ability to provide accurate information, students must:
 - 7.1.1. Complete the Case Form and book an appointment through the Support booking system.
 - 7.1.2. Provide honest and accurate information pertinent to their case, to allow accurate and relevant advice. All information will be treated in accordance with our Data Protection Policy.
 - 7.1.3. Be respectful, polite and honest.
 - 7.1.4. Take responsibility for their studies and their case(s). This means the student will be expected to write their own statements and correspondence and speak for themselves in meetings and hearings.
 - 7.1.5. Attend appointments on time. Failure to arrive within 10 minutes of the appointment time will result in the loss of the appointment, and the student may not be seen the same day, depending upon appointment availability.
 - 7.1.6. Union Support may discontinue, limit, or otherwise restrict advice and advocacy if the student misses three or more appointments.
 - 7.1.7. Supply documents, e-mails, letters, and other materials that are relevant to their case to appointments or provide them ahead of time.
 - 7.1.8. Follow through on any agreed-upon actions with the advisor, including meeting University-set time limits and deadlines.
 - 7.1.9. Provide updates to the advisor regarding any changes to the case or updates from the university or other third parties throughout the case.
 - 7.1.10. Responsibility for the progress of any case will rest with the student.
 - 7.1.11. Be patient and aware that advisors support a high number of students.
 - 7.1.12. Provide the advisor with at least 48 hours' notice of any university meetings they wish them to attend, to allow for due preparation.
 - 7.1.13. Understand the limits of the service.

8. Service Parameters

- 8.1. Union Support aim to respond to emails within three working days and will let the student know if we expect it to take longer to provide them with a response.
- 8.2. The first working day will be counted as the day *after* the appointment is held or the Case Form/email is received by Union Support.

- 8.3. As outlined in section 1, Union Support offers three levels of service: information, advice, and advocacy. To ensure all students can access help, the following are examples of the services provided. This list is not exhaustive, and additional support may be offered based on individual needs:

Information	<ul style="list-style-type: none"> • Standardised Email: Respond to enquiries and share important information using a standard email format. • Webpages: create dedicated webpages for advice topics covered by the service • Explainer Videos: create videos to clarify complex processes. • Social Media Posts: Post relevant information on social media platforms to reach a wider audience.
Advice	<p>Introductory Email: An initial email with relevant information about the issue</p> <ul style="list-style-type: none"> • Meeting: A meeting lasting up to 45 minutes either via Microsoft Teams, in person, or over the phone to offer advice. • Summary Email: Where appropriate, a follow-up email summarising the advice given and outlining the next steps or closing the case.
Advocacy	<ul style="list-style-type: none"> • Introductory Email: An initial email with relevant information about the issue • Pre-Hearing Meeting: A meeting lasting up to 45 minutes via Microsoft Teams, in person, or over the phone to discuss the upcoming panel hearing • Panel Representation: Attend the panel meeting and where agreed, represent the student. • Post-Hearing Meeting: Where appropriate, a meeting lasting up to 45 minutes to review panel outcomes may be offered by the Advisor. This meeting may not occur on the same day as the hearing or panel. • Summary Email: Where appropriate, a follow-up email summarising the advice given and outlining the next steps or closing the case.

- 8.4. During busy periods, such as the summer exam board period, the levels of service may be adjusted to manage demand. Adjustments could include triaging cases, providing more general information instead of tailored advice, or holding shorter meetings.

9. Assignment of Advisors

- 9.1. Brighton Students' Union is committed to providing the best possible support to all students. To ensure that our services are effective a student may be reassigned to a different Advisor.

9.1.1. Differences of opinion: If a difference of opinion about the appropriate course of action arises between a student and their current Advisor a reassignment may be made to another Advisor or service may be withdrawn.

9.1.2. Case Work Demands: Due to varying casework demands and workloads, it may sometimes be necessary to reassign a student to another Advisor. This helps to balance the distribution of cases and maintain a high standard of support across the team.

- 9.2. When a student returns to the service with a new case, they will normally be advised by the member of the team 'on-duty' at that time unless they specifically request to continue

with their previous Advisor and Union Support agrees. This approach helps to avoid the development of overly dependent relationships between students and staff, ensuring a professional and impartial support environment.

10. Restriction and Withdrawal of Service

- 10.1. Brighton Students' Union aims to support all members equally and impartially. While every effort is made to provide full access to the Union's Support Service, there are specific circumstances under which access to Advisors and services may be restricted, withdrawn or refused.
- 10.2. Brighton Students' Union has a zero-tolerance policy towards abuse in any form, including verbal, written, or physical abuse directed at its staff or members. Such behaviour will result in immediate review and potential restriction or withdrawal of access to the Union Support Service.
- 10.3. If an Advisor deems a restriction or withdrawal from the service necessary, they will discuss the case with the Union Support Manager. If the Union Support Manager is advising on a case under consideration for restriction or withdrawal, they will discuss the service withdrawal with the Director of Membership Services.
- 10.4. BSU reserves the right to withdraw service under the conditions outlined below. However, these examples are not exhaustive, and decisions will be made based on the specific circumstances of each case.
 - 10.4.1. A conflict of Interest which prejudices the Advisor or the service. In most cases of conflicts, Union Support will offer the student a different advisor rather than withdrawing its service, where possible.
 - 10.4.2. A student intentionally withholds material information or lies, potentially compromising the reputation and standing of the Advisor and/or the service.
 - 10.4.3. If a student's behaviour continues to negatively impact the positive working relationship with the Advisor(s), even after verbal or written warnings to stop.
 - 10.4.4. The student becomes abusive or violent towards the Advisor or other SU staff members or BSU Members.
 - 10.4.5. The student attempts to involve the Advisor, the SU, or its staff in immoral or illegal activities.
 - 10.4.6. A student makes excessive or inappropriate demands on Union Support resources. Such cases which may lead to withdrawal or limitation of service may include:
 - Persistent failure to keep appointments.
 - Failure to take responsibility for actions regarding their case, and/or expecting Union Support to carry out these actions on their behalf.
 - Persistent failure to act on advice provided. We will take this as an indication that the service is no longer required.

- Demanding responses within an unreasonable timescale.
- Insisting on speaking to a member of staff in inappropriate or impracticable circumstances.
- Failure to actively communicate with Union Support staff, taking into account the boundaries of their responsibilities and understanding the role of the Advisor.
- Demands for excessive communication
- Pursuit of closed cases.

10.4.7. The student is already receiving advice from another 'agency' or there is evidence of counterproductive networking between agencies.

10.4.8. The student's course of action could bring the Advisor, the Union Support Team, or the Students' Union into disrepute.

10.5. When it is necessary to withdraw service, the student will be informed in writing by the Director of Membership Services, including an explanation of the reasons for this decision.

10.6. If a student wishes to contest the decision to withdraw service, they can appeal by emailing the Students' Union Chief Executive Officer within 7 calendar days of the decision. The Chief Executive will review the case to ensure that proper procedures have been followed. Appeal information and the Chief Executive Officer's contact details will be provided in the Withdrawal of Service notification email.

11. Complaint

11.1. Should a student wish to complain about the service they have received from BSU, they should initially try to resolve the matter by speaking to the Support Manager. If this is not possible, or does not receive the desired outcome, the student can use BSU's complaints policy, which is available on the BSU website.