



SOAS Students' Union Advice Service Handbook

This document sets out how SOAS Students' Union Advice Service operates, what students accessing support from the Advice Service (“we”, “us”) can expect from the service and what we can expect from students (“you”, “your”, “client”).

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Owner: Student Engagement Manager and Advice Caseworker

Principles

Free – We are a free service for all current SOAS, University of London students

Independent – We are independent and outside of the influence of external bodies, such as the university.

Impartial – We provide impartial advice to students and will support them regardless of how the issues arose.

Empowerment – We will provide students with information about their options, encouraging students to remain in control of their situation. We will keep students informed of their cases' progress and give advice about students' options so they can make an informed decision about their case where they feel empowered and in control of their circumstances.

Confidential – We are a confidential service to students. We will not disclose any information to a third party without your prior expressed consent to disclose such information. Except in limited instances where we have a legal obligation to do so.

Equality, Diversity and Inclusion – We are committed to actively promoting equality of opportunity, access, and care, ensuring that all students are treated fairly and respectfully and will not discriminate. The service will remain accessible to all students and all issues will be treated with equal regard.

Scope

The Advice Service is available to all current SOAS students. We offer free and impartial support and guidance on a range of issues that may impact upon students' university experience.

1. Academic Issues
2. Complaints
3. Housing and Accommodation
4. Money and Budgeting
5. Welfare

Where a student seeks advice beyond the service's scope, or where the caseworker feels that the student may be best supported elsewhere, they will be signposted to another internal or external service. This may include making referrals where students express written consent has been given.

The Advice Service may provide advice to former SOAS Students/Alumni, up to one year following the end of their studies. However, the Advice Service shall have discretion as to whether to take on new cases from former students/Alumni depending on case load and circumstances. Where the Advice Service is unable to provide support, they shall provide signposting to alternative services.





Accessing the Advice Service

Students can access the Advice Service by completing an Advice Enquiry Form, by completing the form you agree that you have read this handbook and agree to act in accordance with it. Advice will not be provided without a valid Advice Enquiry Form regardless of how you have been referred to the service.

The Advice Service is open between Monday – Friday 9am – 5pm. The Advice Service will be closed during bank holidays and campus closure days.

The Advice Service aims to respond to queries within 4 working days, wherever possible.

Appointments with the advisor are between 15 minutes and 1 hour. The Advice Service is located in the Students' Union, in the Main Building. The Advice Service can be provided in person or online.

The Advice Service reserves the right to cancel appointments or suspend service at short notice where necessary to do so but will offer an alternative appointment time in its place. If you are unable to attend your appointment, you should contact SUAdvice@soas.ac.uk as soon as possible to rearrange your appointment.

We will send you a summary of what we discussed during your appointment and an agreed action plan within 2 working days. We will then send you a follow-up two weeks later to see how you are progressing. If we do not hear from you, within two weeks we will close your case.

Union Advice Service and its Advisers may represent and advocate for students at meetings and panels held under the University's Policies, as well as some other informal and conciliatory meetings within the University. 2 working days' notice will normally be required in order for the Advisor to familiarise themselves with the case. We may not be able to provide representation in every case, even with 2 working days' notice, in these circumstances we will endeavor to support you to rearrange the meeting or provide you with advice, so you feel confident in attending without an advisor.

Cases will be deemed to have been closed when there is no more work to be carried out, the case has been referred to another service, access to the service has been withdrawn, no response has been received after four weeks and despite reasonable attempts to make contact, or all possible options have been explored and nothing more can reasonably be done.





Client Conduct

You will be respectful when corresponding with your advisor, this shall include adhering to the relevant Union and University Policies relating to conduct. The Advice Service will not tolerate abuse or potentially threatening or intimidating behaviour; whether verbal, written or physical. The Advice Service reserves the right to withdraw advice services if these behaviours occur. Where necessary, this may also include referring the incident to the relevant Union and University Policies, such as the Union's Disciplinary Policy.

Advisers do not provide advice outside their place of work; if you want further guidance, you should visit the Advice Service or contact the Advice Service through the appropriate channels.

You will provide honest and accurate information related to your case, so the Advisor can provide relevant advice. We recognise that this may include sensitive and personal information. Such information will remain confidential. Advisers will not knowingly misrepresent your circumstances or pass on incorrect information. If information given by you is found to be false, the Adviser reserves the right to withdraw the advice services. Similarly, the Adviser reserves the right to withdraw advice services from you if you decide to take dishonest or illegal action; an Adviser may also be obligated to make appropriate reports regarding such action.

You will be on time for appointments, failure to arrive within 10 minutes of the appointment time will result in the loss of the appointment.

You will be expected to bring any documentation and materials relevant to your case.

You will keep the Advice Caseworker up to date with any developments that may occur with their case. You will be honest, reliable and provide accurate information.

The Advice Service will make sure you feel confident to act on your own case by providing guidance, support, and feedback, but you will be encouraged to take responsibility for your case. This means we expect you to write your own statements and correspondence and speak for yourself in meetings and hearings. The ultimate responsibility for the progress of your case rests with you. You will be expected to carry out relevant courses of action agreed between you and the Advisor in a timely manner. Failure to carry out agreed actions that causes considerable delay may be seen as placing excessive demands on the service and could lead to withdrawal of the service, as set out in the case closure clause.





Data

The Advice Service will abide by the Union's Data Privacy Statement. This outlines your rights under the General Data Protection Regulations 2018.

Cases and enquiries will be recorded on the secure Advice Services management tools, this may include but is not limited to Advice Pro, Microsoft Apps including Forms, Excel and Word. The information stored on these systems is for the sole use of the Advice Service in order to provide advice, support, investigation and improve our service. This information includes personal data and sensitive personal data as defined under General Data Protection Regulations (GDPR), and as such we require consent before we can proceed. You have the right to view the information we hold on you on request.

The lawful basis for processing your data will be under 'legitimate interest'.

The details that are collected by the Advice Service are:

1. Name
2. Student Number
3. Date of birth
4. Contact Email
5. Contact Number
6. Accessibility Requirements
7. Course details (including level, year, course, type of study)

We also hold your case notes which outline the information provided by you when requesting advice and the advice given.

Students' contact details will not be used for any purpose other than to contact you about your case, or to request feedback on the service. Personal details will not be passed on to any other organisations (other than in exceptional circumstances, where we have a legal obligation to do so, please see the Confidentiality and Consent to Share Clause).

Anonymous statistical data is collected and shared within SOAS SU and the university to support learning, to inform campaigning and representation and wider development. Statistical reports will not include any data that would enable the individual to be identified.

Casework data will be kept for six years, after which all identifiable data will be destroyed. This includes personal data and case notes. Other data may be retained for further analysis purposes.





You have the right to object to us processing your data in the way we have described, however, if you object to us processing your data please be advised that we may only be able to offer general advice and we may not be able to undertake ongoing casework on your behalf.

The Advice Service also processes special category data with your consent as per Article 7 of the General Data Protection Regulations 2018. This means we only process this data with your explicit consent in line with our Data Protection Policy. We gain your consent by asking you to provide the following categories of data voluntarily. You do not have to provide it for us to provide a service to you.

The categories are:

1. Date of birth (age)
2. Gender
3. Nationality
4. Health and disability
5. Sexuality
6. Ethnicity

The Union Advice Service uses special category data anonymously for statistical purposes to help us identify trends and to assess and improve the performance of our service.

During the provision of advice, you may let us know information or send correspondence regarding your issue (your case file) including special category data provided by you in your request for advice (i.e., medical information, criminal convictions etc.).

Case Records

Data will be recorded for all clients receiving advice from the Advice Service. The Advice Caseworker will be responsible for ensuring that these remain accurate and up to date. Case notes are written following each interaction with the Advice Service via our case management system. These records will be kept up to date and include what actions have been and are to be taken. Case notes will only be accessed by the Advice Caseworker (and technical staff from Advice Pro who manage the software). The information stored on this system is for the sole use of the Advice Service and personal details will not be shared, except in exceptional circumstances where we are legally required to do so, or where consent has been given.

You shall be free to view case records provided that this does not compromise another person.

Closed case records will be stored and destroyed after six years in line with GDPR and our Data Privacy Statement.





Conflict of Interest

The Advice Caseworker cannot knowingly advise both parties in dispute that is likely to result in a conflict of interest. The student will be advised that should the other party come in to see the Advice Caseworker they will inform the student that they cannot provide advice to the student due to a conflict of interest.

Limits of the Service

The Advice Service is not able to provide legal advice, counselling services or advice that falls outside of the scope of the Advice Service. Where the Caseworker recognises that the case may extend outside of these areas the Caseworker should make the student aware and signpost them to another service.

Withdrawal of Service

The Advice Service reserves the right to withdraw service either temporarily or permanently in the following circumstances:

1. If all apparent options have been explored and nothing more can reasonably be done. In this instance if the student requires advice on a new issue or there is a change in circumstance advice will be offered in full.
2. If by advising you, the Union would be putting itself in a position where it is 'conflicted' because of an ongoing complaint investigation by the Union.
3. If you use violent, abusive, or threatening behaviour against staff.
4. If you choose to no longer access the service by repeatedly failing to attend appointments, ignoring advice, or continuing to pursue a course of action against the advice of Advisors.
5. If you are thought to have deliberately misled or provided inaccurate information.
6. If you are thought to require excessive, long-term, or continuing support and their requests for support would have a detrimental effect on the Advice Service and the service it provides to other clients.
7. If you request collusion with fraud or illegal activity.

If the above occurs, the Caseworker will write to you to tell you they are withdrawing service immediately.

Feedback and Complaints

We welcome feedback from students about the service or suggestions for improvements. If you have any feedback on our service, please complete our feedback form.





We hope you are happy with our service. However, we understand that sometimes you do not have the experience you had hoped for. In this case, we suggest you contact the Advice Caseworker to discuss your feedback; if you prefer, you may also contact the Advice Caseworker's Line Manager to discuss the complaint informally. Students are able to make a formal complaint against the Union following the process set out in the Union's Schedules.

Confidentiality and Consent to Share

The Advice Service believes that confidentiality is integral to the service and will not discuss your case with the university, other clients, or clients' parents without prior consent from you, the client.

If it is felt that you can best be supported through discussing your case with a third-party, prior written agreement must be provided by you, the client. The information that should be included in your written agreement is set out below, this shall then be recorded in your case notes.

1. Your Full Name:
2. Your Student Number:
3. Date of completion:
4. I give consent for information about my case to be shared with [insert name/org].
5. I give permission to the Advice Service staff to act on my behalf with [insert name/org].
6. I give permission to [insert name and relationship to you] to talk to Advice Service staff on my behalf. Their contact details are [insert name, email address and phone number].

Where consent is not given confidentiality will only be breached on the following conditions:

1. Concerns that a person may be at risk of harming themselves or others;
2. The welfare of a child or vulnerable adult is at risk
3. The law requires disclosure

Conflicts of interest which necessitate an Adviser informing one or more client(s) that they cannot provide advice services or that they can no longer act on the clients' behalf. By their very nature, such





conflicts will draw attention to the fact that Advisers are acting for the other parties and/or that other parties have sought advice from the service.

Where the Caseworker deems that confidentiality should be breached the following should occur:

1. Where appropriate the Caseworker should advise you, the client, that there is a concern and why it may be deemed necessary to disclose their case to a relevant third party. Consent should normally be sought from you, if you do not consent then you should be advised that it may be deemed necessary to disclose without their consent.
2. If consent is not gained, the Advice Caseworker should discuss with their Line Manager/Chief Executive why they feel confidentiality should be breached and the Line Manager/Chief Executive should approve/not approve the decision to breach confidentiality. This rationale and the decision to breach confidentiality, along with any actions must be recorded in your case record.

For the purpose of ensuring that students receive the best advice the Advice Service may discuss cases internally, and where relevant with the Advice Caseworkers Supervisor, the Advice Caseworker's Line Manager, and the Chief Executive. Discussions outside these individuals may take place, but the client's identity will be kept confidential to ensure the individual cannot be identified.

We cannot always guarantee that advice can be provided in a confidential setting. Where this is the case students will be informed and given an opportunity to request a confidential meeting.

All statistical reports produced for internal and external circulation will be anonymised to ensure that individuals cannot be identified.

