

# **Middlesex University Students' Union (MDXSU) Advice Service Level Agreement**

## **1. Aims of the Service**

- 1.1. MDXSU Advice service aims to empower students by providing information, guidance and support to members of MDXSU.
- 1.2. Advice is free, confidential, impartial, independent, non-judgmental and accessible to all full members of MDXSU, as stipulated in the MDXSU Constitution and the Constitutional Regulations. We do not advise non-member parties or individuals.
- 1.3. We aim to give accurate, relevant and comprehensive advice, enabling clients to make informed choices about their course of action by offering support, advocacy and representation as appropriate
- 1.4. Where appropriate, we share knowledge with Middlesex University departments and key stakeholders in relation to student trends or wider policies to develop strategies to benefit the student body.

## **2. Legislative Overview**

- 2.1. MDXSU Advice service works within the framework outlined through the MDXSU Constitution and the Constitutional Regulations.
- 2.2. MDXSU are in certificate of Employers' Liability Insurance, underwritten by Endsleigh insurance Ltd.
- 2.3. MDXSU is a member of Advice UK and works within their membership requirements

## **3. Eligibility to use the service**

- 3.1. The Advice service is free to use for students studying at the Middlesex University London Hendon campus. We only provide appointments to current MDXSU students. If you have withdrawn from your studies, been withdrawn, graduated, or if you have been expelled we can only offer you advice if you open a case (either via our Contact Form or via Appointment) within **3 months** of the date that you ceased to be a Middlesex University student.
- 3.2. The following students are eligible to use the service:
  - Full time & Part time
  - Undergraduate & Postgraduate both taught and research
  - Distance learning & UK students
  - EU students & International Students
  - Students on placement & Students under suspension

- Students who have been withdrawn/expelled (within 3 months of last date of attendance).
- Students who need advice on taking their case to the OIA (this needs to be done within 12 months of receiving a completion of procedures letter).

3.3. We also have a dual representation rule, so we cannot advise students who are already being represented by someone else.

3.4. We are unable to advise the following:

- Students studying at Partner Institutions (with the exception of the ones listed above). If you need advice please contact your Academic Partnership Office.
- Parents of students
- Relatives of students
- Friends of students
- Students who are seeking legal advice on their case.

#### **4. Service Operations**

4.1. MDXSU Advice service is open from Monday to Friday 10:00-16:00 (Excluding MDXSU & University closure days, national holiday and staff development days). The Advice service is based in the Students' Union office on the Hendon campus. Any deviation of these opening times will be at the discretion of the Advocacy & Policy Team and/or individual advisers.

4.2. We operate a drop-in service between the hours of 14:00-16:00 . Bookable appointment slots are available between the hours of 10:00-13:00. Telephone appointments are available to all clients on request.

4.3. Appointments can be requested by emailing [studentadvice@mdx.ac.uk](mailto:studentadvice@mdx.ac.uk) or by speaking to a member of staff at the MDXSU Welcome Desk. We endeavour to send confirmation of the appointment time, date, location and adviser within 3 working days of the initial request being made.

4.4. No single adviser will be able to represent different clients involved in the same case.

4.5. We reserve the right to cancel an appointment at short notice but will offer an alternative appointment if this occurs.

4.6. Where a client is required to attend a panel or a hearing (Fitness to Practice, Academic Misconduct) and would like a member of the MDXSU Advice service to attend, we would need notification of the request at the earliest opportunity in order to maximise the chance of having an adviser available. There may be occasions where we cannot attend meetings due to availability.

4.7. We aim to respond to all emails within 3 working days. This may not always be possible during busy periods or office closure.

## **5. Casework**

- 5.1. Client cases are defined either as an enquiry or as casework. Enquiries are usually resolved without the need for follow up work. Casework is opened when additional or follow-up work is needed to support the client.
- 5.2. The MDXSU Advice service will not take any action on behalf of a client without first discussing it with them and gaining their consent.
- 5.3. Where a third party contacts MDXSU (e.g. member of staff from Middlesex University), the information will be added to the clients records and MDXSU will update the client at the earliest possible opportunity.
- 5.4. It is the responsibility of the client to choose the course of action they would like to take.
- 5.5. The client will be kept fully informed of all developments in connection with their case. MDXSU Advice Service also expects to be kept informed of any developments the client becomes aware of.
- 5.6. Advisers will aim to deal with casework promptly (within the constraints of their workload) and will endeavour to work within the key dates of each case, as outlined by the client.
- 5.7. We do not continue to advise a client after we have exhausted all practical avenues of enquiry.

## **6. Confidentiality**

- 6.1. MDXSU Advice service offer all clients a confidential, except in the rare circumstances outlined below:
  - Court Orders: confidentiality may be broken if MDXSU Advice service is ordered to do so by court; in these instances, independent legal advice will be sought before doing so.
  - Harm: if, in the opinion of the adviser, a client is in danger of harming themselves or others, advisers may have a duty of care and reserve the right to breach confidentiality.
  - Legal: where MDXSU advice service is legally required to do so.
- 6.2. The MDXSU Advice service will not disclose any information to another party, unless the client has given permission.
- 6.3. All clients who access MDXSU Advice service will be asked to complete a Client Information Form. This asks for personal contact details, programme details, demographic data, a declaration permitting MDXSU to store their data in line with the MDXSU Privacy Notice and

Speak to a third party on their behalf. This will need to be completed in all cases before accessing the MDXSU Advice Service.

- 6.4. If a client contacts the MDXSU Advice service via telephone, or email, a Client Information Form will be emailed to them to complete. This will need to be returned.
- 6.5. All advice given, actions taken, letters written or received, emails sent or received and case outcomes are recorded in digital casefiles on AdvicePro; a secure web-based case management system. AdvicePro complies with the principles of the Data Protection Act 1998. Access to AdvicePro is limited to the Advocacy & Policy Team.
- 6.6. Case records are retained and securely held for six years and then destroyed. This is to protect MDXSU and the client if any issue arises after the event.
- 6.7. Records enable MDXSU to monitor the advice being issued and check for accuracy. Advice may be shared with other Advice Service Advisers to provide continuity of service in the event of staff absence.
- 6.8. MDXSU may use the clients' information to identify statistical trends that are being seen through the Advice Service. This information will be used to produce reports to inform improvements to MDXSU and the university. It is the responsibility of MDXSU to ensure that all information provided is anonymised so that individual cases cannot be identified.
- 6.9. We may also use case work from the Advice Service to inform the working of other departments of MDXSU. This will include Sabbatical Officer campaigns or other relevant activity.

## **7. Expectations & Conduct**

- 7.1. A 30 minute appointment will be offered as a standard to all clients who have a pre-booked appointment. Longer appointments can be allocated at the discretion of the Advice Service.
- 7.2. We aim to see clients within 10 minutes of their appointment time or will provide them with an explanation if we are unable to.
- 7.3. We expect clients to keep appointments made for them and to arrive on time and if at all possible to inform us if they are unable to keep the appointment, failure to do so may result in another appointment not being offered; this is at the discretion of the Advocacy & Policy Team or individual adviser.
- 7.4. We usually do not see clients who arrive more than 10 minutes late for their appointment slot; any deviation from this is at the discretion of the individual Adviser. This is because we do not consider that this gives enough time to give advice to the best of our ability due to the time constraints. It may also adversely affect another client's appointment.

- 7.5. If we have committed to follow up something for a client then we will aim to act promptly on all agreed work, giving an indication of when they can expect to hear from us or call back. We also expect clients to keep us up-to-date with any developments that occur.
- 7.6. We do not advise outside our field of competence and will signpost clients when we deem it appropriate. There is no obligation on the part of the client to accept that referral.
- 7.7. We expect students to treat all MDXSU staff with respect at all times. MDXSU Advice Service will not tolerate abusive or intimidating behaviour, whether verbal, written or physical. We reserve the right to withdraw our service if this occurs. Where necessary this information may be shared with MDXSU staff, the University and any other relevant agencies.
- 7.8. Advisors will be open, friendly, professional and give students their undivided attention and the necessary time to talk through their problems within the confines of their allocated time.
- 7.9. If a drop-in session is particularly busy, we may not be able to see all students who arrive and we will therefore offer an alternative time slot.
- 7.10. We usually do not see students who arrive more than 10 minutes late for their appointment slot; any deviation from this is at the discretion of the individual Advisor. This is because we do not consider that this gives enough time to give advice to the best of our ability due to the time constraints. It may also adversely affect another student's appointment.
- 7.11. We will be open during our advertised opening hours and, if for any reason, we do have to close, students will be advised as far in advance as possible via the MDXSU website.
- 7.12. If a third party wants to open a case on behalf of a student, we will not be able to proceed with any casework without a given consent from the student.
- 7.13. We rely on the accuracy and reliability of information given to us by students and expect them to be honest with us.
- 7.14. We do not campaign on behalf of a student. We may however identify issues and trends on which campaigns could be made. If this is the case, we will advise the relevant SABBS and MDXSU staff who may take up campaigns if they deem it appropriate.
- 7.15. MDXSU will not knowingly misrepresent a student's circumstances or knowingly pass on false information. If information given by students is found to be false, we may consider

withdrawing the service. Similarly, we reserve the right to withdraw service.

7.16. We do not continue to advise a student after we have exhausted all practical avenues of enquiry.

## **8. Complaints**

8.1. If any clients have a complaint about the services provided by MDXSU, they should follow MDXSU complaints procedures.

## **9. Client Feedback**

9.1. MDXSU Advice service welcomes any feedback on the service we provide.

9.2. Clients will be asked to complete a feedback form at the point of closure of their case.

9.3. We also may contact clients at the end of the academic year following their enquiry to gain their thoughts on the service they received. They will have to option to opt out of this correspondence when signing the Client Record Sheet