

The Zürich Wine Academy WSET Policies

Effective 18 December 2024

Conflict of Interest Policy

As a Wine & Spirit Education Trust (WSET) Approved Program Provider (APP), the Zürich Wine Academy is required to identify to WSET and assist in managing or monitoring actual, potential and perceived conflicts of interest ('Conflicts of Interest') involving both APP staff and students. This policy complements WSET's conflicts of interest policy and works to safeguard the integrity of WSET qualifications and promote confidence in WSET and Zürich Wine Academy processes and procedures.

This policy applies to all Zürich Wine Academy staff and students and to any individual acting on behalf of the Zürich Wine Academy. A Conflict of Interest exists where an individual has interests or loyalties that could adversely influence their judgement, objectivity or loyalty to WSET or the Zürich Wine Academy when conducting activities associated with WSET qualifications.

- The assessment of candidates by an individual who has a personal interest in the result of the assessment for any or all individuals concerned;
- The coaching of candidates by any individual involved in the assessment of candidate scripts;
- The investigation of a non-compliance incident by someone who is unable to act impartially.

Some of these Conflicts of Interest are manageable and therefore acceptable. For example, if family member of one of the Zürich Wine Academy's educators or APP staff takes a qualification and exam through the Zürich Wine Academy, or when an employee of the Zürich Wine Academy, or of the WSET, takes a WSET qualification through the Zürich Wine Academy, we can notify WSET in advance and work with them to put in place measures to maintain the integrity of the exam.

Some Conflicts of Interest are not manageable and are not acceptable. For example, no mitigation efforts overcome the conflict created when an individual when a single individual serves as the educator and exam officer of an exam for a family member where an external invigilator is not available. Any staff member or student of the Zürich Wine Academy who becomes aware of a Conflict of Interest must inform Joe Benvenuto at joe@zurichwineacademy.com as soon as possible. Joe Benvenuto will inform the WSET of the possible conflict of interest and will work with WSET to put any protective or mitigating measures in place to manage the conflict on a case-by-case basis. If WSET and the Zürich Wine Academy determine the conflict is not manageable, Joe Benvenuto will inform any impacted APP staff or students. Please note that the failure to declare a conflict of interest may have

consequences for the student or the Zürich Wine Academy because we are required to report conflicts to WSET.

Reasonable Adjustments Policy

Both the Wine & Spirits Education Trust and the Zürich Wine Academy want to make WSET assessments accessible for all students, so none are at an advantage or disadvantage based on a disability or differing ability. This policy and the reasonable adjustment process allows us the Zürich Wine Academy to work with you, our student, before an assessment to gather the information we need to submit a request to WSET and work with them to make arrangements that give students access to WSET qualifications.

A reasonable adjustment is any accommodation or arrangement that helps to reduce the effect of a known disability or difficulty that substantially disadvantages a student's assessment. Using a reasonable adjustment does not impact how WSET grades your exam, or your result, but WSET cannot agree to reasonable adjustments where your particular difficulty directly affects performance necessary to complete the assessment outcomes (e.g. inability to smell or taste for a Level 3 Exam). The goal of a reasonable adjustment is to give you equal access to a WSET qualification, not to give unfair advantages over other students who take an assessment without the same adjustment, or to affect the overall reliability of the assessment outcomes that are explained in the course Specification.

Examples of reasonable adjustments may be:

- Changing standard assessment arrangements, for example allowing candidates extra time to complete the assessment activity;
- Adapting assessment materials, such as providing materials in large text format;
- Providing access facilitators during assessment, such as a sign language interpreter or reader;
- Re-organizing the assessment room, such as removal of visual stimuli for an autistic candidate.

The Zürich Wine Academy will gather the information we need from you to submit a Reasonable Adjustment Application form to WSET. WSET must approve and arrange reasonable adjustments before the assessment activity takes place. Before completing enrolment with the Zürich Wine Academy, we will give all students access to this policy and the chance to identify any special needs that could require a reasonable adjustment. If a student identifies a special need, the Zürich Wine Academy will give the student the Reasonable Adjustment Application form as soon as possible and work with the student to gather the necessary information. For any student seeking a reasonable adjustment, please contact the Zürich Wine Academy with:

- Your full name;
- contact information;
- description of the special need, disability or differing ability that requires an adjustment; and
- supporting documentation.

You must submit this information at least 30 working days before the exam date for Levels 1-3 qualifications. The information you submit will be shared with WSET and will be handled under WSET's Privacy and Data Protection Policy. The Zürich Wine Academy will keep records of all reasonable adjustment applications.

Special Consideration Policy

Special consideration is any adjustment given to a student who has temporarily experienced an illness or injury, or other event outside of their control at the time of the exam that significantly affects their ability to take the exam or their ability to show their knowledge and understanding in the assessment. Special consideration is only for things that happen immediately before or during an exam that have a material impact on your, the student's, ability to take the exam or on your performance. To be eligible for special consideration, you must have completed the whole course and would have been fully prepared if not for the temporary illness, injury or other uncontrollable event. A special consideration may be for an individual (e.g. a student becomes ill the day of the exam) or a group of students (e.g. an exam is interrupted by a natural disaster).

You may be eligible for special consideration if:

- Your performance on the exam is adversely affected by an event outside of your control. This may include temporary illness, temporary injury, bereavement or exam room conditions;
- Reasonable adjustments which were agreed in advance of the exam proved inappropriate or inadequate;
- The application of special consideration would not make a passing result and certificate misleading about the student's ability to satisfy the qualification's assessment criteria.

Applying for special consideration

If you have taken an exam, or your exam is immediately approaching, and you feel that you have a temporary injury or illness, or other uncontrollable event that has interfered with your ability to complete your exam, please contact Joe Benvenuto at joe@zurichwineacademy.com as soon as possible. The Zürich Wine Academy will provide you with a Special Consideration Application Form, which must be completed and returned with supporting documentation within 5 working days after the effected exam. The information you submit will be shared with WSET and will be handled under WSET's Privacy and Data Protection Policy.

If there has been serious disruption during an exam affecting a group of students, the Zürich Wine Academy will submit a detailed report of the circumstances and candidates affected to WSET to request a special consideration. The Zürich Wine Academy will keep records of all applications for special consideration.

Malpractice and Maladministration Policy

Both the Zürich Wine Academy and the Wine & Spirits Education Trust (WSET) have policies and procedures in place to protect WSET students and safeguard the integrity of WSET qualifications. The Zürich Wine Academy ensures compliance with the Zürich Wine Academy and WSET's policies through this Malpractice and Maladministration Policy, which gives a framework for both us and you to identify, report and manage potential malpractice or maladministration. Non-compliance with the Zürich Wine Academy or WSET Policies and Procedures can fall into two distinct, but related, categories:

1. Maladministration, where the non-compliance is generally unintentional, or the result of mistakes, carelessness, inexperience or poor processes; and
2. Malpractice where the non-compliance is intentional or the result of a negligent or reckless action without consideration of the consequences of the action.

Context is important and the line between maladministration or malpractice is not always clear: for example, maladministration incidents may become malpractice (e.g. if we fail to implement corrective measures, repeat the same or similar incident, or attempt to misrepresent or hide information during an investigation); or there may be mitigating factors that turn potential malpractice into maladministration. Though malpractice and maladministration are distinct concepts, they can shade into one another. Malpractice and maladministration are always case, context and fact specific. Both APPs and students can commit malpractice and maladministration.

There are many ways that malpractice or maladministration could occur, including new ways we have not seen yet. But some examples of malpractice or maladministration include:

For APPs:

- Failure to adhere to WSET Policies and Procedures;
- Failure to follow WSET requirements for course delivery or exam regulations;
- Fraudulent claim for certificates/fraudulent use of certificates/reproduction or forgery of certificates;
- Revealing or sharing confidential exam materials with candidates ahead of an exam;
- Intentional attempts to manipulate exam results so that they do not reflect the candidate's actual exam performance;
- Unauthorized reading/amendment/copying/distribution of exam papers;
- Use of unqualified and/or unregistered educators or internal assessors;
- Breach of confidentiality

- Any action likely to lead to an adverse effect.

For students:

- Cheating, or facilitating cheating, including the use of unauthorized devices or materials;
- Disruptive behavior in an exam;
- Plagiarism of any nature by students;
- Impersonation (including forgery of signatures);
- Any action likely to lead to an adverse effect;

In general, we also expect that both the Zürich Wine Academy staff and our students should treat others and be treated professionally and respectfully at all times. We will treat inappropriate behavior including verbal or physical abuse, persistent or unrealistic demands, or threats that cause stress to staff as misconduct and may report student misconduct to WSET as necessary.

Reporting and Investigation of Malpractice or Maladministration

As an APP, we aim to ensure compliance with WSET Policies and the Zürich Wine Academy policies and will keep records of potential or actual malpractice or maladministration by you, our students, or our staff. We are required to notify WSET immediately of any non-compliance issues that could be malpractice or maladministration, so that WSET can investigate the non-compliance under their own Malpractice and Maladministration Policy. We ask that you also raise any concerns or non-compliance issues that may be malpractice or maladministration with the Zürich Wine Academy as soon as possible by following the process outlined in our Complaints policy. During WSET's investigation, they may reach out to the Zürich Wine Academy or to you directly to request further information or conduct an interview. Please respond to any requests promptly and honestly.

Managing Non-Compliance

If WSET identifies malpractice or maladministration, they will consider its impact and may apply sanctions. WSET will take all reasonable steps to ensure the sanctions do not disadvantage uninvolved students affected by malpractice or maladministration. However, in some cases, they may need to disallow or withhold results and/or certificates.

WSET will consider all relevant information on a case-by-case basis, balancing the facts with potential or actual effects, and against the seriousness of the sanctions against those effects. WSET records all malpractice and maladministration incidents for both APPs and students. If WSET determines that a student has committed malpractice or maladministration, they may apply one or any of the following sanctions:

- **Exam Result Declared Null and Void:** A student's exam result is disallowed. This may include invalidation and recall of a certificate already issued.
- **Disqualification from a Qualification:** The student is disqualified from participating in the concerned qualification with immediate effect and further excluded from participating in any further WSET qualifications for a period of 12 months. This includes access to WSET materials.
- **Disqualification from use of WSET certified logos and postnominals:** Actions bringing WSET into disrepute may result in the student or graduate being barred from use of WSET postnominals and WSET certified logos.

Appeals

If you wish to appeal penalties or sanctions WSET has imposed due to Malpractice or Maladministration, please follow the procedures laid out in WSET's Complaints Policy.

Complaints And Appeals

The Wine & Spirits Education Trust (WSET) and the Zürich Wine Academy aims to provide a consistently excellent level of service to our students. We believe we achieve this most of the time: if we are not getting it right, please let us know. This policy covers complaints about WSET's standard of service to our students and the behavior of the Zürich Wine Academy staff in delivering that service. It gives a transparent and user-friendly process that explains who can make a complaint (the complainant), how they can make a complaint, and what WSET will do to address the complaint.

Students/candidates who want to make a complaint about services provided by the Zürich Wine Academy must address their concern directly with the APP. Please contact us at info@zurichwineacademy.com or joe@zurichwineacademy.com if you have a complaint about our services. The Zürich Wine Academy will acknowledge the complaint in writing within **3 working days**.

WSET will only receive and review student complaints once the Zürich Wine Academy's full complaints and appeals procedure has been exhausted and if the complainant remains dissatisfied with the outcome. Please note that for student complaints concerning refunds or cancellations of courses, students should consult the Zürich Wine Academy Refunds & Cancellations Policy. While WSET can assist students in ensuring their Zürich Wine Academy is complying with the APP's Refunds & Cancellation Policy, WSET's ability to offer any additional resolution is extremely limited. Other parties including APPs, external parties, whistle-blowers, and candidates wishing to remain anonymous may contact the WSET directly through the process outlined below. Please note that we will not review unsubstantiated claims.

Who can make a complaint?

Anyone who has been adversely affected by or has witnessed the cause of dissatisfaction, may make a complaint. Third parties (anyone acting on behalf of the affected person) submitting a complaint may only do so with written permission to represent the complainant and their interests, which the complainant must present to WSET.

How to make a complaint

You must make your complaint **no later than six months** after the cause for complaint has occurred, but we encourage you to raise complaints as soon as possible because delays make it

more difficult to investigate effectively. We will not accept complaints made six months or more after incident unless there are exceptional circumstances.

Step 1: Informal process

WSET encourages you to contact the organization through the website or at wset@wsetglobal.com to explain your problem. They may be able to resolve your concern quickly and easily through an informal approach where we aim to address the issue by providing a solution, explanation, or another acceptable outcome. If your concern cannot be resolved informally, please submit a **Formal Complaint**.

Step 2: Formal complaint

You may submit formal complaints via email to WSET's Quality Assurance Team at QA@wsetglobal.com which must include:

- Complainant's name, address and contact information
- Details of the complaint *i.e.*, what is the cause for dissatisfaction
- All supporting information *i.e.*, relevant documentation, dates, locations, any witnesses
- Details of any previous attempts to resolve the concern
- What outcome you hope to achieve

If you would like your complaint to be anonymous, please see section below for further information. The QA Team will acknowledge the complaint in writing within **3 working days**. We will confirm whether your complaint is being handled as a Formal Complaint or inform you if another process or policy is more appropriate. You will be assigned a Case Officer who will investigate the complaint and may contact any of the parties involved for further information. Your Case Officer will communicate the outcome of the complaint within **20 working days** of the initial acknowledgement and the outcome will be recorded in WSET's Continual Improvement Plan. Please note that if you submit a formal complaint to another team or individual the timeline above may be delayed while your complaint is redirected to the QA Team.

Step 3: Appeal

A complainant has the right to appeal only if they have reason to believe that their complaint has not been properly or fairly handled. You must submit an appeal within **10 working days** of receiving the complaint outcome to WSET's Quality Assurance Team at QA@wsetglobal.com. An appeal must include:

- The grounds for appeal *i.e.*, the reason you believe that the complaint has not been fairly or properly handled. We will not revisit a concluded complaint without this information

- Any additional supporting information that you did not include with the original complaint
- What outcome you hope to achieve.

The QA Team will acknowledge the appeal in writing within **3 working days** and assign a Case Officer from the QA Management Team. The Case Officer will review the appeal and may contact any of the parties involved for further information. The Case Officer will communicate the outcome of the appeal within **30 working days** of the initial acknowledgement. WSET's Awards Supervisory Board will also review the outcome to understand the cause and result and, if necessary, will consider and incorporate updates to our policies or procedures through WSET's Continual Improvement Plan.

Standards of Behavior

No member of the WSET or the Zürich Wine Academy staff will be assigned to investigate a case if they have been involved in the situation or event giving rise to the complaint. We will treat you with courtesy, respect and fairness at all times. We expect that you will also treat our staff dealing with your complaint with the same courtesy, respect and fairness. We will not tolerate threatening, abusive or unreasonable behavior by any complainant and will cease communication immediately if this occurs.

Confidentiality and anonymity

You may choose to remain anonymous in your complaint unless you give WSET permission to disclose your identity. However, if you choose to make an anonymous complaint, please be aware of the following:

- Though WSET will not divulge your name, the circumstances of the complaint may make you identifiable to other parties involved in the investigation;
- WSET will not be able to provide information on the outcome other than to inform you when the investigation is complete;
- There may be situations where we cannot investigate a complaint if you are not willing to be identified. An example would be a student making a complaint about an APP – if we cannot proceed with investigating your complaint without identifying the student, we will give you the choice of proceeding with a named complaint or withdrawing the complaint.;
- WSET will have to consider whether there is enough information in an anonymous complaint to effectively investigate. The decision on whether to pursue the complaint rests with the Head of Quality Assurance.

Whistleblowing

If you have information that you would like to share confidentially on activity that you believe may be impacting the integrity of WSET qualifications or the interests of our candidates, please

contact the WSET at QA@wsetglobal.com. Confidentiality and anonymity guidance outlined above applies.

Revision of timescales

Exceptionally (*e.g.*, in especially complex or serious complaints or appeals, or where a key party is out of contact for a period of time) it may be necessary to extend the duration of an investigation. In that case, we will notify the complainant and give a revised timescale.

Reasons the WSET may refuse your complaint

In some circumstances WSET may decide that we can't look into your complaint. These include:

- if a student has not tried to resolve the situation through their APP
- attempts to reopen a previously concluded complaint or to have a complaint reconsidered where we have already given you our final decision
- where we have already investigated the matter for you under another process
- where the deadline for filing a complaint has passed
- if the complaint is unreasonable or vexatious
- specific situations relating to lack of video feed in remotely invigilated exams, which is covered in separate guidance.

Final Review

If you have exhausted the complaints and appeals process but have reason to believe that we have not properly or fairly handled your complaint and appeal, you have the right to file a further appeal to the Chief Academic Programmes Officer (CAPO), which you must submit within **10 working days** of the outcome of the appeal. The same requirements apply as for Appeals regarding grounds for appeal, supporting evidence and desired outcomes. WSET's Awards Supervisory Board will review the outcome, and we will incorporate the review into WSET's Continual Improvement Plan. If you have reached the end of our internal process and are still not happy with our response, or we haven't replied to your complaint in time, you can refer your complaint to our regulators, Ofqual: Complaints procedure - Ofqual - GOV.UK (www.gov.uk)

Privacy And Data Protection

The Zürich Wine Academy and the WSET is committed to protecting your privacy. We aim to respect all personal information you share with us, or that we receive from others, and keep it safe. This document sets out our data processing practices and your rights and options regarding the ways in which your personal information is used and collected. If you have any queries, please contact the Zürich Wine Academy at info@zurichwineacademy.com or joe@zurichwineacademy.com or contact WSET directly by emailing dataprotectioncontact@wsetglobal.com.

1. How we collect your personal information

We collect your personal information in a number of different ways, depending on how you engage with us. We have set out these methods below.

When you directly provide it to us directly

For example, when you subscribe to a Zürich Wine Academy newsletter, a WSET newsletter, respond to a WSET survey, or register for a WSET-hosted course or event.

From your chosen course provider

When you register for an exam with WSET, the Zürich Wine Academy (known as your Approved Programme Provider or 'APP') must provide WSET with some of your personal information for the purpose of identification and managing your qualifications and results.

When our systems collect information or personal information indirectly

For example, whenever you use a website or mobile application. The most common type of information our systems collect is in the form of cookies (cookies are small text files sent by your computer each time you visit our website) but can also include personal information transferred by the device you are using to access our website. The manufacturer of your device or the provider will have the details about what information your device shares. Please see our Cookies Policy for more information.

2. What personal information we collect

The type of information we collect depends upon your engagement with us. We may collect the following information about you:

- (a) Your name, date of birth, gender and contact details (this could include your postal address, telephone numbers and email address);
- (b) Purchases and orders made by you or on your behalf by your chosen course provider;

- (c) Your payment card details (which are encrypted) when you purchase any products or services (should you pay for one of our products or services over the telephone or using one of our payment forms, your card details will not be retained and will be securely destroyed);
- (d) When you set up any account with us, your login credentials;
- (e) Your marketing preferences;
- (f) Your correspondence with us;
- (g) In certain situations, information relating to health which may be required to support applications for reasonable adjustment and/or special consideration in the context of exams for WSET qualifications;
- (h) Your ethnicity and/or racial origin and such other information as may be required by our regulator in connection with the delivery of WSET qualifications.

3. Why we collect your personal information

We use your personal information for a number of different reasons:

- (a) To register you as a candidate with WSET and enable you to sit exams for WSET qualifications.
- (b) To administer and conduct your exam, including making arrangements for reasonable adjustments and/or special considerations.
- (c) To communicate with your course provider and issue your exam results and qualification certificate as appropriate.
- (d) To provide you with post-results services such as enquiries against results and appeals and solicit feedback from you on WSET qualifications.
- (e) To process your registration for any WSET-hosted courses or events so that we can deliver these services to you.
- (f) To send you information regarding the course or event for which you are registered (or which you have registered interest in).
- (g) To process sales of products or services you have purchased from us.
- (h) To manage any account(s) for providing our online services including but not restricted to our Online Classroom and Global Campus where you have registered with us so that:
 - (i) We can provide you with the relevant products and services;
 - (j) You can access relevant course materials;
 - (k) We can fulfil our services and communicate with you about them.
- (l) To verify your identity.
- (m) To carry out research to better understand your requirements on the relevant products and services.
- (n) To personalize, report on and improve the services and products we provide to you, and to provide you with a best-in-class customer service experience.
- (o) To send you marketing communications including information about our qualifications, upcoming events and links to our blogs.
- (p) To investigate any potential maladministration, malpractice, or other non-compliance in connection with the delivery of WSET qualifications.

4. Lawful processing

We are required to rely on one or more lawful grounds to collect and use the personal information we have outlined above. We consider the grounds listed below to be relevant:

Legitimate interests

Where applicable law allows us to collect and use personal information for our or another person's legitimate interests, and the use of your personal information is fair, balanced and does not unduly impact your rights. We rely on this ground to process your personal information when we believe that it is more practical or appropriate than asking for your consent. For example, when we use your personal information to register you for and process your exams, that is a key component of our legitimate business interest in providing you with a WSET qualification. Additionally, where you provide information on the Online Classroom and Global Campus, we will rely on the legitimate interest ground to communicate with you in most instances.

Consent

Where we ask for your consent for our use of your personal information for a specific purpose. For example, we will ask for your consent to send you marketing materials via email. You always have the right to withdraw your consent.

Contract

Where it is necessary to use your personal information to fulfil a contract with you or to take steps at your request prior to entering into one. For example, when you sign up to the Online Campus and Global Classroom, you are asked to agree to our terms and conditions. This creates a contract between you and WSET. It may be necessary to use your information to update you about access to the Online Campus, or other such administrative matters.

Legal obligation

Where the processing of your personal information is necessary for us to comply with a legal obligation to which we are subject. For example, we may need to report matters from time to time to our regulators, including the Charity Commission and Ofqual.

5. Special Categories of personal information

Data protection law recognizes certain categories of personal information as sensitive and therefore requiring more protection. These categories of data include information about health, ethnicity, and political opinions.

We may collect and/or use special categories of data in connection with the provision of our services, for example in order to make adjustments for any disabilities or dietary requirements you may have. We will only process these special categories of data if there is a valid reason for doing so and where the data protection laws allow us to do so.

6. Marketing communications - Opt-in and Opt-out

In general, WSET will not send you any marketing information unless you have requested to receive e-mail/text/social media message updates from us. However, if you have made a purchase from us in the past or contacted us in relation to one of our qualifications, we may contact you in the future about similar items or qualifications. We will always provide you with an opportunity to opt out of any further communication, as discussed more below. For legal entities, such as companies, limited liability partnerships and other incorporated organizations, WSET operates, in compliance with the relevant data protection laws, an 'opt-out' policy. This means that we will continue to contact such businesses with news and information of our goods and services until we are informed that this communication is no longer required. If you (whether an individual or a legal entity) wish to be removed from our direct marketing list and do not wish to receive any further information from us (opt-out) you can inform us of this by clicking on the link at the bottom of each email communication you receive from us, or by our Contact Us page. Once this information is received, we will remove you from our direct marketing database.

7. Sharing your personal information with third parties

For us to provide you with products and services, we on occasion share some of your personal information with certain approved third parties. These include course providers, examiners, suppliers (for example, our IT services provider) and regulatory bodies (for example, Ofqual, the Charity Commission or Information Commissioner's Office).

We reserve the right to disclose your personal information to third parties:

- (a) in the event that we buy or sell any business or assets, in which case we may disclose your personal information to the prospective buyer or seller of such business or assets;
- (b) if substantially all of our assets are acquired by a third party, personal information held by us may be one of the transferred assets;
- (c) with our professional advisors *e.g.*, lawyers, where necessary to protect our interests;
- (d) if we are under any legal or regulatory obligation to do so; and
- (e) in connection with any legal proceedings or prospective legal proceedings, in order to establish, exercise or defend our legal rights.

If we share your information with any other third party, we will let you know in advance.

8. How do we keep your personal information secure?

We are committed to maintaining the security of your personal information. We conduct a data security review of any third party we are required to share your personal information with to ensure that they meet our high security standards. Every company we work with is required to have a contract with us that clearly describes how your personal information is kept secure. We will only ever share data specific to its intended use. Specific details of what data we have shared are available to you on request.

9. International Data Transfers

While WSET is based in the UK, our reach is international with candidates and course providers based around the world. This means that it is possible that personal information we collect from you will be transferred to and stored in a location outside the UK or the EEA. Please note that certain countries outside of the UK or EEA have a lower standard of protection for personal information, including lower security protections. Where your personal information is transferred, stored, and/ or otherwise processed outside the UK or EEA in a country which does not offer an equivalent standard of protection to the UK or EEA, we will take all reasonable steps necessary to ensure that the recipient implements appropriate safeguards designed to protect your personal information. For instance, we may use cloud providers to store personal information who have servers in the US and are signed up to the Privacy Shield. If you have any questions about the transfer of your personal information, please contact us using the details above.

10. Data retention – how long do we hold your personal information

We will not hold your personal information for longer than is necessary for the purposes described in this policy. If, however, you have completed one of our qualifications we will retain your information for a longer period, in order to comply with our regulatory obligations. For full details about our retention policy, please contact dataprotectioncontact@wsetglobal.com.

11. Your rights

You have several rights under data protection law, these are summarized below.

The right to be informed

You have the right to total transparency on how we are using your personal information, we will endeavour to make this clear by ensuring that this document is regularly reviewed and updated, but if you have any concerns or questions please send them to our data protection contact at dataprotectioncontact@wsetglobal.com.

Your right of access

You have the right to know what information we hold about you and how it is processed. If you wish to access your personal information, contact dataprotectioncontact@wsetglobal.com. If we are satisfied that you have a right to see this personal information and we are able to confirm your identity, we will, except in very limited circumstances provide you with this personal information.

The right to rectification

If you think that the information we hold about you is inaccurate or incomplete, or if your contact details change, please ask us to amend it by contacting dataprotectioncontact@wsetglobal.com.

The right to erasure

You reserve the right to ask us to delete your personal information; however, this is not an absolute right. We can refuse to erase personal information which we need to keep in order to comply with legal obligations. For example, we are required by HMRC to keep personal information for up to 6 years for VAT reporting purposes, and in relation to investigations by law enforcement agencies or the Information Commissioner's Office. When you ask us to delete your personal information, we may clarify with you as to whether instead you no longer wish to hear from us again. If this is the case, we may retain limited information about you to make sure you are removed from all future marketing lists.

The right to transfer your personal information (known as data portability)

You have the right to move, copy or transfer your personal information from one organization to another. If you wish to transfer your personal information, we would be happy to help. If you ask for a data transfer, we will give you a copy of your personal information in a structured, commonly used and machine-readable form (for instance, in a CSV file format). We can provide the personal information to you directly. When making a transfer request, it would be helpful if you can identify exactly what personal information you wish us to transfer. We will comply with your request within one month or, if the request is complex or there are several requests from you, within two months.

The right to object

If you would like us to stop processing your personal information:

- (a) for marketing purposes;
- (b) on the basis of legitimate interests; and/or
- (c) for research purposes

simply let us know by contacting dataprotectioncontact@wsetglobal.com

If you would like to exercise any of the above rights, or if you have any questions or complaints, please contact dataprotectioncontact@wsetglobal.com

You also have the right to contact and raise an issue with the Information Commissioner's Office. You can find the relevant details on their website: <https://ico.org.uk/>

12. Policy Update

We may update this policy from time to time to take account of any new business activity or to reflect any changes in law or best practice in relation to data protection. We will seek to make you aware of any significant changes to this policy by placing an update notice on our website.

Diversity And Equality

The Zürich Wine Academy and the Wine & Spirits Education Trust (WSET) are committed to upholding the principles of diversity and equality in all areas of its work, seeking to ensure that all candidates and other stakeholders are treated fairly and equally at all times. This policy applies to all Zürich Wine Academy and to any individual acting on behalf of WSET. The Zürich Wine Academy assures equality of opportunity for candidates by:

- Promoting open access to WSET qualifications
- Ensuring that the format and content of all specifications, exams and other WSET materials do not discriminate unlawfully against anyone on the grounds of disability, age, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation;
- Allowing candidates with special educational needs, disabilities, or temporary injuries to access WSET exams without changing the demands of the assessment in line with our Reasonable Adjustment and Special Consideration policies;
- Ensuring that WSET employees consider this policy when developing new qualifications and other WSET projects;
- Collating and monitoring data on candidate age, gender, ethnicity and access arrangements and reporting in a non-attributable format;
- Inviting feedback on diversity issues from APPs, candidates, and other stakeholders;
- Working with relevant organizations as appropriate to develop measures to identify and prevent inequality of opportunity; and
- Reviewing this policy regularly to ensure it continues to meet legislative and organizational requirements and goals.

Candidates who believe they may have been unfairly discriminated against by the Zürich Wine Academy, please contact us a info@zurichwineacademy.com. Any candidate or stakeholder who has a concern that actions of an individual connected to the delivery of WSET qualifications is against the WSET code of conduct can report their concern to info@zurichwineacademy.com or QA@wsetglobal.com.

Cancellations And Refunds

Cancellations of confirmed WSET courses must be communicated via email to info@zurichwineacademy.com or joe@zurichwineacademy.com. They are accepted up to 15 calendar days prior to the start of the course. In this case, the entire cost of the confirmed place will be refunded. If the cancellation is communicated after this period, the student will lose the right to a refund. At the time of the cancellation, student must send back the study pack previously received which must be in perfect conditions. The postage expenses will be paid by the student. The student will be responsible for any damage to the study pack. In case of damages to the study pack, the student will be required to pay the total price of books purchase. Once the cancellation is confirmed and the study pack received by the Zürich Wine Academy, the refund will be paid to the student in 15 calendar days.

Transfers of a confirmed booking either to another course or applicant can be made up to 15 calendar days before the course start date on payment of a CHF 250 admin fee plus the cost of any additional study materials which may be applicable. Transfers cannot be carried forward to the next academic year (1 August – 31 July). If a confirmed course booking is cancelled during the 15 calendar days prior to the start of the course, or at any time after the start of the course, no refund or transfer of the course fees will be made.

Examination dates are fixed to the course onto which you book. If the student cannot sit the examination on the fixed date of the booked course, he/she must send a transfer request to an alternative date by email to info@zurichwineacademy.com at least 15 calendar days before the original examination date. If an alternative exam date of another course of the same level has been already fixed by the Zürich Wine Academy, the student will not incur any administration fee. If transfer requests are made during the 15 calendar days of the examination date or the alternative date for the exam linked to new courses has not been arranged yet, the student will incur the admin fee (CHF 250) and cost of examination paper which will have been ordered via WSET Awards.

The Zürich Wine Academy reserves the right either to change the date of a course or cancel a course if the minimum required number of students is not reached. Alternative dates will be notified 15 calendar days prior to the planned start date of the original course. The enrolment fee that was already paid by the student will be transferred to the new course with no additional charge. In case the new dates were nonviable for the student, the entire course fee will be refunded in full by the Zürich Wine Academy. Please note all transfers are subject to availability on alternative course/examination dates.