

Malpractice and Maladministration Policy

Introduction:

Winetobe Bali Indonesia, as an Approved Program Provider (APP) for WINE & SPIRIT EDUCATION TRUST®, will ensure that their delivery and administration of any WINE & SPIRIT EDUCATION TRUST® coursework and qualification complies in all respects with the rules, regulations and procedures set out in Winetobe Bali Indonesia. All WINE & SPIRIT EDUCATION TRUST® Examinations run by Winetobe Bali Indonesia will be administered in line with the Centre Agreement, Code of Practice and Invigilation Instructions provided by WINE & SPIRIT EDUCATION TRUST®, and Examination Regulations issued to all APPs and Students in the Qualification Specifications.

Failure to abide by these criteria will be considered Malpractice and/or Maladministration and may affect Winetobe Bali Indonesia ability to continue teaching WINE & SPIRIT EDUCATION TRUST® qualifications.

Malpractice can arise from any act, omission, event, incident or circumstance that prejudices learners, affects public confidence in qualifications, affects the standards of qualifications which the awarding body makes available or affects the ability of the awarding body to undertake the development, delivery or award of qualifications. Maladministration relates to a failure by Winetobe Bali Indonesia Wines to offer WINE & SPIRIT EDUCATION TRUST® Qualifications in accordance with the rules, regulations and operating procedures set out in the WINE & SPIRIT EDUCATION TRUST® Operating Handbook.

Scope:

This policy, with reference to maladministration, applies to all Winetobe Bali Indonesia staff involved in administering and delivering WINE & SPIRIT EDUCATION TRUST® coursework and examinations. With reference to malpractice, this policy applies to both Winetobe Bali Indonesia staff involved in administering and delivering WINE & SPIRIT EDUCATION TRUST® coursework and examinations, as well as candidates/students undertaking WINE & SPIRIT EDUCATION TRUST® study and qualification.

Definitions:

Definition of Malpractice

Malpractice is essentially any activity or practice which deliberately contravenes regulations and compromises the integrity of the learning and assessment process and/or the validity of qualifications. The following list is not exhaustive but is intended to give examples of malpractice:

Malpractice will include, but is not limited to:

- Failure to adhere to the terms of Centre Agreement or WSET Policies and Procedures;
- Failure to comply with the APP Code of Conduct;
- Failure to carry out course or assessment delivery in accordance with WSET Awards requirements;

- Failure to adhere to WSET Awards' candidate registration and certification procedures;
- Late student registrations;
- Fraudulent claim for certificates/fraudulent use of certificates/reproduction or forgery of certificates;
- Withholding of information from WSET Awards which is critical to maintaining the rigour of quality assurance;
- Insecure storage of assessment materials;
- Submission of false or inaccurate information to gain a qualification;
- Cheating, including the use of unauthorised devices or materials;
- Disruptive behaviour in an examination;
- Plagiarism of any nature by students;
- Impersonation (including forgery of signatures);
- Any action likely to lead to an adverse effect;
- Breach of confidentiality;
- Failure to disclose Conflict of Interest;
- Issue of incorrect exam results/failure to issue results to students in a timely manner;
- Unauthorised reading/amendment/copying/distribution of exam papers;
- Failure to report changes in ownership/personnel/location/facilities;
- Denial of access to information, documentation, workforce, facilities;
- Failure to respond to WSET Awards in a timely manner;
- Failure to return examination papers within the specified timeframe or to follow delivery and tracking regulations;
- Infringement of WSET copyright, trademarks, intellectual property rights and brand identity;
- Use of unqualified and/or unregistered educators or internal assessors;
- Misleading advertising/publicity.

Major Malpractice

Serious and/or deliberate breaches of conduct, or serious neglect of professional duty which represents a high risk to the integrity of the qualification. Major Malpractice could result in the invalidation or revocation of examination results to a student and/or approval of Winetobe Bali Indonesia to act as an APP. An example of Major Malpractice would be, 'Fraudulent use of WINE & SPIRIT EDUCATION TRUST® certificates and the issue of false examination results' or 'Unauthorised amendment, copying or distribution of examination papers'.

Minor Malpractice

Minor and/or accidental breaches of conduct or neglect of professional duty, or those more major breaches not considered to be deliberate or malicious in intent, represent a lower risk to the integrity of the qualification and would not affect examination results or certification. Examples of minor malpractice could include, 'failure to follow procedures laid out in the Operating Handbook' or 'Change of examination location or altered facilities so they no longer meet the required standards'.

Definition of Maladministration

Maladministration is essentially any activity or practice which results in non-compliance with administrative regulations and requirements and includes the application of persistent mistakes or poor administration. The following list is not exhaustive but is intended to give examples of maladministration:

Maladministration will include, but is not limited to:

- Failure to follow procedures or adhere to regulations as laid out in the APP Operating Handbook;
- Failure to return examination papers within the required timeframe;
- Returning exam papers by regular post and not recorded delivery or trackable courier;
- Failure to issue results to candidates in a timely manner
- Breach or infringement of WINE & SPIRIT EDUCATION TRUST® copyright and trademarks;
- Non-payment of fees for WINE & SPIRIT EDUCATION TRUST® services or examinations;
- Breach of the Conflicts of Interest Policy;
- Breach of the Centre Agreement or APP Code of Conduct;
- A change in ownership or senior personnel of Winetobe Bali Indonesia that results in new management being unable to meet WINE & SPIRIT EDUCATION TRUST® Awards criteria.

Policy:

Winetobe Bali Indonesia will treat all allegations or reports of suspected malpractice and/or maladministration seriously and conduct a full investigation into such allegations. In addition, Winetobe Bali Indonesia will report any potential case of Malpractice by Candidates, Educators, Invigilators or Centre Staff to the Centres Co-ordinator and Quality Assurance Manager at WINE & SPIRIT EDUCATION TRUST® immediately, using the Notification of Potential Malpractice Form.

In cases where allegations of malpractice and/or maladministration made against staff of Winetobe Bali Indonesia, staff will cooperate fully with all investigations, whether internal or conducted by an Officer of WINE & SPIRIT EDUCATION TRUST®. The Main Contact agrees to co-operate fully with WINE & SPIRIT EDUCATION TRUST® in any investigation of alleged Malpractice at Winetobe Bali Indonesia, including the removal and/or suspension of staff from their WINE & SPIRIT EDUCATION TRUST® duties during such investigation.

Procedures:

Procedure for making an allegation of malpractice or maladministration:

Anybody who identifies, or is made aware of suspected or actual cases of malpractice or maladministration at any time, must immediately notify the Main Contact. The notification should be in writing/email and enclose appropriate supporting evidence.

All allegations must include (where applicable):

- Candidate's name (where a candidate is involved);

- Winetobe Bali Indonesia staff member(s)' name and job role (where staff are involved);
- Nature of the suspected or actual malpractice or maladministration, and associated dates and details;

Allegations of malpractice must be reported without delay to WINE & SPIRIT EDUCATION TRUST[®], using the appropriate form, regardless of any internal investigation that may be in progress.

In the case of suspected or confirmed maladministration, investigation should be carried and advice sought from WINE & SPIRIT EDUCATION TRUST[®] regarding corrective actions and any other consequences.

Candidates making an allegation directly against Winetobe Bali Indonesia' staff also have the avenue to notify WINE & SPIRIT EDUCATION TRUST[®] directly if they so choose.

Responsibilities and Outcomes

Winetobe Bali Indonesia will:

- Inform WINE & SPIRIT EDUCATION TRUST[®] immediately of any allegation of suspected or actual malpractice using the prescribed form;
- Inform WINE & SPIRIT EDUCATION TRUST[®] without delay in cases of confirmed maladministration;
- Provide evidence or supporting documentation as required by WINE & SPIRIT EDUCATION TRUST[®], including any initial internal investigation report
- Cooperate fully with the WINE & SPIRIT EDUCATION TRUST[®] in any resulting investigation by WINE & SPIRIT EDUCATION TRUST[®] officers
- Where an initial internal investigation is carried out by Winetobe Bali Indonesia, ensure that personnel assigned to the investigation have the appropriate level of training and competence, and that they have had no previous involvement or personal interest in the matter.
- Take all reasonable steps to prevent any further adverse effect from occurring as a result of malpractice and/or maladministration;
- Implement all required corrective actions and/or sanctions that are imposed as a result of investigation; provide evidence that corrective actions have been taken as required.

WINE & SPIRIT EDUCATION TRUST[®] will:

- Confirm receipt of a report of suspected or actual malpractice within 3 working days;
- Contact the Main Contact at Winetobe Bali Indonesia and invite them to respond prior to further action being taken;

- Request supporting evidence from Winetobe Bali Indonesia, Candidate or other parties to validate the report of suspected or actual malpractice;
- Review the details and outcome of any initial investigation carried out by the APP or anybody else involved in the case, including any mitigating circumstances;
- When supporting evidence has been supplied, conduct a full investigation of the suspected or actual malpractice to identify the cause and to determine whether malpractice has actually occurred;
- Where it is determined that malpractice has occurred, a report will be filed. This will include whether the malpractice is accidental or deliberate, and represents a major or minor threat to the integrity of the qualification;
- Determine whether any sanctions should be applied to Winetobe Bali Indonesia their staff or the candidate concerned;
- Where maladministration has occurred, review any investigation report provided, or carry out appropriate investigation and provide advice of appropriate corrective action and follow up of such corrective action;

Sanctions

Following an investigation by WINE & SPIRIT EDUCATION TRUST® Awards, it may be necessary to apply one or more of the following sanctions against Winetobe Bali Indonesia:

- Creation of an action plan / letter of warning;
- Completion of a self-assessment form by the APP;
- Completion of an APP re-approval visit (travel costs may be charged to the APP);
- Mandatory re-training of educators and / or assessors;
- Application of administration charges;
- Withdrawal of internal assessment permissions;
- Invalidation of examination results / certification;
- Withdrawal or temporary suspension of approval to offer a specific WINE & SPIRIT EDUCATION TRUST® qualification;
- Withdrawal or temporary suspension of approval to offer all WINE & SPIRIT EDUCATION TRUST® qualifications;
- Withholding examination results that are under investigation;
- Rejection of orders for further materials or examination papers;
- Withdrawal of credit facilities, and moving account to a "cash on order" basis;
- Charging of interest on overdue amounts..

Where previously agreed corrective measures are not implemented, the sanctions will progress to the next level of severity following the guidelines of the NVQ Code of Practice.

Following an investigation by WINE & SPIRIT EDUCATION TRUST® Awards, it may be necessary to apply one of more of the following sanctions against an individual candidate or candidates.

- Letter of warning;
- The disallowing of an examination result;
- The invalidation of a certificate and/or unit certificate and recall of certification already issued;
- Refusal of entry to future WINE & SPIRIT EDUCATION TRUST® qualifications.

All decisions with regard to malpractice will be communicated in writing within 20 working days following receipt of supporting documentation. Where it is not possible to respond within this timeframe, a written response will be given providing a date for completion.

Any candidate, educator, invigilator or APP has the right to appeal any decision made against them as detailed in the WINE & SPIRIT EDUCATION TRUST® Customer Service Statement.

Conflict of Interest Policy

Policy:

Winetobe Bali Indonesia, in its capacity as an Approved Program Provider (APP) for WINE & SPIRIT EDUCATION TRUST® Awards, will identify, report to WINE & SPIRIT EDUCATION TRUST®, monitor and manage all conflicts of interest which an adverse effect on the WINE & SPIRIT EDUCATION TRUST may have programs and qualifications offered. Winetobe Bali Indonesia will take all reasonable steps to prevent and/or mitigate such adverse effect where it exists.

Introduction:

This document provides guidance to all individuals engaged in activities undertaken on behalf of WINE & SPIRIT EDUCATION TRUST® Awards (the awarding organisation of the Wine & Spirit Education Trust), which have potential to lead them to act contrary to the interests of WINE & SPIRIT EDUCATION TRUST® Awards in the development, delivery, assessment and award of its regulated qualifications.

This document defines what is meant by conflict of interest, describes such conflict of interest in the context of working with WINE & SPIRIT EDUCATION TRUST Awards, identifies those conflicts of interest that can be managed and are therefore acceptable and those that cannot be managed and are therefore unacceptable. It also gives examples of potential conflict of interest.

Scope:

This policy is applicable to all members of Winetobe Bali Indonesia staff involved in delivery, administration and/or marketing of WINE & SPIRIT EDUCATION TRUST® programs of study leading to WINE & SPIRIT EDUCATION TRUST® qualification, or Winetobe Bali Indonesia staff acting in any other capacity on behalf of WINE & SPIRIT EDUCATION TRUST® Awards.

This policy may also apply in particular to employees, or family members of employees, of Winetobe Bali Indonesia undertaking study of WINE & SPIRIT EDUCATION TRUST® programs delivered by Winetobe Bali Indonesia and leading to WINE & SPIRIT EDUCATION TRUST® qualification.

This policy should be considered in instances of both actual and perceived Conflict of Interest.

Definitions:

Conflict of Interest exists where an individual has interests or loyalties that could adversely influence their judgement, objectivity or loyalty to WINE & SPIRIT EDUCATION TRUST® Awards when conducting activities associated with WINE & SPIRIT EDUCATION TRUST®

qualifications. These can arise in many different aspects of awarding organisation activity, such as:

- An individual whose personal interests or loyalties conflict with their Winetobe Bali Indonesia involvement
- An individual who receives remuneration for services that conflict with their Winetobe Bali Indonesia involvement
- An individual whose acts put Winetobe Bali Indonesia in a position of non-compliance with its regulatory responsibilities.

Whilst it would be impossible to give a definitive list of scenarios presenting potential for conflict of interest, the following have been identified resulting from WINE & SPIRIT EDUCATION TRUST® Awards' Risk Management review as being of primary significance. However, other scenarios will constitute conflict of interest, and the WINE & SPIRIT EDUCATION TRUST® will take actions to redress any such instances that come to their attention other than by declaration from the individual concerned. Such actions may also include the imposition of sanctions, if deemed appropriate.

Specific examples of conflict of interest include the following:

- The undertaking of any assessment of candidates by an individual who has a personal interest in the result of the assessment for any or all individuals concerned;
- The undertaking of any moderation of assessment of candidates by an individual who has a personal interest in the result of the assessment for any or all individuals concerned;
- The tutoring of candidates by any individual involved in the assessment process;
- The undertaking of a WINE & SPIRIT EDUCATION TRUST® regulated qualification by any individual employed by Winetobe Bali Indonesia.
- the undertaking of a WINE & SPIRIT EDUCATION TRUST® regulated qualification by any individual employed by WINE & SPIRIT EDUCATION TRUST® Awards.
- The invigilation of a WINE & SPIRIT EDUCATION TRUST® regulated qualification by any individual involved in the delivery of training leading to the assessment.
- The delivery of "coaching sessions" to examination candidates by any individual involved in the assessment of candidate scripts or the authoring of examination questions.
- The employment by Winetobe Bali Indonesia (an APP) of individuals engaged in the delivery of taught programs or in the role of Internal Assessor in another APP

Some of these examples can be managed and are therefore acceptable.

Guidance on handling conflict of interest:

Any individual engaged with WINE & SPIRIT EDUCATION TRUST® Awards in the provision of WINE & SPIRIT EDUCATION TRUST® regulated qualifications, as identified under the scope of this policy, is required to make a "Declaration of Interest" by informing WINE & SPIRIT EDUCATION TRUST® Awards of any potential conflict of interest.

Certain individuals, such as those involved in the assessment process, are also required to submit a signed declaration of "Non-disclosure". It is essential that any conflict of interest is declared to WINE & SPIRIT EDUCATION TRUST® Awards immediately to ensure this does not compromise WINE & SPIRIT EDUCATION TRUST®'s status of compliance with their Regulator, Of equal (UK).

If Winetobe Bali Indonesia were to fail to declare a potential conflict of interest, this would be a breach of the WINE & SPIRIT EDUCATION TRUST® criteria for approval, and sanctions may be applied to Winetobe Bali Indonesia approval status as a result of any such non-disclosure.

WINE & SPIRIT EDUCATION TRUST® Awards has processes and procedures in place to manage actual or perceived conflict of interest. These include the exclusive involvement of WINE & SPIRIT EDUCATION TRUST® Awards staff in the creation of all assessment materials, moderation of all internal assessment conducted by Winetobe Bali Indonesia (as the APP), and moderation of all written examinations not marked by optical mark readers.

There are of course many other instances of conflict of interest for which the WINE & SPIRIT EDUCATION TRUST® do not have documented procedures in place. Such instances will be handled on an individual basis to ensure that the integrity of WINE & SPIRIT EDUCATION TRUST® assessments is not compromised.

Responsibilities:

Winetobe Bali Indonesia Wines Responsibilities:

Winetobe Bali Indonesia, as an APP engaged in the provision of WINE & SPIRIT EDUCATION TRUST qualifications, will promptly report any potential for conflict of interest to the Centre Coordinator and Quality Control Manager at WINE & SPIRIT EDUCATION TRUST Awards.

Individuals involved in teaching or assessing WINE & SPIRIT EDUCATION TRUST programs will submit all declarations required under this policy to WINE & SPIRIT EDUCATION TRUST and will inform WINE & SPIRIT EDUCATION TRUST promptly of any change to their situation and potential conflict of interest.

Winetobe Bali Indonesia will ensure this Conflict of Interest policy is available to all candidates. Where a potential or perceived conflict of interest exists for a Candidate, Winetobe Bali Indonesia will advise the candidate to contact WINE & SPIRIT EDUCATION TRUST for further clarification and guidance.

Policy for Candidates Requiring Special Consideration

Introduction:

Winetobe Bali Indonesia Bali Indonesia, as an Approved Program Provider for WINE & SPIRIT EDUCATION TRUST® Awards, recognises that there may be circumstances where a candidate may need to request special consideration after an assessment, due to circumstances which may have unfairly disadvantaged the candidate.

Definitions:

Special consideration is an action taken after an assessment to allow candidates who have been disadvantaged by temporary illness, injury, indisposition or adverse circumstances at the time of the assessment to demonstrate attainment.

Scope:

A candidate may be eligible for special considerations if:

- performance in an examination is affected by circumstances beyond the control of the candidate. This may include recent personal illness, accident, bereavement or examination room conditions;
- alternative assessment arrangements which were agreed in advance of the assessment proved inappropriate or inadequate;

Winetobe Bali Indonesia will handle all the considerations based on our policies considering all provided documents and adjusting according the regulations of WINE & SPIRIT EDUCATION TRUST®

Responsibilities:

Candidate Responsibilities:

- Candidates must notify WINE & SPIRIT EDUCATION TRUST® Awards in writing within seven days of the examination date where special consideration is being requested, using the Request for Special Consideration Form;
- Eligibility will only be considered if accompanied by supporting independent documentation;
- Candidates should note that failure to attend examinations due to work commitments does not qualify a candidate for "Special Consideration".

Winetobe Bali Indonesia Bali Indonesia Responsibilities:

- Winetobe Bali Indonesia will provide guidance and assistance to candidates who intend to request Special Consideration, including providing them with the Request for Special Consideration Form, and advising of the deadline for submission;

Disruption as whole during examination:

- In cases of serious disruption during the examination, the Examinations Officer will submit a detailed report of the circumstances and candidates affected to the Examinations Administrator at WINE & SPIRIT EDUCATION TRUST® Awards;
- This report must be returned with the completed examination papers;

WINE & SPIRIT EDUCATION TRUST® Responsibilities

Where a candidate is unable to attend an examination due to recent personal illness, accident or bereavement, WINE & SPIRIT EDUCATION TRUST® Awards will endeavour to transfer the candidate to an alternative examination date at no extra cost;

It is also WINE & SPIRIT EDUCATION TRUST® policy that special considerations will not give unfair advantage over candidates for whom special considerations are not being applied or alter the assessment demands of the qualification as detailed in the qualification Specification.

Policy for Candidates Requiring Reasonable Adjustments

Introduction:

Winetobe Bali Indonesia, in accord with the WINE & SPIRIT EDUCATION TRUST Policy for Candidates Requiring Reasonable Adjustments, recognises that students with disabilities should have the opportunity to gain access to and participate fully in education and training life.

Scope:

This Policy applies to students who identify as having a disability and who provide Winetobe Bali Indonesia with a verification statement from a health professional, and to teaching staff who deal with students with disabilities over teaching and assessment.

Definition(s):

“Disability” in relation to a person means:

- a. Total or partial loss of the person’s bodily or mental functions; or
- b. Total or partial loss of a part of the body; or
- c. The presence in the body of organisms causing disease or illness; or
- d. The malfunction, malformation or disfigurement of a part of the person’s body;
- e. A disorder or malfunction that results in the person learning differently from a person without that disorder or malfunction
- f. A disorder, illness or disease that affects the person’s thought processes, perception of reality, emotions or judgement that results in disturbed behaviour;

Reasonable Adjustment:

- a. An adjustment is any measure or action that a student requires because of their disability, and which has the effect of assisting the student to access and participate in education and training on the same basis as students without a disability.
- b. An adjustment is reasonable if it achieves this purpose while taking into account factors such as the nature of the student’s disability, the views of the student, the potential effect of the adjustment on the student and others who might be affected, and the costs and benefits of making the adjustment.
- c. An education provider is also entitled to maintain the academic integrity of a course or program and to consider the requirements or components that are inherent or essential to its nature when assessing whether an adjustment is reasonable.

- d. A reasonable adjustment should not cause undue hardship to the education provider.

Reasonable adjustments to assessment: are variations to assessment tasks including additional time in examinations, providing examination questions in alternative formats, (e.g. audio-tape, Braille), substitution of one assessment task for another of equivalent academic merit, and provision of support personnel (e.g. readers for blind students).

Reasonable adjustments to teaching: are variations in course delivery including audio or video recording of lectures, provision of personal notes or copies of overheads to students, provision of sign language interpreters, and using accessible venues.

Policy:

Winetobe Bali Indonesia will make reasonable adjustments to accommodate students with disabilities without compromising the academic standard or essential nature of the course:

- a. Students with disabilities are subject to standard rules and procedures regarding assessment and teaching. Variations are only available where the student can demonstrate disadvantage as a result of disability;
- b. Adjustments are intended to minimise any competitive disadvantage that a person experiences as a result of their disability, rather than provide a competitive advantage.
- c. All agreed adjustments are to be pre-approved by the WINE & SPIRIT EDUCATION TRUST and recorded on the student file.

Responsibilities:

Students with a Disability

It is the responsibility of students with a disability to:

- a. Identify as a student with a disability and request information on support arrangements at the time of application.
- b. Provide a verification statement of disability from an authorised assessing professional.
- c. Students are advised to consult Winetob staff well in advance to discuss issues/concerns and possibly negotiate Reasonable Adjustments.
- d. All requests for reasonable adjustments should be submitted at least two months before commencement of study, to ensure the required adjustments can be prepared/implemented.

Manager / Coordinator & Teaching Staff

It is the responsibility of the Manager/Coordinator and/or Teaching Staff to:

- a. Discuss support measures and reasonable adjustments following a student request.
- b. Where appropriate, coordinate additional expert advice.
- c. Coordinate the provision of all specialised requirements (e.g. print in alternative formats, wheelchair accessible rooms & facilities, participation assistants).
- d. Where appropriate, ensure Alternative Examination/Assessment Arrangements are pre-approved by WINE & SPIRIT EDUCATION TRUST.
- e. Ensure that reasonable adjustments and special arrangements are communicated and facilitated with the student during the course delivery
- f. Ensure, in consultation with the Manager & with WINE & SPIRIT EDUCATION TRUST, that the agreed reasonable adjustments do not compromise academic integrity.
- g. Inform the student of the arrangements and venue for examinations.
- h. Inform the examination supervisor of all special arrangements made.

All the data of applicants or students under complains and reasonable adjustments policy will be handle according Winetobe Bali Indonesia Data Protection Policy.

Winetobe Bali Indonesia Complaints Policy

Introduction:

Winetobe Bali Indonesia is committed to providing a learning and working environment in which

complaints are responded to promptly and with minimum distress to all parties. Winetobe Bali Indonesia is committed to a visible, accessible and fair complaints process.

Winetobe Bali Indonesia views student complaints as providing an opportunity to review and improve its policies and practices, and also to gain insight into student levels of satisfaction.

Scope:

This policy applies to student complaints made in the context of Winetobe Bali Indonesia's provision of

WINE & SPIRIT EDUCATION TRUST® Courses and Examinations as a WINE & SPIRIT EDUCATION TRUST® Approved Program Provider.

Definitions:

What is a complaint?

A complaint is a formal statement expressing dissatisfaction made to a manager that requires action or response.

The complaint may be in relation to any aspect of the course delivery, conduct of teaching staff or management, or matters pertaining to the examination process or content.

Where the complaint is in regard to a possible incorrect examination result, Winetobe Bali Indonesia will provide students with appropriate information regarding the WINE & SPIRIT EDUCATION TRUST® Enquiry and Appeals Process.

Policy:

Winetobe Bali Indonesia's procedures for handling student complaints are based on confidentiality,

impartiality, procedural fairness and prompt resolution.

Where complaints are of a minor nature, they may be resolved in an informal way. An informal approach is appropriate when it can be achieved. But if concerns cannot be satisfactorily resolved informally, then the formal complaints procedure should be followed.

The formal complaints procedure is intended to ensure that all complaints are handled fairly and consistently. All formal complaints must be submitted in writing, via email or written correspondence. All formal complaints will receive a written response of the outcome

of the complaint, following appropriate investigation of the circumstances.

Winetobe Bali Indonesia Email admin@Winetobe.com

14 Jalan Batu Bolong, Bali.

Website www.Winetobebsli.com

Responsibilities

Winetobe Bali Indonesia' responsibilities will be to:

- acknowledge any formal complaint received in writing within 7 working days
- respond within a stated period of time of 15 working days with either a conclusion or a further update depending on the severity of the complaint
- deal reasonably and sensitively with the complainant
- cooperate fully in any investigation process
- take action where appropriate, including any corrective action necessary to prevent recurrence;
- if the complaint relates to examination content or results, provide the student with the relevant WINE & SPIRIT EDUCATION TRUST® guidance notes and forms to allow the student to utilise the

WINE & SPIRIT EDUCATION TRUST® Enquiries and Appeals process

A complainant's responsibility is to:

- bring their complaint, in writing, to Winetobe Bali Indonesia' attention within 7 working days

of the issue arising, or within 7 days of completion of the course or examination;

- explain the problem as clearly and as fully as possible with your expected outcome;
- allow Winetobe Bali Indonesia Wines a reasonable time to deal with the matter
- recognise that some circumstances may be beyond Winetobe Bali Indonesia control

Outcomes

Students will receive written advice of the outcome of their complaint. Some of the possible outcomes of a student complaint include:

- Through the resolution process the student gains a better understanding of the situation so that his/her concerns are addressed.
- A mutually acceptable resolution is reached through conciliation or mediation.
- The student receives an apology, and/or the issue or behaviour that was the basis of

their complaint is modified.

In some cases, the complaint cannot be substantiated, and no further action will result.

Confidentiality & Documentation

All documentation relating to complaints will be kept strictly confidential and will not be accessible to anyone who is not directly involved in handling the complaint. Any material about the outcome of the complaint will be placed on the appropriate student file.

A register of complaints made (anonymous of names), along with their outcomes, will be maintained for the purpose of continuous improvement of policies and practices.

- If the above steps have all been completed and the student is still dissatisfied, they may wish to file a complaint with WSET about the APP •This should be included as the final step in your APP's Complaints Policy and students should be referred to WSET's Quality Assurance Team (qa@wsetglobal.com)

Privacy Policy Winetobe Bali Indonesia, to explain how we manage, share and protect your information.

Key Principles

Your personal data is very important and there is a range of relevant laws in place to ensure that it is safeguarded (the most important being the General Data Protection Regulations or “GDPR”). Winetobe Bali Indonesia is committed to protecting your personal data and complying with those laws.

In practice, this means that all personal data which we hold about you will be:

- used lawfully, fairly and in a transparent way
- collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes
- relevant to the purposes we have told you about
- accurate and kept up to date
- kept securely using our computer advanced systems of Magento Data Base and other software’s to protect outsiders to access to data.

This Privacy Policy sets out how Winetobe Bali Indonesia uses and protects any information that you give us including when using this website.

What Information we collect about you and how it is used

You may give us personal data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes:

- information that you provide by filling in forms on our website: when contacting us we request your name, telephone number and email address - this information is used to respond to your request for further information on our services
- Social Media: information that you provide to us on our Social Media pages, such as Facebook, Twitter and Linked-In.
- order details: information that you provide in relation to an order or a product you have purchased.
- transaction details: details of transactions which you undertake with us (whether through our website or otherwise) and of the fulfilment of your orders (such as your delivery address and financial details).

- WINE & SPIRIT EDUCATION TRUST (Wines Sprits Education Trust): require information if you sit their exams and courses, which we collect and pass it to them – here is a link to their privacy policy: <https://www.Wine & Spirit Education Trustglobal.com/privacy-and-cookie-policy/>

Third parties or publicly available sources

We may receive Anonymised Data and/or Aggregated Data from various third-parties and public sources such as those set out below:

- data from analytics providers, advertising networks (such as Google AdWords / Google Shopping) and search information providers (all of which may be based outside the EU); and
- contact, financial and transaction data from providers of technical, payment and delivery services, such as PayPal and WorldPay (which may be based outside the EU).

Your Rights

You have several individual rights relating to the processing and storage of your personal data, as follows:

- the right to be informed
- the right of access
- the right to rectification
- the right to erasure
- the right to restrict processing
- the right to data portability
- the right to object
- rights in relation to automated decision making and profiling

More detail on any of these points can be found at the Information Commissioner's Office website.

[www.winetobebali.com/data protection](http://www.winetobebali.com/data-protection)

Withdrawal of consent, erasure, and information access

Please email us at admin@winetobe.com to request either of the following:

- the deletion of information that we hold on you

Cookies

Cookies are small text files that are placed on your computer by websites that you visit to identify you. They are widely used in order to make websites work, or work more efficiently, as well as to provide you with a faster, more efficient, and enhanced service. We use Google Analytics cookies to collect information about how our visitors use our site. This software provides us with information regarding your engagement and usage of the website, but will not store, save or collect any personal information. We use this information to improve your experience. More information can be found here:

www.google.co.uk/intl/en/analytics/privacyoverview.html

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

Equal Opportunities Policy

Policy Statement

Winetobe Bali Indonesia, as an Approved Program Provider (APP) for WINE & SPIRIT EDUCATION TRUST® Awards, fully supports the principles of Equal Opportunities. We strive to ensure that all candidates for the WINE & SPIRIT EDUCATION TRUST® qualifications are treated fairly and on an equal basis.

Responsibilities

Equal Opportunities are assured by Winetobe Bali Indonesia (as an APP for WINE & SPIRIT EDUCATION TRUST® Awards) via the following commitments:

- the selection, recruitment and training of teaching and administrative staff;
- the requirement of all staff involved in any aspect of WINE & SPIRIT EDUCATION TRUST® course delivery arrangements at Winetobe Bali Indonesia to comply with this policy;
- (with the support of the WINE & SPIRIT EDUCATION TRUST®): ensuring there are no barriers to entry to the WINE & SPIRIT EDUCATION TRUST® units and qualifications for disabled people, women or men, or people from different racial groups, other than those directly related to the integrity of the units or qualifications. The nature of any barriers will be stated and the inclusion of the requirements that create the barrier justified only and explicitly in terms of the integrity of the unit or the qualification. Details of how the effect of any barriers will be mitigated will be recorded, including using access arrangements or including Reasonable Adjustments;
- promoting practices and procedures in that give equal opportunities to everyone;
- the variation of any conventional rules and regulations for the conduct of examinations which might inhibit the performance of candidates with specific needs, provided that the standard, quality and integrity of the assessment is not compromised;
- the consideration of all aspects of this policy from the earliest stages in our operation as an APP for WINE & SPIRIT EDUCATION TRUST® Awards;
- working as appropriate with the WINE & SPIRIT EDUCATION TRUST® to develop measures to identify and prevent inequality of opportunity for candidate;

- making every effort to ensure that there is equality of opportunity in the assessment process, regardless of the candidate's gender, age, racial origin, religious persuasion, sexual orientation or disability;
- ensuring, to the best of our ability, that any documentation produced does not contain language or images which may be regarded as offensive or stereotypical, and reflects the diversity of contemporary society;

Further Information

Candidates may also refer the WINE & SPIRIT EDUCATION TRUST®'s own Equal Opportunity Policy– this is available to candidates on request.

Candidates who believe they have been discriminated against should contact Winetobe Bali Indonesia (as the APP) for further advice.

Main contact will be Ms Hesi Mandasari +62 821 88766055 admin@winetobe.com

Cancelation and Refund Policy

Level 1 Award in Wines:

Cancellations up until 21 days prior to the start of the course – course fees will be refunded to the payee, minus a cancellation fee of 500,000 IDR and the cost of study materials if already issued (300,000 IDR).

Cancellations within 21 days of the course date – there will be no refund of fees.

Requests for transfer (to a later course) up until 21 days prior to the start of the course may be granted subject to availability of places, with payment of a 500,000 IDR administration fee.

Requests for transfer within 21 days of the course date will only be granted in certain circumstances (i.e. illness with a medical certificate). The 500,000 IDR administration fee will apply, and if examination papers have already been ordered an examination transfer fee of 1 Million IDR will also apply.

Level 2 Award in Wines:

Cancellations up until 60 days prior to the start of the course – course fees will be refunded to the payee, minus a cancellation fee of 500,000 IDR and the cost of study materials if already issued (700,000 IDR).

Cancellation between 60 and 30 days prior to the start of the course – a 50% refund will apply, after the cancellation fee of 500,000 IDR and cost of study materials has been deducted.

Cancellations within 30 days of the course starting date – there will be no refund of fees.

Requests for transfer (to a later course) up until 30 days prior to the start of the course may be granted subject to availability of places, with payment of a 500,000 IDR administration fee.

Requests for transfer within 30 days of the course date will only be granted in certain circumstances (i.e. illness with a medical certificate). The 500,000 IDR administration fee will apply, and if examination papers have already been ordered an examination transfer fee of 1 Million IDR will also apply.