



DBM Wine School Policy Document

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Conflict of Interest Policy

As an Approved Programme Provider (APP) of WSET, DBM Wine School ('we', 'us') is required to identify to WSET and assist in the managing or monitoring of 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 DBM Wine School processes and procedures. This policy applies to all DBM Wine School staff and students and to any individual acting on behalf of DBM Wine School. A Conflict of Interest exists where an individual has interests or loyalties that could adversely influence their judgement, objectivity, or loyalty to WSET or DBM Wine School when conducting activities associated with WSET qualifications. Examples of Conflicts of Interest include:

- 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 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 undertaking of a WSET qualification by any individual employed by an APP
- The invigilation of a WSET assessment by any individual involved in the delivery of training leading to the assessment
- The coaching of candidates by any individual involved in the assessment of candidate scripts
- The employment by an APP of individuals engaged in the delivery of taught programmes or in the role of Internal Assessor in another APP
- 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 a family member of one of DBM Wine School's educators or APP staff takes a qualification and exam through DBM Wine School, or when an employee of DBM Wine School, or of the WSET, takes a WSET qualification through DBM Wine School, DBM Wine School must notify WSET in advance and then work with WSET 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 can overcome the conflict created 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 DBM Wine School who becomes aware of a Conflict of Interest must inform Richard Davis at richard@dbmwines.co.uk. Richard Davis 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 DBM Wine School decide that the conflict is not manageable, DBM Wine School 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 DBM Wine School because it is required to report such conflicts to WSET.

Any staff member involved in the delivery, administration, invigilation or assessment of a WSET qualification must declare to Richard Davis any actual, potential or perceived conflict of interest relating to that activity, before undertaking it wherever possible, or as soon as it becomes apparent. Richard Davis will assess each declaration with WSET on a case by case basis.

DBM Wine School maintains a Conflict of Interest Register recording all declarations and any mitigating actions agreed, held and reviewed periodically by Richard Davis.

Reasonable Adjustments Policy

Both WSET and DBM Wine School 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 DBM Wine School to work with each student before an assessment, gather the information needed to submit a request to WSET, and work with WSET to make arrangements that give students equitable 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. The use of a reasonable adjustment does not impact WSET's marking or the result of the candidate's exam. The goal of reasonable adjustments is to equalise access for candidates – they must not give unfair advantage to candidates receiving the adjustment or affect the reliability and validity of the assessment outcomes as detailed in the applicable Specification. WSET cannot agree to reasonable adjustments where the candidate's particular difficulty directly affects performance necessary to complete the assessment outcomes (e.g., if a student cannot taste for a Level 3 Exam where tasting is necessary).

Examples of reasonable adjustments include:

- 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
- Reorganising the assessment room, such as removal of visual stimuli for an autistic candidate

DBM Wine School will gather the information needed from students 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, DBM Wine School 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, DBM Wine School 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 wineschool@dbmwines.co.uk with:

- Full name

- Contact information
- Description of the special need, disability, or differing ability that requires an adjustment
- Supporting documentation
- Students must submit this information at least 6 weeks before the exam date for Level 1-3 qualifications and at least 8 weeks before the exam date for Level 4 Diploma. The information students submit will be shared with WSET and will be handled under WSET's Privacy and Data Protection Policy.

Records relating to reasonable adjustment requests, including supporting evidence and decisions made, will be retained in line with DBM Wine School's data retention arrangements as set out in its Privacy and Data Protection Policy.

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 exam. Special consideration is only for things that happen immediately before or during an exam that have a material impact on the student's ability to take the exam or on their performance. To be eligible for special consideration, students must have completed the whole course and would have been fully prepared if not for temporary illness, injury, or another uncontrollable event. A special consideration may be for an individual (e.g. a student becomes ill on the day of the exam) or a group of students (e.g. an exam is interrupted by a natural disaster).

Students may be eligible for special consideration if:

- Their performance on the exam is adversely affected by an event outside of their control. This may include temporary illness, temporary injury, bereavement, or exam room conditions
- Reasonable adjustments which were agreed to in advance of the exam proved to be 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 a student has taken an exam, or their exam is quickly approaching, and they feel that they have a temporary injury or illness, or other uncontrollable event that has interfered with their ability to complete the exam, they should please contact wineschool@dbmwines.co.uk as soon as possible. DBM Wine School will provide them with a Special Consideration Application Form, which must be completed and returned with supporting documentation within 3 days after the affected exam. The information a student submits will be shared with WSET and will be handled under WSET's Privacy and Data Protection Policy.

If there has been a serious disruption during an exam affecting a group of students, DBM Wine School will submit a detailed report of the circumstances and candidates affected to

WSET to request special consideration. DBM Wine School will keep records of all applications for special consideration.

Malpractice and Maladministration Policy

Both DBM Wine School and WSET have policies and procedures in place to protect WSET students and safeguard the integrity of WSET qualifications. DBM Wine School ensures compliance with DBM Wine School and WSET's policies through this Malpractice and Maladministration Policy, which gives a framework for both DBM Wine School and students to identify, report, and manage potential malpractice or maladministration.

Non-compliance with DBM Wine School 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
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 a party fails to implement corrective measures, repeats the same or a similar incident, or attempts 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 which WSET and DBM Wine School have not yet seen. Some examples of malpractice or maladministration include:

APP Malpractice:

- Failure to follow WSET requirements for course delivery or exam regulations
- Failure to follow WSET's candidate registration and certification procedures
- Late student registrations
- Fraudulent claim for certificates/fraudulent use of certificates/reproduction or forgery of certificates
- Withholding critical information from WSET quality assurance Insecure storage of exam materials
- 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
- Issue of incorrect exam results/failure to issue results to students promptly

- Failure to promptly respond to WSET Unauthorized reading/amendment/copying/distribution of exam papers
- Failure to report changes in APP ownership/personnel/location/facilities
- Denying WSET access to information, documentation, workforce, or facilities
- Failure to return exam papers within the specified time limit or to follow delivery and tracking regulations
- Infringements of WSET copyright, trademarks, intellectual property rights, and brand identity
- Use of unqualified and/or unregistered educators or internal assessors
- Breach of confidentiality
- Misleading advertising/publicity
- Any action likely to lead to an adverse effect Failure to disclose a Conflict of Interest

Student Malpractice:

- Cheating, or facilitating cheating, including the use of unauthorised devices or materials
- Disruptive behaviour in an exam
- Plagiarism of any nature by students
- Impersonation (including forgery of signatures)
- Unauthorised reading/amendment/copying/distribution of exam papers
- Any action likely to lead to an adverse effect
- Breach of confidentiality

In general, DBM Wine School also expects that both DBM Wine School staff and students will treat others and be treated professionally and respectfully at all times. DBM Wine School will treat inappropriate behaviour, including verbal or physical abuse, persistent or unrealistic demands, or threats that cause stress to staff, as misconduct and may report such student misconduct to WSET as necessary.

Reporting and Investigation of Malpractice or Maladministration

As an APP, DBM Wine School aims to ensure compliance with WSET Policies and DBM Wine School policies and will keep records of potential or actual malpractice or maladministration by students or staff. DBM Wine School is required to notify WSET at once 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.

DBM Wine School asks that students also raise any concerns or non-compliance issues that may be malpractice or maladministration with DBM Wine School as soon as possible by following the process outlined in the DBM Wine School Complaints policy.

During WSET's investigation, they may reach out to DBM Wine School or to students 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.

Potential sanctions may include:

Sanctions Applicable to APPs

Sanction	Description
Written Warning	A letter informing the Main Contact of the non-compliance incident and stating that further action will be taken in case of recurrence/other non-compliance incidents.
Training	Training/re-training for APP staff, to be completed within a specified time
Action Plan	A statement of specific actions to be implemented by the APP by a set date
Use of Independent Verifiers/Observers/Assessors/Invigilators	The appointment for a specified time, at the APP's expense, of independent verifiers/observers/assessors/invigilators to ensure that delivery of courses and assessments is compliant with WSET Policies and Procedures
Invalidation of Results/Suspension of Certification	WSET may declare an assessment null and void and may, for specified time or until a specific matter has been rectified, refuse to issue certificates to candidates from an APP
Suspension/Withdrawal of Approval to Run Specific WSET Qualification(s)	WSET may suspend or withdraw an APP's approval to offer one or more of its qualifications. Suspension may be for specified time or until a specific matter has been resolved
Suspension/Withdrawal of APP status	WSET may suspend or withdraw an APP's approval to offer WSET qualifications, in which case provisions for Withdrawal of Approval will come into effect; at the time of withdrawal, the APP will be informed of the earliest date at which it can reapply and any special measures it will need to take prior to this application

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 more of the following sanctions:

Sanctions Applicable to Students/Candidates

Sanction	Description
Written Warning	The student is issued with a written warning that if the offence is repeated within a set period of time, then further specified sanctions will be applied
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 taking part in the concerned qualification with immediate effect and excluded from any further WSET qualifications for 12 months; this includes access to WSET materials
Student Disqualification	The student is disqualified from taking part in any courses or assessments leading to WSET qualifications; 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

When a student wishes to appeal penalties or sanctions which WSET has imposed due to Malpractice or Maladministration, they should please follow the procedures laid out in WSET's Complaints Policy.

Complaints and Appeals Policy

Purpose

DBM Wine School is committed to providing a high standard of teaching, administration and customer service to everyone who studies with us. We want to hear from you if something has gone wrong, so that we can put it right. This policy explains how to raise a complaint, what you can expect from us in response, and how to appeal or escalate a complaint if you remain unhappy with the outcome.

Who this policy applies to

This policy applies to anyone studying, or applying to study, a WSET qualification with DBM Wine School, whether you are attending as a trade or industry professional or as a member of the public. It covers complaints about teaching, course content, administration, facilities, staff conduct, and the running of exams.

Before you complain

Many concerns can be resolved quickly through an informal conversation. If you are unhappy about something during a course, please speak to your tutor or a member of the team at the time, where possible. If this does not resolve the issue, or you would prefer to raise it formally from the outset, please follow the process below.

How to make a formal complaint

Please submit your complaint in writing, by email, so that we have a clear record of it.

1. Email education@dbmwines.co.uk , marked 'Complaint'
2. Include your full name, contact details, the course or qualification concerned, the date(s) involved, and a clear description of your complaint. Please attach any supporting documents you have.
3. If you are complaining on behalf of someone else, please confirm you have their permission to do so.

What happens next

- We will acknowledge your complaint within 5 working days of receiving it.
- Our complaints manager will investigate your complaint, which may involve speaking to you, to a tutor, or to other staff members.
- We aim to give you a full written response within 10 working days of acknowledging your complaint. If we need longer, for example because the matter is complex, we will tell you why and give you a revised timeframe.
- Your complaint will be treated confidentially and will not affect your treatment as a student or, where relevant, your exam result.

If you are not satisfied with the outcome

If you remain unhappy after receiving our response, you may appeal in writing to the complaints officer at: education@dbmwines.co.uk within 7 working days, setting out why you believe the outcome was wrong or the process was unfair. Appeals will be reviewed by a senior member of the DBM Wine School team who was not involved in the original investigation, and we will respond within 10 working days.

Escalating to WSET

We hope to resolve all complaints ourselves. Only once you have completed the full process set out above, and remain dissatisfied with the outcome, should you contact WSET directly. WSET will generally not investigate a complaint that has not first been through DBM Wine Schools own complaints process.

WSET's Governance Team can be contacted at governance@wsetglobal.com.

Malpractice, maladministration and exam-related concerns

If your complaint relates to a suspected breach of exam conditions, dishonesty, or any practice that could threaten the integrity of a WSET qualification, this will also be handled under DBM Wine Schools Malpractice and Maladministration Policy, and we are required to notify WSET of any such concerns.

Record keeping

We keep a confidential record of all formal complaints, how they were investigated, and their outcome, in line with our Privacy and Data Protection Policy. We use this information to identify any patterns and improve how we run our courses.

Contact us

Complaints Officer: Richard Davis

Email address: education@dbmwines.co.uk

Privacy and Data Protection Policy

Data protection

DBM Wine School is fully committed to UK data protection law and is dedicated to the privacy of your information. We will not release your personal information to any company outside DBM Wines for mailing or marketing purposes unless you have given us your express permission to do so. However, you should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your personal information, we are entitled to do so.

Credit card details

We do not store any credit card details on the website. We use encryption systems to ensure credit card details are sent in secure format and we will continue to use new security protocols and software as they become available. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the website.

Internal use of personal information

We collect personal information when you join DBM Wine School, make a purchase from this website, or enrol on one of our WSET wine courses. The information is used to enable us to process and deliver your order or course booking. By registering your details with us, you consent to DBM Wine School maintaining, recording, holding and using personal data we collect about you. Information can also be collected to allow DBM Wine School to send you offers or course updates which we feel will be of particular interest to you. You agree that you do not object to us contacting you for any of the above purposes whether by telephone, email or in writing, and you confirm that you will not consider any of the above as being a breach of any of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003. You can withdraw your consent to marketing contact at any time.

DBM Wine School uses 'cookies' placed in the browser file to help us collect general information about the behaviour of visitors on our site. This helps us to constantly monitor and improve our website's functionality.

Data Retention

DBM Wine School retains personal data only for as long as necessary to fulfil the purposes for which it was collected, including administering WSET qualifications, meeting WSET APP requirements, and complying with legal and regulatory obligations. Personal data relating to enrolment, assessment, and qualification records is retained for 6 years, after which it is securely deleted or anonymised.

Wine course students: data shared with WSET

DBM Wine School is a WSET Approved Programme Provider. If you enrol on a WSET wine course with us, we are required to share certain personal data with WSET (Wine & Spirit Education Trust) so that you can be registered for your course and exam, and so that your certificate can be issued. This typically includes:

- Name(s) and date of birth
- Email address
- Postal address
- Course enrolment and exam results
- Where applicable, documentation you provide in support of a reasonable adjustment or special consideration application (for example, medical evidence)

We only share what WSET needs in order to register and assess you. Reasonable adjustment or special consideration documentation is treated as sensitive data: it is stored separately from general course records, access is limited to staff who need it to process your application, and it is deleted once no longer required.

At enrolment, we will ask you to confirm that you understand and agree to your data being shared with WSET for these purposes. We will not submit your exam registration to WSET without this. Once your data reaches WSET, it is handled under WSET's own Privacy Policy, available at <https://www.wsetglobal.com/privacy-and-cookie-policy/>, which we encourage you to read. In summary, WSET holds exam candidate data (including exam data, health data, and reasonable adjustment or special consideration information where applicable) for 10 years, and bank details relating to payment for 6 years. WSET is registered with the Information Commissioner's Office under reference Z8972470, and its Data Protection Lead can be contacted at dpc@wsetglobal.com.

Your rights

Under UK data protection law, you have the right to access a copy of the personal data we hold about you, ask us to correct inaccurate data, ask us to delete your data where we are not required to keep it, and object to or restrict certain uses, including marketing. For general background on UK data protection law, see <https://www.gov.uk/data-protection>. To exercise any of these rights, or if you have any questions about this policy, please contact us using the details below. Please note that some data, such as exam results, is held by WSET directly once shared with them and must be requested from WSET.

Diversity, Equality and Inclusion Policy

Our commitment

DBM Wine School is committed to developing an inclusive and diverse learning environment, where every student feels valued and respected. We consider and uphold the principles of diversity, equality and inclusion in all areas of our work, and we are committed to continuously improving in this area.

We seek to ensure that all students, staff, tutors and other stakeholders are treated fairly and equally, regardless of background, and that practical barriers to studying with us, whether in scheduling, venue access, or learning support, are identified and reduced wherever reasonably possible.

Who this policy applies to

This policy applies to everyone who studies, teaches, or works with DBM Wine School, including students, tutors, and any other staff or contractors involved in delivering WSET qualifications on our behalf.

Equal access to our courses

We are committed to ensuring that:

- Access to our WSET courses is open and only subject to WSET's and our own entry requirements and the legal minimum age for the retail purchase and tasting of alcohol
- No student is treated unfairly on the grounds of disability, age, marriage or civil partnership, gender reassignment, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or any other protected characteristic under the UK Equality Act 2010
- Course scheduling, format, and venue are designed to remove practical barriers to attending, rather than assuming a single 'typical' student

- Students with a disability, specific learning difference, or temporary injury can request a reasonable adjustment or special consideration for their exam, in line with WSET's Reasonable Adjustment and Special Consideration Policies, without any change to the standard being assessed

Supporting different learners

Where a student lets us know they have an additional learning need, such as a specific learning difference, or that they are returning to formal study after a long break, we will consider what reasonable support we can offer to help them prepare with confidence. Any such support is there to complement existing course content, not to add to or depart from the WSET specification, so that every student remains assessed to the same standard.

We also aim to offer flexibility in how our courses are scheduled and delivered, recognising that students come to us with different work patterns and personal circumstances, and we keep this under review as part of our commitment to accessible learning.

Our venue

Our venue is physically accessible and well connected by transport links, so that students can attend as easily as possible. If you have a specific access requirement, please let us know in advance and we will do what we reasonably can to accommodate it.

If you have a concern

If you believe you have experienced unfair treatment or discrimination while studying with DBM Wine School, please raise this with us in the first instance, following our Complaints and Appeals Policy. We take any such concern seriously and will investigate it thoroughly and confidentially.

If, having raised your concern with us, you believe the conduct of anyone connected with the delivery of a WSET qualification breaches the WSET Code of Conduct, you may also report this to WSET directly at governance@wsetglobal.com.

Reviewing this policy

We review this policy regularly to make sure it continues to reflect our commitments, our legal obligations, and the needs of our students, and we welcome feedback on diversity and inclusion at any time.

Contact us

education@dbmwines.co.uk

Refunds and Cancellation Policy

Why this policy exists

As a small independent education provider, DBM Wine School incurs significant costs as soon as a booking is confirmed, including course planning, WSET registration and administration, study materials, and wine purchasing for tastings. For this reason, course bookings are non-refundable once confirmed, except as set out below.

Transfers

If you notify us at least 42 calendar days before your course begins, we will offer a one-time transfer of your booking to a future course date, subject to availability. No refund will be given; your fee will instead be credited against the new course date which must be within 6 months of the original course date booked.

Transfer requests made within 42 calendar days of the course start date will not normally be accepted, but we will always consider requests arising from exceptional circumstances sympathetically. Please contact us to discuss your situation.

No-shows

If you do not attend a course you have booked and have not requested an eligible transfer in advance, no refund, transfer or credit will be given.

Changing your exam date

Your exam date is fixed to the course you book onto. If you need to change it, please contact us at least 20 working days before your original exam date. An administration fee applies, reflecting the fee WSET charges us to make this change; please contact us for the current amount. Requests made within 20 working days may incur an additional charge to cover the cost of an exam paper already ordered on your behalf; we will confirm this with you before proceeding.

Missed sessions

If you are unable to attend part of a course, please let us know as soon as possible. Where we can, we will advise you on what was covered and recommend resources to help you catch up.

If we cancel or make a significant change

Occasionally we may need to cancel a course, for example if it does not reach the minimum number of students required, or make a significant change to its advertised content, tutor, or format. Where this happens, we will notify you as soon as possible and, under normal circumstances, at least one calendar month before the course start date. You may choose either:

- a full refund; or
- a transfer to an alternative course date, subject to availability.

If a study pack or other materials have already been sent to you, we may deduct their cost from any refund given. DBM Wine School is not responsible for travel, accommodation, or other consequential costs you may incur as a result of a cancellation or change.

In exceptional circumstances outside our control, we will notify all affected students at the earliest opportunity and offer the alternative arrangements set out above.

Venue

We reserve the right to change the venue of any course to a similar venue nearby if necessary.

Age requirement

All course participants must be aged 18 or over, in line with the UK legal minimum age for the retail purchase and tasting of alcohol.

How to contact us

All cancellation, transfer and exam change requests must be made in writing by emailing:

wineschool@dbmwines.co.uk