



Sweet&Chilli Company Policy

WSET

Effective from 9 October 2023



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1.0 Scope:

The following document is an extract of Sweet&Chilli's company policy including all policies that must be adhered to when conducting WSET educational services. These policies have been formulated after a review of Ofqual policy suggestions. These suggestions have been fully adopted by Sweet&Chilli as they emulate company values and align with the requirements of regulatory bodies in Australia (AQF) and UK (Ofqual).

These policies are:

- **Reasonable Adjustments Policy**
- **Special Consideration Policy**
- **Malpractice and Maladministration Policy**
- **Conflict of Interest Policy**
- **Student Diversity and Equality Policy**
- **Complaints Handling Policy**
- **Course Cancellations & Refunds Policy**
- **Privacy Policy**
- **Sweet&Chilli WSET Website Terms and Conditions**

This document will be made freely available upon request to all future WSET students to view prior to their enrolment with Sweet&Chilli. All company employees will be made fully aware of the following policies and adhere to them.



1.1 Reasonable Adjustments Policy

Sweet&Chilli and the Wine & Spirits Education Trust (WSET) share a commitment to providing equal opportunities for all students, regardless of their disability or differing ability. This policy outlines our commitment to making WSET assessments accessible to all students and the process for requesting and implementing reasonable adjustments to ensure a fair and equitable assessment experience.

What Are Reasonable Adjustments?

Reasonable adjustments are accommodations or arrangements that aim to minimize the impact of known disabilities or difficulties that significantly disadvantage a student during their assessment. It is important to note that the use of reasonable adjustments does not influence how WSET grades your exam or your final result. However, it's essential to understand that WSET cannot approve reasonable adjustments if the specific difficulty directly affects the essential skills required to complete the assessment outcomes, such as the inability to smell or taste for a Level 3 Exam. The objective of reasonable adjustments is to provide equal access to WSET qualifications without conferring unfair advantages over other students or compromising the assessment's integrity, as described in the course specification.

Examples of reasonable adjustments may include:

- Extending standard assessment timings, allowing candidates extra time to complete the assessment activity.
- Adapting assessment materials, such as providing materials in large text format for visually impaired students.
- Providing access facilitators during assessments, such as sign language interpreters or readers for students with hearing or reading impairments.
- Modifying the assessment environment, such as removing visual stimuli for candidates on the autism spectrum.

Our Process for Requesting Reasonable Adjustments

Sweet&Chilli is committed to working with students to facilitate the reasonable adjustment process effectively. We will gather the necessary information from you to submit a Reasonable Adjustment Application to WSET. Please note that WSET must approve and implement reasonable adjustments before the assessment activity occurs.

Prior to Enrolment: Sweet&Chilli will provide all students with access to this policy and an opportunity to identify any special needs that might necessitate a reasonable adjustment.

Upon Identifying a Special Need: If a student identifies a special need, Sweet&Chilli will promptly provide the student with the Reasonable Adjustment Application form and collaborate with the student to collect the required information.

Submitting a Request: If you require a reasonable adjustment, please contact us at Nick Veale, WSET@sweetandchilli.com.au, (02) 8399 5100 and provide the following information:

- Your full name
- Contact information
- A description of the special need, disability, or differing ability that requires an adjustment
- Supporting documentation

Submission Deadline: Please submit this information at least 20 business days before the exam date for Levels 1-3 qualifications and at least 40 business days before the exam date for Level 4 Diploma qualifications. The information you provide will be shared with WSET and will be handled in accordance with WSET's Privacy and Data Protection Policy.

Record Keeping: Sweet&Chilli will maintain records of all reasonable adjustment applications.



We are committed to ensuring that all students have an equal opportunity to pursue WSET qualifications, and we look forward to working with you to make this possible.



1.2 Special Consideration Policy

At Sweet&Chilli, we understand that unforeseen circumstances can impact a student's ability to perform optimally in their Wine & Spirit Education Trust (WSET) courses and examinations. To ensure fairness and equity in our assessment processes, we have established this Special Consideration Policy. Special consideration is a provision that allows students to request adjustments when they experience temporary illness, injury, or other uncontrollable events that significantly affect their exam performance or their ability to demonstrate their knowledge and understanding in the assessment.

Eligibility Criteria

To be eligible for special consideration under this policy, the following criteria must be met:

1. **Completion of the Course:** The student must have successfully completed the entire WSET course.
2. **Full Preparation:** The student should have been fully prepared for the examination, except for the unforeseen circumstances that have arisen.
3. **Material Impact:** The event that prompts the special consideration request must have occurred immediately before or during the exam and should have had a material impact on the student's ability to take the exam or on their performance.

Examples of Eligibility

You may be eligible for special consideration if any of the following situations apply:

1. **Adverse Event:** Your performance in the exam is adversely affected by an event beyond your control. This includes but is not limited to temporary illness, temporary injury, bereavement, or adverse exam room conditions.
2. **Inadequate Adjustments:** Pre-approved reasonable adjustments that were agreed upon in advance of the exam are found to be inappropriate or inadequate in accommodating your needs.
3. **Maintaining Accuracy:** The application of special consideration would not lead to a passing result and certificate that misrepresents the student's actual ability to meet the qualification's assessment criteria.

Application Process

To request special consideration, students must follow these steps:

1. **Submission of Request:** Submit a formal written request for special consideration to Sweet&Chilli's designated authority as soon as possible after the adverse event or circumstances have occurred. The request should include a detailed explanation of the circumstances, relevant supporting documentation (e.g., medical certificates, incident reports), and any additional information that can help assess the impact on your exam performance.
2. **Assessment:** Sweet&Chilli will review the request, taking into account the eligibility criteria and the evidence provided.
3. **Decision and Outcome:** A decision regarding the special consideration request will be communicated to the student within a reasonable timeframe. If approved, appropriate



adjustments will be made to address the impact of the adverse event or circumstances on the student's assessment.

4. Privacy and Confidentiality: Sweet&Chilli will treat all special consideration requests with the utmost privacy and confidentiality. Only authorized personnel will have access to the information provided.

Appeals

If a student is dissatisfied with the outcome of their special consideration request, they have the right to appeal the decision. The appeal process will be outlined separately, and students should follow the prescribed steps.

Conclusion

Sweet&Chilli is committed to ensuring that all students have an equal opportunity to succeed in their WSET courses. Our Special Consideration Policy aims to provide a fair and transparent process for students facing unforeseen challenges that may affect their exam performance. We encourage all eligible students to consider this policy when faced with circumstances beyond their control and to reach out to us for support when needed.



1.3 Malpractice and Maladministration Policy

At Sweet&Chilli, we are committed to upholding the highest standards in the delivery of WSET courses. We have implemented this Malpractice and Maladministration Policy in collaboration with WSET to ensure the protection of WSET students and the preservation of the integrity of WSET qualifications. This policy serves as a framework for both our institution and our students to recognize, report, and address potential instances of malpractice or maladministration.

Non-compliance with the policies and procedures established by Sweet&Chilli and WSET can be categorized into two distinct areas:

1. **Maladministration:** This pertains to non-compliance that is generally unintentional and often arises from errors, carelessness, inexperience, or flawed processes.
2. **Malpractice:** This encompasses intentional non-compliance or negligent actions taken without regard for the consequences.

It's important to note that the line between maladministration and malpractice can be blurry, as incidents of maladministration may evolve into malpractice under certain circumstances. Conversely, mitigating factors can reduce potential malpractice to maladministration. These distinctions are context-specific and fact-dependent. Both our institution and students can be involved in instances of malpractice or maladministration.

Examples of malpractice or maladministration that may occur include, but are not limited to:

For Sweet&Chilli:

- Failure to adhere to WSET Policies and Procedures
- Non-compliance with WSET course delivery and exam regulations
- Violation of WSET's candidate registration and certification procedures
- Late student registrations
- Fraudulent claims for certificates, fraudulent use of certificates, or certificate reproduction or forgery
- Withholding critical information from WSET quality assurance
- Insecure storage of exam materials
- Unauthorized sharing of confidential exam materials with candidates
- Deliberate attempts to manipulate exam results
- Issuing incorrect exam results or failing to provide results to students promptly
- Failure to respond promptly to WSET inquiries
- Unauthorized access, distribution, or copying of exam papers
- Failure to report changes in Sweet&Chilli's ownership, personnel, location, or facilities
- Denying WSET access to information, documentation, workforce, or facilities
- Failure to return exam papers within specified timeframes or non-compliance with 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 or publicity
- Any action likely to lead to adverse effects
- Failure to disclose a Conflict of Interest

For students:

- Cheating or facilitating cheating, including using unauthorized devices or materials
- Disruptive behaviour during exams
- Plagiarism in any form



- Impersonation or forgery of signatures
- Unauthorized access, copying, or distribution of exam papers
- Any action likely to lead to adverse effects
- Breach of confidentiality

In general, we expect both Sweet&Chilli staff and students to treat each other professionally and respectfully at all times. Inappropriate behavior, such as verbal or physical abuse, persistent or unrealistic demands, or threats causing stress to staff, will be treated as misconduct, and we may report student misconduct to WSET as necessary.

Reporting and Investigation of Malpractice or Maladministration

Sweet&Chilli is dedicated to ensuring compliance with WSET Policies and our own policies. We maintain records of potential or actual malpractice or maladministration involving students or staff. In accordance with our obligations, we promptly notify WSET of any non-compliance issues that may constitute malpractice or maladministration. We encourage our students to report any concerns or non-compliance issues that they believe may be malpractice or maladministration to Sweet&Chilli through our Complaints policy.

During WSET's investigation, they may contact Sweet&Chilli or students directly to request additional information or conduct interviews. We request all parties to respond to such requests promptly and honestly. It's important to note that Sweet&Chilli's investigation does not replace WSET's investigation.

Managing Non-Compliance

If WSET identifies instances of malpractice or maladministration, they will assess their impact and may apply sanctions. WSET takes measures to ensure that these sanctions do not unfairly disadvantage uninvolved students affected by malpractice or maladministration.

Potential sanctions for Sweet&Chilli may include:

- Written Warning
- Training or re-training for staff
- Implementation of an Action Plan
- Appointment of independent verifiers, observers, assessors, or invigilators at Sweet&Chilli's expense
- Invalidation of results or suspension of certification
- Suspension or withdrawal of approval to offer specific WSET qualifications
- Suspension or withdrawal of Sweet&Chilli's approval to offer WSET qualifications

The specific sanctions applied will depend on the nature and severity of the non-compliance, with a focus on balancing the facts with potential or actual effects.

For students, potential sanctions, as defined by WSET, may include:

- Written Warning
- Disallowance of exam results
- Disqualification from a specific qualification
- Disqualification from all WSET qualifications
- Disqualification from using WSET certified logos and postnominals

If students wish to appeal penalties or sanctions imposed by WSET due to malpractice or maladministration, they should follow the procedures outlined in WSET's Complaints Policy.

Sweet&Chilli remains committed to maintaining the highest standards of integrity, transparency, and professionalism in delivering WSET courses. We expect our students and staff to uphold these standards, and we are dedicated to addressing and rectifying any instances of malpractice or maladministration promptly and fairly.

1.4 Conflicts of Interest Policy

Introduction

Sweet&Chilli, as an Approved Programme Provider (APP) for WSET courses in New South Wales (NSW), Australia, is committed to complying with the relevant laws and regulations of NSW while ensuring the integrity of WSET qualifications. This Conflict of Interest policy is designed to identify, manage, and monitor actual, potential, and perceived conflicts of interest ('Conflicts of Interest') involving both Sweet&Chilli staff and students. This policy supplements WSET's conflicts of interest policy.

Applicability

This policy applies to all Sweet&Chilli staff, students, and any individual acting on behalf of Sweet&Chilli within the jurisdiction of NSW, Australia.

Definition of Conflict of Interest

A Conflict of Interest arises when an individual's interests or loyalties could potentially compromise their objectivity, judgment, or loyalty to WSET or Sweet&Chilli during activities related to WSET qualifications, in accordance with the laws of NSW.

Examples of Conflicts of Interest

Examples of Conflicts of Interest, as defined by WSET and consistent with the laws of NSW, include but are not limited to:

- 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 Sweet&Chilli.
- 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 Sweet&Chilli of individuals engaged in the delivery of taught programs 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, in accordance with the laws of NSW.

Manageable Conflicts of Interest

Sweet&Chilli acknowledges that some Conflicts of Interest can be managed and are therefore acceptable within the boundaries set by the laws of NSW. For example, if a family member of one of Sweet&Chilli's educators or staff takes a qualification and exam through Sweet&Chilli, or when an employee of Sweet&Chilli or of WSET takes a WSET qualification through Sweet&Chilli, we will notify WSET in advance and work collaboratively to implement measures to maintain the integrity of the exam, consistent with NSW regulations.

Reporting Conflicts of Interest

Any staff member or student of Sweet&Chilli who becomes aware of a Conflict of Interest must promptly inform the Sweet&Chilli contact person at (02) 8399 5100 or refer to Sweet&Chilli's Complaints policy, in accordance with the laws of NSW. The Sweet&Chilli contact person, Nick Veale will inform WSET of the potential conflict of interest and collaborate with WSET to implement protective or mitigating measures on a case-by-case basis, ensuring compliance with NSW regulations. If WSET and Sweet&Chilli determine that the conflict is not manageable, affected Sweet&Chilli staff or students will be informed in accordance with the laws of NSW.



Consequences of Non-Disclosure

Failure to declare a conflict of interest may result in consequences for the student or Sweet&Chilli, as conflicts are required to be reported to WSET and managed in accordance with the laws and regulations of NSW.



1.5 Student Diversity and Equality Policy

At Sweet&Chilli, we are dedicated to fostering a diverse, inclusive, and equitable learning environment for all our students. This policy outlines our commitment to promoting diversity and equality within our student community, in accordance with local legislation in NSW and Australia.

Our Commitment

Sweet&Chilli is firmly committed to:

1. **Equal Opportunity:** We provide equal educational opportunities to all students, in compliance with the New South Wales Anti-Discrimination Act 1977 and the Australian Commonwealth Racial Discrimination Act 1975. Discrimination will not be tolerated.
2. **Diversity:** We recognize the value of diversity in enriching the educational experience, as encouraged by the NSW and Australian principles of diversity and inclusion.
3. **Inclusivity:** We strive to create an inclusive learning environment where all students feel respected, valued, and empowered to participate fully in our programs. Harassment, discrimination, or exclusion in any form is strictly prohibited.
4. **Accessibility:** We are committed to making our educational programs accessible to all students, including those with disabilities, in compliance with the Disability Discrimination Act 1992 (Cth). Reasonable accommodations will be provided to ensure equal access.

Implementation

Sweet&Chilli will:

1. **Admissions:** We will ensure that our admissions processes are fair, transparent, and free from bias, in line with the principles of the Anti-Discrimination Act 1977. We actively seek a diverse student body and provide equal opportunities to all qualified applicants.
2. **Curriculum and Instruction:** We will develop and deliver our curriculum in a way that respects and includes diverse perspectives and backgrounds, aligning with the NSW and Australian principles of diversity and inclusion. Our instructors will foster an inclusive learning environment.
3. **Support Services:** We will provide support services and resources to help students succeed regardless of their background, including academic and disability accommodations, in accordance with the Disability Discrimination Act 1992 (Cth).
4. **Student Life:** We will promote diversity and inclusion in student activities and events, ensuring that all students have an equal opportunity to participate and contribute, consistent with the principles of diversity and inclusion.
5. **Monitoring and Reporting:** We will regularly assess our progress in promoting diversity and equality within our student community, taking into account the relevant legislation. Any disparities or issues will be addressed promptly.

Responsibilities



All members of the Sweet&Chilli student community, including students, faculty, and staff, share the responsibility for:

1. Upholding and promoting the principles of this policy in accordance with local legislation.
2. Treating fellow students, faculty, and staff with respect and dignity, regardless of their background or characteristics, as required by the Anti-Discrimination Act 1977 and the principles of diversity and inclusion.
3. Reporting any instances of discrimination, harassment, or unfair treatment to the appropriate authority within the institution, consistent with the reporting mechanisms outlined in local legislation.

Review and Updates

This policy will be reviewed periodically to ensure its effectiveness and relevance, taking into account changes in local legislation. Sweet&Chilli is committed to making necessary updates to maintain our dedication to diversity and equality in education.

Conclusion

Sweet&Chilli is honored to provide education and training in the culinary arts. We believe that by embracing diversity and equality, we can enhance the quality of education and contribute positively to our student community while adhering to local legislation. We invite all members of our student community to join us in this commitment.



1.6 Complaints Handling Policy

Introduction

Sweet&Chilli is committed to providing a high-quality educational experience to all our students who enroll in our WSET (Wine & Spirit Education Trust) Courses. We understand that there may be instances where students have concerns or complaints related to their educational experience. This Complaints Policy outlines the procedures for addressing and resolving such concerns and complaints.

Complaints and Appeals Process

Our complaints and appeals process follows the guidelines provided in the 'How to Deal with Student Complaints' section of the APP (Approved Programme Provider) Handbook, as issued by the Wine & Spirit Education Trust. The process consists of the following steps:

Step 1: Informal Resolution

Students are encouraged to resolve issues informally in the first instance by discussing the matter with their tutor, course administrator, or other relevant staff members. Many concerns can be resolved satisfactorily at this stage.

Step 2: Formal Complaint Submission

If the issue remains unresolved after attempting informal resolution, the student should submit a formal written complaint to Sweet&Chilli's designated complaints officer. The formal complaint should include the following information:

- The student's full name and contact details.
- A detailed description of the complaint, including dates, times, and any individuals involved.
- Any supporting evidence or documentation, if applicable.
- The desired outcome or resolution sought by the student.

Complaints should be submitted in writing to:

Nick Veale, Training Manager, Sweet&Chilli WSET Courses

90-96 Bourke Rd, Alexandria, 2015

WSET@sweetandchilli.com.au

(02) 8399 5100

Step 3: Acknowledgment and Investigation

Upon receiving a formal complaint, Sweet&Chilli will acknowledge receipt of the complaint within 10 business days. An investigation will be conducted to thoroughly review the complaint and gather relevant information.

Step 4: Resolution

Sweet&Chilli will aim to resolve the complaint within 25 business days of receiving the formal complaint. The student will be informed of the outcome in writing. If additional time is required to investigate or resolve the matter, the student will be notified and provided with a revised timeline.

Step 5: Appeal

If the student is dissatisfied with the resolution provided by Sweet&Chilli, they may appeal the decision. Appeals should be submitted in writing to the same complaints officer who handled the initial complaint, within 10 business days of receiving the resolution. The appeal should



clearly state the grounds for the appeal and any additional information or evidence to support their case.

Step 6: Final Resolution

Sweet&Chilli will acknowledge receipt of the appeal within 10 business days. An independent review panel, consisting of 3 individuals not directly involved in the initial complaint, will be convened to review the appeal. The panel will aim to provide a final resolution within 25 business days of receiving the appeal. The decision of the review panel will be communicated in writing to the student and will be considered final.

Escalation to WSET

Complaints must first be addressed formally through Sweet&Chilli's internal complaints process, as outlined above. Only after all attempts for resolution per this policy have been exhausted can the complainant raise their complaint with the Wine & Spirit Education Trust (WSET) at the following email address:

WSET Complaints Email:

QA@wsetglobal.com

Timeframes for Resolution

We are committed to resolving complaints in a timely manner. The timeframes for each step of the complaints and appeals process are as follows:

- Informal Resolution: 5 business days
- Formal Complaint Resolution: 25 business days
- Appeal Resolution: 25 business days

Please note that these timeframes may be extended if the complexity of the issue requires additional investigation.

Confidentiality

All complaints and appeals will be handled with the utmost confidentiality, and information will only be shared with individuals directly involved in the resolution process.

Records

Sweet&Chilli will maintain records of all formal complaints and appeals, including details of the issue, the investigation process, and the resolution. These records will be kept confidential and in compliance with relevant data protection regulations.

Review of Policy

This Complaints Policy will be reviewed regularly to ensure its effectiveness and compliance with current regulations. Any updates or revisions will be communicated to students as necessary.



1.7 Course Cancellation & Refunds Policy

Cancellation by the Student

1. Refund Eligibility:

- Students who wish to cancel their enrollment in a WSET course must notify Sweet&Chilli in writing via email or written letter.
- The eligibility for a refund is subject to the following conditions:
 - Cancellation at least 10 business days before the course start date: Full refund minus an administrative fee of \$75.00 AUD.
 - Cancellation within 10 business days before the course start date: Course credit. This may incur an additional fee of \$75.00 AUD.
 - Cancellation within 2 business days of the course start date: No refund will be issued.

2. Transfer Policy:

- Students may request to transfer their enrollment to a future course date. Transfers are subject to availability and must be requested at least 2 business days before the original course start date.
- Transfers requested within 10 business days of the original course start date may incur an additional fee of \$75.00 AUD.

Cancellation by the APP (Sweet&Chilli):

1. Course Cancellation:

- Sweet&Chilli reserves the right to cancel a WSET course due to insufficient enrollment, instructor unavailability, or unforeseen circumstances.
- In the event of course cancellation by Sweet&Chilli, students will receive a full refund of the course fee.

2. Course Rescheduling:

- Sweet&Chilli may, in exceptional circumstances, need to reschedule a course to a different date or location. Every effort will be made to notify enrolled students as early as possible.
- If the rescheduled course date or location is not suitable for the enrolled student, they may request a full refund.

General Terms and Conditions:

1. **Notification:** All cancellations and transfer requests must be submitted in writing via email or written letter.
2. **Refund Processing:** Refunds will be processed within 7 business days of receiving a valid cancellation request.



3. **No-Shows:** Failure to attend a course without prior notification will result in the forfeiture of the entire course fee, and no refund or transfer will be granted.
4. **Course Materials:** Coursebook value \$50. If the student has received their course book and cancels their course, the book must be returned to Sweet&Chilli in an original resalable condition. Books with damage to the pages, notes or writing in the book will be ineligible for refund. Returns can be dropped at our warehouse in person or returned at the expense of the student by trackable postage.

Tasting pack value (As listed on the website at the time of purchase). If the student has received their tasting pack and cancels their course, the tasting pack must be returned to Sweet&Chilli in its original resalable condition to be eligible for a refund. Tasting kits with damage to the box, bottles, labels or any of the seals on the bottles broken will be ineligible for a refund. Returns can be dropped at our warehouse in person or returned at the expense of the student by trackable postage.

5. **Partial Attendance:** No refund or transfer will be provided for students who attend a portion of the course and do not complete it.



1.8 Privacy Policy

SWEET&CHILLI PTY LTD (ACN: 139 941 594) (SWEET&CHILLI) PRIVACY POLICY

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SWEET&CHILLI WEB PLATFORM. BY ACCESSING AND USING THE WEB PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY CONTENT WITHIN THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE WEB PLATFORM.

1. BACKGROUND

- 1.1 The privacy of your personal information is afforded the highest level of importance by Sweet&Chilli Pty Ltd (ACN: 139 941 594) (**Sweet&Chilli**).
- 1.2 This privacy policy (**Privacy Policy**) sets out how Sweet&Chilli and its related bodies corporate (**we, our** and **us**) collects, stores, uses, protects, shares and discloses your personal information. Capitalised terms not defined in this Privacy Policy have the meanings given in our Terms of Use. This Privacy Policy applies to our Web Platform. By visiting or using our Web Platform you agree to the collection, storage, usage and disclosure of your personal information by us in the manner described in this Privacy Policy.
- 1.3 From time to time we will review our Privacy Policy. We will notify you about any changes to our Privacy Policy at any time by posting an updated version of the Privacy Policy on the Web Platform and emailing you an update. We do not make any representations about third party Web Platform that may be linked to the Web Platform.
- 1.4 The processing of personal information by us will always be in line with the Australian Privacy Principles (**APPs**) contained in the *Privacy Act 1998* (**Privacy Act**), and in accordance with country-specific data protection regulations applicable to us.
- 1.5 We have implemented a number of technical and organisational measures to ensure the protection of personal information processed through our Services.
- 1.6 This Privacy Policy sets out our information handling procedures and the rights and obligations that both you and we have in relation to your personal information. In the event of any inconsistency, the legislative requirements will override the provisions of this document.

2. USER CONTENT

- 2.1 Where we rely on your consent as the lawful basis to the collection and processing of your data under the Privacy Act we will always ask you to positively affirm your acceptance of our Privacy Policy. By clicking a button indicating that you accept this Privacy Policy, you acknowledge and agree to be bound by this Privacy Policy
- 2.2 For all areas of the Services where consent is given it is just as easily able to be withdrawn through the appropriate account settings on the Web Platform.

3. WHO CAN USE THE SWEET&CHILLI WEB PLATFORM

- 3.1 We endeavour to make the Web Platform available to as many Users as possible. Use of the Web Platform is subject to the following conditions:
 - (a) you must be at least 16 years old to use the Web Platform.



- (b) If you are under the age of 18, you may only use the Services with the consent of your parent or legal guardian. As such, if you are under the age of 18, you must ensure that a parent or legal guardian has reviewed and discussed the terms of this Privacy Policy with you. If you become aware that a User under the age of 18 has provided us with information or information has been collected without parental or guardian consent, please report this using the 'contact us' function within the Web Platform. Any information provided that is in breach of this provision will be deleted, removed and disposed of in accordance with this clause.

4. PERSONAL INFORMATION WE COLLECT

4.1 We will, from time to time, receive and store personal information you enter onto our Web Platform, provided to us directly or given to us in other forms.

4.2 We collect, receive and store such personal information including but not limited to:

- (a) your contact information, including full name, date of birth, gender, residential addresses, geographical location, telephone and facsimile numbers, social media handles and email addresses;
- (b) data relating to your activity on our Web Platform, including if you are a user of our platform and information about you is inputted as part of its functionality, and/or via tracking technologies such as cookies;
- (c) relevant codes, passwords or entry access information in the event they may be required to render the completion of works and services.

4.3 We may collect additional information at other times, including but not limited to:

- (a) when you provide feedback;
- (b) change your content or email preference;
- (c) respond to surveys and/or promotions;
- (d) communicate with our customer support.

4.4 The legal basis for the above processing is based on:

- (a) your consent through your voluntary submission of the form/s agreeing to these terms;
- (b) the personal information being necessary for the performance of a contract to which you are a party;
- (c) carrying out pre-contractual measures; and/or
- (d) any other legitimate interests as detailed below.

5. COLLECTION

5.1 We will only collect personal information where it is reasonably necessary to do so for the conduct of our business and operate the Web Platform. Any collection of personal information by us will be fair and lawful and will not be intrusive.

5.2 We will collect personal information about you in the following ways:



- (a) if you provide your information by telephone, post, email or facsimile, through our Web Platform, including via any functions or services of our Web Platform operated by a third party, or in person;
 - (b) if you contact us via email or submit your information through our Web Platform on our “Contact” webpage located at <https://sweetandchilli.com/contact/>;
 - (c) if you establish an account on our Web Platform;
 - (d) if you require us to provide services to you; and/or
 - (e) if during the course of using our Web Platform or Service either you or a third party input information about you, as part of its functionality.
- 5.3 In order to maintain and continue to improve our Web Platform and user experience, we may automatically collect information about how you use our Web Platform, the areas of our Web Platform that you visit, as well as information about your computer or mobile device including your IP address, device ID, physical location, browser and operating system type, and referring URLs, via cookies and other tracking technologies. Some of the information we collect may be anonymous and/or aggregated, while other information may be personal information. We may also collect information about you through analysing your actions with electronic communications we send to you from time to time, including your opening of such communications and clicking on included links. This information is necessary for providing personalised and location-based content as well as for analysing the use of resources, troubleshooting problems, preventing fraud, and improving our services. We may combine this information with information in your account to help prevent fraud. Any information collected, stored and analysed by us helps us to build our product and ensure the best user experience possible.
- 5.4 In the course of operating our business, we may collect personal information from third parties such as online booking system operators, advertisers and mailing lists.
- 5.5 If we collect personal information about you from a third party in circumstances outside the input requirements associated with our Web Platform and Service we will, where appropriate, request that the third party inform you that we are holding such information, how we will use and disclose it, and that you may contact us to gain access to and correct and update the information.
- 5.6 When we collect personal information from you, we will take reasonable steps to notify you or ensure you are aware of:
 - (a) our identity and contact details;
 - (b) that we have collected your personal information, and whether that collect is required or authorised by law;
 - (c) the purposes of collection;
 - (d) the consequences if personal information is not collected (such as if this will affect our ability to provide the Services to you);
 - (e) our usual disclosures of personal information of the kind collected;
 - (f) information about this Privacy Policy; and
 - (g) whether we are likely to disclose personal information to overseas recipients, and if practicable, the relevant countries in which they are located.
- 5.7 Some information referred to in clause 5.6 above is included in this Privacy Policy.



6. HOLDING OF PERSONAL INFORMATION

- 6.1 We will hold personal information as either physical records, records on our servers, records in cloud storage, and in some cases, records on third party servers or cloud storage facilities, which may be located overseas.
- 6.2 We take active steps to hold all hard copy and electronic records of personal information in a secure manner to ensure that they are protected from misuse, interference, loss, and any unauthorised access, modification or disclosure.
- 6.3 We have procedures in place to destroy or de-identify personal information once it is no longer needed for a valid purpose or required to be kept by law.
- 6.4 If you require further information about these procedures, please contact us through the Web Platform 'Contact Us' feature and we will respond to your queries promptly.

7. USE OF PERSONAL INFORMATION

- 7.1 We will only use or disclose your personal information for the purposes for which we advised you we were collecting it for (which are set out as follows and otherwise in this Privacy Policy) or a related purpose which would reasonably be expected or otherwise with your permission.
- 7.2 Generally, we will use your personal information:
 - (a) to operate the Web Platform, generate content and provide customer support (including updates and improvements);
 - (b) for our administrative, marketing (including direct marketing), planning, product or service development, quality control, survey and research purposes;
 - (c) to provide to third-party venues with which Sweet&Chilli has a relationship, to use for those third-party venue's own administrative, marketing (including direct marketing), planning, product or service development, quality control, survey and research purposes;
 - (d) to provide, administer, market and manage our Web Platform, including but not limited to, providing you with customary search results for use in our Services to enhance your experience;
 - (e) to provide you with access to protected areas of the site and to authenticate your account;
 - (f) to conduct surveys to determine use and satisfaction with our Services and Web Platform;
 - (g) to enforce our Terms of Use, this Privacy Policy or any other policy related to Sweet&Chilli or our Web Platform.
 - (h) to verify your information for accuracy or completeness (including by way of verification with third parties);
 - (i) to comply with our legal obligations, a request by a governmental agency or regulatory authority or legally binding court order;
 - (j) to combine your personal information with information we collect from third parties and use it for the purposes set out this Privacy Policy;
 - (k) to aggregate and/or make anonymous your personal information, so that it cannot be used, whether in combination with other information or otherwise, to identify you;



- (l) to resolve disputes and to identify, test and resolve problems;
 - (m) to notify you about updates, improvement and changes to the Web Platform and Services we provide from time to time; and
 - (n) to protect a person's rights, property or safety;
- 7.3 The website may make third party social media features available to its users. We cannot ensure the security of any information you choose to make public in a social media feature. Also, we cannot ensure that parties who have access to such publicly available information will respect your privacy.
- 7.4 In the event that we hold sensitive information about you, we will only disclose or use that information with your consent or if another exception applies under applicable laws.
- 8. DISCLOSURE OF PERSONAL INFORMATION**
- 8.1 We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Privacy Policy.
- 8.2 We may disclose your information, including your personal information, to third parties for the purposes contained in this Privacy Policy (including those listed above), including but not limited to:
- (a) **Affiliates and Acquirers**

We may share some or all of your personal information with our subsidiaries, or other companies under a common control ("Affiliates"), in which case we will require our Affiliates to honour this Privacy Policy. In the event we are involved in a merger, acquisition or sale of assets we may disclose Personal information collected by us to such entities that we propose to merge with or be acquired by, and will assume the rights and obligations regarding your personal information as described in this Privacy Policy. This includes the disclosure of information to our clients where we act as a data processor.
 - (b) **Third parties and others you choose to share with:**

We may disclose your personal information to third parties to whom you expressly ask to us to send the personal information to or to others you directly or indirectly choose for us to disclose your personal information to.
- 8.3 We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.
- 8.4 We may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of Sweet&Chilli, its application, website and customers or third parties.
- 8.5 Information we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia. These may include, but are not limited to EU, USA and the UK.
- 8.6 We will take reasonable steps to ensure that anyone to whom we disclose your personal information respects the confidentiality of the information and abides by the APPs or equivalent privacy laws.
- 8.7 We will not share, sell, rent or disclose your personal information in ways different from what is disclosed in this Privacy Policy.



9. IF WE CANNOT COLLECT YOUR PERSONAL INFORMATION

If you do not provide us with the personal information described above, some or all of the following may happen:

- (a) We may not be able to provide the Services to you, either to the same standard or at all;
- (b) We may not be able to provide you with information about Services that you may require; or
- (c) We may be unable to tailor the content of our Web Platform to your preferences and your experience of our Web Platform and/or Services may not be as enjoyable, useful or applicable to your requirements.

10. SECURITY OF PERSONAL INFORMATION

Sweet&Chilli is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

11. ACCESS OF PERSONAL INFORMATION

You may request details of personal information that we hold about you in accordance with the provisions of the *Privacy Act* 1988 (Cth). A small administrative fee may be payable for the provision of information. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please write to us at Level 24, 627 Chapel Street, South Yarra VIC 3141. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the *Privacy Act*.

12. COMPLAINTS ABOUT PRIVACY

If you have any complaints about our privacy practices, please feel free to send in the details of your complaints to Level 24, 627 Chapel Street, South Yarra VIC 3141. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

13. COOKIES POLICY

- 13.1 We may use cookies and URL information to gather information regarding the date and time of your visit and the information for which you searched and which you viewed. "Cookies" are small pieces of information that a Web Platform sends to your computer's hard drive while you are viewing a web site. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. Persistent Cookies can be removed by following Internet browser help file directions. Cookies may enable automatic logins when you visit in the future and may enable content customisation.
- 13.2 Cookies may collect and store your personal information. This Privacy Policy applies to personal information collected via Cookies. You consent and acknowledge that we collect your personal information through Cookies.



13.3 We sometimes use Cookies to show remarketing communications via third party networks like Google Display network and Facebook.

13.4 You can control and/or delete cookies manually as you wish.

14. MANAGING YOUR PERSONAL INFORMATION

Subject to the *Privacy Act*, you may request to access the personal information we hold about you by contacting us via the 'Contact Us' feature of the Web Platform. All requests for access will be processed within a reasonable time.

14.1 Accessing or Rectifying your personal information:

We may, if required, provide you with tools and account settings to access, correct, delete, or modify the personal information you provided to us. You can find out more about how to do this by contacting us using the 'Contact' feature of the Web Platform. In the event that you are unable to access your account to access or rectify your personal information, you may submit a request to us to correct, delete or modify your personal information. Rectifications, deletions or modifications will be processed within a reasonable time.

14.2 Deletion

- (a) We keep data for as long as it is needed for our operations. If you deactivate and delete your account, your data will no longer be visible on your account. Please keep in mind that third parties may still retain copies of information you have made public through our Web Platform.
- (b) If you wish to have us delete your data please contact us using the 'Contact' feature of the Web Platform.

14.3 Object, restrict or withdraw consent:

- (a) If you have an account on the Web Platform you will be able to view and manage your privacy settings. Alternatively, if you do not have an account, you may manually submit a request to us if you object to any personal information being stored, or if you wish to restrict or withdraw any consent given for the collection of your personal information.
- (b) You may withdraw your consent to the processing of all your personal information at any time. If you wish to exercise this right you may do so by contacting us using the 'Contact' feature of the Web Platform.
- (c) You may withdraw your consent or manage your opt-ins by either viewing your account on the Services or clicking the unsubscribe link at the bottom of any marketing materials we send you.

14.4 Portability:

- (a) We may, if required and possible, provide you with the means to download the information you have shared through our Web Platform. Please use the 'contact' function within the Web Platform for further information on how this can be arranged.
- (b) We may retain your information for fraud prevention or similar purposes. In certain instances, we may not be required or able to provide you with access to your personal information. If this occurs, we will give you reasons for our decision not to provide you with such access to your personal information in accordance with the Privacy Act.



- (c) There is no application fee for making a request to access your personal information. However, we may charge an administrative fee for the provision of information in certain circumstances such as if you make repeated requests for information or where the information is held by a third-party provider.

15. ANONYMITY AND PSEUDONYMITY

We will allow our users to transact with us anonymously or by using a pseudonym, wherever that is reasonable and practicable. However, this will not be possible if we are required or authorised by law or other instrument to deal with customers who have been appropriately identified, or where it is impracticable for us to deal with.

16. STORAGE AND SECURITY OF PERSONAL INFORMATION

- 16.1 We are committed to protecting the security of your personal information. We (and our third-party service providers) use a variety of industry-standard security technologies and procedures to help protect your personal information from unauthorised access, use or disclosure. We use secure web services to collect your information and we store certain kinds of data in encrypted form.
- 16.2 We follow reasonable technical and management practices to help protect the confidentiality, security and integrity of data stored on our system. While no computer system is completely secure, we believe the measures implemented by us reduce the likelihood of security problems to a level appropriate to the type of data involved.
- 16.3 We encourage you to be vigilant about the protection of your own information when using digital services, such as social media. While we will endeavour to ensure that any relationships, we have with third parties include an appropriate level of protection for your privacy, we will be limited in our ability to control any electronic platform operated by a third party.

17. INTERNATIONAL TRANSFER AND DISCLOSURE OF PERSONAL INFORMATION

- 17.1 Where we transfer personal information outside of Australia or any other approved, pre-determined geographical location, we ensure an adequate level of protection for the rights of data subjects based on the adequacy of the receiving country's data protection laws.
- 17.2 We may disclose personal information to our related bodies corporate and third-party service providers located overseas for some of the purposes listed above. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.
- 17.3 We may disclose your personal information to entities located outside of Australia, including the following:
 - (a) Our related bodies corporate;
 - (b) Our data hosting and other IT service providers, located in various countries; and
 - (c) Other third-parties located in various foreign countries.
- 17.4 We may disclose your personal information to entities within Australia who may store or process your data overseas.

18. NOTIFIABLE DATA BREACHES

We take data breaches extremely seriously and notification of data breaches will be applied and conferred in accordance with this clause 18.1.



- (a) In the event that there is a data breach and we are required to comply with the notification of eligible data breaches provisions in Part IIIC of the *Privacy Act 1988* (Cth) or any other subsequent sections or legislation which supersede this Part IIIC, we will take all reasonable steps to contain the suspected or known breach where possible and follow the following process set out in this clause.
- (b) We will take immediate steps to limit any further access or distribution where possible. If we have reasonable grounds to suspect that the data breach is likely to result in serious harm to any individuals involved, then we will take all reasonable steps to ensure an assessment is completed within 30 days of the breach or sooner if possible. We will follow the guide published by the Office of the Australian Information Commissioner (if any) in making this assessment.
- (c) If we reasonably determine that the data breach is not likely to result in serious harm to any individuals involved or any remedial action we take is successful in making serious harm no longer likely, then no notification or statement will be made.
- (d) Where, following an assessment and undertaking remedial action (if any), we still have reasonable grounds to believe serious harm is likely, as soon as practicable, we will provide a statement to each of the individuals whose data was breached or who are at risk. The statement will contain details of the breach and recommendations of the steps each individual should take. We will also provide a copy of the statement to the Office of the Australian Information Commissioner.

19. INTEGRITY AND RETENTION OF DATA

We take all reasonable steps to ensure that the personal information we collect about you is accurate, up to date and complete. Where we collect that information from you directly, we rely on you to supply accurate information. We make it easy for you to keep your personal information accurate, complete, and up to date. We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

20. DISCLAIMER – THIRD PARTY LINKS

Our Web Platform may contain links to third party webpages, Instagram accounts or other social media pages (Third Party Pages), including but not limited to those of third parties for whom we have provided our Services to and you acknowledge and agree:

- (a) This Privacy Policy and any other policy of ours does not apply to Third Party Pages and we recommend you make reasonable efforts to familiarise yourself with the policies contained on third-party pages;
- (b) We are not liable for and you expressly indemnify us for any loss or damage incurred as a result of the failure by Third Party Pages to have in place and provide access to their privacy policy, terms of use or any other company policies or their failure to comply with the Privacy Act or any other applicable laws.

21. CONTACT INFORMATION

We welcome your comments or questions regarding this Privacy Policy.

You can confidentially contact our Support Officer at:

Address: Level 24, 627 Chapel Street, South Yarra VIC 3141



If we do not resolve your enquiry, concern or complaint to your satisfaction or you require further information in relation to any privacy matters, please contact the Office of the Australian Information Commission at:

Telephone: 1300 363 992

[Enquiries](#) form: Enquiry Form (business.gov.au)

Postal Address: GPO Box 5288, Sydney NSW 2001

Services: www.oaic.gov.au

22. CHANGES TO THIS PRIVACY POLICY

This Privacy Policy is subject to occasional revision and we reserve the right, at our sole discretion, to modify or replace any part of this Privacy Policy. It is your responsibility to check this Privacy Policy periodically for changes as continued use of our Services shall indicate your agreement to our then current Privacy Policy. Not all changes to our Privacy Policy will require your consent, for example where office security procedures are changed. We will notify you of any change to our Privacy Policy that requires your consent before being implemented.

23. GENERAL

This Privacy Policy was last updated on 05 September 2023 by Merton Lawyers of 713 Glenferrie Road, Hawthorn, VIC 3122.



1.9 Sweet&Chilli WSET Website Terms and Conditions

Welcome to Sweet&Chilli Australia's website. These terms and conditions govern your use of our website. By accessing and using this website, you agree to comply with and be bound by the following terms and conditions. If you do not agree with these terms and conditions, please do not use this website.

1. Acceptance of Terms

1.1. **Overview:** This website is operated by Sweet&Chilli Australia, referred to as "we," "us," or "our" throughout these terms.

1.2. **Service:** By using this website, you engage in our "Service" and agree to be bound by these terms and conditions, including any additional terms, conditions, and policies referenced herein.

1.3. **Age of Majority:** By agreeing to these terms, you represent that you are at least the age of majority in your state or province of residence.

2. Use of the Service

2.1. **Compliance:** You may not use our products or services for any illegal or unauthorized purpose, and you must not violate any laws in your jurisdiction, including copyright laws.

2.2. **Prohibited Uses:** You are prohibited from using this website for any unlawful, abusive, or harmful purposes, including harassment, false information submission, or interference with security features.

3. Privacy

3.1. **Personal Information:** Your submission of personal information through this site is governed by our Privacy Policy. By using this website, you consent to our collection and use of your personal information in accordance with our Privacy Policy.

4. Accuracy and Updates

4.1. **Information Accuracy:** We strive to provide accurate and current information on this website but cannot guarantee the accuracy, completeness, or timeliness of the content. You use the material on this site at your own risk.

4.2. **Modifications:** We reserve the right to update, change, or replace any part of our website, including these terms and conditions, without notice.

5. Products or Services (if applicable)

5.1. **Availability:** Some products or services may be available exclusively online through this website and may be subject to limited quantities.

5.2. **Quality:** We do not warrant that the quality of any products, services, or information obtained from us will meet your expectations.

6. Billing and Account Information

6.1. **Order Acceptance:** We reserve the right to refuse any order or cancel courses at our discretion. In such cases, we will attempt to notify you using the contact information provided at the time of the order.

6.2. **Account Information:** You agree to provide current, complete, and accurate purchase and account information for all transactions made on this website.

7. Third-Party Links



7.1. Third-Party Content: This website may include materials from third parties. We are not responsible for third-party content, and any transactions with third parties are at your own risk.

8. Optional Tools

8.1. Third-Party Tools: We may provide access to third-party tools, but we have no control over them and provide them "as is" without any warranties.

9. Disclaimer of Warranties; Limitation of Liability

9.1. Service Availability: We do not guarantee uninterrupted, timely, secure, or error-free use of this website.

9.2. No Warranties: The Service is provided "as is" without warranties or conditions of any kind, including merchantability or fitness for a particular purpose.

9.3. Liability: We shall not be liable for any direct, indirect, incidental, punitive, or consequential damages arising from your use of the Service.

10. Indemnification

10.1. Indemnification: You agree to indemnify and hold Sweet&Chilli Australia harmless from any claims, including legal fees, arising from your breach of these terms or your violation of any laws.

11. Severability

11.1. Severability: In the event that any provision of these terms is determined to be unlawful or unenforceable, the remaining provisions shall remain valid and enforceable.

12. Termination

12.1. Termination: These terms are effective unless terminated by you or us. We may terminate your use of the Service at any time for violating these terms.

13. Entire Agreement

13.1. Entire Agreement: These terms and conditions constitute the entire agreement between you and Sweet&Chilli Australia, superseding any prior agreements.

14. Governing Law

14.1. Governing Law: These terms are governed by the laws of the Commonwealth of Australia.

15. Changes to Terms of Service

15.1. Changes: We reserve the right to update or change these terms and conditions at any time. It is your responsibility to review them periodically for changes.

16. Course Cancellations and Refunds

16.1. Refunds Policy: For information regarding course cancellations and refunds, please refer to Sweet&Chilli Australia's Course Cancellations and Refunds Policy, available on our website.

17. Contact Information

17.1. Contact Information: If you have any questions about these terms and conditions, please contact us at (02) 8399 5100.



Sweet&Chilli reserves the right to amend these Policies as necessary. Any changes will be communicated to enrolled students in advance.

For further inquiries or to initiate a cancellation or transfer, please contact our administration team at (02) 8399 5100.