

Vinum 55 University General Academic Policies

Vinum 55 University operates in compliance with WSET and local regulations and requirements.

*By your enrollment you agree to all policies, terms and conditions contained herein.

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1. Vinum 55 University Admissions Policy

Admission into any of Vinum 55 University's courses requires that you: be a minimum age of 21 at the time of enrollment and be able to present a valid government-issued form of identification on the first day of class attendance. If you cannot produce a valid form of identification, you will not be able to participate in the day's course.

*You must be 21 years of age for any public or private event held at Vinum 55, with no exceptions.

2. Vinum 55 University Instructors

If an instructor advertised and assigned to teach a course is unable to do so, another appropriate and qualified course instructor will be assigned.

3. Complaints and Appeals

A. Introduction:

Vinum 55 University is committed to providing a learning and working environment in which complaints are responded to promptly and with minimum distress to all parties. Vinum 55 University is committed to a transparent, accessible, and fair complaints process. Vinum 55 University views student complaints as providing an opportunity to review and improve its policies and practices and to gain insight into student levels of satisfaction.

B. Scope:

This policy applies to student complaints made in the context of Vinum 55 University's provision of WSET® Courses and Examinations as a WSET® Approved Program Provider.

C. Definitions:

I. *What is a complaint?*

A complaint is a formal statement expressing dissatisfaction that requires action or response. The complaint may be in relation to any aspect of the course delivery, conduct of teaching staff or management, or matters pertaining to the examination process or content. Where the complaint is regarding a possible incorrect examination result, Vinum 55 University will provide students with appropriate information regarding the WSET® Enquiry and Appeals Process if, and only if, a resolution is not first reached through the Vinum 55 University Appeals Process.

D. Policy:

Vinum 55 University's procedures for handling student complaints are based on confidentiality, impartiality, procedural fairness, and prompt resolution. Where complaints are of a minor nature, effort will be made to resolve them informally (please see Vinum 55 contact information below in section 3.E.I.). An informal approach is appropriate when it can be achieved, but if concerns cannot be satisfactorily resolved informally, then the formal complaints procedure should be followed. The formal complaints procedure is intended to ensure that all complaints are handled fairly and consistently.

[Complaint Communication](#)

All formal and informal student complaints will be received by Vinum 55 University Lead Wine Educator, Kim Hoffman. If a resolution is not found informally, will be escalated to Vinum 55 General Manager, Raini Keyser. Please see Vinum 55's formal complaint appeals process below in section 3.E.I.

E. Complaint Appeals Process with Vinum 55 University:

[Submit Formal Complaint](#)

- I.** All formal complaints must be submitted in writing, via email, or written correspondence. All formal complaints will receive a written response of the outcome of the complaint, following appropriate investigation of the circumstances.

Please submit your formal written complaint to the following email or physical address below:

Vinum 55 University

Email: university@vinum55.com

Physical Address: 15220 N 78th Way, Scottsdale, AZ 85260

F. Responsibilities:

I. Vinum 55 University's responsibilities will be to:

- Acknowledge any formal complaint received in writing within ten working days.
- Respond within a stated period of 21 working days with either a conclusion or a further update depending on the severity of the complaint.
- Deal reasonably and sensitively with the complainant.
- Cooperate fully in any investigation process.

II. A complainant's responsibility is to:

- Bring their complaint, in writing, to Vinum 55 University's attention within seven working days of the issue arising or within seven days of completion of the course or examination.
- Explain the problem as clearly and as fully as possible with your expected outcome.
- Allow Vinum 55 University a reasonable time to deal with or investigate the matter.
- Recognize that some circumstances may be beyond Vinum 55 University's control.

G. Resolution Outcomes:

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

- Through the resolution process, the student gains a better understanding of the situation so that their concerns are addressed.
- A mutually acceptable resolution is reached through reconciliation or mediation.
- The student receives an apology, and/or the issue or behavior that was the basis of their complaint is modified. In some cases, the complaint cannot be substantiated, and no further action will result.

H. Referral to WSET:

If the above steps have all been completed and the student is still dissatisfied, they can file a complaint with the WSET. Please note that the WSET can only take action on complaints from students if they have followed the above procedures first. Email QA@wsetglobal.com

I. Confidentiality & Documentation:

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

file. A register of complaints made (anonymous of names), along with their outcomes, will be maintained to continuously improve policies and practices.

4. Conflict of Interest Policy

A. Introduction

As an APP Vinum 55 University is required to identify to WSET and assist in managing or monitoring actual, potential and perceived conflicts of interest ('Conflicts of Interest') involving both APP staff and students. This policy complements WSET's conflicts of interest policy and works to safeguard the integrity of WSET qualifications and promote confidence in WSET and Vinum 55 University processes and procedures.

This policy applies to all Vinum 55 University staff and students and to any individual acting on behalf of Vinum 55 University.

B. Definition of Conflict of Interest

A Conflict of Interest exists where an individual has interests or loyalties that could adversely influence their judgement, objectivity or loyalty to WSET or Vinum 55 University when conducting activities associated with WSET qualifications.

C. Examples of Conflicts of Interest include:

- The undertaking of a WSET qualification by any individual employed by an APP;
- The employment by an APP 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.

Some of these Conflicts of Interest are manageable and therefore acceptable. For example, if family member of one of Vinum 55 University's educators or APP staff takes a qualification and exam through Vinum 55 University, or when an employee of Vinum 55 University, or of the WSET, takes a WSET qualification through Vinum 55 University, we can notify WSET in advance and work with them to put in place measures to maintain the integrity of the exam.

Some Conflicts of Interest are not manageable and are not acceptable. For example, no mitigation efforts overcome the conflict created when an individual when a single individual serves as the educator and exam officer of an exam for a family member where an external invigilator is not available.

D. Identification of Conflicts of Interest

Any staff member or student of Vinum 55 University who becomes aware of a Conflict of Interest must inform Vinum 55 University at university@vinum55.com as soon as possible. Kim Hoffman 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 Vinum 55 University determine the conflict is not manageable, Kim Hoffman 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 Vinum 55 University because we are required to report conflicts to WSET.

E. Management of Conflicts of Interest

Vinum 55 University has procedures in place to manage specific Conflicts of Interest. To report a conflict of interest please refer to the **Complaints and Appeals Policy**.

5. Vinum 55 Privacy and Data Protection

Vinum 55 University is part of Vinum 55, and our privacy policy can be found here:

<https://www.vinum55.com/privacy-policy/#whoshare>

Student Data Shared with WSET

Student data collected by Vinum 55 at the time of course registration will be shared with WSET.

Examples of student information shared with WSET includes:

- Name(s)
- Date of birth
- Gender
- Email Address
- Documentation provided for reasonable adjustment or special consideration applications.

Why Your Personal Data is Collected

Your personal data is collected by Vinum 55 University and shared with WSET for a number of reasons.

Examples of those reasons include:

- To register you as a candidate with WSET and enable you to sit exams for WSET qualifications.
- To administer and conduct your exam, including making reasonable adjustments and/or special considerations.
- To provide you with post-results services such as enquiries against results and appeals and solicit feedback from you on WSET qualifications.
- To verify your identity

All student data is handled in accordance with [WSET's Privacy Policy](#).

6. WSET Privacy Policy

Please see WSET's privacy policy here: <https://www.wsetglobal.com/privacy-and-cookie-policy/>

7. Reasonable Adjustments

Both WSET and Vinum 55 University want to make WSET assessments accessible for all students, so none are at an advantage or disadvantage based on a disability or differing ability. This policy and the reasonable adjustment process allows us at Vinum 55 University to work with you, our student, before an assessment to gather the information we need to submit a request to WSET and work with them to make arrangements that give students access to WSET qualifications.

A. Definition of A Reasonable Adjustment

A reasonable adjustment is any accommodation or arrangement that helps to reduce the effect of a known disability or difficulty that substantially disadvantages a student's assessment. Using a reasonable adjustment does not impact how WSET grades your exam, or your result, but WSET cannot agree to reasonable adjustments where your particular difficulty directly affects performance necessary to complete the assessment outcomes (e.g. inability to smell or taste for a Level 3 Exam).

The goal of a reasonable adjustment is to give you equal access to a WSET qualification, not to give unfair advantages over other students who take an assessment without the same adjustment, or to affect the overall reliability of the assessment outcomes that are explained in the course Specification.

B. Examples of Reasonable adjustments may be:

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

C. Applying for a Reasonable Adjustment

Vinum 55 University will gather the information we need from you to submit a Reasonable Adjustment Application form to WSET. WSET must approve and arrange reasonable adjustments before the assessment activity takes place. Before completing enrolment with Vinum 55 University, we will give all students access to this policy and the chance to identify any special needs that could require a reasonable adjustment. If a student identifies a special need, Vinum 55 University 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 Vinum 55 University at university@vinum55.com with:

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

You must submit this information at least **30 business days** before the exam date for Levels 1-3 qualifications. The information you submit will be shared with WSET and will be handled under [WSET's Privacy and Data Protection Policy](#).

Please note that Vinum 55 University cannot offer reasonable adjustments to any students until this has been agreed with WSET. Supporting information will be passed to WSET and handled in accordance with their [data privacy policy](#).

Students and their advisors should be aware that it is not appropriate to make requests for reasonable adjustments where the student's difficulty directly affects performance in the attributes that are the focus of the assessment.

Vinum 55 University will keep records of all reasonable adjustment applications.

8. Special Consideration

A. Definition:

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

B. You may be eligible for special consideration if:

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

C. Applying for special consideration

If you have taken an exam, or your exam is immediately approaching, and you feel that you have a temporary injury or illness, or other uncontrollable event that has interfered with your ability to complete your exam, please contact Kim Hoffman at university@vinum55.com as soon as possible. Vinum 55 University will provide you with a Special Consideration Application Form, which must be completed and returned with supporting documentation within 5 working days after the effected exam. The information you submit will be shared with WSET and will be handled under WSET's Privacy and Data Protection Policy.

If there has been serious disruption during an exam affecting a group of students, Vinum 55 University will submit a detailed report of the circumstances and candidates affected to WSET to request a special consideration.

Vinum 55 University will keep records of all applications for special consideration.

9. Malpractice and Maladministration

A. Scope of Policy

Both Vinum 55 University and WSET have policies and procedures in place to protect WSET students and safeguard the integrity of WSET qualifications. Vinum 55 University ensures compliance with Vinum 55 University's and WSET's policies through this Malpractice and Maladministration Policy, which gives a framework for both us and you to identify, report and manage potential malpractice or maladministration.

Non-compliance with Vinum 55 University or WSET Policies and Procedures can fall into two distinct, but related, categories:

1. Maladministration, where the non-compliance is generally unintentional, or the result of mistakes, carelessness, inexperience, or poor processes; and

2. Malpractice where the non-compliance is intentional or the result of a negligent or reckless action without consideration of the consequences of the action.

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

B. Examples of Malpractice and Maladministration

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

For APPs:

- Failure to adhere to WSET Policies and Procedures;
- Failure to follow WSET requirements for course delivery or exam regulations;
- Failure to follow WSET's candidate registration and certification procedures;
- Fraudulent claim for certificates/fraudulent use of certificates/reproduction or forgery of certificates;
- Insecure storage of exam materials;
- Revealing or sharing confidential exam materials with candidates ahead of an exam;
- Failure to disclose a Conflict of Interest;
- Issue of incorrect exam results/failure to issue results to students in a timely manner;
- Failure to return exam papers within the specified timeframe or to follow delivery and tracking regulations;
- Breach of confidentiality

For students:

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

In general, it is expected that both Vinum 55 University staff and students should treat others and be treated professionally and respectfully at all times. We will treat inappropriate behavior including verbal or physical abuse, persistent or unrealistic demands, or threats that cause stress to staff as misconduct and may report student misconduct to WSET as necessary.

C. Reporting and Investigation of Malpractice or Maladministration

As an APP, we aim to ensure compliance with WSET Policies and Vinum 55 University policies and will keep records of potential or actual malpractice or maladministration by you, our students, or our staff.

We are required to notify WSET immediately of any non-compliance issues that could be malpractice or maladministration, so that WSET can investigate the non-compliance under their own Malpractice and Maladministration Policy.

We ask that you also raise any concerns or non-compliance issues that may be malpractice or maladministration with Vinum 55 University as soon as possible by following the process outlined in our **Complaints and Appeals Policy**.

During WSET's investigation, they may reach out to Vinum 55 University or to you directly to request further information or conduct an interview. Please respond to any requests promptly and honestly.

D. Managing Non-Compliance

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

WSET will consider all relevant information on a case-by-case basis, balancing the facts with potential or actual effects, and against the seriousness of the sanctions against those effects. WSET records all malpractice and maladministration incidents for both APPs and students.

If WSET determines that a student has committed malpractice or maladministration, they may apply one or any of the following sanctions:

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 participating in the concerned qualification with immediate effect and further excluded from participating in any further WSET qualifications for a period of 12 months. This includes access to WSET materials.
Student Disqualification	The learner is disqualified from participating 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.

E. Appeals

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

10. Diversity and Equality

Vinum 55 University is committed to upholding the principles of diversity and equality in all aspects of business and education, seeking to ensure that all students and other stakeholders are always treated fairly and equally.

A. Vinum 55 University assures equality of opportunity for students by:

- Promoting open access to all our qualifications offered (having regard to the legal minimum age for the retail purchase of alcohol and assessment competence standards).
- Ensuring that the format and content of all specifications, exams and other materials do not discriminate unlawfully against anyone on the grounds of disability, age, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex (gender identity) and sexual orientation (having regard to the legal minimum age for the retail purchase of alcohol and assessment competence standards).
- Allowing students with special educational needs, disabilities, or temporary injuries to access assessments without changing the demands of the assessment in line with our Reasonable Adjustment and Special Consideration policies.
- Ensuring that this policy is considered during the development of new qualifications.
- To have a diversity and equality policy in place which promotes open access to our qualifications.
- Inviting feedback on diversity issues from students and other stakeholders.
- Working with relevant organizations as appropriate to develop measures to identify and prevent inequality of opportunity.
- Review this policy regularly to ensure it meets legislative and organizational requirements and is fit for purpose.

Questions: For questions regarding this policy of diversity and equality, students may contact the APP at university@vinum55.com.

Concerns: Any student who feels they may have been unfairly discriminated against should contact Vinum 55 University as soon as possible by following the process outlined in our **Complaints and Appeals Policy**.

11. Cancellations and Refunds

If for any reason, you are not able to take your WSET Certificate examination on your scheduled date, you must give notice to Vinum 55 University within a minimum of 30 working days. (we order exams 30 days prior to the exam date). Cancellations with over 30 working days' notice

before your exam, you may do so at no additional fee. Cancellations with less than 30 working days' notice are subject to a \$50 cancellation fee.

A. Exam Reschedules and Re-sits

Should you need to reschedule your exam after cancellation, you may do so after approval of Vinum 55 University with the following reschedule fee:

- WSET Level 1: \$175
- WSET Level 2: \$200

If you do not pass your exam on the first attempt, you may re-sit your exams. Please note the following re-sit fees:

- WSET Level 1: \$175
- WSET Level 2: \$200

B. Course Refunds and Transfers

I. Cancellations

Cancellations that have been confirmed are accepted up to 30 days prior to the beginning of a course. A refund less a \$50 administration fee plus the cost of study materials will be deducted, and the remaining course fee refunded to the candidate.

II. Transfers

Transfers toward a confirmed enrollment of another course are accepted no later than 30 days prior to the start date of the new course with an administration fee of \$50. Courses are only transferrable within the same academic year.

*Course cancellations that take place less than 30 days prior to the start date of the course (or a candidate who does not attend scheduled course dates) forfeits refunds and transfer options without legal or medical documentation for an extenuating circumstance prohibiting the candidate from attending the course.

C. Course Cancellations

Vinum 55 University reserves the right to cancel or change a course date in unforeseen, extenuating circumstances. Vinum 55 University will typically arrange an alternative date in these infrequent circumstances and offer students either a transfer to a new date or an alternative course if this date is not convenient. If neither option is made available by Vinum 55 University, a refund, minus the full cost of the study materials, will be offered.

*The student agrees to hold Vinum 55 University harmless in the unlikely event of necessary course cancellation.

12. Academic & Student Behavioral Code of Conduct

Vinum 55 University takes academic integrity very seriously. By enrolling in one of our programs, you agree to pledge the following:

A. Academic Code of Conduct

I. Student Agreement & Responsibilities:

I affirm that I will not plagiarize, use unauthorized materials, or give or receive illegitimate help on assignments, papers, or examinations. I will also uphold equity and honesty in the evaluation of my work and the work of others. I do so to contribute to a dynamic and honest wine community.

II. Any academic dishonesty will NOT be tolerated and is defined as:

- Any behavior on the part of a student that results in giving or receiving unauthorized assistance.
- Using any unauthorized resources to gain an unfair advantage.
- Otherwise cheating during any academic exercise, test, or exam.
- Any form of plagiarism or claiming credit for work that is not the student's own is also considered a violation of our academic code of conduct.

B. Student Behavioral Code of Conduct

In addition to academic honesty and integrity, there are student expectations and responsibilities regarding personal conduct. This policy is to maintain a safe, professional, harassment-free educational environment for students, instructors, and Vinum 55 staff.

a. Such behavioral expectations are defined as:

- **Punctuality:** Attend classes on time so as not to disrupt the learning environment.
- **Assaults & Threats:** Assault and threats are prohibited, and include, but are not limited to, the following: committing physical abuse and/or battery or other behavior resulting in harm to any person; placing a person in fear of imminent physical danger or injury; making threats or engaging in behavior to harm self or others.
- **Responsible Tasting:** During scheduled class time we practice responsible academic tasting behavior by spitting wine as we taste. Students who do not spit wine may be removed from the program immediately.
- **Discrimination & Harassment:** Discrimination and harassment are strictly forbidden in all Vinum 55 University classes and activities.
 - This includes any form of bullying, inappropriate and offensive conduct against any person, student, staff member or college guest on the basis of race, color, religion, gender, national origin, creed, ancestry, familial status, age, disability, marital status, height, weight, sexual orientation, other protected status or reasons.

- Methods of contact or communication include, but are not limited to, in person, in writing, through telephone, email, social media, or instant messaging.
- **Sexual Harassment:** Prohibited conduct includes, but is not limited to, unwelcome verbal or physical acts that are sexual in nature, unrelated to the content or context, and sufficiently severe and/or pervasive as to objectively either
 - (a) have the effect of unreasonably interfering with an individual's work or academic performance, or
 - (b) create an intimidating, hostile or offensive learning or working environment.

Sexual harassment includes, but is not limited to, sexually-based unwelcome verbal remarks or physical advances, request for sexual favors, inappropriate and unwelcome contact, and explicitly or implicitly stating that submission or rejection of sexual acts or advances will be a factor in one's participation, or evaluation within Vinum 55 University and/or its activities.

Any violation of our Academic & Student Behavioral Code of Conduct will result in receiving an immediate failing grade, suspension, or expulsion from the course, and losing your tuition.

13. Photos and Video

A. Definition and Agreement

We often take candid and photos and videos of classes and events and use them for marketing and promotional purposes. By attending a class or event hosted by Vinum 55, either in person or virtually, you agree to allow us to use any photos or videos that contain your image or likeness on our website, email communications, social media platforms, or other third-party advertisements in digital or print format without obtaining permission from you, the individual. Furthermore, such assets that use the likeness of an individual are the intellectual property of Vinum 55.