

Legal

Part 1: Privacy Policy

1. Introduction

1.1 We are committed to safeguarding the privacy of our website visitors, Members and clients.

1.2 This policy applies where we are acting as a data controller with respect to the personal data of our website visitors, Members and clients; in other words, where we determine the purposes and means of the processing of that personal data.

1.3 We do not use cookies on our website. If we introduce cookies, we will ask you to consent to our use of cookies when you first visit our website.

1.4 Our website incorporates privacy controls which affect how we will process your personal data.

1.5 In this policy, “we”, “us” and “our” refer to QAWS Management Consultancy. We use Routedge to host our Webpage[For more information about us, see Section 12.]

2. Credit

2.1 This document was created using a template from [SEQ Legal](#).

3. How we use your personal data

3.1 In this Section 3 we have set out:

- (a) the general categories of personal data that we may process;
- (b) in the case of personal data that we did not obtain directly from you, the source and specific categories of that data;
- (c) the purposes for which we may process personal data; and
- (d) the legal bases of the processing.

3.2 We may process data about your use of our website and services (“usage data”). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is Google Analytics. This usage data may be processed

for the purposes of analysing the use of the website and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

3.3 We may process your account data (“account data”). The account data may include your name and email address. The source of the account data is from you. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

3.4 We may process your information included in your personal profile on our website (“profile data”). The profile data may include your name, address, telephone number, email address, educational details and employment details. The profile data may be processed for our legitimate business reasons. The legal basis for this processing is our legitimate interests, namely the performance of a contract between you and us, taking steps, at your request, to help you find employment and offer career advice.

3.5 We may process your personal data that are provided in the course of the use of our services. (“service data”). The service data may include phone conversations, employment updates, feedback and client contact. The source of the service data is you, our employees and our clients. The service data may be processed in order to provide our services and communicate with you. The legal basis for this processing is our legitimate interests, namely the performance of a contract between you and us, taking steps, at your request, to help you find employment and offer career advice.

3.6 We may process information contained in any enquiry you submit to us regarding goods and/or services (“enquiry data”). The enquiry data may be processed for the purposes of offering, marketing and selling relevant goods and/or services to you. The legal basis for this processing is consent on submission of an enquiry.

3.7 We may process information relating to our customer relationships, including customer contact information (“customer relationship data”). The customer relationship data may include your name, your employer, your job title or role, your contact details, and information contained in communications between us and you or your employer. The source of the customer relationship data is you or your employer. The customer relationship data may be processed for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers. The legal basis for this processing is our legitimate interests, namely the proper management of our customer relationships.

3.8 We may process information that you provide to us for the purpose of subscribing to our email notifications (“Registration data”). The notification data may be processed for the purposes of sending you the relevant notifications regarding your communications and website use. The legal basis for this processing is consent upon registration.

3.9 We may process information contained in or relating to any communication that you send to us (“correspondence data”). The correspondence data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The correspondence data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business and communications with users.

3.10 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

3.11 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.

3.12 In addition to the specific purposes for which we may process your personal data set out in this Section 3, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

3.13 Please do not supply any other person's personal data to us, unless we prompt you to do so.

4. Providing your personal data to others

4.1 We may disclose your personal data to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy.

4.2 We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4.3 In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

5. International transfers of your personal data

5.1 In this Section 5, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).

5.2 We only have offices in Qatar, and therefore we will not transfer your data.

5.3 The hosting facilities for our website are situated in the United States through Routedge Inc.

5.4 You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others but take all reasonable precautions to prevent this.

6. Retaining and deleting personal data

6.1 This Section 6 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.

6.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6.3 We will retain your personal data as follows:

(a) Your personal data will be retained for a minimum period of 1 year following registration date, and for a maximum period of 10 years following the last point of contact.

6.4 In some cases it is not possible for us to specify in advance the periods for which your personal data will be retained. In such cases, we will determine the period of retention based on the following criteria:

(a) the period of retention of placement data will be determined based on legitimate business reasons.

6.5 Notwithstanding the other provisions of this Section 6, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

7. Amendments

7.1 We may update this policy from time to time by publishing a new version on our website.

7.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

7.3 We will notify you of significant changes to this policy by email.

8. Your rights

8.1 In Section 8, we have summarized the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

8.2 Your principal rights under data protection law are:

(a) the right to access;

(b) the right to rectification;

(c) the right to erasure;

- (d) the right to restrict processing;
- (e) the right to object to processing;
- (f) the right to data portability;
- (g) the right to complain to a supervisory authority; and
- (h) the right to withdraw consent.

8.3 You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access your personal data by visiting your candidate profile when logged into our website.

8.4 You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.

8.5 In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.

8.6 In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

8.7 You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.

8.8 You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.

8.9 You have the right to object to our processing of your personal data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

8.10 To the extent that the legal basis for our processing of your personal data is:

(a) consent; or

(b) that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,

and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

8.11 If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection.

8.12 To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

8.13 You may exercise any of your rights in relation to your personal data by written notice to us, in addition to the other methods specified in this Section 8.

10. Cookies that we use

10.1 We DO NOT use cookies.

11. Cookies used by our service providers

11.1 Our service providers may use cookies and those cookies may be stored on your computer when you visit our website.

12. Our details

13.1 This website is owned and operated by QAWS Management Consultancy

13.2 We are registered in Qatar

13.3 Our principal place of business is In Doha – Qatar Palm Tower B – 820 Janin St. 52nd Floor Office 2.

(a) by post, to the postal address P.O. Box 2066

(b) by telephone, on +974 55743261

(d) by email, using admin@qaws.qa

13. Data protection department

14.1 Our Data Protection Officer's contact details are: admin@qaws.qa

Part 2: Payment data and financial data

- (1) QAWS does NOT handle any payment data. Website user payment order will be diverted to Qatar Islamic Bank www.qib.com.qa website. All payment data is handled through their website, Confidentiality policy.
- (2) QIB will notify the payer of payment made or lack thereof. Payment receipts are issued from the QIB website.
- (3) If there is any dispute concerning payment made for QAWS, please communicate your dispute to admin@qaws.qa and /or contact +974 55743261. QAWS will resolve the dispute as per its legal commitments and the customer assured rights within the Qatari applicable laws..

Part 3: REFUND Policy over return and exchange policy of products

As per the Qatari Ministry of Economy and Commerce issued circular over return and exchange policy of products to regulate transactions between merchants and consumers. This policy applies to the Training & Publications sale.

The below policy does NOT apply to QAWS Management Consultancy Services, Training sessions, and customized solutions. These transactions shall be covered through individual agreements with their own terms and conditions.

A consumer may request to return or exchange an item regardless of his motives, such as: regretting spending the amount paid to the shop, dissatisfaction with the color or size of the item, finding the same item at a lower price at another shop, or purchasing the item as a gift to someone who is unsatisfied with the product.

The amount paid by consumers is refunded according to the method of payment (Credit card – check – cash payment or ATM card)

If a consumer finds that the product is being sold at another shop at a lower price, the owner of the first shop has to compensate the client for the price difference

A supplier must exchange a defective item with a functional one or refund the consumer for expired food products or counterfeit car spare parts.

Suppliers and merchants should clearly display a return and exchange policy in a prominent place at the front of the shop. The policy should be written in Arabic (as well as other languages chosen by the merchant).

The ministry grants traders and suppliers a two-week deadline to comply with the circular upon being notified. Traders shall refrain from posting any documents prohibiting the return or exchange of products

The Ministry of Economy and Commerce has issued a circular to traders over regulations pertaining to the return and exchange policy of products.

The circular outlines in detail under which circumstances a consumer can exchange products or request a refund.

The move comes within the framework of the ministry's efforts to control the market and ensure the compliance of traders with their obligations under Law No. (8) of 2008 on consumer protection and its regulations.

The circular defines under which circumstances the law explicitly compels shops to return or exchange products as follows:

First – If the consumer finds that the product is defective or fails to meet the value or purpose of its intended use. For instance, the consumer might find that the product is nonfunctional or doesn't serve the purpose that it was purchased for; or in case the consumer chooses a product, asks the dealer for a home delivery and later finds that the product is not in its original condition such as being broken or having scratches; or in case the dealer doesn't grant the consumer the opportunity to try a product before purchasing it and the consumer later finds that the product is nonfunctional.

Second – the non-conformity of a product with standard specifications. For instance, a consumer buys an electrical device (iron, for example), that fails to conform to the standards issued by the Qatar General Organization for

Standards and Metrology.

Third – When the item fails to meet the purpose that it was purchased for. For instance, when a consumer purchases an electronic device on the basis that it has multiple functions (a TV, mobile phone ...) and finds that some of these functions do not exist; or when the trader fails to secure a trial/ changing room although the nature of the product requires consumers to try it before purchasing it.

The circular also noted that consumers are entitled to return and exchange products without having to prove that the goods are defective or overvalued.

A consumer may request to return or exchange an item regardless of his motives such as: regretting spending the amount paid to the shop, dissatisfaction with the color of or size of the item, finding the same item at a lower price at another shop, or purchasing the item as a gift to someone who is unsatisfied with the product.

In all the above cases, the ministry stressed that shops need to comply with the obligation of the circular and are compelled to refund consumers according to the method of payment.

In case the product is purchased by credit card, the amount is refunded to the card used by the consumer to make the purchase. In case the purchase is made by check, the consumer should be refunded either in cash or by check. In case the purchase was made in cash or by ATM card, the refund should be made in cash.

Partial or full refunds

The ministry also outlined three other cases in which consumers are entitled to request a partial or full refund though these cases do not fall under the exchange and return policy as defined by the Consumer Protection law.

The first case: When the supplier advertises that it is selling a product at the lowest market price and the consumer finds that the same product is being sold at a lower price at another shop.

In this case, the shop should compensate the consumer for the price difference.

The second case: When the dealer commits a violation such as selling consumers expired food or counterfeit car spare parts. In this case, the consumer is entitled to exchange the defective product or request a full refund.

Third case: If the consumer buys a product that doesn't comply with the terms of his agreement with the dealer. For instance, if the delivered product is not the same as the item requested or is of a different color than the color mentioned on the package. In this case, the consumer is entitled to exchange the product. If the product cannot be exchanged, the dealer has to refund the consumer.

Supplier and dealer obligations:

To ensure the compliance of suppliers and dealers with the circulars, the ministry has asked them to take the following measures:

Suppliers and merchants should clearly display a return and exchange policy in a prominent place at the front of the shop. The policy should be written in Arabic (as well as other languages chosen by the merchant).

Merchants should post the exchange and return policy on the back of the invoice handed to consumers.

Merchants shall refrain from posting any documents prohibiting the return or exchange of products

Merchants shall refrain from posting any banner indicating that products cannot be exchanged or returned.

If the item is delivered to consumers through home delivery service, it should be free of charge

Merchants shall provide a space for consumers to try products before making a purchase

Merchants shall fully refund consumers for the price of products as well as shipping and delivery fees in case consumers are entitled to a refund while taking into account the nature of the product, the defect and the

timeframe during which the consumer used the product before discovering the defect.

The ministry granted traders and suppliers a two-week deadline to amend their return and exchange policies and to comply with the circular. Ministry employees will then take action to ensure the compliance of shops with the circular.

Consumer role in protecting his right to return or exchange products

The Ministry of Economy and Commerce would like to bring to the attention of consumers their role in protecting their own rights concerning the return and exchange of products by:

- To verify the return and exchange policy when making a purchase at a shop or online dealer
- To ask for an invoice to protect their right to exchange or return the product
- To keep the product in its original condition to preserve their right to exchange or return the item
- To check the product is functional and that the size of the item is suitable before making a purchase
- To negotiate with shops any additional terms as part of the exchange and return policy and to document these terms on the invoice

In case the consumer finds difficulty convincing the shop to comply with the terms of the return and exchange policy, he/ she can contact competent authorities at the Ministry of Economy and Commerce through the following communication channels:

- Call Center: 16001
- Email: info@mec.gov.qa
- The social networking accounts of the Ministry of Economy and Commerce:
 - Twitter @MEC_QATAR
 - Instagram MEC_QATAR
- The application of the Ministry of Economy and Commerce on smart phones: iPhone and Android devices MEC_QATAR