

# Terms and Conditions for Cambridge English exams registrations

By registering for this examination you confirm that you understand that you are registering via the British Council's Online Registration System at <a href="https://esolreg.britishcouncil.org/rex-cj">https://esolreg.britishcouncil.org/rex-cj</a> to take the Cambridge exam with the British Council (your "Test Registration") and the payment relating to your Test Registration is directly between the British Council and yourself. All aspects of your Test Registration relating to payment terms, refund and cancellation are as per the policies stipulated below.

The British Council may contact you during a statistical data collection process, related to your exam. These data will be used exclusively in order to enhance the British Council services.

The British Council is incorporated in England and Wales by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SC03773 in Scotland). Its registered office is at 1 Redman Place, *Stratford*, London E20 1JQ.

## **Test Registration**

For the steps you need to take to make a Test Registration, please see our how to register for a Cambridge exam online page. The online registration process allows you to check and amend errors before submitting your Test Registration to the British Council. Please take the time to read and check your Test Registration at each page of the online registration process. You may not register: (i) more than once for the same Cambridge exam session; or (ii) for more than one Cambridge exam session in any given month.

After you make your Test Registration, the British Council will confirm its acceptance to you in the form of an email from the relevant test centre of your enrolment on the relevant Cambridge exam session ("Application Summary"). The contract between you and the British Council will only be formed when you are sent the Exam Confirmation email.

The British Council reserves the right not to accept Test Registrations after the registration period of the relevant Cambridge exam session has closed.

#### Fees

The price of your Test Registration will be quoted on the British Council's Online Registration System. Fees may change from time to time, but this will not affect any Test Registration which has been confirmed by an Exam Confirmation email. Payment for your Test Registration will need to be made in advance through the British Council's Online Registration System or another available payment method. Your Test Registration will not be confirmed until the relevant fee has been paid.

# Requesting a withdrawal

If you **cancel** your Cambridge English exam before the test day or you are absent on the test day, the fee is refundable only if a cancelation request is made **no later than 14 days** from the date of registration (day of payment) and before the exam date - in that case you will receive a full refund.

The fee is also refundable, minus an administration fee of 30% of the test fee, only in the following cases:

- if a cancelation request is made before the registration deadline for that test but after 14 days from the date of registration (date of payment)



- in case of illness or medical incident on the test date
- in case of bereavement loss of a close family member
- in case of hardship or trauma (such as being a victim of crime or involved in a traffic accident)
- in case of military service.

Irrespective of when it is requested (either within 14 days of registration or after) the withdrawal must be submitted using the form listed below. The deadline is no later than five days after the test date. The form must be accompanied by relevant evidence (i.e., a medical certificate issued by the doctor confirming inability to take the test, police report from the traffic accident confirming serious circumstances on the test day, etc.).

If we have not received your withdrawal request along with supporting documentation by the fifth day after the test, you will be marked as absent and forfeit all claims.

Please note that refunds can take four to six weeks to process.

In case you have any questions please contact us via email at contact@britishcouncil.ro.

## Requesting a transfer

If you need to change the date of your test from the date you originally booked, you can request a test day transfer by email at <a href="mailto:contact@britishcouncil.ro">contact@britishcouncil.ro</a>. The transfer is free of charge, but only if the registration for your original test date is still open.

Please note that the new test date must be within three months of the original test date. We can offer the transfer only if a session of the same test is available in your examination centre in this period. You can check it here: <a href="https://www.britishcouncil.ro/en/exam/cambridge/dates-fees-locations">https://www.britishcouncil.ro/en/exam/cambridge/dates-fees-locations</a>
We can transfer you once only. If the second test date does not suit you well, then you are not entitled to any further transfer to a new test date and the standard cancellation policy applies.

Test Registrations are also personal and cannot be transferred to other individuals. Transfers of speaking Test Dates and between Cambridge English Exam sessions and/or exam types e.g.: First (FCE) to Advanced (CAE) are not allowed before or after closure of the relevant registration period. Transfers between centres are not allowed either (eg from lasi to Bucharest etc).

The British Council also reserves the right to cancel any Cambridge exam session if a minimum number of 20 candidates is not reached by the end of the relevant registration period. In this case, you will receive a full refund of the paid fee.

# Test day photography

By making your Test Registration you give your consent to be photographed on your Test Date if required by the current Cambridge regulations (see Cambridge University Press and Assessment Regulations section below) or you give consent for your child or the person for whom you are legally responsible. These photographs can be used only for audit or investigation purposes. In this case, photographs and Cambridge exams results will be available on a protected web site called Online Results Verification where institutions will be able to verify your identity and/or results.

Cambridge University Press and Assessment reserves the right not to publish your exam results if you have not been photographed according to the regulations. For more information consult the following link: Summary Regulations for candidates.

If you are a candidate aged 18+, you hereby consent to have your photo taken by the centre on the day of the Speaking test and/or the written papers for the purposes mentioned above. You agree for this photo to be held on the secure Cambridge University Press and Assessment Verification site and



the photo shall only be available to organisations/individuals that you give your details to or that you authorise to view your result via a download.

If you are a candidate aged under 18, by agreeing to these Terms and Conditions, your parent or legal guardian consents to your photo being taken on the day of the examination for the purposes mentioned above. This Test Registration must be completed and agreed to by a parent or a legal guardian, in the case of minor candidates. British Council is not to be held responsible in case this stipulation is not complied with.

# The Speaking audio recording and remote assessment

On certain exam dates it may happen that the Speaking interview is audio recorded for the purpose of monitoring the Speaking examiners. This does not influence in any way the marks given to candidates and the recording will be used exclusively by the British Council for the purpose of examiners' monitoring and will not be made available to candidates or any other parties.

It may also happen that one of the Speaking examiners is assessing you remotely, which means that you will only have one examiner in the room and the other is in another location but connected online via a laptop.

# Speaking examiners mobile phones usage during the Speaking test

Examiners use an online application on their mobile phones in order to assess candidates during the Speaking test.

## Location, date and time

All information regarding the address of the venue, dates and timetables of the exam, including the date of the speaking test, the location and your candidate number, will be communicated to you via email approximately 2 weeks before your first Test Date. It is your responsibility to contact us if you have not received this information at least 7 days before the beginning of the Speaking window.

The Speaking component of the Cambridge exam usually takes place a few days before or after the written components and can be scheduled on a Saturday or a Sunday. It is not possible to choose or change the speaking test date; it is your responsibility to check the dates window for the speaking test and avoid clashes with other commitments.

You must arrive at the venue at least 30 minutes before the start of the exam. Candidates who arrive late may not be admitted to the exam room.

# **Cambridge University Press and Assessment General Regulations**

Cambridge University Press and Assessment General Regulations are stipulated in this document.

The test day regulations which make references to the candidates dos and don'ts in terms of security, practice as well as to marking process and certificate issue is sent to each candidate before the exam day and can also be accessed <u>online</u>. Candidates must follow these rules.

The candidates must provide official and original photo identification documents (National Identity Card or Passport) in each part of the test. No admittance to the test room is accepted if a candidate is not able to provide proper ID. The birth certificate is not a document which can prove a candidate's identity, given it is not a photo ID, therefore it is not accepted (the only exception is YLE).

IDs must include a photo of the candidate, and the candidate's full name and date of birth. The ID must be valid (not expired), original (not a copy) and physical (not digital).

Candidates aged 18 or over in Europe and the Americas taking an exam outside their country of permanent residence must use a passport unless they are a permanent resident from a European Union or Schengen area country taking the exam in another European Union or Schengen area



country, in which case they can either use a passport or a government-issued national ID. For example, an Italian candidate taking the exam in France can use their Italian National ID card.

Candidates of all ages in Africa, Asia, and Australasia taking an exam outside of their country of permanent residence, must use a passport.

Any candidate using a dictionary, audio recording equipment, a mobile phone, or any other electronic material, or breaking the regulations in any other way will be automatically disqualified.

Copyright of all Cambridge University Press and Assessment's exam materials (including the exam papers) belongs to University of Cambridge. Cambridge University Press and Assessment does not allow you, British Council or other institutions to review (or request the return of) your answer sheets or any other material used in the exam once submitted.

Should you need your results for VISA/immigration purposes, please contact British Council Examinations Services beforehand.

#### **Special arrangements**

If you have any special requirements (e.g. hearing difficulties), it is possible to make arrangements for extra time, large print, or Braille, given we can logistically meet your request and we obtain Cambridge University Press and Assessment's approval. You must send your special arrangements request 5 days before the end of open registrations. For special needs no late entries are accepted.

# Malpractice and suspicion of malpractice

Malpractice is obtaining unauthorised access to examination material, using or trying to use unauthorised material, e.g. notes, study guides, mobile phones, copying/collusion or attempted copying/collusion, disruptive behaviour or not following the instructions of an invigilator or supervisor, impersonation (pretending to be someone else), any other form of cheating or gaining of an unfair advantage.

Cases of suspected malpractice may be reported either by British Council or directly by Cambridge University Press and Assessment, based on a statistical analysis of candidates' answer sheets. The malpractice analysis involves a Cambridge University Press and Assessment special committee which, in certain cases, decides to withhold the results of the candidate(s) involved. As Cambridge University Press and Assessment owns the entire results issue and validation process, British Council cannot influence this decision in any way. Information on malpractice can be found here: <a href="Cambridge University Press and Assessment Regulations">Cambridge Malpractice Procedure</a> and <a href="Security">Security</a>, <a href="Integrity and Fraud Protection">Integrity and Fraud Protection</a>.

# **Results**

Cambridge exams results are accessible on-line; access details will be sent to you in your detailed confirmation email, two weeks before your test. Cambridge exams papers are marked in the UK by Cambridge University Press and Assessment.

If candidates are not satisfied with their results, they may request a revision of the marks in exchange of a fee, by contacting their exam centre within the time limits established for each exam. For more information, consult www.cambridgeenglish.org.

On rare occasions, due to Cambridge University Press and Assessment verifications or possible rechecks, your result may be late. British Council cannot intervene in this process, given exam materials are marked by the board. Nevertheless, British Council will make every possible effort to speed up the issue of your result.



#### Certificates

The Cambridge University Press and Assessment certificates are available 10 weeks after the exam; the exact date is specified in your result email. Under the UK Data Protection Act, Cambridge University Press and Assessment require the destruction of certificates which are older (and unclaimed) than 2 years from issue, therefore you will not be able to pick up your certificate after this deadline.

Candidates registered as block entries, through schools, language centres or other institutions All candidates registered as block entries through a school or institution agree to have their data transmitted through the representative of that institution, to the British Council. The school or institution is obliged to inform all its candidates and their parents or legal guardians (in the case of minor candidates) about these Terms and Conditions.

## Stipulations concerning under-aged candidates

Parents, legal guardians or adults delegated to care for under-aged candidates have a duty to come in person at the exam venue access point in order to pick up their children, at the end of the exam session. It is each parent or legal guardian's responsibility to ensure the collection and supervision of their children at the end of the exam session.

# Safeguarding

We aim to create a safe environment in which no child or adult, consistent with human rights principles and irrespective of any aspect of their identity, including but not limited to age, disability status, economic background, ethnicity, gender, religion or belief, or sexual orientation, will experience harm or exploitation during the course of their contact with us.

# **Payment**

## (i) Incoming payment

The British Council cannot accept payments made from banks (or other financial institutions) sanctioned by the UK or any other relevant jurisdiction. Where the British Council discovers evidence of payment from a sanctioned bank and/or sanctioned financial institution we will freeze all funds related to that payment and will be unable to deliver the service for which the payment was intended. Please therefore ensure that you do not make payments from an account in a sanctioned bank and/or sanctioned financial institution.

# (ii) Outgoing payment

The British Council cannot make payments to banks (or other financial institutions) sanctioned by the UK or any other relevant jurisdiction. If you request a refund to be sent to an account at a sanctioned bank and/or sanctioned financial institution, you will be asked to nominate an alternative method of payment that does not breach sanctions. Failure to provide an alternative method of payment will result in non-payment of the relevant funds.

## **Medical information**

The British Council acknowledges and respects the right to full confidentiality of each person's medical data. However, if a candidate has a special medical condition which they appreciate we need to know and wishes to inform us about, they can write to us at <a href="mailto:contact@britishcouncil.ro">contact@britishcouncil.ro</a>. In case of a medical emergency affecting the candidate during an exam session or any other situation requiring medical assistance, British Council staff will ask for professional help by calling 112. British Council personnel



will give medical staff the medical data received from the candidate in question.

# **Data protection**

Please consult our Cambridge exams privacy notice on the following 'Enter candidate details' screen as well as our global privacy notice at <a href="https://www.britishcouncil.org/privacy">www.britishcouncil.org/privacy</a>.

If you wish to contact the British Council's Global Data Protection Officer please use these channels:

Jonathan Gray, Global Data Protection Officer Information Security Governance & Risk Management

Bridgewater House, 58 Whitworth Street

Manchester M1 6BB

Tel.: +44 (0) 161 957 7078

E-Mail: IGDisclosures@britishcouncil.org

For the Cambridge University Press and Assessment privacy notice, please consult www.cambridge.org/legal/privacy.

The British Council complies with data protection law in the UK and laws in other countries that meet internationally accepted standards.

You have the right to ask for a copy of the information we hold on you, and the right to ask us to correct any inaccuracies in that information. If you have concerns about how we have used your personal information, you also have the right to complain to a privacy regulator.

For detailed information, please refer to the privacy section of our website, <a href="www.britishcouncil.org/privacy">www.britishcouncil.org/privacy</a> or contact your local British Council office. We will keep your information for a period of 3 years from the time of collection for your registration; for marketing purposes, we will keep your information for a period of 7 years.

# **Contacting the British Council**

To cancel a Test Registration or request a refund, you must contact the British Council in writing by sending an email to <a href="mailto:contact@britishcouncil.ro">contact@britishcouncil.ro</a>.