TERMS AND CONDITIONS – please read carefully before you apply

By ticking the "I Accept" check box below, you confirm that you understand that you are registering via the British Council's Online Registration System to take a Cambridge English Qualification with the British Council (this is your "Test Registration") and the payment relating to your Test Registration is directly between the British Council and yourself (or the Local Exam Centre and yourself) All aspects of your Test Registration relating to payment terms, refund, cancellation and transfer are as per the policies stipulated below.

If the candidate applying for the exam is under the age of 18, please make sure that the parent/guardian also reads and understands the Terms and Conditions outlined below before completing the application and confirms the Test Registration.

An institution registering candidates in bulk must make all candidates aware of these Terms and Conditions in advance and ensure that either all Candidates accept their Test Registration, or all candidates (in the event of candidates under 18 with the confirmation of their parents/guardians) express their agreement with their Test Registration.

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, London, E20 1JQ, UK.

GENERAL REGULATIONS

The British Council reserves the right not to accept registrations after the established deadline. The British Council also reserves the right to cancel an exam if a minimum number of candidates is not reached. In this case, exam fees will be refunded.

Candidates must provide official and original documents (national ID or Passport) bearing the candidates' identity in each part of the test.

The British Council is not responsible for loss or damage to your personal belongings at the test venue. Therefore, we strongly recommend leaving valuables like mobile phones and laptops at home.

To protect exam integrity and prevent disruption, **you are not allowed** to take watches, mobile phones or any other electronic items into the exam room while under test conditions. Electronic items include mobile phones, iPods, iPads, tablets, e-readers, laptops, smart watches and any other devices on which notes could be accessed, data received or transmitted during an exam session. Any candidate using a dictionary, correction fluid, audio recording equipment, a mobile phone, or any other electronic material, or breaking the regulations in any other way will be automatically disqualified.

The British Council will store your mobile phones and any electronic devices brought into the examination room. You will be allowed to collect them only at the end of your examination.

The speaking test **may be conducted on a web-based video** application (Zoom) and recorded as part of Cambridge English Language Assessment's quality control procedures.

If you would like to make a complaint regarding the conduct of the test you **must do so before you leave the test** venue. Please speak to the Test Day Supervisor and fill in the Complaint Form. **Otherwise, your complaint will not be accepted.**

EXAMINATION MATERIALS

Copyright of all Cambridge English Qualification materials (including the exam papers) belongs to the University of Cambridge. The University of Cambridge does not allow you, exam centres or institutions to review (or request the return of) your answer sheets or any other material used in a Cambridge English Qualification once submitted.

REGISTERING FOR AN EXAM

Complete the application form

Make sure you enter the **full name exactly as it appears on your ID or in your passport**. This information is used to check the identity during the exam and to produce Cambridge Assessment certificates which cannot be re-issued in case the name is not correct.

Please note that you must not enter for the same exam more than once in any 28 day period.

After you have completed your Test Registration, the British Council will confirm this to you in the form of an email ('Application Summary'). If you do not receive an email immediately after completing the registration, please contact us at information@britishcouncil.hu.

Should you need your results for visa/immigration purposes, please contact the British Council at the time of your registration.

Payment methods & Invoicing

The payment should be made online (immediately after booking) or via bank transfer **within 5 calendar days** of the date of booking. The invoice is issued automatically after we received the payment.

At the last step of the registration process, you can give the details to whom we should issue the invoice to (to you, to another person or to a company). Please make sure to choose the correct option and to give the correct details as after payment we cannot amend the invoice.

If you pay online, you will receive the auto-generated invoice usually within an hour, the invoice is delivered to the email address that you gave at the invoicing details.

If you pay via bank transfer, you will receive the auto-generated invoice once the exam fee has been credited to our bank account and we marked you as paid in the registration system which usually takes 2-3 working days.

Please note that Cambridge Assessment English exams are not part of the Hungarian government's social assistance program designed for young adults and known as "First language certificate for free", therefore you cannot claim back any money for successful exams.

The successful certificates for B1, B2, C1 or C2 level of Cambridge Assessment English exams taken in Hungary are accepted in Hungary similarly to state-accredited exam certificates, and they do not need be nationalised.

An institution registering candidates in bulk will pay via invoice; invoice will be issued after British Council approves the registration.

The registration is considered valid only after we have received your payment; this is also the time when the contract between you and the British Council is effective from. Please ensure that the British Council receives the **full amount**, all applicable banking charges must be paid by the transferor.

Fees are subject to change, but this will not affect any Test Registration which has already been confirmed by the 'Application Summary' email.

When making bank transfer payments you must quote in the text box (message for recipient) the following information:

- FIRST: the registration **Reference Number**: your reference number is a 13-digit number that starts with R followed by your country code (HU).
- NEXT: the full name of the candidate taking the exam: e.g. R-HU001-123456-0010 - MARIA SMITH

By quoting the registration Reference Number as described above you ensure there is no delay in processing your application (such a delay may lead to a change of your preferred test date or cancellation of your registration).

The capacity of examinations is limited. In case of late registration please contact the relevant centre.

SPECIAL REQUIREMENTS

If you have any special needs (e.g. sight-impairment, hearing difficulties, learning difficulties, etc.), it is possible to make arrangements for e.g. extra time, enlarged print, or Braille. You must send your special needs requests at least 3 months before your Test Date accompanied by medical evidence.

Please note that special arrangements cannot be requested for the Computer Based exams, ONLY for Paper Based exams.

For further information, please visit the <u>Special arrangements</u> section on our website and the <u>Special Requirements</u> section on the Cambridge Assessment's website.

LOCATION, DATE AND TIME

All information regarding your Cambridge English Qualification, including the date of the speaking test, the details of the test venue(s) and your candidate number (your 'Exam Schedule'), will be communicated to you via email ('Confirmation of Entry') approximately 2 weeks before your first Test Date.

The dates of the Written parts are set by Cambridge Assessment English and cannot be changed. Speaking dates are set locally within a specific date range/period for each exam.

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

TEST DAY PHOTO

By making your Test Registration you give your consent to be photographed and filmed for security and quality assurance purposes on the day of your test, or you give consent for your child or the person for whom you are legally responsible, if required by the current Cambridge Assessment English regulations (see Cambridge Assessment English Regulations link below).

You give your consent for any recordings to be used for audit or investigation purposes. In this case, photographs and Cambridge English Qualification 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. Institutions registering candidates in bulk are responsible for informing candidates about Test Day Photo regulations and for obtaining candidates' (and in case of applicants under 18 years of age parents'/guardians') consent.

The University of Cambridge reserves the right not to publish your Cambridge English Qualification results if you have not been photographed according to the Cambridge English Qualification regulations.

We ask you to confirm your consent in two ways: by clicking the relevant tick box at the end of this document and by providing your selected Local Exam Centre with the relevant signed consent forms (available on our website) at the exam venue before your Speaking examination. (There is one consent form available for candidates under 18 years of age and one for those over 18.)

The photos taken and the exam results will be available on a protected website called Online Results Verification, where institutions can verify your identity and/or results.

TEST DATE TRANSFER

Your Test Registration is valid for a specific Cambridge English Qualification session only. The dates of the written or the speaking sessions cannot be chosen or modified by candidates.

The date of the Written parts is set by Cambridge Assessment English and cannot be changed. Speaking dates are set locally within a specific date range/period for each exam.

The venue of the Written and Listening parts and the Speaking part is set by the examination centre and cannot be changed.

Test date transfer can be requested free of charge once only before the relevant registration deadline providing there is an alternative test date. The new exam date must be within 3 months of the original exam date. Test date transfer is only possible to the same exam type with the same delivery mode. If the new exam date does not suit you well, then you are not entitled to any further transfer to another exam date and the standard cancellation policy applies.

WITHDRAWAL

If you cancel your exam date **no later than 14 days** from the date of registration (day of payment), and before the exam date, you will receive a full refund.

CANCELLATION and REFUND

You may cancel your Test Registration for your Cambridge English Qualification session by notifying the British Council.

If you cancel your registration more than 14 days after the registration (day of payment) but before the registration deadline, you will be entitled to a refund minus an administrative fee of 30% of the exam fee.

If you cancel your exam after the registration deadline, you will be entitled to a refund minus an administrative fee of 30% of the exam fee only in the following cases:

- 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.

In case of test day absence for the reasons listed above, the refund request must be submitted using the refund request form (available on our website) within three days of the exam date. It must be supported with required 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.).

Late requests or requests without the supporting documentation shall not be taken into consideration.

The British Council also reserves the right to cancel any Cambridge English Qualification if a minimum number of candidates is not reached by the end of the relevant registration period. In this case, we will offer you another exam day or you will receive a full refund of fees paid.

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.

RESULTS AND CERTIFICATES

Cambridge English Qualification results are accessible online; access details will be provided to you as a part of your timetable sent by Cambridge Assessment English in the 'Confirmation of Entry' email. Should these be lost or misplaced, a copy can be requested via email from the British Council after the results of the relevant Cambridge English Qualification session have been released. Exam papers are marked by Cambridge English in the UK, with results sent to the British Council afterwards.

Paper-based exams results are currently available 6-9 weeks after the exam date. In case of computer-based exams, results are released 2-3 weeks after the exam date.

All exam materials are sent to Cambridge Assessment English in the UK after the exam session. All parts of the exam remain the property of Cambridge Assessment English and will not be released to candidates.

REMARK

If the candidate is not conformed with the obtained result, he/she will be able to ask for a revision. To request this, it is necessary to follow the procedure established by the University of Cambridge:

- 1. **Full clerical re-check**: all requests for the re-check must be received by British Council no later than 30 days after the results issue date. When the candidate receives the result of the full clerical re-check, he has 10 working days to ask for the second stage.
- 2. **Review of the exam** including the Listening part. The fee must be paid to British Council once you request the exam review. To ask for this issue its mandatory to have the full clerical re-check step done.

In both stages, the **Speaking** part of the exam is **not included** in the review.

For further details, please read:

'Cambridge English Qualifications Regulations'

'Summary regulations for candidates.'

'What to expect on the exam day'

PRIVACY NOTICE

The British Council will use the information that you are providing in connection with processing your registration. The legal basis for processing your information is agreement with our Terms and Conditions of registration to be expressed by ticking the "I Accept" check box below

DATA PROTECTION

The British Council complies with data protection law in the UK and laws in other countries that meet internationally accepted standards. The European Commission adopted a data protection adequacy decision for the UK on June 28, 2021, as a result your personal data you disclose to us, and you give your consent to process by us are freely transferable into the United Kingdom. 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, www.britishcouncil.org/privacy or contact your local British Council office. We will keep your information for a period of 2 years from the time of collection.

CHILD PROTECTION

The British Council believes that all children have potential and that every child matters – everywhere in the world. The British Council affirms the position that all children have the right to be protected from all forms of abuse as set out in article 19, UNCRC 1989.

DISCLAIMER

The British Council and the examining boards take all reasonable steps to provide continuity of service. We feel sure you will understand, however, that we cannot be held responsible for any interruptions caused by circumstances beyond our control. If examinations or their results are disrupted, cancelled or delayed, every effort will be made to resume normal service as soon as possible. The British Council's liability will be limited to the refund of the registration fee or retesting at a later date.

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.

The British Council hopes to make your experience of dealing with the British Council an excellent one and welcomes your comments, suggestions and details of satisfaction or dissatisfaction. If you have any comments or complaints in relation to the Contract, please refer to the Complaints Page and follow the procedure set out there.

If a complaint, dispute, or claim is not successfully resolved through discussions between you and the British Council, the courts of England will have non-exclusive jurisdiction over any claim arising from, or related to, the Contract. This means that all claims relating to the Contract can be settled by a judge (or a number of judges) in an English court but you or the British Council may, alternatively, bring proceedings in your country of residence or any other relevant country.