

## Terms and Conditions

By registering for this examination you confirm that you understand that you are registering via the British Council's Online Registration System to take the Cambridge English 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 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 10 Spring Gardens, London, SW1A 2BN.

### 1. Test Registration

For the steps you need to take to make a Test Registration, please see our [how to register for Cambridge English 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 English Exam session; or (ii) for more than one Cambridge English 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 English Exam session ("Application Summary"). The contract between you and the British Council will only be formed when you are sent the English Exam Confirmation email.

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

### 2. 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 English 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.

### 3. Test date transfer

Your Test Registration is valid for one Cambridge English Exam session only. It will not be possible to transfer your Test Registration to another Cambridge English Exam session or another type of exam. 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.

### 4. Refund

You may apply for a refund if you are unable to attend your entire Cambridge English Exam session (all papers) for **medical** or bereavement reasons only. If this is the case, you must provide a medical **certificate** and a completed **[Withdrawal Request Form](#)** to support your application for a refund. The request form and supporting documents must be submitted to the relevant British Council centre within one week of the date of the written exams set out in your English Exam Confirmation email. All approved requests for refunds are processed after the examination results for the relevant Cambridge Exam session have been published and you will receive a refund of the exam fee minus an administrative fee of 80 lei for KET and PET and 120 lei for the other Cambridge English exams. Fees cannot be transferred to a later Cambridge Exam session or to another type of examination instead of being refunded.

### 5. Cancellation

You may cancel your Test Registration with no charge at any time *prior* to the closure of the relevant registration period for your Cambridge English Exam session by notifying the British Council.

The British Council cannot accept any responsibility for service interruptions caused by factors which are outside of our control. In these cases the British Council will do everything possible to offer you a Cambridge English Exam session at a later date. The British Council may offer a refund in these circumstances at its sole discretion.

The British Council also reserves the right to cancel any Cambridge English Exam if a minimum number of 10 candidates is not reached by the end of the relevant registration period. In this case, you will receive a refund of fees paid.

## 6. 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 English Exam regulations (see **Cambridge English Language Assessment Regulations** section below). In this case, photographs and Cambridge English Exam 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.

The University of Cambridge reserves the right not to publish your Cambridge English Exam results if you have not been photographed according to the Cambridge English Exam regulations. For more information consult the following link: [Test Day Photo](#).

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. You agree for this photo to be held on the secure Cambridge English 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. 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.

## 7. 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 English 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.

## 8. General Regulations

The candidates **must** provide official and original photo identification documents (Identity Card, Passport or Driving Licence) in each part of the test. No admittance to the test room is accepted if a candidate is not able to provide proper ID.

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 English Exam materials (including the exam papers) belongs to 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 the Cambridge English Exam once submitted. [Cambridge English Regulations](#)

## 9. Cambridge English Language Assessment Regulations

A document issued by the Cambridge Assessment called "Regulations" contains a comprehensive list of examinations regulations. The details of these regulations are available here: [Cambridge English Regulations](#)

This document will be sent to you together with the details of your Cambridge English Exam and timetable. It can also be requested via email to the British Council Examinations Office. Should you need your results for VISA/immigration purposes, please contact British Council Examinations Office at time of making your Test Registration.

## 10. Special needs

If you have any special needs (eg hearing difficulties), it is possible to make arrangements for extra time, large print, or Braille. You must send your special needs request at the time of registration, accompanied by medical evidence. For special needs no late entries are accepted.

## 11. Results

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

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

## 12. 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.**

## 13. Data Protection

We apply the UK Data Protection Act 1998 to all of our global operations unless the local equivalent law is stronger.

The UK Data Protection Act works in two main ways. It gives individuals rights over how their personal information is used and sets out rules for organisations that handle personal information.

Our [privacy policy](#) describes how we treat personal information.

Our [Personal Information Charter](#) sets out the standards you can expect from us when we handle personal information and what you can do if you think standards are not being met.

### Accessing your personal information

Under the UK Data Protection Act any individual has the general right to ask for a copy of the personal information held about them. This means that you can ask for the information that we hold about you. This is known as the right of 'subject access'. When making a request you will need to give us: a request in writing, the £10.00 fee, proof of your identity, proof of your address and any information that we reasonably need to process the request. For example details of our offices or staff that you have had contact with and when.

We will not start looking for your information until we receive all of the above. In order to submit your request, or for help making a request, please contact the Data Protection Officer at [Dataprotection@britishcouncil.org](mailto:Dataprotection@britishcouncil.org). Although you should submit a request in writing, if you would like to speak to someone in person, you can contact us by telephone on +44(0)20 7389 3172.

### *British Council in Romania Data Protection:*

#### *Definitions*

*In this clause, 'data controller', 'data processor', 'personal data', 'process' and 'processing' will have the meaning set out in Directive 95/46/EC of the European Parliament and Council or any other superseding legislation.*

*'Personal Data' refers to personal data under the control of the supplier/candidate/centre and processed by the British Council.*

*British Council and the supplier/candidate/centre acknowledge that in relation to the Personal Data, the supplier/candidate/centre is the data controller and British Council is the data processor.*

#### *Restrictions on Processing*

*British Council will process the Personal Data only to the necessary extent for the exam registration and in accordance with the British Council's instructions.*

#### *British Council will not:*

- i. disclose any of the Personal Data to third parties except for the ones which are used in the exam registration or to comply with a statutory duty on supplier/candidate/centre or an order of a court or official regulator.*
- ii. subcontract the processing of the Personal Data without the prior written consent of the supplier/candidate/centre. If the written consent is given, the subcontractor will have to agree with the British Council the terms of using the Personal Data. These terms will have to correspond to the conditions from Directive 95/46/CE of the European Parliament and Council or to any other legislation which can replace it.*
- iii. transfer any of the Personal Data outside the European Economic Area without the prior written consent of the supplier/candidate/centre.*

#### *Protective Measures*

##### *British Council will:*

- i. take reasonable steps to ensure the reliability of its collaborators/employees with access to the Personal Data and to ensure they have an appropriate level of competency in handling personal data.*
- ii. implement appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against its accidental destruction, damage or loss so as to ensure a level of security appropriate to the harm that might result therefrom.*

#### *Cooperation*

*The supplier/candidate/centre will:*

- i. immediately notify the British Council if it becomes aware of any complaint, notice or subject access request in respect of the Personal Data
- ii. promptly provide the British Council with any information it reasonably requires to meet a subject access request or to respond to an enquiry or investigation by the relevant data protection regulator

**Termination**

On termination or expiry of the exam registration, British Council will stop processing the Personal Data and return and/or destroy it at the request of the supplier/candidate/centre.

**Compensation**

British Council will take all possible and necessary measures in accordance with its limits of action to ensure the cautious use of the data obtained. If the data will be used in any other purpose except for the exam registration, British Council shall indemnify the supplier/candidate/centre against all penalties and claims, including but not limited to damages, costs and expenses, arising from a breach in its data protection obligations.

**14. 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.

**15. 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.

**16. Medical information**

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 [contact@britishcouncil.ro](mailto:contact@britishcouncil.ro). 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.

**17. 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 the relevant British Council centre: [contact@britishcouncil.ro](mailto:contact@britishcouncil.ro) (British Council Bucharest), [bc.iasi@britishcouncil.ro](mailto:bc.iasi@britishcouncil.ro) (British Council Iasi), [bc.cluj@britishcouncil.ro](mailto:bc.cluj@britishcouncil.ro) (British Council Cluj).

**I am aware of and agree to comply with the Terms and Conditions above.**

<b>Exam name and its date</b>		<b>Candidate’s Name</b>	
<b>Signature*</b>		<b>Signature Date</b>	

**\*In case of minor candidates, their parent’s/legal guardian’s signature is required.**

**For candidates under 18 years old:**

**Name of parent/ legal guardian**

.....