

## **I ENTRIES**

### GENERAL PROVISIONS

1. Service Provider is the non-public continuing education institution, the British Council Centre for Children and Teenagers, entered in the register of schools and non-public institutions kept by the Capital City of Warsaw under no. 92/Pz; and the non-public continuing education institution, the British Council Centre for Adults, entered in the register of schools and non-public institutions kept by the Capital City of Warsaw under no. 1112K - entities governed by the Fundacja British Council registered in District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000449621, NIP (Tax Identity No.): 7010369489, with its principal office in Warsaw, Poland and address at Koszykowa 54, 00-675 Warsaw, Poland (hereinafter referred to as 'the British Council').
2. Service Receiver is a natural person, a legal entity, or an organisational unit without the status of a legal entity (candidate, school or institution), who or which uses a remote agreement provided by the British Council, within the territory of Poland.

### CONDITIONS OF REMOTE AGREEMENT CONCLUSION

3. British Council provides remote services:
  - 3.1 on the [www.britishcouncil.pl](http://www.britishcouncil.pl) website by entering one's name on the list of candidates for a Cambridge University Press & Assessment exam using a form available on the site, or by printing the form available on the website and sending it to the British Council by e-mail (sent to [exams@britishcouncil.pl](mailto:exams@britishcouncil.pl)) or fax (depends on exam),
  - 3.2 by e-mail (a message with the confirmation of entering one's name on the list of candidates for an exam at the British Council; the confirmation of the exam fee posting, and with additional Service Receiver's consent, the sending of newsletter).
4. The agreement between the Service Provider and the Service Receiver for the administration of a selected exam shall be deemed entered into (the moment of the exam registration completion) upon the payment of the exam fee by the Service Receiver after his or her data is entered on the list of candidates for a selected exam via the on-line registration system made available by the Service Provider on the Site. The Service Receiver's failure to pay the fee in the amount and within the time limit set forth by the Service Provider on the Site will result in removing the Service Receiver's entry from the list of candidates and the agreement contemplated in this point will not be entered into. If the Service Receiver enters untrue or incomplete data on the list of candidates, the Service Provider will attempt to contact the Service Receiver in order to supplement or rectify the data. If such an attempt proves unsuccessful, the Service Provider may withdraw from the agreement.

### EXAM FEES

5. For the register of fees see Annex 1 being an integral part of the Regulations.
6. The Cambridge University Press & Assessment exam fees are provided in Polish zloty. The price given for each exam is binding upon the placement of a purchase order by the customer. Invoices for exams are issued on demand in an electronic form and sent to customers by e-mail by the 15th day of the month following the month of payment booking.
7. The exam fee shall be paid by the Service Receiver following the entry to the list of candidates by a bank transfer for the benefit of the Service Provider or as a cash payment to the account provided by the Service Provider made within the time limit and in the way set forth by the British Council and published in the specific exam regulations and on the Service Provider's site.
8. At the Service Provider's offices in Warsaw and Kraków, the Service Receiver can pay the exam fee by a payment card (Visa, Visa Electron, Maestro, MasterCard, MasterCard Electronic, American Express). In case the payment is made by card as described in this point, the present Regulations are not applicable as the agreement is entered into at the Service Provider's offices and, as such, is not a remote agreement.

9. The Service Receiver who paid the exam fee but failed to enter his or her name on the list of candidates within the time limit indicated for registration shall be entitled to full reimbursement of the exam fee. In this case no exam administration agreement is entered into between the Service Receiver and the Service Provider.

#### REGISTRATION – GENERAL PROVISIONS

10. The number of places for computer-based tests is limited.
11. If the number of candidates registered in a British Council Exam Centre does not meet the minimum required by the British Council and Cambridge University Press & Assessment, the British Council will:
- 11.1 conduct the exam in another British Council Exam Centre (where possible),
  - 11.2 register the candidates for a subsequent session of their choice,
  - 11.3 reimburse the fees to the candidates.

The decision whether to sit the examination in another centre, apply for reimbursement or register for a subsequent session rests with the candidate.

12. Registration for the selected examination session after the registration deadline is possible for paper-based sessions only within the administration potential of a given British Council Exam Centre and is not carried out via the online registration system. In order to register after the registration deadline, please contact the examination centre. Registration after the registration deadline will incur additional fees specified in the Annex 1.

#### REGISTRATION - INDIVIDUAL CANDIDATES

13. Candidates who wish to register for Cambridge University Press & Assessment exams in a British Council Examination Centre in Poland for open sessions should:
- 13.1 enter their personal data into the candidates' on-line database in EntryNet – the British Council on-line registration system on [www.britishcouncil.pl](http://www.britishcouncil.pl), by the registration deadlines provided in on the British Council exam finder: <https://examfinder.britishcouncil.pl/index.php>,
  - 13.2 deposit the required fee according to the instructions on EntryNet no later than **5 calendar days** after registering for the test, where the first day is the day of registration. However, candidates who register in the last days of registration should deposit the required fee no later **than the day following the registration deadline** for the test. Exam fees are given in Annex 1 to the Regulations.
14. Following the registration Candidates will receive an e-mail with confirmation that their data was successfully added to the on-line database in British Council EntryNet, information about the exam, the fee for the service, information about the method of payment of the examination fee and the deadline by which payment should be made in order for the Service Receiver's record not to be removed from the candidates' list. Candidates are not required to submit a proof of payment. After the payment has been recorded on the British Council's account, candidates will receive a second e-mail with confirmation of registration and information about when they will receive their individual examination timetables with exam dates and venue addresses (*Confirmation of Entry*). This message should be kept until a third e-mail with the *Confirmation of Entry* is delivered.
15. Candidates who do not observe the procedures stated in points 13.1 and 13.2. will not be registered for Cambridge examinations of their choice and their personal data will be deleted from the candidates' database in EntryNet.

## REGISTRATION - CANDIDATES REGISTERED BY SCHOOLS/INSTITUTIONS

16. Candidates registered by schools/institutions for Cambridge University Press & Assessment examinations in either open or closed sessions in a British Council in Poland exam centre complete registration formalities through the schools/institutions that will provide them with information about:
- British exams offered by the British Council,
  - registration deadlines,
  - the exam fees and methods of payment,
  - the candidate's individual examination timetable (*Confirmation of Entry*).
17. Candidates should inform the person responsible for the organisation of Cambridge University Press & Assessment examinations at the school/institution of their wish to sit the exam at the time indicated by that school/institution.

## **II REFUNDS AND OTHER CHANGES**

### TERMS AND CONDITIONS OF REFUNDS

1. A refund of the examination fee is possible under the following conditions only:
- 1.1 The Service Receiver being a natural person who has paid the exam fee as set forth in Section I and thus entered into a remote agreement with the Service Provider may withdraw from the agreement without giving reasons within 14 days from the date the agreement for the administration of a selected Cambridge exam was entered into (from the moment of the exam registration completion, which is the date of payment). This right does not apply to the Service Receivers for whom the service was provided in full by the Service Provider.
- 1.2 If an application to withdraw the examination fee is submitted before close of registration.
- 1.3 If the candidate was absent during the examination:
- 1.3.1 for medical reasons, on condition that the period of absence covers the date of the written test,
  - 1.3.2 because of the death of a close relative, on condition that the death occurred no more than 30 days before the date of the written test for which the candidate was registered. Close relatives are spouses, common-law partners, siblings, ascendants, descendants, in-laws, sons-in-law, daughters-in-law, stepparents, stepchildren, adopted children and adoptive parents,
  - 1.3.3 due to the candidate's mandatory military service taking place during the examination session,
  - 1.3.4 due to a serious event on the day of the written examination, which prevented the candidate from attending the exam (for example a transportation incident on the day of the exam)
  - 1.3.5 because of the death of the candidate.

### REQUIRED DOCUMENTS

2. In case of withdrawal from the examination described in point **1.1**, the candidate or another person/institution who paid the examination fee on their behalf should submit an [online refund form](#) located on the website within 14 days from the date of payment for the examination.
3. In case of withdrawal from the examination described in point **1.2**, the candidate or another person/institution who paid the examination fee on their behalf should submit an [online refund form](#).
4. In case of absence as stated in point **1.3.1**, the candidate or another person/institution who paid the examination fee on their behalf should submit medical certificate (which may but does not have to be issued on British Council [template](#)) through the [online refund form](#).
5. In case of absence as stated in point **1.3.2**, the candidate or another person/institution who paid the examination fee on their behalf should submit a copy of the death certificate through the [online refund form](#).

6. In case of absence as stated in point **1.3.3**, the candidate or another person/institution who paid the examination fee on their behalf should submit proof of military service through the [online refund form](#).
7. In case of absence as stated in point **1.3.4**, the candidate or another person/institution who paid the examination fee on their behalf should submit a certificate of a serious incident on the day of the examination that prevented attendance through the [online refund form](#).
8. In the case of absence as mentioned in point **1.3.5**, the heir or another person/institution who paid the examination fee on behalf of the candidate should submit a copy of the death certificate through the [online refund form](#) indicating the preferred refund method.
9. The [online refund form](#), along with the documents mentioned in points 4, 5, 6, 7 and 8 should be completed and submitted online **no later than 3 days from the date of the written examination for which the candidate was registered**. Failure to submit the documents within the specified timeframe will result in no refund being granted.
10. Refund of the entire or partial fee (according to the detailed rules provided above) is possible in the following forms:
  - 10.1. for bank transfer payments - a bank transfer to the payer's account,
  - 10.2. for credit card payments - refund via bank transfer to the payer's account.
11. The candidate or another person/institution who paid the examination fee on their behalf is entitled to the following refund amounts:
  - 11.1. in case of withdrawal from the examination described in point **1.1** - 100% refund of the paid amount,
  - 11.2. in case of withdrawal from the examination described in point **1.2** and points **1.3.1 to 1.3.4** - 70% refund of the paid amount,
  - 11.3. In the case of absence as stated in point **1.3.5**, the heirs of the candidate or another person/institution who paid the examination fee on their behalf are entitled to a 100% refund of the paid amount via bank transfer,
12. The refund will be processed within 45 days from the date of receiving a set of correctly filled documents and payment confirmation by the British Council.

#### OTHER CHANGES

13. After registering for the examination, payments cannot be transferred from one examination type to another. Transfer is only possible once, to the same examination within three months from the originally selected examination date.
14. Additionally, after the registration is closed:
  - 14.1. payments cannot be transferred to subsequent examination sessions,
  - 14.2. it is not possible to change the examination centre where the candidate will take the examination,
  - 14.3. it is not possible to change the dates of the written and listening exams, and in closed sessions for schools/institutions, it is also not possible to change the date of the speaking test,
  - 14.4. change of the speaking test date is possible only **within the administration potential of the given British Council Exam Centre**, on condition that the speaking test is conducted more than once within an exam session. Candidates can apply for a change of the date of the speaking test in the case of:
    - 14.4.1 the candidate's illness
    - 14.4.2 important family events
    - 14.4.3 business trips
    - 14.4.4 circumstances beyond the candidate's control
    - 14.4.5 university exams during the course of study

- 14.4.6 school trips
- 14.4.7 pre-paid holidays organised by a travel agency.

**All the above cases should be supported by relevant documentation.**

15. Candidates who cannot attend the speaking test on the date set by the British Council Examination Centre for reasons listed above are requested to contact their examination centre immediately and deliver the following:
- 15.1 the relevant document mentioned above,
  - 15.2 their individual examination timetable (*Confirmation of Entry*).

### III SPECIAL ARRANGEMENTS

1. The British Council ensures equal opportunities to all candidates, including persons with special needs. Special arrangements can be provided for paper-based examinations under the conditions stated below. For technical reasons special arrangements for computer-based exams are not on offer.
2. Disabled candidates:
  - 2.1 Candidates who require special arrangements (e.g. candidates with hearing or visual difficulties) are asked to report this fact when entering their personal data into EntryNet or, if registering through a school/institution, when signing up on the Block Entry Form. Relevant supporting documentation (a medical certificate and a [form](#) completed and signed by the candidate) have to be submitted to the British Council Exam Centre **2 weeks before** the registration deadline or to the representative of the school/institution before the registration documents are submitted to the British Council Exam Centre.
  - 2.2 If an institution wishes to register a group of disabled candidates, it should contact their examination centre two weeks before the registration deadline for a chosen exam session, in order to discuss exam arrangements.
3. Candidates with dyslexia, dysgraphia or dysorthographia:
  - 3.1 Candidates applying for extra time for the written parts of the examination because of dyslexia, dysgraphia or dysorthographia are asked to report this fact when entering their personal data into EntryNet or, if registering through a school/institution, when signing up on the *Block Entry Form*. The following supporting documentation should be delivered to the British Council Exam Centre before the registration deadline or to the representative of the school/institution before the registration documents are submitted to the British Council Examination Centre:
    - 3.1.1 a report provided by a fully qualified educational, clinical or chartered psychologist stating details of the degree of dyslexia, dysgraphia or dysorthographia,
    - 3.1.2 a special arrangements form completed and signed by the candidate. The [form](#) is available on [www.britishcouncil.pl](http://www.britishcouncil.pl), at all British Council Examination Centres and from the representative of the registering institution.
4. No documents regarding special arrangements will be taken into consideration after the deadline. Missing the deadline may result in our inability to conduct the exam session on the agreed date or in the lack of possibility to provide suitable arrangements during exam session.

Candidates who reported their needs when entering their personal data into EntryNet but who did not submit the relevant documentation by the deadline, will not be entitled to special arrangements.

### IV EXAM ARRANGEMENTS

1. Exam dates in open sessions are available at <https://examfinder.britishcouncil.pl/>. Additional dates of closed sessions for candidates registered by schools/institutions are available from the school's/institution's representatives.
2. Individual session timetables will be included in the *Confirmations of Entry* issued to candidates.

- 2.1. **Individual candidates** will receive their *Confirmations of Entry* by e-mail. Candidates who do not receive their *Confirmations of Entry* by the date stated in the e-mail confirming their registration for the exam must immediately contact the British Council Exam Centre with which they registered for the examination. Candidates who have not received their *Confirmation of Entry* 7 days prior to the first exam component and did not report this fact to their examination centre at least 2 days prior to the exam, and who subsequently missed their exam, are not entitled to a refund on this account.

Please note: the speaking component of the exam may be scheduled 7-10 days prior to the written component and up to 3 days following the written component of the exam.

- 2.2. **Candidates registered by schools/institutions** will receive their *Confirmations of Entry* through the school/institution that registered them for the exam. Candidates who do not receive their *Confirmations of Entry* 7 days prior to the first component of the exam are asked to contact their registering school/institution immediately. Candidates who missed their exam because they had not received their *Confirmation of Entry* and did not report this fact to their school/institution or the examination centre are not entitled to a refund on this account.

Please note: the speaking component of the exam may be scheduled 7-10 days prior to the written component and up to 3 days following the written component of the exam.

3. For each part of the exam candidates should:

- **arrive on time as specified in the *Confirmation of Entry*** (latecomers will not be allowed into the exam room),
- **bring a valid identity document non-electronic version** (with a recent photo) – candidates with no ID or with invalid ID will not be able to sit the exam and are not entitled to a refund of the exam fee. The following types of ID are accepted: passport, European Union ID card or driving licence, signed and stamped school ID (**only for candidates under 18 years of age**),
- **bring their individual examination timetable with exam dates and venue addresses** (*Confirmations of Entry*),
- **bring a pen, pencil eraser and sharpener** (in case of paper-based exams).

4. The speaking test may be recorded as part of Cambridge University Press & Assessments quality control procedures.

5. **Candidates are not allowed to take any electronic items, including mobile phones and watches (including smartwatches), into the exam room or access them during breaks.** Failure to observe these regulations will result in disqualification. In that case we advise you not to bring mobile phones and any valuable items to the exam venue. If there is any urgent need to bring in the mobile phone or watch to the exam, your phone or watch will be collected and kept outside the examination room and stored in the area provided by the venue supplier.

6. For the speaking part of the exam, candidates are matched in pairs by the staff of the British Council Examination Centre. In some cases, allowed by Cambridge University Press & Assessment, candidates may be asked to take the speaking test in a group of three and they are obliged to accept this decision.

7. All candidates sitting B2 First (except for 'for schools' version of these exam), C1 Advanced and C2 Proficiency will be required to have their photograph taken on the day of their test. Photos will be made available on the Results Verification Service website along with candidates' test results. Access to the service will be granted by the candidates who wish their results to be verified. If a candidate (or their legal guardian) does not give written consent to their photo being taken, they will not be allowed to take the exam. If the candidate has already taken some components of the exam, their result will not be released.

8. In performing all activities related to the implementation of the agreement, the British Council complies with the laws and guidelines in force at the given place and time in securing and protection of children and adults with special needs and the principles of the UK legislation (Children Act 1989) and The United Nations Convention on the Rights of the Child (to the extent that those provisions are not directly applicable in Poland), as well as the British Council Child Protection Policy.

9. In the case of underage candidates, it is required that the parent / legal guardian completes a declaration regarding the candidate leaving the exam on their own. Failure to meet this condition may result in the candidate being denied admission to the exam.

## V COMPLAINTS

1. All comments concerning the conduct of the examination should be given by the candidate to the supervisor/test administrator immediately after the examination (in the case of the listening test all comments should be reported at the beginning of the test, after hearing the introductory recording) and also in writing (by e-mail or in person) to the British Council Examination Centre staff no later than five days (in case of paper-based exams) or one day (in case of computer-based exams) after the relevant part of the examination. Information on how to submit comments can be found on [www.britishcouncil.pl](http://www.britishcouncil.pl).
2. The Service Receiver may ask questions, give opinions or lodge complaints concerning the Service Provider and the services it provides by using the contact details available on [www.britishcouncil.pl](http://www.britishcouncil.pl). The Service Provider shall address all opinions, questions or complaints from the Service Receivers within five working days of their receipt.

## VI RESULTS AND CERTIFICATES

1. Results in the electronic form are available:
  - approximately 4-6 weeks after the conclusion of the exam session in the case of paper-based examinations (detailed information is given in the *Confirmation of Entry*);
  - approximately 2 weeks after the conclusion of the exam session in the case of computer-based examinations (detailed information is given in the *Confirmation of Entry*).
2. Statements of Results are available on Cambridge University Press & Assessment website <https://candidates.cambridgeenglish.org>. Candidates will receive their login details (enabling them access to this website) as well as the date of the release of results in their *Confirmations of Entry*.
3. The registering institution will receive access to its candidates' results on Cambridge University Press & Assessment website: <https://preparationcentres.cambridgeenglish.org>.
4. Information about results is not provided by e-mail or over the phone.
5. Exam papers are marked in Cambridge and are the property of Cambridge University Press & Assessment. Cambridge University Press & Assessment does not make these accessible to candidates, schools or examination Centres and does not give feedback on the candidates' performance in the exam. All available information is provided on the Statement of Results.
6. Results enquiries should be submitted to the British Council Examination Centre where candidates registered for their exam **by the deadlines stated in the candidates' *Confirmations of Entry***. Cambridge University Press & Assessment offers two forms of results enquiries:
  - 6.1. STAGE I - clerical re-check of the points obtained by a candidate (this stage is compulsory prior to proceeding to stage two),
  - 6.2. STAGE II - full re-mark of the candidate's examination papers with the exception of the speaking test.

Both services are chargeable. Fees can be found in Annex 1 of the exam regulations. Should the enquiry result in a change of grade the fee for the services listed in points 6.1 and 6.2 will be reimbursed.

7. Certificates are available approximately 6 weeks after the results of paper-based exams are released and within 3 weeks of the release of results of computer-based exams. The exact date when they can be collected from the examination centre is given in the *Confirmation of Entry*.
8. Individual candidates can collect their certificates from the British Council Exam Centre in which they registered for the exam, in person or through a person whose name they entered in the EntryNet system during the registration process or whom they authorised in writing. The [authorisation form](#) is available on [www.britishcouncil.pl](http://www.britishcouncil.pl) and at all British Council Examination Centres. In the case of minors, the person whose name was entered in the EntryNet system during the registration process, or on a form delivered

by the school/institution representative, does not need to submit a document confirming their legal guardianship of the minor.

9. A person collecting a certificate must provide a valid original photographic ID.
10. The registering school/institution should inform its candidates about the dates and ways of collecting their certificates. Candidates may authorise the school/institution representative or another person to collect certificates on their behalf by filling in a form available from the school/institution representative.
11. Certificates could also be sent to candidate by post or a courier at the candidate's expense. Before the certificate is sent the candidate must fill in the [appropriate request](#).

**Candidates' personal data, results and certificates are kept by an exam centre for two years from the first day they can be collected from that centre. After that time the personal data and results are deleted and certificates destroyed.**

## VII LIABILITY OF THE BRITISH COUNCIL

The British Council and the Examining Boards take all reasonable steps to provide continuity of service. These institutions, however, cannot be held responsible for any irregularities of service caused by circumstances beyond their control. In the case of delays, interruptions or cancellation of examinations or delays in the issue of results for reasons independent of the organisers, we will make every effort to resume normal service as soon as possible. In the abovementioned cases the British Council's liability will be limited to re-testing at a later date or a refund of the registration fee. If the delays or interruptions in the course of the examinations were caused by the organisers and lasted longer than 24 hours, or if the examinations were cancelled through a fault of the organisers, candidates may apply for compensation of loss on general terms.

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The United Kingdom's international organisation for cultural relations and educational opportunities.

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Annex no. 1

**Fees of the Cambridge University Press & Assessment Exams in the British Council Examinations  
Centres valid between - 01/08/2023 – 31/07/2024.**

Examination	Version	Fee
A2 Key A2 Key for Schools	Paper based / Computer based	415 PLN
B1 Preliminary B1 Preliminary for Schools	Paper based / Computer based	435 PLN
B2 First B2 First for Schools	Paper based	725 PLN
	Computer based	735 PLN
C1 Advanced	Paper based	760 PLN
	Computer based	770 PLN
C2 Proficiency	Paper based	835 PLN
	Computer based	845 PLN
B1 Business Preliminary	Paper based	470 PLN
	Computer based	480 PLN
B2 Business Vantage	Paper based	760 PLN
	Computer based	770 PLN
C1 Business Higher	Paper based	850 PLN
	Computer based	850 PLN

**Other services:**

Service	Additional information	Fee
Late entry after entry closing date – additional fee	Service available depending on the examination centre's administrative arrangements.	150 PLN
Certificate despatch – domestic post		22 PLN
Certificate despatch – international post		36 PLN
Certificate despatch by courier – domestic		36 PLN
Duplicate certificate - Name Amendment / Damaged Certificate Replacement -in accordance with Cambridge University Press & Assessment policy		280 PLN
Enquiry on results Stage 1 – clerical re-check	A2 Key / A2 Key for Schools / B1 Preliminary / B1 Preliminary for Schools / B2 First / B2 First for Schools / C1 Advanced / C2 Proficiency / B1 Business Preliminary / B2 Business Vantage / C1 Business Higher	150 PLN
Enquiry on results Stage 2 - full re-mark	A2 Key / A2 Key for Schools / B1 Preliminary / B1 Preliminary for Schools / B1 Business Preliminary	380 PLN
	B2 First / B2 First for Schools / C1 Advanced / C2 Proficiency / B2 Business Vantage / C1 Business Higher	600 PLN

**INFORMATION CLAUSE CONCERNING DATA PROCESSING  
FOR THE STATUTORY REPRESENTATIVE OF THE EXAM PARTICIPANT  
CAMBRIDGE ENGLISH QUALIFICATIONS**

Pursuant to Article 13(1) and Article 13(2) of the Regulation(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Law of the European Union L. 2016.119.1), hereinafter referred to as the GDPR, you are advised of the following:

1) Your personal data is administered by:

In the United Kingdom:  
Cambridge University Press & Assessment  
Shaftesbury Road  
Cambridge CB2 8EA  
United Kingdom  
Email: [privacy@cambridge.org](mailto:privacy@cambridge.org)

In Poland:  
Fundacja British Council  
ul. Koszykowa 54  
00-675 Warszawa  
Polska

2) You may contact the Controller in writing at this e-mail address [rodo@britishcouncil.pl](mailto:rodo@britishcouncil.pl) or at the address of the Controller's registered office, with a note: "Data protection".

3) Your personal data shall be processed for the following purposes:

<b>Purposes of personal data processing</b>	<b>Legal basis for processing</b>
In order to perform the provisions of the contract, conduct the CAMBRIDGE ENGLISH exam checking the level of language competences for the person you are the legal representative of	executing the concluded contract of which you are a party <b>Legal basis:</b> Article 6(1)(b) of the GDPR
In order to fulfil the legal obligations incumbent on the administrator of personal data resulting from legal provisions for tax and accounting purposes	Fulfilling legal obligations of the data Controller <b>Legal basis:</b> Article 6(1)(c) of the GDPR
In order to measure your satisfaction and determine the quality of our service	performance of legitimate interests of the of personal data Controller <b>Legal basis:</b> Article 6(1)(f) of the GDPR
For internal administrative purposes	performance of legitimate interests of the of personal data Controller <b>Legal basis:</b> Article 6(1)(f) of the GDPR
In order to possibly determine, pursue or defend against claims in connection with the conduct of disputed proceedings related to taking the Cambridge English exam of the person whose legal representative you are, as well as proceedings before public authorities and other proceedings	performance of legitimate interests of the of personal data Controller <b>Legal basis:</b> Article 6(1)(f) of the GDPR

4) Your personal data may be transferred to:

- entrepreneurs providing accounting and payroll, legal, insurance, IT, archiving, transport services and other services necessary to conduct statutory activities for the Fundacja British Council;
- Cambridge University Press & Assessment;
- domestic and international offices of the British Council.

5) Your personal data will be processed for a period necessary to fulfil the purposes stated in point 3 above.

6) You agree to an ID-type photo<sup>1</sup> being taken of the exam participant during the registration for Cambridge English Exams: B2 First, C1 Advanced and C2 Proficiency. The test day photograph will be

1. The photo may reveal the information specified in Art. 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal EU. L. 2016.119.1).

used by receiving organisations for verification purposes and will be shared with Cambridge University Press & Assessment in United Kingdom. Exam participant results will be available on the Cambridge University Press & Assessment website and accessible only to the institutions and individuals previously authorised by the exam participant.

- 7) The administrator of personal data in the form of images (photos) is the Privacy Team at Cambridge Assessment English located at Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom, e-mail: [privacy@cambridge.org](mailto:privacy@cambridge.org)
- 8) The Fundacja British Council ensures that all individuals whose personal data are processed have rights ensured by GDPR. Therefore, you (the data subject) have:
1. **the right of access to your personal data**, including the right to obtain a copy of the data;
  2. **the right to request rectification (correction) of personal data** where the data are inaccurate or incomplete;
  3. **the right to erasure of personal data (“right to be forgotten”)** – where:
    - a) the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
    - b) the data subject has objected to the processing of data,
    - c) the data subject has withdrawn consent on which the processing is based and there is no other legal ground for the processing,
    - d) the data have been unlawfully processed,
    - e) the data have to be erased for compliance with a legal obligation ensuing from the provisions of law;
  4. **the right to restriction of processing – where:**
    - a) the data subject contests the accuracy of the personal data,
    - b) the processing is unlawful, and the data subject opposes the erasure of the personal data and requests their restriction instead,
    - c) the controller no longer needs the personal data for their purposes, but the one required by the data subject for the establishment, exercise or defence of legal claims,
    - d) the data subject has objected to the data processing – pending the verification whether the legitimate grounds of the controller override those of the objection;
  5. **the right to data portability – where:**
    - a) the processing is based on a contract entered into with the data subject or on consent expressed by that subject;
    - b) the processing is carried out by automated means;
  6. **the right to withdraw consent to the processing of personal data.** You have the right to withdraw your consent to the processing of personal data to the extent granted. The withdrawal of consent shall not affect the lawfulness of data processing based on consent before its withdrawal.
- 9) If you consider that the processing by the Controller infringes the provisions of the GDPR, you are entitled to submit a complaint to the President of the Urząd Ochrony Danych Osobowych [Personal Data Protection Office] (ul. Stawki 2, 00-193 Warszawa).
- 10) Providing your personal data is a condition for concluding a contract for conducting the CAMBRIDGE ENGLISH exam checking the level of language competence of the person whose legal representative you are. Refusal to provide data will result in the inability to conclude the contract, and thus to take part in the CAMBRIDGE ENGLISH QUALIFICATIONS exam to the person whose legal representative you are.
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**INFORMATION CLAUSE CONCERNING DATA PROCESSING  
FOR THE EXAM PARTICIPANT  
CAMBRIDGE ENGLISH QUALIFICATIONS**

Pursuant to Article 13(1) and Article 13(2) of the Regulation(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Law of the European Union L. 2016.119.1), hereinafter referred to as the GDPR, you are advised of the following:

1) Your personal data is administered by:

In the United Kingdom:  
Cambridge University Press & Assessment  
Shaftesbury Road  
Cambridge CB2 8EA  
United Kingdom  
Email: [privacy@cambridge.org](mailto:privacy@cambridge.org)

In Poland:  
Fundacja British Council  
ul. Koszykowa 54  
00-675 Warszawa  
Polska

2) You may contact the Controller in writing at this e-mail address [rodo@britishcouncil.pl](mailto:rodo@britishcouncil.pl) or at the address of the Controller's registered office, with a note: "Data protection".

3) Your personal data shall be processed for the following purposes:

<b>Purposes of personal data processing</b>	<b>Legal basis for processing</b>
In order to perform the provisions of the contract, we conduct the CAMBRIDGE ENGLISH exam to check the level of language competences	executing the concluded contract of which you are a party <b>Legal basis:</b> Article 6(1)(b) of the GDPR
In order to fulfil the legal obligations incumbent on the administrator of personal data resulting from legal provisions for tax and accounting purposes	Fulfilling legal obligations of the data Controller <b>Legal basis:</b> Article 6(1)(c) of the GDPR
In order to measure your satisfaction and determine the quality of our service	performance of legitimate interests of the of personal data Controller <b>Legal basis:</b> Article 6(1)(f) of the GDPR
For internal administrative purposes	performance of legitimate interests of the of personal data Controller <b>Legal basis:</b> Article 6(1)(f) of the GDPR
In order to possibly determine, pursue or defend against claims in connection with the conduct of disputes related to taking the Cambridge English exam, as well as proceedings before public authorities and other proceedings	performance of legitimate interests of the of personal data Controller <b>Legal basis:</b> Article 6(1)(f) of the GDPR

4) Your personal data may be transferred to:

- entrepreneurs providing accounting and payroll, legal, insurance, IT, archiving, transport services and other services necessary to conduct statutory activities for the Fundacja British Council;
- Cambridge University Press & Assessment;
- domestic and international offices of the British Council.

5) Your personal data will be processed for a period necessary to fulfil the purposes stated in point 3 above.

6) You agree to an ID-type photo<sup>2</sup> being taken of you during the registration for Cambridge English Exams: B2 First, C1 Advanced and C2 Proficiency. Your test day photograph will be used by receiving

1. The photo may reveal the information specified in Art. 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal EU. L. 2016.119.1).

organizations for verification purposes and will be shared with Cambridge University Press & Assessment in United Kingdom. Your results will be available on the Cambridge University Press & Assessment website and accessible only to the institutions and individuals previously authorised by you.

- 7) The administrator of personal data in the form of images (photos) is the Privacy Team at Cambridge Assessment English located at Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom, e-mail: [privacy@cambridge.org](mailto:privacy@cambridge.org)
- 8) The Fundacja British Council ensures that all individuals whose personal data are processed have rights ensured by GDPR. Therefore, you (the data subject) have:
1. **the right of access to your personal data**, including the right to obtain a copy of the data;
  2. **the right to request rectification (correction) of personal data** where the data are inaccurate or incomplete;
  3. **the right to erasure of personal data (“right to be forgotten”)** – where:
    - a) the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
    - b) the data subject has objected to the processing of data,
    - c) the data subject has withdrawn consent on which the processing is based and there is no other legal ground for the processing,
    - d) the data have been unlawfully processed,
    - e) the data have to be erased for compliance with a legal obligation ensuing from the provisions of law;
  4. **the right to restriction of processing – where:**
    - a) the data subject contests the accuracy of the personal data,
    - b) the processing is unlawful, and the data subject opposes the erasure of the personal data and requests their restriction instead,
    - c) the controller no longer needs the personal data for their purposes, but the one required by the data subject for the establishment, exercise or defence of legal claims,
    - d) the data subject has objected to the data processing – pending the verification whether the legitimate grounds of the controller override those of the objection;
  5. **the right to data portability – where:**
    - a) the processing is based on a contract entered into with the data subject or on consent expressed by that subject;
    - b) the processing is carried out by automated means;
  6. **the right to withdraw consent to the processing of personal data.** You have the right to withdraw your consent to the processing of personal data to the extent granted. The withdrawal of consent shall not affect the lawfulness of data processing based on consent before its withdrawal.
- 9) If you consider that the processing by the Controller infringes the provisions of the GDPR, you are entitled to submit a complaint to the President of the Urząd Ochrony Danych Osobowych [Personal Data Protection Office] (ul. Stawki 2, 00-193 Warszawa).
- 10) Providing your personal data is a condition for concluding a contract for conducting the CAMBRIDGE ENGLISH exam checking the level of your language competences. Refusal to provide data will result in the inability to conclude a contract and thus to take part in the CAMBRIDGE ENGLISH QUALIFICATIONS exam.
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