

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 legal entity, or an organisational unit without the status of a legal entity (school or institution), 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 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 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. British Council offers discount fees to institutions registering groups of candidates for Cambridge University Press & Assessment examinations on conditions stated in the register of fees.
6. The register of fees is available in all British Council Examination Centres.
7. Exam fees are given 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.
8. 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 of 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.
9. 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.

10. 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 such a case, no exam administration agreement is entered into between the Service Receiver and the Service Provider.

REGISTRATION

11. Institutions entering groups of candidates for closed sessions of Cambridge University Press & Assessment examinations (i.e. sessions available only for candidates entered by an institution and organised in the venues provided by that institution) have a choice of exam dates as indicated on www.britishcouncil.pl.
12. The group entered by the institution has to number at least 20 candidates per exam/test seating if the closed session will be conducted in the city where the British Council Examination Centre operates.

If the Institution registers candidates for closed sessions to be conducted outside the city where British Council Examination Centre operates and if the Institution registers candidates for more than one test seating for requirements regarding the number of candidates please contact Exam Centre Coordinator or British Council Integrated Customer Services – tel.: 22 695 59 00, e-mail: exams@britishcouncil.pl.
13. To register a group of candidates for an exam in a closed session the institution should:
 - 13.1 place an order through the British Council on-line registration system - EntryNet,
 - 13.2 make the payment using the individual bank account number generated by the system,
 - 13.3 enter candidate data into the registration system,
 - 13.4 assign payments to candidates.
14. If the conditions listed above are not fulfilled by the final submission date for the chosen session the candidates will not be registered for the exam session.
15. British Council reserves the right not to organise an exam session if it has insufficient technical or administrative resources to do so or if the number of candidates entered for a given exam does not meet the British Council minimum entry requirements. The refusal will be communicated to the institution by the registration deadline for the exam in question. A full refund of the examination fees paid by the institution will be offered in this case.
16. Registration for the selected examination session after the registration deadline is possible for paper-based sessions only within the administration potential of the given British Council Exam Centre and is not carried out via the online registration system. In order to register a group after the registration deadline, please contact the examination centre. Registration after the registration deadline will incur additional fees specified in the register of fees.
17. The school will receive an e-mail with a confirmation that their registration data was successfully added to the on-line database in 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. It is not necessary to submit a proof of payment.
18. The registering institution is obliged to pass on individual session timetables (*Confirmations of Entry*) received from a British Council Exam Centre to its candidates no later than 7 days prior to the first part of the exam in the case of a paper-based examination session and 3 days prior to the first part of the exam in the case of a computer-based examination session. If an institution does not receive *Confirmations of Entry* by the set date, it is obliged to contact the British Council Examination Centre with which it registered for the examination 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: speaking part of the exam might be about 7-10 days prior to the written part or up to 3 days afterwards.

Candidates who did not receive the Confirmation of Entry and did not report this fact to the school/institution registering them for the exam, which resulted in not taking the exam, are not entitled to

a refund of the exam fee paid for the above reason. Schools/Institutions which had not received *Confirmation of Entry* for their candidates and did not report this fact to the examination centre and, as a result, their candidates missed the exam, are not entitled to a refund on this account.

II REFUNDS AND OTHER CHANGES

TERMS AND CONDITIONS OF REFUNDS

1. A refund of the examination fee is possible only under the following conditions:
 - 1.1 The natural person being a Service Receiver 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 University Press & Assessment 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. This right does not apply to the Service Receiver who is not a natural person.
 - 1.2 If an application to withdraw from the examination 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 includes the time 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 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.
 - 1.4 In case of refusal to hold an exam session by the British Council Examination Centre.
2. Should the number of candidates registered for at a given exam be less than agreed in point 1.12 minimum of withdrawals the British Council will not be able to organise the exam in a closed session. However, the registering institution will have the option of registering candidates in an open session.

REQUIRED DOCUMENTS

3. In the case of withdrawal from the examination described in point 1.1, the candidate or the person/institution who paid the examination fee on behalf of the candidate, should submit an [online refund form](#) located on the website within 14 days from the date of payment for the examination.
4. In the case of withdrawal from the examination described in point 1.2, the candidate or the person/institution who paid the examination fee on their behalf should submit an [online refund form](#).
5. In the case of absence described 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](#).
6. In the case of absence described 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](#).
7. 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](#).

8. 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](#).
9. In the case of the situation described 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.
10. In the case described in point **1.4**, the candidate or the person/institution who paid the examination on their behalf will receive a refund within 45 days of the submission of the [online refund form](#) in which they indicated the preferred method of refund payment.
11. The [online refund form](#), along with the documents mentioned in points 5, 6, 7, 8 and 9 should be completed and submitted online **no later than 3 days from the day 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.
12. Refund of the entire or partial fee (according to the detailed rules provided above) is possible in the following forms:
 - 12.1 for bank transfer payments - a bank transfer to the payer's account,
 - 12.2 for credit card payments - refund via bank transfer to the payer's account.
13. The candidate or the person/institution who paid the examination fee on their behalf is entitled to the following refund amounts:
 - 13.1 in the case of withdrawal from the examination described in point **1.1** or a case described in point **1.4** - a refund of 100% of the paid amount,
 - 13.2 in the 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,
 - 13.3 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.
14. Refunds by bank transfer will be made within 45 days of the receipt of the full set of correctly completed documentation by the British Council.

OTHER CHANGES

15. 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.
16. Additionally, after the registration is closed:
 - 16.1 payments cannot be transferred to subsequent examination sessions,
 - 16.2 the dates of all the exam components as well as the examination centre cannot be changed.

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 inform the representative of their institution about this fact when signing up on the *Block Entry Form*. The representative checks with the British Council Examination Centre whether the requirements can be met. Relevant supporting documentation – a medical certificate and a [form](#) completed and signed by the candidate - should be submitted to the representative who will then submit them, together with the registration documents, to the British Council Examination Centre no later than 2 weeks before the end of registration.

- 2.2 **If an institution wishes to register a group of disabled candidates, it should contact the examination centre two months before the registration deadline for a chosen exam session, in order to discuss exam arrangements. If a request for special arrangements is placed at a later time, the centre may not be able to hold the exam on the date chosen by the institution or provide the necessary 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 inform the representative of their institution about this fact when signing up on the *Block Entry Form* and provide their registering institution with the following documents **no later than the end of registration.**
- 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 [form](#) completed and signed by the candidate. The [form](#) is available on 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 accepted after the close of registration.

IV EXAM ARRANGEMENTS

1. The institution registering candidates for examinations in a closed session is obliged to provide, free of charge to the British Council, an appropriate venue where all the written, listening and speaking parts of the exam can be conducted. All venues must meet the requirements listed in the document [Standards of halls for exam sittings](#) available on www.britishcouncil.pl and at all British Council Examination Centres. The venue should seat all registered candidates, or there should be:
- 1 room for 20 candidates
 - 2 rooms for 21-30 candidates
 - 3 rooms for 31-45 candidates
 - 4 rooms for 46-60 candidates
2. The school/institution may suggest the date of the speaking test, but the final decision rests with the examination centre and depends on the centre's administrative capacity.
3. Should the institution registering candidates for examinations in a closed session provide exam venues seating less than the full number of candidates registered for a given exam it is obliged to make available, free of charge to the British Council, one invigilator per each exam room. British Council will provide all other staff. If all registered candidates are seated in one exam room the British Council will provide all staff required during the session.
4. The examination timetable is set by the British Council Examination Centre.
5. The institution registering a group of underage candidates for the exams covered by these regulations is responsible for their health and safety from the moment care of the child is transferred by their parents to the school representative till they are collected by the parents after the examination. Both the British Council and the registering institution ensure that during all activities related to the Cambridge University Press & Assessment exam session they will obey the regulations and legal directives, both Polish and international, in accordance with the United Nations Convention on the Rights of the Child and the British Council Child Protection policy.
6. The school registering a group of underage candidates will nominate a person to look after the children waiting for their exam as well as during the breaks.
7. Ideally the children's teacher should take care of them.
8. For each part of the examination 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, school ID (**only for candidates who have not reached maturity**).
 - **bring their individual examination timetable with exam dates and venue addresses** (*Confirmations of Entry*),
 - **bring a pen, pencil and eraser** (in the case of paper-based exams).
9. The speaking test may be recorded as part of Cambridge University Press & Assessment quality control procedures.

10. **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 mobile phone or watch to the exam, it will be collected and kept outside the examination room.

11. The school is obliged to provide a separate, safe room where candidates' mobile phones and other electronic items will be placed for the duration of the Exam, including the breaks.
12. For the speaking part of the examination, 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.
13. All candidates 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 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.
14. On conclusion of the examination the supervisor packs candidates' answer sheets as well as all other exam materials and delivers them to the British Council Examination Centre personally. If the candidate groups are big, the papers are packed in envelopes and signed by the supervisor across the seal. The registering institution sends the packages by DHL domestic courier to the British Council Examination Centre responsible for the session administration immediately after the examination. The courier costs are covered by the British Council. Any breach of the seal following the supervisor's departure may result in the invalidation of the session. In the case of computer-based examinations the test administrator transfers candidates' answers to Cambridge University Press & Assessment through the examination program.
15. 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.

V COMPLAINTS

1. All comments concerning the conduct of the examination should be directed 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.
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. The Service Provider shall address all opinions, questions or complaints from the Service Receivers within 5 working days of their receipt.

VI RESULTS AND CERTIFICATES

1. Results 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 the 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 the 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 the available information is provided on the Statement of Results.
6. Results enquiries should be submitted to the British Council Examination Centre where candidates were registered for the 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 the document Register of Fees which is available at all British Council Examination Centres. 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.
8. The registering institution should inform its candidates about when and how they can collect their certificates.
9. Certificates can be collected in the following way:
 - 9.1. if the registering institution is located in the same town as the British Council Examination Centre, the certificates can be collected by its representative on behalf of the candidates. The representative is obliged to present an ID and submit authorisation from candidates (or their parents or legal guardians in the case of minors) with their handwritten signatures,
 - 9.2. if the registering institution is not located in the same town as a British Council Examination Centre and the representative is unable to collect the certificates in person, they can be despatched to the institution by UPS domestic courier in one batch (cost of despatch covered by the British Council). The registering institution is obliged to submit authorisation from candidates (or their parents or legal guardians in the case of minors) with their handwritten signatures.

Candidates' personal data, results and certificates are kept by a British Council 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

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 above mentioned 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.

Fundacja British Council

ul. Koszykowa 54

00-675 **Warszawa**

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Fundacja British Council

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31-042 **Kraków**

T 12 428 59 30

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**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

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 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:

Purposes of personal data processing	Legal basis for processing
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 Legal basis: 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 Legal basis: 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 Legal basis: Article 6(1)(f) of the GDPR
For internal administrative purposes	performance of legitimate interests of the of personal data Controller Legal basis: 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 Legal basis: 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 photo¹ 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 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).

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
- 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 Urzędu 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.

**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:
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In Poland:
Fundacja British Council
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00-675 Warszawa
Polska

2) You may contact the Controller in writing at this e-mail address 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:

Purposes of personal data processing	Legal basis for processing
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 Legal basis: 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 Legal basis: 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 Legal basis: Article 6(1)(f) of the GDPR
For internal administrative purposes	performance of legitimate interests of the of personal data Controller Legal basis: 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 Legal basis: 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 photo² 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 organizations for

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).

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
- 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 Urzędu 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.