

§1

Under Art. 8 (1) (1) of the Act on the Electronic Provision of Services of 18 July 2002 and the Act on Consumer Rights of 30 May 2014 and within the scope defined in the these Acts, the Fundacja British Council enacts these Regulations for the Electronic Provision of Services (hereinafter referred to as the 'Regulations').

§2

The Regulations define, in particular:

- a) the type and scope of services provided electronically;
- b) conditions for electronic provision of services;
- c) conditions for entering into and terminating agreements for the electronic provision of services;
- d) the complaint review procedure.

§3

Terms used in the present Regulations shall be understood in the following way:

- a) **'Service Provider'** – 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 Aleje Jerozolimskie 59, 00-697 Warsaw, Poland (hereinafter referred to as 'the British Council')
- b) **'Service Receiver'** – a natural person, a legal entity, or an organisational unit without the status of a legal entity, who or which uses a service provided electronically by the British Council Poland, within the territory of Poland;
- c) **'Site'** – the website of the Service Provider at the address www.britishcouncil.pl.
- d) **'SSL'** – Secure Socket Layer, a network security standard;
- e) **'pdf'** – Portable Document Format, a computer file format;

§4

1. The Service Provider provides services electronically to the Service Receivers according to the present Regulations. The provisions of the Regulations are binding upon the Service Receiver.
2. The Regulations are made available to the Service Receiver on the Site in a form that facilitates their easy downloading, recording and printing.

§5

The Service Provider provides services electronically:

- a) on the Site – entering one's name on the list of candidates for IELTS test using a form available on the Site;
- b) by e-mail (a message with the confirmation of entering one's name on the list of candidates for IELTS test; the confirmation of the exam fee posting).

§6

1. The technical condition for the Service Receiver to use the services provided on the Site is that the Service Receiver has access to the Internet, has a web browser that can display hyper-text documents (HTML) and JavaScript documents on screen and has software installed to view pdf files.
2. In order to secure data transmission between the Service Receiver's web browser and the Service Provider's Internet system, the Service Provider applies the secure data transmission technology SSL. If the web browser of the Service Receiver supports the SSL technology, the exchange of the protected data will be secured using the said technology.

§7

A technical condition for the Service Receiver to use the services provided by the Service Provider by means of electronic mail is that the Service Receiver has an e-mail account which allows him or her to receive and send electronic messages.

§8

1. The Service Receiver may enter his or her name on the list of candidates taking an IELTS test over the Internet by completing a form available on the Site.
2. An entry to the list of candidates over the Internet can be made within the time limits for registration for specific date set by the Service Provider.
3. 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.
4. The exam fee shall be paid by the Service Receiver following the entry to the list of candidates over the Internet 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 IELTS Regulations and on the Service Provider's Site.
5. At the Service Provider's offices in Warsaw and Kraków, the Service Receiver can pay the exam fee by an electronic 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.
6. The agreement between the Service Provider and the Service Receiver for the administration of an IELTS test 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 the 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.
7. Having entered his or her name on the list of candidates, the Service Receiver shall receive (by e-mail) a confirmation of the entry along with the information on the exam, the price of the service, information on the way and the time limit to pay the exam fee in order for the Service Receiver's entry not to be deleted from the list of candidates for the exam.
8. As soon as the Service Provider's account is credited with the exam fee paid by the Service Receiver, the Service Receiver shall receive (by e-mail) a confirmation of payment made for the exam.
9. The Service Receiver who is a consumer as defined in the Civil Code (i.e. a natural person performing a legal act not directly related with his or her business or professional activity) and who has paid the exam fee as set forth in point 4 of this Section and thus entered into a remote agreement with the Service Provider may cancel the service without giving reasons within 14 days from the date of the agreement for the administration of an IELTS test (from the moment of the exam registration completion). This right does not apply to the Service Receivers for whom the service was provided in full by the Service Provider.

A sample form for the withdrawal from the agreement compliant with the provisions of the Act on Consumer Rights of 30 May 2014 constitutes Annex no. 1 to these Regulations.

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.
11. Detailed rules concerning the registration procedure, exam fees, exam session rules, dates of exams, information on allowable changes to exam dates, conditions for reimbursement of exam fees to

registered candidates and other information useful for the Service Receiver can be found in the IELTS Regulations published on the Service Provider's Site before the beginning of each registration session.

§9

1. The Service Receiver may ask questions, give opinions or lodge complaints concerning the Service Provider and the services it provides by using the following contact details:

Fundacja British Council
ul. Koszykowa 54, 00-675 Warsaw
Telephone: 0048 22 695 59 00
E-mail: ielts.warsaw@britishcouncil.pl

Fundacja British Council
Rynek Główny 6, 31-042 Kraków
Telephone: 0048 12 428 59 30
E-mail: ielts.cracow@britishcouncil.pl

2. The above contact details are also published on the Site.
3. The Service Provider shall address all opinions, questions or complaints from the Service Receivers within 5 business days of their receipt.

§10

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§11

These Regulations are applicable from 15 December 2014.

§12

These Regulations can be amended or revoked by the Service Provider at any time.

ANNEX No. 1

WITHDRAWAL FROM AGREEMENT - SAMPLE FORM

(This form should be filled out and sent only if you want to withdraw from the agreement)

- Addressee:

Fundacja British Council
ul. Koszykowa 54, 00-675 Warsaw
Telephone: 0048 22 695 59 00
E-mail: exams@britishcouncil.pl

- I/We(*) hereby declare my/our(*) withdrawal from the agreement for the provision of the following service: **

- Date of the agreement
- Consumer's name (consumers' names)
- Consumer's (consumers') address
- Consumer's signature (consumers' signatures) (only if the paper form is sent)
- Date:

* Please cross out if not applicable

** Please state the name of the exam