

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 Warszawa, 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 website by printing the form available on the website and sending it to the British Council by e-mail;
 - 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 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 and delivered to Service Provider. The Service Receiver's failure to pay the fee in the amount and within the time limit set forth by the Service Provider 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. TOLES Exams fees are:
 - TOLES Foundation – 780 PLN
 - TOLES Higher – 810 PLN
 - TOLES Advanced – 900 PLN
6. 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 in an electronic form and sent to customers by e-mail.
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 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. Fundacja British Council does not accept payments in cash.
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 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. Candidates who wish to register for the Global Legal English TOLES Foundation, TOLES Higher and / or TOLES Advanced examinations with the Fundacja British Council in Poland in an open session (registration deadlines available on <http://examfinder.britishcouncil.pl>) should send the documents listed below to Fundacja British Council Integrated Customer Services by e-mail: exams@britishcouncil.pl:

10.1 completed [entry form](#);

10.2 proof of payment (copy of payment slip);

10.3 where required - [applications for special arrangements](#) for disabled candidates supported by relevant medical certificates. For more information about the procedure of special arrangements for candidates with disabilities please refer to Section III. SPECIAL ARRANGEMENTS, point 1 of these regulations;

10.4 where required - applications for special arrangements for candidates with dyslexia, dysgraphia or dysorthographia supported by relevant certificates from a psychological clinic. For more information about the procedure of special arrangements for candidates with dyslexia, dysgraphia or dysorthographia please refer to Section III. SPECIAL ARRANGEMENTS, point 2 of these regulations.

The documents mentioned above are available on www.britishcouncil.pl and in all British Council examination centres.

11. Entries sent after close of registration or incomplete documentation will not be accepted.
12. If there are fewer than 10 candidates registered for a session the test will not be organised. In such an eventuality, the Fundacja British Council will offer candidates either a full reimbursement of the examination fee or transfer to the next available exam session.
13. Candidates will receive information on the exam timetable by e-mail approximately 2 weeks before the date of their test. If they do not receive this information two weeks before the written part of the examination they are requested to contact the Fundacja British Council Integrated Customer Services immediately (exams@britishcouncil.pl; +48 22 695 59 00).
14. Candidates who do not observe the procedures stated in point 10 will not be registered and their personal data will be deleted from the candidates' database.

CHANGES IN TOLES EXAM SINCE 2022:

15. Since 2022 TOLES exam will be an online remote proctored test which candidates can do at home on a laptop or a desktop. More information regarding changes you can find on our website: www.britishcouncil.pl.
16. TOLES Higher exam consists of two parts – reading and writing – without listening part.

II. REFUNDS AND OTHER CHANGES

TERMS AND CONDITIONS OF REFUNDS

1. A refund of the examination fee is possible under the following conditions only:

Regulations 21/02/2022

- 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 exam was entered into (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.
- 1.2 If an application to withdraw the examination fee is submitted before close of registration. The last day of registration is defined as the final day that payment should be submitted to the British Council bank account. This deadline is set by the Exams Coordinator at the British Council in Warsaw.
- 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 because of the death of the candidate.

REQUIRED DOCUMENTS

2. In the case of withdrawal described in point 1.1. the candidate or the person/institution that submitted the fee on behalf of the candidate, should contact the British Council exam centre by the stated deadline and submit the following withdrawal declaration in writing:

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

3. In the case of withdrawal described in point 1.2. the candidate or the person/institution that submitted the fee on behalf of the candidate, should contact the British Council exam centre by the deadline stated in points 1.1 and 1.2 and submit a [request form](#), indicating the chosen form of refund, together with a proof of payment.
4. In the case of absence described in point 1.3.1. the candidate or the person/institution that submitted the fee on behalf of the candidate, should submit a medical statement (which can be issued on a British Council [template](#)), a [request form](#) indicating the chosen form of refund and a proof of payment.
5. In the case of absence described in point 1.3.2. the candidate or the person/institution that submitted the fee on behalf of the candidate should submit a copy of the death certificate, a [request form](#) indicating the chosen form of refund and a proof of payment.
6. In the case of absence described in point 1.3.3. the beneficiary or the person/institution that submitted the fee on behalf of the candidate should submit a copy of the death certificate, a [request form](#) indicating the chosen form of refund and a proof of payment.
7. All documents mentioned above are available on www.britishcouncil.pl, at all British Council examination centres and from the representative of the registering institution.

8. The documents mentioned in points 4,5 and 6 should be submitted, together with a proof of payment (copy of payment slip), to the examination centre where a candidate was registered for the exam **not later than two weeks after the written test the candidate was registered for.**
9. A full or partial refund can be made (in accordance with conditions of refunds stated above) by bank transfer.
10. The candidate or the person/institution that submitted the fee on behalf of the candidate is entitled to a refund under the conditions stated below:
 - 10.1 in the case of withdrawals described in point **1.1** a refund of 100% of the submitted fee in the form of a bank transfer.
 - 10.2 in the case of withdrawals described in point **1.2** a refund of 80% of the submitted fee in the form of a bank transfer.
 - 10.3 in the case of absence indicated in points **1.3.1** and **1.3.2** a refund of 60% of the submitted fee in the form of a bank transfer.
 - 10.4 in the case of absence indicated in point **1.3.3.** the beneficiary or the person/institution that submitted the fee on behalf of the candidate is entitled to a refund of 100% of the submitted fee in the form of a bank transfer.
11. Refunds by bank transfer will be made within 30 days of the receipt of the full set of correctly completed documentation, together with proof of payment, by the British Council.

III. SPECIAL ARRANGEMENTS

1. The British Council ensures equal opportunities to all candidates, including persons with special needs. Special arrangements can be provided under the conditions stated below.
 - 1.1 Disabled candidates

Candidates who require special arrangements (e.g. candidates with hearing or visual difficulties) are asked to report this fact to the institution with which they are registering for the exam. The terms and conditions related to the granting of special arrangements to candidates are defined by the examination boards.
 - 1.2 Candidates with dyslexia, dysgraphia or dysorthographia

Candidates applying for extra time for the examination because of dyslexia, dysgraphia or dysorthographia are asked to report this fact to the institution with which they are registering for the exam. The terms and conditions related to the granting of special arrangements to candidates are defined by the examination boards.

Special arrangements form can be found [here](#).

IV. EXAM ARRANGEMENTS

1. For each part of the test candidates should:
 - be punctual (latecomers will not be allowed into the exam room);
 - bring a valid identity document (with a recent photo);
 - bring a pen.
2. Candidates are not allowed to bring any electronic equipment to the exam venue except for mobile phones. Candidates are also requested not to bring any expensive personal items. The British Council is not liable for the loss of any items left in the cloakroom.

MOBILE PHONES AND WATCHES

Mobile phones must be switched off and together with watches placed in a designated area during the whole period of the examination. Any candidate using or in possession of a mobile phone or watch during the examination will be disqualified.

3. All comments concerning the conduct of the examination should be directed 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 in writing to the Examination Centre staff no later than two weeks after the part of the exam. Information how to report comments are available on www.britishcouncil.pl

V. RESULTS

1. TOLES results are available approximately 30 days after the exam session.
2. TOLES results are published on certificates.
3. TOLES exam papers are marked in the UK by Global Legal English. The board does not make these accessible to candidates, schools or examination centres.
4. Candidates who wish to submit an enquiry on results should contact the Fundacja British Council Integrated Customer Services.
5. Certificates can be collected in the following ways:
 - in person or by an authorised person from Warsaw or Kraków Fundacja British Council offices
 - by registered mail,
 - by courier post (the candidate covers the full cost of dispatch).

Candidates' 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, they are destroyed.

VI. LIABILITY OF THE FUNDACJA BRITISH COUNCIL

The Fundacja 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 were longer than 24 hours, or if the examinations were cancelled through the fault of the organisers, candidates are entitled to a compensation of the loss incurred on the basis of general terms.

**INFORMATION CLAUSE CONCERNING THE PROCESSING OF PERSONAL DATA OF THE
PARTICIPANT OF THE TOLES EXAM**

Pursuant to Article 13(1) and (2) 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 (OJ L 2016.119.1), hereinafter referred to as the GDPR, we hereby inform you that:

- 1) The following entity is the Controller of your personal data:

In the territory of Great Britain:
TOLES Exams Office
The Pine Tree Centre
Durham Road
Birtley
Co Durham
England
DH3 2TD

In the territory of Poland:
British Council Foundation
ul. Koszykowa 54
00-675 Warsaw
Poland

- 2) You may contacted the Data Controller using the following e-mail address: rodo@britishcouncil.pl or in writing at the address of the controller's registered office with a note reading "Data protection".
- 3) Your personal data will be processed for the following purposes:

Purposes of personal data processing	Legal basis for processing
In order to perform the provisions of the TOLES examination contract checking the level of languages competence	in order to perform and under the contract to which you are a Party legal basis: point (b) of Article 6(1) of the GDPR
In order to fulfill legal obligations imposed on the personal data controller arising out of the provisions of law for tax and accounting purposes	fulfilling legal obligations imposed on the personal data controller legal basis: point (c) of Article 6(1) of the GDPR
In order to check your satisfaction and determine the quality of our service	pursuing legitimate interests of the personal data controller legal basis: point (f) of Article 6(1) of the GDPR
For internal administrative purposes	pursuing legitimate interests of the personal data controller legal basis: point (f) of Article 6(1) of the GDPR
In order to establish, exercise or defense legal claims, if any, in relation to contentious proceedings conducted as well as proceedings before public authorities and other proceedings	pursuing legitimate interests of the personal data controller legal basis: point (f) of Article 6(1) of the GDPR

- 4) Your personal data may be transferred to:
- entrepreneurs providing accounting and payroll services as well as legal, insurance and IT services for the benefit of the British Council Foundation;
 - Global Legal English;
 - the main unit of British Council.
- 5) Personal data will be processed for the following periods of time:
Your personal data will be processed for the period necessary to achieve the purposes indicated in point 3.

- 6) The British Council Foundation ensures that all persons whose personal data is processed have appropriate rights arising out of the GDPR. Therefore, you have:
1. **the right to access personal data**, including the right to receive a copy of such data,
 2. **the right to request rectification (correction) of personal data** - should data be incorrect or incomplete;
 3. **the right to request erasure of personal data** (so called “the right to be forgotten”) – in the event that:
 - a) the data is no longer necessary for the purposes for which it was collected or processed otherwise,
 - b) the data subject has objected to data processing,
 - c) the data subject has withdrawn their consent constituting the basis for processing and there is no other legal basis for processing,
 - d) the data is processed unlawfully,
 - e) the data must be erased for compliance with an obligation arising out of the provisions of law;
 4. **the right to request restriction of personal data processing – in the event that:**
 - a) the accuracy of the personal data is contested by the data subject,
 - b) the processing of data is unlawful and the data subject opposes the erasure of the data and requests the restriction of its use instead,
 - c) the controller no longer needs the data for their purposes, but they are required by the data subject for the establishment, exercise or defense of legal claims,
 - d) the data subject has objected to processing – pending the verification whether the legitimate grounds of the controller override those of the data subject;
 5. **the right to data portability – in the event that:**
 - a) the processing is based on a contract concluded with the data subject or on a consent granted by such data subject, and
 - b) the processing is carried out by automated means;
 6. **the right to withdraw consent to data processing.** To the extent to which you have granted your consent to personal data processing, you have the right to withdraw such consent. The withdrawal of consent does not affect the lawfulness of data processing based on consent before its withdrawal.
- 7) Should you deem that the processing conducted by the Data Controller violates the provisions of the GDPR, you have the right to lodge a complaint with the President of the Office for the Protection of Personal Data (ul. Stawki 2, 00-193 Warsaw).
- 8) The provision of your personal data is a requirement necessary to conclude the TOLES examination contract. Should you refuse to provide your data, it will be impossible to conclude the contract, thus, take the TOLES exam.