

## **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](http://www.britishcouncil.pl) website by entering one's name on the list of candidates for a Cambridge English language 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;
  - 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 English Young Learners examinations on conditions stated in the Examination fees available in all examination centres of British Council.
6. The invoice will be provided to the Service Receiver by e-mail.
7. Exam fees are given in Polish zloty in the tariff available in all examination centres of British Council. The price given for each exam is binding upon the placement of a purchase order by the customer.
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.
11. Fundacja British Council does not accept payments in cash.

## REGISTRATION

12. Institutions entering groups of candidates for closed sessions of YLE Cambridge Assessment English examinations have a choice of exam dates and place.
13. The group entered by the institution has to number at least:

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| 20 candidates | If you want to register candidates for more than one level of YLE examination (for the institutions located within the limits of the city where the examination centre is located) |
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In case of schools located outside the city limits please contact the exams coordinator

tel.: 22 695 59 00, e-mail: [exams@britishcouncil.pl](mailto:exams@britishcouncil.pl).

14. To register a group of candidates for an exam in a closed session the institution should:
  - 14.1 no later than 6 weeks before the chosen test date send by e-mail to the British Council in Warsaw the documents listed below:
    - 14.1.1 YLE Registration Form as an Excel attachment. Please do not send scanned copies of the forms. Separate YLE Registration Forms should be completed for every examination level;
    - 14.1.2 proof of a group payment for all candidates registered;
    - 14.1.3 where required – applications for special arrangements for disabled candidates supported by relevant medical certificates. For more information about the procedure of special arrangements for disabled candidates please refer to Section III. SPECIAL ARRANGEMENTS, point 1 of these regulations;
    - 14.1.4 where required – applications for special arrangements for dyslexic, dysgraphic or dysorthographic candidates supported by relevant certificates from a psychological clinic. For more information about the procedure of special arrangements for dyslexic, dysgraphic or dysortographic candidates please refer to Section III. SPECIAL ARRANGEMENTS, point 2 of these regulations.
15. The original YLE Registration Form containing parents' or legal guardians' signatures should be handed in to the examiners on the day of the test. The YLE Registration Form should contain signatures of the candidates' parents or legal guardians confirming that they have read the regulations and agree to the processing of their children's personal data.
16. If any changes in the candidates' list occur they should be reported to the British Council exam centre that will administer the examination session not later than 2 weeks prior to the test day.
17. The documents mentioned above are available on [www.britishcouncil.pl](http://www.britishcouncil.pl) and in all British Council examination centres.

## **II. TERMS AND CONDITIONS OF CHANGES AND REFUNDS**

### 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 English 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.
  - 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.
- 1.4 In case of refusal to hold an exam session by the Fundacja British Council examination centre.
2. Should the total number of candidates registered for at a given exam session be less than 20 (or less than 12 for one level) because 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 described in point 1.1. and 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 stated deadline and submit a [request form](#) indicating the chosen form of refund and 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 the situation 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 forms mentioned above are available on [www.britishcouncil.pl](http://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, 6 and 7 should be submitted to the examination centre – together with a proof of payment (copy of payment slip), not later than two weeks after the written test the candidate is registered for.
9. A full or partial refund can be made in the following ways (in accordance with conditions of refunds stated above):
  - 9.1 bank transfer,
  - 9.2 postal order.
  - 9.3 an exam voucher which will cover the whole or part of the examination fee in a subsequent exam session within two years from the date of issue. A voucher may be used to register for a different exam than the one the candidate was originally registered for. The candidate or the institution is obliged to cover the difference between the voucher value and the exam fee listed in the current register of fees.
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 voucher, bank transfer or postal order.
  - 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 or postal order.
  - 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 or postal order.
  - 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 or postal order.

11. The choice of the form of refund belongs to the person entitled to the refund or the beneficiary. The choice of the form of refund is binding as confirmed on the submitted request form.
12. Refunds by bank transfer or postal order will be made within 30 days of the receipt of the full set of correctly completed documentation together with a proof of payment, by the British Council.
13. Vouchers will be issued within 30 days of the receipt of the full set of correctly completed documentation together with proof of payment, by the British Council. Vouchers can be issued either in electronic or paper form – the choice to be made by the person and institution entitled to the refund.

#### OTHER CHANGES

14. On close of registration:
  - 14.1 fees cannot be transferred from one of exam to another.
  - 14.2 fees cannot be transferred to subsequent sessions.
  - 14.3 the dates of all the exam components as well as the examination centre cannot be changed.

### **III. SPECIAL ARRANGEMENTS**

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. Candidates with disabilities:

Parents or legal guardians of 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 during registration, before they pay the examination fee. The representative checks with the British Council whether the requirements can be met. Relevant supporting documentation – a medical certificate and a [form](#) completed and signed by the candidate's parent or legal guardian – should be submitted on behalf of the candidates by the registering institution **7 weeks** before the test date together with the YLE Registration Form.

**If an institution wishes to register a group of disabled candidates, it should contact the examination centre at least 7 weeks before the exam date 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.**

2. Candidates with dyslexia, dysgraphia or dysorthographia:

Parents or legal guardians wishing to apply for extra time for the written parts of the examination for their children because of dyslexia, dysgraphia or dysorthographia are asked to provide their registering institution with the following documents before the registration documents are sent to the British Council exam centre:

- 2.1. a report provided by a fully qualified educational, clinical or chartered psychologist stating details of the degree of dyslexia, dysgraphia or dysorthographia.
- 2.2. a [form](#) completed and signed by parents or legal guardians of 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.

**No documents regarding special arrangements will be accepted after close of registration, i.e. after the Entry Form has been submitted.**

### **IV. EXAM ARRANGEMENTS**

1. The institution registering candidates for examinations in a closed session is obliged to make available, free of charge to the British Council, an appropriate venue where all the written, listening and speaking parts of the exam can be conducted. The venue should seat a minimum of 10 candidates, however, venues seating all registered candidates per level are a preferred option. All venues must meet the requirements listed in the document [Standards of halls for exam sittings](#) available on [www.britishcouncil.pl](http://www.britishcouncil.pl) and at all British Council examination centres. The door to the room in which the speaking part of the test is conducted must have a window.
2. The following stationery should be available for each candidate during a YLE test: a pencil, eraser, pencil sharpener and crayons: yellow, orange, red, pink, purple, blue, green, brown, grey and black on each candidate's desk. The school should ensure that none of the above is missing during the test.
3. Should the institution registering candidates for examinations in a closed session provide examination venues seating less than the full number of candidates registered per level it is obliged to make available,

free of charge to the British Council, one Invigilator per each exam venue (in addition to the usher mentioned in point 4 below). The British Council will provide all other staff. If all registered candidates are seated in one exam venue the British Council will provide all staff required during the session (except for the usher mentioned in point 4 below).

4. The institution registering a group of candidates for the exams covered by these regulations is responsible for the health and safety of each child from the moment care of the child is transferred by its parents to the school representative till it is collected by the parents after the examination. Both the British Council and the registering institution ensure that during all activities related to the YLE 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.
5. The school will nominate a person to look after the children waiting for their speaking test and, if needed, to be present in the exam room during the written part of the test.
6. Ideally the usher should be the children's teacher. The usher:
  - brings the child to the waiting area near the test room (tells the child that he/she is now going to take the oral part of the test; tells the child the name of the oral examiner and assures him/her that the examiner is nice and friendly);
  - reminds the child of the speaking test format and takes the child into the test room when the examiner is ready and introduces the examiner to the child;
  - leaves the test room having checked that the child is not upset or overanxious.
  - brings the next child to the waiting area near the test room;
  - takes the child out of test area when the oral test is completed.
7. For every part of the examination candidates should:
  - be punctual (latecomers will not be allowed into the exam room);
  - bring a valid identity document (with a recent photo).
8. Candidates are not allowed to bring any electronic equipment to the examination venue. 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 and watches may not be taken into the examinations room. Candidates cannot use or be in possession of a mobile phone during the whole period of the examination (including the breaks between examination components). Any candidate using or in possession of a mobile phone during the examination or breaks may be disqualified.

9. On conclusion of the examination the supervisor packs the candidates' papers as well as all other exam materials and personally takes them to the British Council examination centre. 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 domestic UPS courier service (the cost of the delivery is covered by the British Council) to the British Council examination centre responsible for the session administration immediately after the examination. Any breach of the seal following the supervisor's departure may result in the invalidation of the session.

#### **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 email or in person) to the British Council examination centre staff no later than five days 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 5 working days of their receipt.

#### **VI. RESULTS AND CERTIFICATES**

1. Children who participated in all three parts of the test will receive certificates.

2. Test grades are presented in the form of shields. Each of the three test papers – Reading & Writing, Listening and Speaking is marked separately. Maximum score per paper is 5 shields which makes for 15 shields in total. It is assumed that children whose total score is 10 or more shields and no less than 3 in an individual paper are ready to prepare for the next test level.
3. Certificates are delivered by the Cambridge Assessment English to the British Council exam centre after 4 weeks from the receipt of exam papers by Cambridge Assessment English.
4. Certificates can be collected in the following way:
  - 4.1. if a school is located in the same city as the British Council examination centre, the certificates can be collected by a school representative on presentation of an ID. Authorisation to collect the candidates' certificates by the school representative is provided by parents or legal guardians on the YLE Registration Form.
  - 4.2. if a school is located in a city in which there is no British Council examination centre and the school representative is unable to collect certificates in person, the certificates can be sent to the school by domestic courier (cost of despatch covered by the British Council). Authorisation to collect the candidates' certificates by the school representative is provided by parents or legal guardians on the YLE Registration Form.
5. For certificates damaged after delivery to the candidate, a replacement can be produced provided the original certificate is returned within 5 years of the date of issue. There is a charge for this, as listed on the Examination Price List.

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| <b>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.</b> |
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## **VI. LIABILITY OF THE BRITISH COUNCIL**

The British Council has a fundamental duty of care towards all children we work with.

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 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.

**INFORMATION CLAUSE CONCERNING THE PROCESSING OF PERSONAL DATA OF THE PARTICIPANT OF THE YLE 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:  
 Cambridge Assessment English  
 The Triangle Building  
 Shaftesbury Road  
 Cambridge CB2 8EA  
 United Kingdom

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](mailto: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 YLE examination contract checking the level of languages competence  | in order to perform and under the contract to which you are a Party<br><b>legal basis:</b> 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<br><b>legal basis:</b> 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<br><b>legal basis:</b> point (f) of Article 6(1) of the GDPR        |
| For internal administrative purposes   | pursuing legitimate interests of the personal data controller<br><b>legal basis:</b> 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<br><b>legal basis:</b> 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;
  - Cambridge Assessment 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 YLE examination contract. Should you refuse to provide your data, it will be impossible to conclude the contract, thus, take the YLE exam.