

I. ENTRIES

GENERAL PROVISIONS

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

CONDITIONS OF REMOTE AGREEMENT CONCLUSION

3. British Council provides remote services:
 - 3.1 on the www.britishcouncil.pl website by entering one's name on the list of candidates for a Cambridge English language exam using an on-line registration system (individual candidates), or by printing the form available on the website and sending it to the British Council by e-mail (institutional candidates);
 - 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 registration in the on-line registration system for a selected exam. The Service Receiver's failure to pay the fee in the amount and within the time limit set forth by the Service Provider in the table below and 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. The YLE test fee is 305 PLN.
6. Exam fees are given in Polish zloty, in the tariff published on the www.britishcouncil.pl site. The price given for each exam is binding upon the placement of a purchase order by the customer.
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. For individual candidates there is also a possibility to make an on-line payment.
8. At the Service Provider's offices in Warsaw and Kraków, the Service Receiver can pay the exam fee by a payment card (Visa, Visa Electron, Maestro, MasterCard, MasterCard Electronic, American Express). In case the payment is made by card as described in this point, the present Regulations are not applicable as the agreement is entered into at the Service Provider's offices and, as such, is not a remote agreement.

9. The Service Receiver who paid the exam fee but failed to register via registration system 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.
10. Fundacja British Council does not accept payments in cash.

REGISTRATION – GENERAL PROVISIONS

11. If the number of candidates registered in a British Council exam centre does not meet the minimum required by the British Council and Cambridge Assessment English, the British Council will reimburse the fees to the candidates.
12. Registration after the registration deadline or incomplete will not be accepted.

REGISTRATION - INDIVIDUAL CANDIDATES

13. In order to register a child for a YLE test you should:
 - 13.1. Find a suitable exam date, format and location in the YLE on-line registration system available at <http://www.britishcouncil.pl/en/exam/cambridge/register> and complete an entry form no later than the last day of registration.
 - 13.2. Pay the exam fee no later than the payment deadline given in the registration system.
14. The exam registration confirmation will be sent by British Council Examination Centre by e-mail.
15. Candidates will receive information on the exam timetable by e-mail approximately 7 days before the date of their test. If they do not receive this information one week before the written part of the examination they are requested to contact Fundacja British Council examination centre immediately.

REGISTRATION - CANDIDATES REGISTERED BY SCHOOLS/INSTITUTIONS

16. Schools/institutions registering candidates for YLE tests in the British Council Examination Centre complete registration formalities and provide its students with:
 - registration deadlines,
 - the exam fees and methods of payment.
17. Candidates should inform the person responsible for the organisation of Cambridge English examinations at the school/institution of their wish to sit the exam at the time indicated by that school/institution.
18. Candidates registered by school/institution will receive their session timetable directly by e-mail and also through the school/institution that registered them for the exam. Candidates who do not receive their session timetable 7 days prior to the exam date, are asked to contact their registering school/institution immediately.

II. REFUNDS AND OTHER CHANGES

TERMS AND CONDITIONS OF REFUNDS

1. A refund of the examination fee is possible under the following conditions only:
 - 1.1. The Service Receiver being a natural person who has paid the exam fee as set forth in Section I and thus entered into a remote agreement with the Service Provider may withdraw from the agreement without giving reasons within 14 days from the date the agreement for the administration of a selected Cambridge 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.

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 3, 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 the following ways (in accordance with conditions of refunds stated above):
 - 9.1. bank transfer;
 - 9.2. an online refund to the bank account or card used for making an online payment
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.

The choice of the form of refund rests with 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.

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.

OTHER CHANGES

12. On close of registration:
 - 12.1. fees cannot be transferred from one exam to another,
 - 12.2. fees cannot be transferred to subsequent session
 - 12.3. fees cannot be transferred to subsequent sessions,
 - 12.4. candidates cannot change the centre in which they wish to sit the examination,

III. SPECIAL ARRANGEMENTS

British Council ensures equal opportunities to all candidates, including persons with special needs, under the conditions stated below.

1. Candidates with disabilities

- 1.1. Parents or legal guardians of candidates who require special arrangements (e.g. candidates with hearing or visual difficulties) are asked to inform their Fundacja British Council examination centre about this fact before they pay the exam fee. Relevant supporting documentation – a medical certificate and a [form](#) completed and signed by the candidate's parent or legal guardian – should be submitted to the Fundacja British Council examination centre where the child will be sitting the examination no later than the end of the registration period (please see table in part 1. point 1.2. above).
- 1.2. If an institution wishes to register a group of candidates with disabilities, it should contact their 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.

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 required to submit the following documents to the Fundacja British Council examination centre where the child will be sitting the examination **no later than the end of the registration period** (please see the table in part 1. point 1.2. above):

- 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.

The [form](#) is available on www.britishcouncil.pl and in all Fundacja British Council examination centres.

No documents regarding special arrangements will be accepted after close of registration.

IV. EXAM ARRANGEMENTS

1. Individual session timetables will be included in the e-mail issued to candidates.

1.1. **Individual candidates** will receive their session timetable by e-mail. Candidates who do not receive their timetable 7 days prior the exam date are requested to contact the British Council exam centre with which they registered for the examination immediately. Candidates who missed their exam because they had not received their session timetable and did not report this fact to their examination centre are not entitled to a refund on this account.

1.2. **Candidates registered by schools/institutions** will receive their session timetable through the school/institution that registered them for the exam. Candidates, who do not receive their session timetable 7 days prior to the exam date, are asked to contact their registering school/institution immediately. Candidates who missed their exam because they had not received their session timetable and did not report this fact to their school/institution or the examination centre are not entitled to a refund on this account.

2. For each part of the exam 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, pencil, eraser and the following crayons:** red, green, blue, yellow, purple, orange, pink, brown, grey and black to the exam venue.

3. Candidates are not allowed to bring any electronic equipment to the exam. Candidates are also requested not to bring any expensive personal items. The Fundacja 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 or watch during the whole period of the examination (including the breaks between examination components). Any candidate using or in possession of a mobile phone or watch during the examination or breaks may be disqualified.

4. Parents/legal guardians of candidates are responsible for delivering their children to the exam venue and collecting them from there at the end of the test.

During the whole period of examination (including the breaks between examination components) a child remains under the supervision of the staff of Fundacja British Council or British Council Exam Centre. After the completion of the examination a child must be collected by a parent/legal guardian or close relative aged at least 14 whose personal details were written down in the registration form and after presenting valid ID document.

V. COMPLAINTS

1. All comments concerning the conduct of the examination should be given 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.

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 five 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. The 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 examination centre that organised the test around 8 weeks after the session date.
4. Individual candidates can collect their certificates from the British Council exam centre in which they registered for the exam, through parents, a person whose name was entered in registration form during the registration process or other person authorised in writing by parents. The authorisation form is available on www.britishcouncil.pl and at all British Council examination centres.
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.
6. In the case of minors, the person whose name was entered in the registration system during the registration process, or on a form delivered by the school/institution representative, does not need to submit a document confirming their legal guardianship of the minor.
7. In order to collect the child's certificate a parent or legal guardian must present a current ID document.
8. School/institution registering their students for YLE collects their student's certificates if such a service is offered by that school.

Candidates' results and certificates are kept by an examination centre for two years from the first day they can be collected from that centre. After that time they are destroyed.

VII. LIABILITY OF THE FUNDACJA BRITISH COUNCIL

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

The Fundacja British Council and the Examining Boards take all reasonable steps to provide continuity of service. Those 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 Fundacja British Council's liability will be limited to re-testing on 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 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 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;
 - 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 date 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.