

Aptis ESOL - Terms and Conditions

The following terms apply if the Product that you are purchasing is an Aptis ESOL Test in Italy:

The following Terms and Conditions apply to the Contract and form a legally binding part of the Terms.

By registering for an Aptis ESOL test in Italy you confirm that you have read and accept the Terms and Conditions set out in this document and that your personal data may be used for the purposes set forth in the Data Protection Notice.

1. How the contract is formed

1.1. The Registration Portal pages will guide you through the steps you need to take to register for an Aptis ESOL test. The online registration process allows you to verify and correct any errors before submitting your registration. Read carefully and check your registration at each stage of the online registration process.

1.2. Registration to an Aptis ESOL exam in Italy can be made directly by the Test Taker, or through an Agent, preparation centre, University, school, or any other partner institution (from now on, Partner institution), duly authorised by the British Council.

1.3. Registration to an Aptis ESOL General, For Teachers or Advanced exam in Italy is allowed to Test Takers with a minimum age of 16 at the time of the test session

1.4. By submitting an online registration for an Aptis ESOL test through the Registration Portal, you confirm that you are at least 18 years of age. If the person who is going to take the Aptis ESOL test is under 18 years of age, it will be obligatory to state the contact details of the parent or legal guardian of the person taking the Aptis ESOL test. Likewise, it will be mandatory to complete the corresponding [Parental consent form](#)

1.5. Full name and date of birth on your booking must match exactly with those in your Identification document. Failure to do so may result in you not being admitted into the test room nor entitled to a refund of fees.

1.6. As part of your Aptis ESOL customer journey, you will be asked to provide the number of your Identification document.

You can register with **ONE** of the documents listed below.

- National Identity Card

- Passport
- Residence card (ONLY if biometric)

Documents must be **official, original**, in **full validity** on the day of the test, and **must contain a photo**.

As part of your check-in procedures on test day, you will be required to show the **same ID document you used for registration**

You are required to inform the test centre of any changes or incidents related to your identity document, (e.g., lost or theft) where possible, in advance of the test day. On the day of the exam, you must provide a copy of the police report as evidence of theft or loss, together with another approved original identification document in full validity (check points a) and b) above). Failure to do so may result in you not being admitted into the test room nor entitled to a refund of fees.

Please read carefully terms applicable to identification procedures on test day in Section 7.

1.7. Once you have completed your booking, you will receive an Order Acknowledgement email. Once the Payment Processor receives a legitimate payment for the Products from your designated bank account, or payment is otherwise made in accordance with these terms, a Payment Confirmation will be emailed to you.

1.8. Where a registration deadline is set regarding a specific test date, the British Council reserves the right not to accept registrations after the registration deadline.

1.9. Details regarding the Aptis ESOL test will be provided in the description of the Aptis test as part of the online registration process and will be sent to you as part of the Confirmation of Entry email in accordance with clause 7.1.

1.10. Interpretation:

- a) References to Parts are to the parts of these terms and, unless stated otherwise, references to clauses in a Part are to the clauses of that Part.
- b) Any words following the terms including, include, in particular, for example or any similar expression are illustrative.
- c) Any references to calendar are to the Gregorian (western) calendar and any reference to “day” means calendar day, or month means calendar month.

2. How to pay

2.1. All test fees for Aptis ESOL tests offered through the Registration Portal will be displayed in your booking journey. All test fees quoted are gross and include all

applicable charges. Test fees may change from time to time, but this will not affect any registration which has been confirmed by a Payment Confirmation notification.

2.2. The Registration Portal will state the methods of payment by credit or debit card and the payment processor affiliated to the Registration Portal.

2.3. Payments by credit or debit card made in accordance with clause 2.2 are processed immediately via the payment processor over a secure link. No card details are held by the British Council. You may incur charges for the use of debit or credit cards from your provider and such charges are in addition to the advertised test fee.

2.4. The British Council treats payment by credit or debit card whether online in accordance with clause 2.2 as confirmation that you are the person authorised to use such credit card or debit card and that you are over the age of 18 years.

2.5. For the avoidance of doubt, until you have paid for the Aptis test in full, you shall have no right to take the Aptis ESOL test and the British Council may prevent you from taking the Aptis ESOL test without liability to you.

3. Cancellation by the British Council

3.1. The British Council may cancel the contract by giving you notice in writing (whether by email or otherwise) for any reason at any time prior to the test date. If the British Council cancels the contract pursuant to this clause 3.1, it will refund the full test fee paid by you for the Aptis ESOL test.

3.2. The British Council may also cancel the contract at any time, without liability to you if:

- a) you materially breach these terms.
- b) the British Council is unable to provide the Aptis ESOL test due to a reason beyond its reasonable control.

3.3. If the British Council cancels the contract under clause 3.2 (a), the British Council will be entitled to retain (or be paid the balance of, as the case may be) the test fee paid by you in full.

3.4. ~~3.4.~~ If the British Council cancels the contract under clause 3.2 (b), you will be entitled to choose either: (i) to receive a full refund of the test fee; or (ii) (subject to availability) to book an alternative test date to complete the Aptis ESOL test. If you choose option (ii) and the test fee for the alternative test date is greater than the test fee for the cancelled test date, you will be required to pay the difference in accordance with those payment terms set out in clause 2 or otherwise agreed with the British Council. If you choose option (ii) and the test fee of the alternative test

date is lower than the test fee for the cancelled test date, the British Council will refund to you the difference. You must notify the British Council in writing (see clause 17.1 below for the relevant contact details), of your preferred option within fourteen (14) calendar days from the date of you being notified by the British Council that the contract has been cancelled. If we do not hear from you in the specified period, we will refund the sum due.

4. Cancellation by you

4.1. If you are an individual Test Taker registered through the Registration Portal, you can exercise the right to cancel by processing a request through the relevant Cancellation & Transfer form available from our Aptis ESOL Cancellation web page. The British Council will process the cancellation request and, if applicable, the relevant refund or transfer in accordance with the deadlines and conditions established under clauses 4.3. to 4.8.

4.2. If you have booked your test through a Partner institution, the request for cancellation should be submitted to said institution, who is entitled to set different terms. The British Council will process the cancellation request and, if applicable, a refund to the Partner institution

4.3. If you cancel the contract within **14 days after the date of confirmation of payment and before the test day**, you will receive a reimbursement of your Aptis ESOL test fee and no administration costs will be deducted. Alternatively, a test taker can request to transfer to another available session free of charge.

4.4. If you cancel the contract outside the 14-day cancellation period but **no later than 2 working days prior to the test date**, you will receive a reimbursement of your test fee minus administration fees. Alternatively, you can transfer your test to any other available session upon payment of the same administration fee. Please find relevant, up-to-date fees from our Aptis ESOL “Cancellation and Refunds” website page.

4.5. If you cancel your Aptis ESOL test registration **outside the 14-days cancellation period but within 2 working days to the test date**, no refund or transfer will be issued, except in the conditions established under clause 4.6.

4.6. Whether you are an individual test taker registered for an Aptis ESOL exam through British Council Registration Portal or through a Partner institution, under special circumstances, such as death of a relative up to second grade of kinship, or serious health issues relating to you or your family up to second grade of kinship, a refund will be granted provided you submit relevant documents within **4 weeks after the test date**, and only if they fully justify your **absence on the test day**. The refund will reimburse your Aptis ESOL test fee in full; provided the special

circumstance apply, if the test taker still wishes to sit a test, a free transfer is possible to any available session.

4.7. For the purposes of accrediting the circumstances indicated in the previous section 4.6, test taker will be required to provide supporting evidence describing: type of circumstances, severity and impact of the circumstances, date and length of the circumstances, date of the exam, signature and stamp from medical or accredited practitioner or authority.

Examples of appropriate supporting documents are: Medical certificate, copy of public record, official letter or notice, hospital certificate, official statement from accredited professional, practitioner or authority, police report, obituary, funeral notice. This list is not exhaustive and (only represents common circumstances which are eligible for Special Consideration.

The British Council reserves the right to reject an application should the supporting evidence does not include the required information; medical citations without a full description of the circumstances as listed above will not be accepted, nor applications which are evidenced by relatives.

4.8. The British Council will make any repayments due to you under this clause 4 without undue delay, and not later than 14 days after it is informed about your decision to cancel the contract.

4.9. The British Council will make the repayment using the same means of payment as you used for the initial transaction.

4.10. The British Council is under a legal duty to supply services that are in conformity with this contract. As a consumer, you can seek advice about your legal rights from your local or regional Consumer Authorities.

5. Changes to the Aptis ESOL test or test date

5.1. The British Council will ensure that the Aptis ESOL test is delivered in all material respects as described on the Registration Portal or otherwise. However, the British Council will be entitled to make variations to the content and delivery of the Aptis test where those variations do not alter the Aptis ESOL test materially.

5.2. The British Council expects you to take reasonable care to satisfy yourself that the Aptis ESOL test will meet your needs. The British Council does not guarantee that you will obtain any particular result from an Aptis ESOL test.

6. Special Arrangements

6.1. The British Council aims to ensure that all Test Takers are treated in a fair and objective manner and that the optimal conditions for the examination are given.

6.2. Test Takers with special needs, such as modified versions of the test (Braille), auditory adaptations or others, should contact us at least 6 to 8 weeks before their exam date.

Test taker will be required to provide written evidence to support their request

If you have booked your test through a Partner institution, the request, as well as the submission of the relevant evidence, should be made to said institution, which will be able to follow-up with the British Council on test taker's behalf provided that they have collected the necessary authorisation and consents.

6.3. For the purposes of the provisions of the previous section 6.2., the request must be justified by a medical certificate compliant with the following requirements:

- a) Be legible, written in English or Italian.
- b) Should state the name, qualification, collegiate number, and signature of a professional practitioner.
- c) Offer a clear description of Test Taker circumstances.
- d) Clearly explain how said circumstances justify the request for special conditions.

6.4. The British Council will not process any special arrangement if the support documentation is not provided by the deadline and according to the requirements listed above.

6.5. Test Taker suffering from a sudden medical emergency prior to the day of the test, should notify British Council or Partner institution – depending on how registration was formalised - immediately, so that an alternative solution can be sought. Note that the British Council may not be able to offer alternative arrangements on the day of the test if such communication is not received in advance.

7. Test Day regulations

7.1. The British Council will send session date information, including details of the test venue and session timetable, to the email provided by the Test Taker as part of the registration journey, approximately **7 days before the test date**.

7.2. If the Test Taker has registered through a Partner institution, this information will be sent to the contact email address provided by the Partner institution. If you do not receive this information in this period, you should contact immediately your examining centre.

7.3. For Test Takers registered within 7 days prior to the test date, the British Council will send the schedule and venue information as soon as possible, before the day of the exam.

7.4. If you do not show up for the exam because you did not receive such communication, and this was not reported to your exam centre prior to the test date, you will lose the right to request a refund of fees.

7.5. You should arrive at least 30 minutes before the start time of the Aptis test. If you arrive late, you may be denied admission to the Aptis test.

7.6. You must show an official, original and in full period of validity identity document (which must include a photo). We remind you of the documents accepted for identification purposes:

- National Identity Card
- Passport
- Residence card

Remember that you will have to provide the same ID document you used for registration.

7.7. Driving license will not be accepted for identification purposes.

7.8. If you do not bring an official, original, and valid identification document as specified in clause 7.6, you will not be able to take the Aptis ESOL test and will not have the right to request a refund of the test fee.

7.9. If you are under 18 years of age you will be required to bring a consent form signed by your parent or legal guardian to leave the test centre upon completion of the Aptis test. Please [find here link](#) to the form.

7.10. We recommend that you do not bring any non-essential material to the Aptis ESOL test. We remind you that electronic devices, including mobile phones, digital recorders, tablets, cameras etc. are prohibited in the test room, as well as all types of watches, including analogue watches.

7.11. In the event of an incident occurring during the Aptis ESOL test that you consider may have affected your work, you must inform the test supervisor or invigilator before you leave the test centre. You must also contact the British Council centre in writing within 12 hours after end of test.

7.12. At the end of the Aptis ESOL test you should leave all the Aptis ESOL test materials in the test room. If you try to extract any material from the test room, you will not receive an Aptis ESOL certificate.

7.13. You must behave according to the rules set out on the test date of the Aptis ESOL test. Smoking and/or eating inside the test room is strictly prohibited. If you fail to behave appropriately, the British Council reserves the right to request you to leave the test room.

7.14. All components of the Aptis ESOL test must be done on the specified test date. It is not possible to sit a component on the test date and the rest on another date.

8. Malpractice

8.1. You must not engage in any form of malpractice that could damage the integrity and/or safety of the Aptis ESOL test. Malpractice includes, but is not limited to, the following:

8.1.1. Attempts to copy in any way, including copying the work of another Test Taker or using notes of any kind or any device.

8.1.2. Attempts to help another Test Taker.

8.1.3. Impersonating another Test Taker or having another Test Taker impersonate you.

8.1.4. Interrupting the Aptis ESOL test in any way.

8.1.5. Using inappropriate language during the test or in writing and speaking test components.

8.1.6. Altering the data contained in the Aptis ESOL certificate.

8.1.7. Using memorised script.

8.1.8. Bringing cribs/notes into the test centre in any form.

8.2. It is strictly prohibited to share any test material or content, either inside or outside the exam venue. This includes all texts, questions, and themes from any section of the text, for any test version and in any format.

8.3. Test Takers sharing any of the exam material or content in any public context to others – i.e., through social media as Facebook, WhatsApp or similar, – will have their results withdrawn and may be banned from taking future Aptis ESOL test.

8.4. If you are involved in any type of malpractice you will not be allowed to complete the Aptis test. If you are found to have been involved in malpractice once the results have been published, your results will be cancelled and you will not receive a Aptis ESOL certificate.

8.5. Test takers found responsible for the malpractices listed below will, in addition, be banned from taking the Aptis ESOL test for one year from the date when malpractice occurred and may be liable to legal action.

- Impersonation

- Copying from another test taker and/or external sources (e.g. websites, test materials)
- Being in possession of prepared notes/cribs

9. Results

9.1. Your results will be available within **72 hours after the test date**. Once the results are available online, an automated email will be sent to an email address you have used to book a test notifying about the results release.

9.2. For Test Takers registered by a Partner institution, the Test results will be available within the same period and will be e-mailed to the Partner institution.

9.3. Results may not be available within 72 hours after the test date if the British Council decides that a revision or investigation of any aspect associated with the Aptis ESOL test is required, including in relation to registration, test administration or suspected malpractice. Any result could be withheld if an irregularity is found. In exceptional circumstances, the British Council reserves the right to request that you repeat any of the components of the Aptis ESOL test.

9.4. An Aptis ESOL Test Taker can request their test to be re-marked for any reason (Enquiry on Results or EOR) **at a cost**. Updated EoR fee can be found in our “Results and certification” web page. Test takers may only ask for re-marking of the entire test, and not for individual components. Re-marked test results are considered final.

9.5. The EOR request may be made by Test Takers or their parent/legal guardian at any point up to eight weeks after the test day.

9.6. The EoR fee will be reimbursed, and a new test report form issued, only if the overall CEFR level increases after the test is re-marked. In that case, you will be asked to return the previous original certificate so that a new one can be issued. Any costs incurred in sending this certificate, whether by post or other means, should be borne by the Test Taker.

10. Aptis ESOL Certificate

An Aptis ESOL Certificate can only be issued to test takers who have completed all five test components.

The following rules applies to the issuing and dispatch of Aptis ESOL certificates:

10.1. Aptis ESOL certificates does not have an expiry date. It shows that you demonstrated language skills at a specified level on a particular date, however, language skills are known to diminish over time if not used and maintained.

10.2. The British Council will dispatch Aptis ESOL certificates to the candidates' address via postal service. The delivery via postal service may take up until 20 working days from the results release date.

10.3 For Test Takers registered with some of our Partner institutions, Aptis ESOL certificates will be either printed by the Partner or printed by the British Council Centre and dispatched via courier to the Partner institution's address. In both cases, the Partner will be responsible for further distribution to Test Takers and to inform them about the certificate collection.

10.4. Test Takers will receive a single original of their Aptis ESOL certificate. We recommend Test Takers not to send this original to any requesting institution.

10.5. The British Council will replace damaged Aptis ESOL certificates at no cost for Test Taker or Partner institution only when:

- a) the original is returned to the British Council examining centre that issued the original, and
- b) if the request is received within two years following the date of issuing of the original Aptis ESOL certificates.

The following rules will apply to the issuing and posting of duplicates of an Aptis ESOL certificates:

10.6. Test Takers may request, within the two years following the date of issue of their original report, up to **two** duplicates of an Aptis ESOL certificate for the purposes below:

- a) For personal use: Duplicate to-be dispatched to the Test Taker home address.
- b) At the request of an educational institution: Duplicate to-be dispatched directly to the address of the requesting institution.

10.7 Duplicates will be delivered by courier service at a cost of:

- Shipments within Italy: 20€ per each duplicate issued to cover for administration and dispatch costs.
- International shipments: The cost of the service will be **€20** for each duplicate, **plus shipping costs to the country of destination**, according to the individual rates that the courier company will provide to the British Council.

10.8. For Test Takers registered to an Aptis ESOL test through a Partner institution, request must be received from the centre and not the individual Test Taker. The

British Council will not issue a duplicate without such written consent from the registering centre.

10.9. In all cases, application for duplicates must be received by the British Council after the dispatch of the original certificate. The British Council will not process any application received prior to the issuing of the original Aptis ESOL certificates.

10.10. If you need to send a Aptis ESOL certificates to an institution, you are entitled to do so. Individual institutions (such as universities, employers, professional organisations, and government bodies) can choose how long to accept results for. Some institutions will only accept certificates taken within the last 2 or 3 years, although many will consider evidence that the test taker have taken actions to maintain or improve their level of English since taking their test. We advise that you speak to the institution that you wish to apply to if you have any doubts about their results expiry.

11. Data Protection

11.1. All British Council entities protect personal information in accordance with the data protection legislation applicable in the UK and any local equivalent law if this is stronger.

11.2. Please check Section **18. Special Terms and Conditions** for further information on the data protection clauses that apply in **Italy**.

11.3. Your personal data will be processed in accordance with the corporate Privacy policy published [here](#).

12. Safeguarding

The British Council is the United Kingdom's international organisation for cultural relations and educational opportunities. In our work we meet many children and adults who are potentially at risk for a variety of reasons. We aim to create a safe environment in which no child or adult will experience harm or exploitation during their contact with us. We will, where reasonably practicable, both follow relevant UK and International laws and standards, as well as ensuring local legal compliance

13. Your obligations

13.1. You must:

a) At all times behave with honesty, integrity and show courtesy, consideration and respect to others when undertaking the Aptis ESOL test.

b) Prepare for the Aptis ESOL test as reasonably required by the British Council.

c) Attend or otherwise access all sessions and other activities which form part of the Aptis ESOL test (subject to absence for medical or other agreed reasons).

d) Respect the confidentiality of all information that you acquire in connection with the Aptis ESOL test.

13.2. Without prejudice to clause 6.1, the British Council reserves the right to refuse admission or deny you access to the Aptis ESOL test (including requiring you to leave any test centre) if your behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations, the terms or, if applicable, the Privacy policy, or is otherwise unacceptable.

The British Council may on occasion have to conduct security searches to ensure the safety of other Test Takers, and/or the test centre (and you hereby consent to this). The unauthorised use of photographic and recording equipment and any form of online duplication of any Aptis ESOL test is prohibited.

14. Intellectual Property

14.1. The copyright and all other intellectual property rights in all Aptis ESOL tests shall remain the sole and exclusive property of the British Council and its licensors. You undertake that you will not copy or permit the copying of Aptis ESOL tests or distribute the Aptis ESOL tests via internet or intranet or disclose or permit the disclosure or sell or hire the same to third parties.

14.2. We inform you that the British Council does not allow Test Takers, test centres or Partner institutions to see or review the answers of the marked Aptis ESOL tests in any instance of the marking process and/or as part or after an Enquiry into Results.

15. The British Council's liability to you

15.1. Nothing in the terms shall limit or exclude the British Council's liability (or the UK Charity's liability) for death and/or personal injury caused by the negligence of the British Council or the UK Charity or any of their employees, agents or subcontractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.

15.2. Subject to clause 15.1, the British Council and the UK Charity do not accept responsibility and expressly exclude liability for any loss or damage to your property that occurs where the British Council is delivering the Aptis ESOL test. When taking the Aptis test, you should take particular care not to leave any valuables (including mobile devices, tablets, or laptops) unattended at any time. Your personal belongings will be left in a designated area, and you will not be able to access them until the end of the Aptis ESOL test.

15.3. Subject to clause 15.1., the British Council and the UK Charity shall not under any circumstances whatsoever be liable to you (whether for breach of contract, negligence, breach of statutory duty or otherwise) for any:

- a) Losses that were not foreseeable to both you and the British Council and/or the UK Charity when the contract was formed.
- b) Losses that were not caused by any breach on the part of the British Council.
- c) Loss of profit, loss of business, business interruption or loss of business opportunity arising under or in connection with the contract.

15.4. Subject to clauses 15.1, 15.2 and 15.3, the British Council's liability in connection with the contract will be limited to the test fee paid by you for the Aptis ESOL test purchased under that contract.

15.5. The British Council will take all necessary measures to provide a continuous service, but the British Council cannot be held responsible for interruptions caused by circumstances beyond our control. If the Aptis test, the registration process or the results publication process is interrupted, cancelled, or delayed, we will ensure a normal service is resumed as soon as possible. The liability of the British Council in such circumstances will be limited to reimbursement of the test fee or postponement or change of the test date.

16. Other important terms

16.1 The British Council may transfer the contract (in whole or in part), or subcontract or delegate the delivery of Aptis ESOL test in any manner at its sole discretion to: (i) any separate entity controlled by the British Council or otherwise forms a part of the British Council group of entities; or (ii) any provider of outsourcing or third-party services that is engaged under a service contract to provide services to the British Council.

16.2. The contract is personal to you and so you cannot transfer any or all your rights or obligations under these terms to another person without the prior written consent of the British Council.

16.3. The British Council intends to rely upon these terms and any other terms or policies referred to in the online customer journey as being the entire contract between you and the British Council in relation to the Aptis ESOL test. To avoid any

misunderstandings about the content of the contract, please make sure that you ask for any changes, or additions, to the terms of the contract be put in writing by a British Council representative.

16.4. If the British Council does not insist immediately that you do anything you are required to do under these terms, or if the British Council delays in taking steps against you in respect of you breaching this contract, that will not mean that you do not have to do those things and it will not prevent the British Council taking steps against you at a later date.

16.5. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

16.6. The British Council hopes to make your experience of dealing with the British Council an excellent one and welcomes your comments, suggestions and details of satisfaction or dissatisfaction. If you have any comments or complaints in relation to the Contract, please refer to the **Complaints Page** and follow the procedure set out there.

16.7. The British Council may contact you or provide a notice referred to in this contract by sending you an email to the nominated email address provided by you during the online registration process

17. Contacting the British Council

17.1. If you have any questions, comments, or enquiries about the contract or the Aptis ESOL test, please contact our Shared Services at **esami@britishcouncil.it**

18. Special Terms & Conditions

These terms take precedence over British Council General Terms for Online Sale and Conditions and Terms and Conditions of use of Digital Content and apply to the Contract and form a legally binding part of the above Terms.

In the case of contracts entered by any of the British Council entities with end consumers who are normally resident in Italy:

1. In Italy, the British Council operates as a branch of the British Council in UK. The fiscal code is 80131350581esami@britishcouncil.it

2. Notwithstanding section 14.6 of Part 2: General Terms and Conditions of Sale, the laws of Italy will apply to the Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). For the avoidance of doubt, this Contract will be deemed to have been formed in Italy.

3. Notwithstanding section 14.8 of Part 2: General Terms and Conditions of Sale, if a complaint, dispute or claim is not successfully resolved through discussions between you and the British Council or through the European Commission online dispute resolution, the courts of Italy will have jurisdiction over any claim arising from, or related to, the Contract. This means that all claims relating to the Contract will be settled by a judge (or a number of judges) in a Spanish court; you may bring proceedings in your place of residence or any other relevant place, according to applicable local laws.

4. With regards to Data Protection, the following will apply:

The Controller of this personal data processing activity is the British Council: British Council Italia Via Ostiense n.92 – 00154 Roma

4.1. We process data for the following purposes:

4.1.1. The administration of exams, including registration, payment and exam session and evaluation; communication with the candidate, or their parent/guardian if candidate is under 18, about exam-related matters. We will keep data used for these purposes for a period of five years.

4.1.2. To manage special needs requirements. The candidate, or their parent if candidate is under 18, can voluntarily provide medical evidence about the test taker that will allow us to make suitable exam arrangements on the day of the examination, such as adapted systems or modified materials. We will keep this information until the exam results are issued.

4.1.3. Occasionally, we can also use your personal information to conduct surveys on customer satisfaction in relation to the service provided.

4.1.4. For research purposes and review of assessment content or to design new materials. The British Council Assessment Research Group (ARG) may occasionally use voice recordings from listening tests and written test responses, conveniently anonymised. In line with our corporate retention schedule, we will keep these recordings for up to 10 years. We will also keep you informed, if you have so requested, about our products, activities and services. We will remove your information from our marketing lists if you wish to unsubscribe from them.

4.1.5. To keep you informed, if you have so requested, about our products, activities and services. We will remove your information from our marketing lists when you unsubscribe from them.

4.2. Lawful basis for the processing of personal data:

4.2.1. The administrative tasks and communications related to the exam are legitimized by the delivery of the contracted service. The omission of any required personal information may impact on the delivery of such contracted service.

4.2.2. Processing of medical Information relevant to test adaptations for candidates with special needs is legitimized by test taker's written consent, or written consent from parents or legal tutors for test takers under 18 years old.

4.2.3. We rely on our legitimate interest to conduct of satisfaction surveys, in order to improve our product offer; the analysis, always anonymised, of exams already carried out, for the development and continuous improvement of our products; and finally, for the investigation of cases, possible or proven, of malpractice during the exam.

4.2.4. For promotional communications about our products and services based on your consent when ticking the relevant box during the registration process.

4.3. Recipients of your personal data:

4.3.1. British Council main establishment, for purposes exclusively related with our activity. You can find detailed information about our data protection policy in our corporate website www.britishcouncil.org/privacy.

4.3.2. Occasionally, test taker data, as well as test results, may be shared with Partner Institutions, such as Universities or education centres through which test taker registration was formalised, for their own legitimate purposes.

4.3.3. Local and corporate service providers that process data for the purposes described in section 11.2, under our contractually established instructions, including the obligation to adopt technical and organizational measures to ensure the security of such data

4.3.4. We use the standard contractual clauses of the European Commission to ensure an adequate level of protection in international data transfers with those global providers that are outside the European economic area.

4.4. Your rights when you provide your data

4.4.1. You have the right to access your personal data; to request correction of any inaccuracies in that information and erasure when the data is no longer necessary for the purposes for which it was collected. Also, to request restriction or to object to the processing of your data.

4.4.2. You are also entitled to withdrawing your consent at any time for any of the purposes for which you were asked to provide consent. Note that this shall not affect the lawfulness of the processing based on the consent provided prior to your withdrawal.

4.4.3. You can exercise your rights by contacting us at IGDisclosures@britishcouncil.org including some form of identity proof. We have

a period of thirty days to address your request. You can also request protection from your national data protection regulator.

4.4.4. Your personal data will be processed in accordance with the British Council corporate Privacy policy published [here](#)