

Terms and Conditions for Cambridge Assessment International Education & Pearson Edexcel Oct/Nov 2022 Exam submitted session.

By ticking the “**I Accept**” check box, you confirm that you understand that you, as a candidate over 18 years of age, or as parent/ legal guardian of a candidate under 18 years of age, are registering via the British Council’s Online Registration System to take the IGCSE and/or IAL exams with the British Council and the payment relating to your registration is directly between you and the British Council. All aspects of your registration relating to payment terms, refund, cancellation, and transfer are as per the British Council Policies stipulated below.

The British Council is the United Kingdom's international organisation for cultural relations and educational opportunities.

The British Council is registered in the UK as a charity and in Spain we are a foundation registered as the “Delegación en España de la Fundación British Council” with the Ministry of Education, Culture and Sports; Tax identification number; W0061076F and address; Paseo del General Martínez Campos 31, 28010, Madrid.

The British Council hosts [Cambridge Assessment International Education](#) and [Pearson Edexcel](#) examinations for private candidates.

It is the responsibility of the candidate, or parent / legal guardian registering on their behalf, to ensure that accurate and complete entry data (candidate details and subject) is submitted to the British Council. All entry amendments must be submitted to us before the registration deadline.

The British Council is responsible for administering the aforementioned examinations, including registration, fee collection and the actual administration and supervision of each exam paper. However, where qualifications include marks carried forward or similar, it is the candidate’s responsibility to ensure that all stages of the assessment process are completed directly with the examination board.

Examination design, content production and development; examination policy and regulations; exam session calendar and scheduling; approval of special arrangements for candidates with special requirements; approval of examination cancellation & refunds; assessment, marking and results production and distribution are the responsibility of the Cambridge Assessment International Education and Pearson Edexcel examination boards.

On-line applications must be submitted before the registration deadline. Applications received after the deadline will be subject to late entry penalty fees. After the deadline no further entries or changes to applications will be accepted, as per Examination Board Regulations.

I. ENTRIES

EXAM FEES

The examination fee shall be paid to British Council by bank transfer made within the registration period and [as stipulated by the British Council](#).

REGISTRATION – GENERAL PROVISIONS

Candidates, or parents/legal guardians registering candidates under 18 years of age, are required to complete the following stages when registering for a Cambridge Assessment International Education and Pearson Edexcel examination at a British Council office:

- Complete an on-line registration form.
- Pay the required fee according to instructions.
- Submit the following documents to the relevant British Council office within the established deadline, as indicated by the British Council and/or examination board:
 - a. Completed on-line registration form.
 - b. Proof of payment.
 - c. Relevant supporting documentation, if special arrangements are required by candidates with special requirements; either temporary, e.g. due to injury, or long-term, e.g. hearing, visual or specific learning difficulties. Please contact the Exams Team myexam@britishcouncil.es for further information.

Entries sent after close of registration or containing incomplete documentation will not be accepted.

Candidates not observing the above outlined procedures will not be registered with the examination board.

II. REFUNDS, TRANSFERS AND OTHER CHANGES

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

- 1.1. If a refund request is submitted no later than 14 calendar days from the registration date and before the examination date, as per online consumer rights of withdrawal, established by law, to be exercised in accordance with point 2.1 below. Such right of withdrawal expires after the mentioned 14 calendar days.
- 1.2. If a refund request is submitted before close of standard registration period but after 14 working days from the date of payment.
- 1.3. If absent from the examination for medical reasons or illness, where the period of enforced absence coincides with the time and date of the examination. This request will be submitted to the examination board, who will either approve or reject the refund application.

2. Required documents:

- 2.1. For refunds as outlined in 1.1. and 1.2. the candidate or parent/legal guardian registering and/or paying on their behalf should email a [Refund Request Form](#) together with proof of payment to the British Council exam centre by the stated deadline.
- 2.2. For absence as outlined in 1.3 the candidate or parent/legal guardian registering and/or paying on their behalf must send a medical certificate together with proof of payment and a [Refund Request Form](#) by email to the British Council exam centre by the stated deadline. The medical certificate should indicate the dates of enforced absence.

Medical certificate must be submitted, together with proof of payment, to the British Council exam centre where the candidate registered no later than one week after the exam date/dates.

3. The amount and form of refund:

If a candidate is entitled to a refund, the refunded fee will be repaid in the same way that the fee was originally paid, e.g. by bank transfer if the original fee was paid by bank transfer.

The candidate or parent / legal guardian registering on their behalf is entitled to an entire or partial refund under the conditions stated below:

- 3.1. A full refund of 100% of the submitted fee, for cancellations as outlined in 1.1.
- 3.2. A refund minus an administration fee of up to 25% of the exam fee applied, for cancellations or absence, subject to examination board refund approval.

Refunds are processed by the British Council within 14 calendar days of receipt of all correctly completed documentation – together with proof of payment.

TRANSFERS AND LOCATION CHANGES

On close of registration:

- a. Fees are not transferable from one exam to another, or from one candidate to another.
- b. Fees are not transferable to subsequent exam sessions.
- c. Candidates can change the centre where they wish to sit the examination only after they have received approval from the examination board and the centre to which they wish to transfer.
- d. Candidates can change the date of the examination only after they have received approval from the examination board and the centre where they registered for the exam.

III. EXAM ARRANGEMENTS

Candidates must:

- Be punctual.
- Bring a valid identity document (passport or national ID document).
- Bring personal stationary (pens, pencil, eraser, sharpener) and any permitted additional equipment or items required for the exam.

Candidates are not permitted to bring any electronic equipment to the exam venue. Mobile phones, Smart watches and/or any other electronic devices, are not permitted in the exam room. Any candidate using or in possession of these devices during the examination will be reported to the examination board with the likelihood of disqualification and withdrawal of examination result.

The British Council is not liable for the loss of any personal items left in any designated areas at the exam centre. Candidates are recommended, therefore, to not bring any expensive personal items to the examination.

Specific requirements and regulations established by the examination board will be also applied.

STATEMENT OF ENTRY, LOCATION AND TIMETABLES

Statements of entry, exam board rules and regulations will be sent by email as soon as candidate entries have been processed with the relevant examination board.

All information regarding location, test date and timetable, will be communicated to each candidate approximately **2 weeks** before the first exam to the email address provided during registration.

IV. RESULTS

Dates of issue of results and information on results are available from the examination board.

For those qualifications where various assessment components may contribute to the final overall result, the British Council takes no responsibility for administering any other assessment components, apart from those exams scheduled at a British Council centre. It is the sole responsibility of the exam candidate to liaise directly with the examination board to ensure that all other assessment components are completed correctly.

V. COMPLAINTS

All comments concerning the conduct of the examination should be directed by the candidate to the supervisor/test administrator immediately after the examination and also in writing by email to the British Council exam centre no later than two working days after the examination. Any complaints received outside this period or method will not be taken into consideration.

VI. LIABILITY OF THE BRITISH COUNCIL

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 the British Council will make every effort to resume normal service as soon as possible. In the aforementioned cases British Council liability is limited to re-testing at a later date or a refund of the registration fee, according to the relevant policy established by the examining board.

VII. DATA PROTECTION

All British Council Entities protect personal information in accordance with UK Data Protection Legislation and any local equivalent law if this is stronger.

With regards to data protection, the following will apply for exams administered and taking place in Spain:

The Controller of this personal data processing activity is the British Council: Delegación en España de la Fundación British Council (CIF: W0061076F), Pº del Gral. Martínez Campos, 31 (28010, Madrid) Tel.:913373500. DPOSpain@britishcouncil.es

We process data for the following purposes:

- The administration of exams, including registration, payment and exam session; communication with the candidate or their parent/guardian if candidate is under 18 about exam-related matters. We keep data used for these purposes for a period of five years.
- To send special needs requirements to the examinations board. The candidate or their parent, if the 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.
- On some occasions, we will also use your personal information to conduct surveys about customer satisfaction in relation to the service provided.
- We may also keep you informed about our products, activities and services. We will remove your information from our marketing lists if you wish to unsubscribe from them.

Lawful basis for the processing of personal data:

- Our lawful basis for using your information in connection with processing your registration and delivering the exam, including any service-related communications, is that it is necessary to perform the contracted service. If you choose not to provide any of the requested information, this may have an impact on the provision of the service.
- We will only use your medical information about special needs to make suitable exam arrangements based on your specific consent, or the consent of the parent if the test taker is under 18 years old.
- We rely on our legitimate interest for the following uses: conduct satisfaction surveys, in order to improve our product offer; and for the investigation of cases, possible or proven, of malpractice during the exam.
- We will process your personal information to send you information about our products, events and services based on your consent by ticking the appropriate box on the registration process.

Recipients of your personal data:

- British Council main establishment, for purposes exclusively related with our activity. You can find detailed information about our data protection policy in our corporate web www.britishcouncil.org/privacy.
- Examination Boards for all matters related to the test itself.
- Third parties providing services related with administrative and examination processes (registration and information management systems, financial management) with local and global contracts as Processors.
- Third parties providing email marketing services, with global contract as Processors.
- We use standard model contract clauses to ensure that the adequacy of personal data transferred internationally meets with General Data Protection Regulation (GDPR) requirements.

Your rights when you provide your data:

You have the right to access your personal data; to request the rectification of inaccurate data and, to request erasure when the data are no longer necessary for the purposes for which it was collected. You may also request the restriction of processing or object to the processing of your data.

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

You can exercise your rights by contacting us at DPOSpain@britishcouncil.es, including some form of identity proof. We have a period of thirty days to address your request. You also have the right to complain to the Spanish Data Protection Agency.

VIII. SAFEGUARDING POLICY

In our work, the British Council meets 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.

You can read our [Global Safeguarding Policy](#) in English.

IX. EQUALITY, DIVERSITY AND INCLUSION

Our work is based on building meaningful, enduring and respectful relationships across different cultures. We cannot do this without a strong commitment to equality, diversity and inclusion.

You can read more about our commitment to equality, diversity and inclusion including our global policy [here](#).