



## BLTC TERMS AND CONDITIONS Cambridge English Exams

By submitting your Registration (including by signing the Registration form or completing an online registration), you confirm that you have read and understood (i) these Terms and (ii) the Cambridge English Regulations (as published on the Cambridge English Support Site) that apply to the delivery of the Cambridge English exam at BLTC.

Your Registration is a contract directly between you and BLTC. All aspects of your Registration relating to payment, payment terms, refund, cancellation and transfer are governed by these Terms. For matters relating to exam delivery, the Cambridge English Regulations apply and shall prevail in case of any inconsistency (see clause 2.4).

### 1. Definitions

In these Terms, unless the context otherwise requires:

“**Terms**” means these BLTC Terms and Conditions.

“**BLTC**” means British Language Training Centre B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, with its statutory seat in Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 34175115, with its office at Prinsengracht 400, 1016 JB Amsterdam, the Netherlands.

“**Cambridge English**” means Cambridge University Press & Assessment (including Cambridge English).

“**Cambridge English Regulations**” means the Cambridge English Regulations as published on the Cambridge English Support Site.

“**Candidate**” means the natural person registered to sit an Exam.

“**Parent/Guardian**” means the legal representative of a Candidate under 18 (where applicable).

“**School/Organisation**” means the entity registering and/or paying on behalf of a Candidate.

“**Exam**” means the Cambridge English exam specified in the Enrolment Confirmation.

“**Exam Session**” means the specific exam administration for which the Candidate is registered.

“**Exam Fee**” means the total fee payable for the Exam Session.

“**Registration**” means the Candidate’s (or a School/Organisation’s) request to register for an Exam Session and BLTC’s acceptance as evidenced by the Enrolment Confirmation.

“**Registration Closing Date**” means the deadline after which registrations (and any permitted transfers) are no longer accepted.

“**Enrolment Confirmation**” means the email from BLTC confirming acceptance of the Registration, which forms the contract as referred to in clause 3.5.

“**Confirmation of Entry**” means the confirmation of entry and timetable sent prior to the Exam.

“**Refund Request**” means a request for refund submitted in accordance with clause 5.2.

### 2. Applicability, amendments and order of precedence

2.1 These Terms apply to all Registrations and Exams delivered by BLTC.

2.2 Any terms and conditions of the Candidate and/or any School/Organisation are excluded.

2.3 BLTC may amend these Terms from time to time; the amended version applies to Registrations

made after the effective date of the amendment.

2.4 In case of conflict: (i) for exam delivery matters, the Cambridge English Regulations prevail; (ii) the Enrolment Confirmation prevails over these Terms; and (iii) if BLTC provides any translation, the English text prevails.

### **3. Registration**

3.1 Cambridge English exams may be taken by an individual of any age, gender, race, nationality, religion, etc. Although they are designed for speakers of other languages, no language restrictions apply.

3.2 Candidates can take exams as often as they wish (but only once per exam administration), subject to the exam dates set by Cambridge English and scheduled by BLTC. Candidates can take different exams in the same week, for example, B2 First and C1 Advanced.

3.3 Candidates must take all components of an exam on the dates specified and it is not possible to take some components in one session and the rest in another session.

3.4 BLTC will confirm its acceptance, in the form of an email from our test centre, of your Registration Request for the relevant Exam Session.

3.5 The contract between you and the BLTC will only be formed when you are sent the Enrolment Confirmation. BLTC will not send the Enrolment Confirmation until the Exam Fee has been paid in full.

3.6 The contract between you and the BLTC is formed in the English language.

3.7 The BLTC reserves the right not to accept Exam Registrations after the registration period for the relevant Cambridge English Exam session has closed or if BLTC has reached the maximum capacity for a session. The BLTC also reserves the right to cancel an exam if the minimum required number of candidates is not reached. BLTC may also change the venue and/or timetable of an Exam Session (including the Speaking test) for operational reasons or at Cambridge English's request.

BLTC will notify candidates as soon as reasonably practicable. In this case, candidates may choose either (i) a transfer to an alternative session offered by BLTC (subject to availability) or (ii) a full refund of the exam fee.

3.8 Should you need your exam results for VISA/immigration purposes, please contact BLTC at the time of Registration.

3.9 Your registration is valid for one session only. Transfers may be possible before the Registration Closing Date, subject to the Cambridge English Regulations and availability at BLTC. Any transfer request must be received by BLTC before the Registration Closing Date. Transfers to another exam type or venue are not possible.

Registrations are personal and cannot be transferred to other individuals.

### **4. Fees**

4.1 Fees may change from time to time, but this will not affect any Registration confirmed by an Enrolment Confirmation. All fees are stated in euros and include VAT where applicable.

4.2 Payment for your Registration must be made in advance to BLTC's bank account or another available payment method. Schools or organisations that register candidates will receive an invoice. Unless stated otherwise, invoices are payable within 14 days from the invoice date.

4.3 The registration will not be confirmed until (i) the registration fee has been paid in full and (ii) where applicable, the School/Organisation has returned any signed agreement requested by BLTC.

## **5. Refund**

### **5.1. Conditions of refunds**

Except as set out in clause 3.7 and this clause 5, the Exam Fee is non-refundable. A refund of the examination fee is possible only under the following conditions:

5.1.1. if a refund request is submitted no later than 14 calendar days from the date of the Enrolment Confirmation as a consequence of the right of withdrawal established under the law, to which candidates registering online are entitled, and which should be exercised in accordance with clause 5.2.1.

This right of withdrawal expires 14 calendar days after that date. If mandatory information on the right of withdrawal has not been provided, the withdrawal period may be extended under applicable law.

5.1.2. if a refund request is submitted before close of registration but after the expiry of the statutory withdrawal period (if applicable),

5.1.3. if absence during the examination occurred on medical grounds or illness, on condition that the period of absence includes the time of the written test.

5.1.4. No refund is due if the Candidate does not attend the Exam (including late arrival), except as set out in clause 5.1.3.

### **5.2. Required documents:**

5.2.1. In the case of refunds described in points 5.1.1. and 5.1.2. you or the person/institution that submitted the fee on your behalf, must email a Refund Request together with proof of payment to the BLTC exam centre by the stated deadline.

5.2.2. In the case of absence described in point 5.1.3 you or the person/institution that submitted the fee on your behalf, must email a medical certificate together with proof of payment and a Refund Request to the BLTC exam centre by the stated deadline. The medical certificate should indicate the dates when you were indisposed.

5.2.3. The documents mentioned must be submitted, together with proof of payment, to the BLTC within 7 calendar days after the written test you were registered for.

### **5.3. The amount and form of refund:**

5.3.1 If you are entitled to a refund, the refunded money will be returned to your bank account. You or the person/institution that submitted the fee on your behalf is entitled to an entire or partial refund under the conditions stated below:

5.3.2. In the case described in point 5.1.1. a refund of 100% of the submitted fee.

5.3.3. In the case described in point 5.1.2. a refund of the Exam Fee less a non-refundable administration fee of EUR 40 per Registration.

5.3.4 In the case described in point 5.1.3 candidates can request a full refund or a transfer to a future session (subject to the Cambridge English Regulations and availability), provided the exam fee was fully paid.

5.4 Refunds will be made within 14 calendar days of the receipt of the full set of correctly completed documentation – together with proof of payment.

## **6. Photo ID**

6.1 Each candidate must bring a physical photo ID on the exam day. The ID must include a photo, the candidate's full name and date of birth. The ID must be original and unexpired.

Digital/electronic ID is not accepted.

6.2 Candidates aged 18 or over and taking the exam within their country of permanent residence

must use a government-issued photo ID such as a passport, National ID, Residence Permit, or Driving Licence.

6.3 Candidates aged 18 or over and taking the exam in Europe outside of their country of permanent residence must present a passport on the exam day, unless they are a permanent resident of a European Union or Schengen area country and taking the exam in another European Union or Schengen area country, in which case they can use a government-issued National ID instead.

6.4 A candidate intending to take the exam for immigration purposes is responsible for bringing an ID that the relevant immigration authority accepts and that they present the same ID on exam day.

6.5 If a candidate does not bring their ID on the exam day, the BLTC may not allow them to take the exam, or they may not receive a result. Candidates aged 17 or under who do not have suitable ID must contact BLTC before the registration closing date to agree an alternative identification method (if available) in accordance with Cambridge English regulations.

## **7. Test day photography**

7.1 Test day photos are mandatory for B2 First, C1 Advanced, and C2 Proficiency exams and are one way to check identity. By registering for these exams, a candidate, or their parent/guardian understands that a test day photo will be taken. The list of exams with mandatory test day photo is subject to change and if so BLTC will notify candidates about procedures.

7.2 If a candidate, or their parent/guardian, declines a mandatory test day photo the candidate may not be allowed to take the exam.

7.3 The photo will be added to the Results Verification Service ([cambridgeenglish.org/verifiers](http://cambridgeenglish.org/verifiers)). Candidates decide who can access it by sharing their result via Results Service for candidates or by sharing their Verification Number with their chosen institution.

7.4 Cambridge English may also use the photo and passport/ID number for malpractice checks.

## **8. Taking the exam**

8.1 BLTC will inform candidates (normally) approximately one week before the Exam where and when their Exam will take place. BLTC may change the venue and/or timetable if required for operational reasons or at Cambridge English's request; BLTC will notify candidates as soon as reasonably practicable. This will be in a Confirmation of Entry and Timetable which the candidate must check carefully, including name spelling, date, time and place for the exam. Any incorrect name spelling or other details must be reported to the BLTC immediately.

8.2 It is not possible to choose or change the Speaking test date; it is the candidate's responsibility to check the Speaking dates and avoid clashes with other commitments.

8.3 Candidates who arrive late may not be allowed to take the exam.

8.4 Key regulations on what candidates can and cannot do during the exam are in the applicable Notice to Candidates.

A copy of this Notice to Candidates will be provided with the Confirmation of Entry.

8.5 Candidates must be well behaved and respectful while on the premises of the exam venue.

## **9. Malpractice**

9.1 Any candidate not following Cambridge English regulations and the BLTC instructions, or whose behaviour is disruptive, may not be allowed to take or finish their exam and/or may be subject to Cambridge English Malpractice procedures as per details on

cambridgeenglish.org/help/malpractice. Information on enquiries and appeals is available via Cambridge English and can be requested through BLTC.

9.2 Candidates are not entitled to a refund if their results are cancelled or withheld due to suspected malpractice.

## **10. Special needs**

10.1 For candidates with special needs (e.g. hearing difficulties), it is possible to make arrangements for extra time, large print, or Braille. Requests for access arrangements (including for dyslexia or other learning differences) will be handled in accordance with Cambridge English regulations and require supporting medical evidence. Candidates must send their special needs requests when sending their registration form accompanied by medical evidence. This should be done no later than the registration closing date. Late requests may not be accepted.

## **11. Results**

11.1 Cambridge English aims to issue results within scheduled timeframes. For most exams the results will be available from Results Service for Candidates by the scheduled date. Candidates need to register to access this website. Registration details can be found in the Confirmation of Entry and Timetable.

11.2 Information about a candidate's performance in individual exam components is limited to what is contained in the Statement of Results. Cambridge English will give no further information to candidates, schools or the BLTC.

11.3 Under no circumstances will Cambridge English return work done by candidates or allow candidates, schools or BLTC to view candidates' answers, or any other work done as part of an exam.

11.4 Candidates that failed the exam can register again. Candidates will pay the full exam fee and have to re-sit all papers. It is not possible to re-sit part of the exam.

## **12. Certificates**

12.1 Certificates are sent to candidates by registered post, approximately 6 weeks after the release of results.

12.2 A candidate who has lost a certificate can apply for a Certified Statement of Results, for which a fee is charged. Contact BLTC for more information.

12.3 Unclaimed certificates will be destroyed after one year.

## **13. Data Protection**

13.1 If you register for or take a Cambridge English exam, all Personal Data will be processed in accordance with Cambridge's Candidate Privacy Notice available on <https://www.cambridge.org/legal/candidate-privacy-notice>

13.2 BLTC processes personal data with due care and in accordance with the EU General Data Protection Regulation (GDPR). Personal data are processed to organise and deliver the exam, to communicate with candidates, and to administer registrations, payments and results. Where necessary, BLTC shares personal data with Cambridge English and service providers involved in exam delivery. BLTC's privacy notice (including how to exercise your GDPR rights and how to

contact BLTC) is available on the BLTC website.

#### **14. Complaints**

14.1 Any complaints relating to the delivery of the exam should be submitted to BLTC first, in writing (email is sufficient), with a clear description of the complaint.

14.2 BLTC will acknowledge receipt and indicate a target date for a substantive response.

14.3 If the complaint cannot be resolved amicably, the parties may submit the dispute to the competent court in Amsterdam, the Netherlands, without prejudice to any mandatory consumer protection rules.

#### **15. Late payment (invoices)**

15.1 If you (or your school/organisation) fail to pay an invoice by the due date, you will be in default after a reminder granting a reasonable period (at least 14 days) to pay.

15.2 After default, statutory interest and reasonable extrajudicial collection costs may be charged (minimum EUR 40), unless prohibited by mandatory law.

#### **16. Liability and force majeure**

16.1 To the extent BLTC is liable, BLTC's liability is limited to direct damages and in any event capped at the exam fee paid for the relevant registration.

16.2 Nothing in these Terms excludes or limits liability for death, personal injury or damage to property caused by BLTC, or for BLTC's wilful misconduct or gross negligence.

16.3 BLTC is not liable for any failure or delay caused by circumstances beyond its reasonable control (force majeure). In case of force majeure, BLTC will use reasonable efforts to mitigate the impact.

16.4 These Terms do not affect your mandatory statutory rights (including under Dutch consumer law

#### **17. Governing law**

17.1 These Terms and any agreement to which they apply are governed by Dutch law, unless mandatory law provides otherwise.

17.2 Any disputes shall be submitted to the competent court in Amsterdam, the Netherlands, unless mandatory law provides otherwise.

#### **18. Miscellaneous**

##### **18.1 Notices and communications**

Any notices and other communications under these Terms may be given by email, unless mandatory law requires another form. Candidates and Schools/Organisations must ensure that contact details provided to BLTC are accurate and kept up to date.

##### **18.2 Severability**

If any provision of these Terms is or becomes invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

#### **18.3 No waiver**

A failure or delay by BLTC to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

#### **18.4 Assignment**

The Candidate may not assign or transfer any rights or obligations under these Terms without BLTC's prior written consent. BLTC may assign its rights and obligations to a legal successor (including by merger or transfer of business).

#### **18.5 Entire agreement**

These Terms, together with the Enrolment Confirmation and the applicable Cambridge English Regulations, constitute the entire agreement relating to the Registration and the Exam Session.