

# Aptis

## Terms and conditions of sale for Aptis tests for use only in Thailand.

### Introduction

#### 1. About these terms

- 1.1. These terms apply to any purchase of Aptis tests from the British Council through a Test taker portal or platform (the '**Test taker portal**').
- 1.2. Please read these terms carefully before you submit your order. By clicking '**I agree to the Terms and conditions of sale**' before placing an order, you are confirming that you agree to be bound by these terms. If you do not accept these terms, you will not be able to register for any Aptis tests from the Test taker portal.
- 1.3. These terms apply to exams managed in Thailand.

***Please pay particular attention to the cancellation terms set out below.***

- 1.4. These terms are structured in the following parts (in addition to this introduction):

| <b>Part</b> | <b>Title</b>                 | <b>Description</b>               |
|-------------|------------------------------|----------------------------------|
| Part 1      | Definitions                  | These terms apply to all orders. |
| Part 2      | General terms and conditions | These terms apply to all orders. |

#### 2. About the British Council

- 2.1. The UK Charity operates in different countries through a local branch and/or affiliated offices as well as locally incorporated subsidiaries (which together, including the UK Charity, are '**British Council entities**').
- 2.2. The Test taker portal is run by the UK Charity, but the Aptis tests are sold either by the UK Charity or another British Council entity. The Test taker portal will clearly indicate to you whether the UK Charity or another British Council entity is selling the Aptis test to you – the entity selling the Aptis test will enter into the contract with you for the supply of that Aptis test and will be the 'British Council' for the purposes of these terms.

# Part 1

## Definitions:

### 1. Definitions and interpretation:

The following definitions and rules of interpretation apply in these terms.

#### 1.1. Definitions:

**Aptis test** means the British Council's assessment tool used to test all four English language skills (speaking, listening, reading and writing or any parts thereof) as further described in [www.britishcouncil.org/aptis](http://www.britishcouncil.org/aptis).

**British Council** means the UK Charity or other British Council entity selling the Aptis test to you as notified to you in the Test taker portal and the order confirmation.

**British Council entities** is defined in the introduction to these terms.

**Cancellation policy** British Council is not offer the cancellation. However, the candidate can request the postpone to the new exam date.

**Complaints** The candidate can contact customer service at [Examinations@britishcouncil.or.th](mailto:Examinations@britishcouncil.or.th) to feedback, comments and complaints.

**Contract** means the legally binding contract between you and the British Council on these terms.

**Test fee** means the fee paid by you for the Aptis test.

**Test centre** means the location where the Aptis test will be held.

**Test date** means the date of the Aptis test purchased under these terms.

**General terms and conditions** means the terms set out in Part 2 of these terms.

**Test taker portal** is defined in the introduction to these terms.

**Account creation confirmation** means the order acknowledgement displayed to you in the Test taker portal and which shows that the British Council has received your order and is processing it.

**Payment confirmation** means an order confirmation emailed to you in accordance with clause 1.3 of the General terms and conditions.

**Payment processor** means the British Council's designated third-party payment gateway provider for smart QR code. Another payment optional is by credit card.

**Test taker report** means the certificate of the Aptis test.

**UK Charity** means the British Council entity incorporated in England and Wales by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SC03773 in Scotland), whose registered office is at 10 Spring Gardens, London, SW1A 2BN.

**TAX** means any applicable value added or sales tax.

**You** mean the person agreeing to these terms and 'your' will be construed accordingly.



## 1.2. 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.

## Part 2

# The General terms and conditions

## 1. How the contract is formed

- 1.1. The pages of the Test taker portal will guide you through the steps you need to take to register for an Aptis 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. By submitting an online registration for an Aptis test through the Test taker portal, you confirm that you are at least 18 years of age. If the person who is going to take the Aptis 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 test.
- 1.3.
  - a) Once you have submitted your order you will receive an account creation confirmation stating that the British Council has received your registration and is processing it.
  - b) Once the payment processor receives a legitimate payment for the Aptis test into its designated bank account, or payment is otherwise made in accordance with these terms, your payment confirmation will be emailed to you.
- 1.4. The account creation confirmation confirms the British Council's acceptance of your registration, and the contract will only be formed, and become legally binding, when the account creation confirmation is provided to you.
- 1.5. Where a registration deadline is set with regard to a specific test date, the British Council reserves the right not to accept registrations after the registration deadline.
- 1.6. Details regarding the Aptis 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 payment confirmation by email in accordance with clause 6.1.

## 2. How to pay

- 2.1. All test fees for Aptis tests offered through the Test taker portal will be displayed on the Test taker portal. All test fees is inclusive VAT. incurred by the British Council for use of debit or credit cards unless otherwise stated. Test fees may change from time to time, but this will not affect any registration which has been confirmed by an account creation confirmation.
- 2.2. The Test taker portal will state the methods of payment by credit or debit card and the third party of payment processor affiliated to the Test taker portal.
- 2.3. Payments by credit or debit card and Smart QR code 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 test and the British Council may prevent you from taking the Aptis 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 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 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. 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 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 16.1 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 time period, we will refund the sum due to you.

### 4. Cancellation by you

- 4.1. There is no cancellation policy unless the clause in 4.2.
- 4.2. Transfer test date, you can request the transfer in advance 14 days. Depends on available time within the accredited country free of charge. In case that the request is less than 14 days, the candidate need to make a new registration, also non-refundable.
- 4.3. Under special circumstances, such as a death in the family of serious health issues relating to you or your family member, a free refund / transfer will be granted provided you submit relevant documents within 4 weeks after the test date. Provided the special circumstance apply, if you still wish to sit a test, a free transfer is possible to any selected time/venue/location within the accredited country.
- 4.4. To exercise the right to cancel, please contact [Examinations@britishcouncil.or.th](mailto:Examinations@britishcouncil.or.th).
- 4.5. The British Council will make the repayment using the same means of payment as you used for the initial transaction.
- 4.6. The British Council is under a legal duty to supply services that are in conformity with this contract. As a consumer, you have legal rights in relation to services that are not as described - you may have a legal right to end the contract (or to get the service re-performed or to get some or all your money back). These legal rights are not affected by anything in these terms. Advice

about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office or local equivalent.

## 5. Changes to the Aptis test or test date

- 5.1. The British Council will ensure that the Aptis test is delivered in all material respects as described on the Test taker 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 test materially.
- 5.2. The British Council expects you to take reasonable care to satisfy yourself that the Aptis test will meet your needs. The British Council does not guarantee that you will obtain any particular result from the Aptis test.

## 6. Test date regulations

- 6.1. You will receive payment confirmation with details of the Aptis test including the address of the test centre, test date, timetable via email straight after you've paid for the Aptis test on the Test taker portal. If you do not receive the payment confirmation, you should contact your test centre immediately. If you do not attend the Aptis test because you did not receive the payment confirmation and this was not reported to your test centre, you will not be entitled to a refund of the test fee.
- 6.2. You should arrive at least 15 minutes before the start time of the Aptis test. If you arrive late, you may be denied admission to the Aptis test. Late arrival is not allowed to the exam.
- 6.3. You must show your official, original and valid identity document (which must include a recent photo). Such documents may include:
  - 6.3.1. **Valid** National Identity card.
  - 6.3.2. **Valid** Passport.
  - 6.3.3. **Valid** driving license.
- 6.4. If you do not bring an official, original and valid identification document as specified in clause 6.3, you will not be able to take the Aptis test and will not have the right to request a refund of the test fee.
- 6.5. If you are under 18 years of age you will be required to bring a consent form signed by your parent or legal guardian in order to leave the test centre upon completion of the Aptis test. You must contact your centre to get the form.
- 6.6. We recommend that you do not bring any non-essential material to the Aptis test. We remind you that electronic devices, including mobile phones, smart watches, digital recorders, tablets and cameras etc. are prohibited in the test room.
- 6.7. In the event that, during the Aptis test, an incident occurs that you consider may have affected your work, you must inform the supervisor or invigilator of the Aptis test before you leave the test centre. You must also contact the test centre in writing within 12 hours after the Aptis test.
- 6.8. At the end of the Aptis test you should leave all the Aptis test materials in the test room. If you try to extract any material from the test room, you will not receive a Test taker report.
- 6.9. You must behave according to the rules set out on the test date of the Aptis 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.
- 6.10. All components of the Aptis 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.

## 7. Malpractice

- 7.1. You must not engage in any form of malpractice that could damage the integrity and/or safety of the Aptis test. Malpractice includes, but is not limited to, the following:
  - 7.1.1. attempts to copy in any way, including copying the work of another candidate or using notes of any kind or any device;
  - 7.1.2. attempts to help another candidate to copy;
  - 7.1.3. impersonating another candidate or having another candidate impersonate you;
  - 7.1.4. interrupting the Aptis test in any way;
  - 7.1.5. using inappropriate language during the test or in writing and speaking test components; and
  - 7.1.6. altering the data contained in the Test taker report.
- 7.2. 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 Test taker report.

## 8. Results

- 8.1. Your results will be available within 5-7 working days after the test date. Once the results are available online, an automated email will be sent to an email address you've used to book a test notifying about the results release and advising to log on and check your score.
- 8.2. We carry out exhaustive quality controls before the publication of results. However, please note that no result enquiry service is offered as of now.
- 8.3. The copyright of all Aptis tests is the property of the British Council. The British Council does not allow you, test centres or institutions to see or review the answers of the marked Aptis tests.
- 8.4. Results may not be available within 5-7 working days after the test date in the event that the British Council decides that a revision or investigation of any aspect associated with the Aptis 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 test.
- 8.5. You acknowledge that in certain circumstances your Test taker report, score and name may be shared with your recognising institution, and you consent to this.

## 9. Test taker report

- 9.1. You will be delivered with a online certification.
- 9.2. Test taker report 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.
- 9.3. The British Council will deliver the Test Taker report in online version.
- 9.4. If you need to send a Test taker report 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 take into account 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.

9.5. A recognising institution (government, business, school, university, etc) can verify your results by following these steps:

9.5.1. A recognising institution contacts the local test centre where you sit the test asking for a results verification.

9.5.2. Aptis test administrator log in to Aptis Admin and print a downloadable Test taker report in a pdf format with your results and their explanations and send it to the recognising Institution by email.

Although you can print out your Test taker report from your account on Test taker portal, this can't be used as a verification method.

## 10. Data protection

10.1. 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.

10.2. Your personal data will be processed in accordance with the Privacy policy published here: [www.britishcouncil.org/privacy](http://www.britishcouncil.org/privacy) (the 'Privacy policy').

## 11. Child protection

11.1. The British Council believes that all children have potential and that every child matters everywhere in the world. The British Council affirms the position that all children have the right to be protected from all forms of abuse as set out in article 19, UN Convention on the Rights of the Child.

## 12. Your obligations

12.1. You must:

- a) at all times behave with honesty, integrity and show courtesy, consideration and respect to others when undertaking the Aptis test;
- b) prepare for the Aptis test as reasonably required by the British Council;
- c) attend or otherwise access all sessions and other activities which form part of the Aptis test (subject to absence for medical or other agreed reasons); and
- d) respect the confidentiality of all information that you acquire in connection with the Aptis test.

12.2. Without prejudice to clause 6.10, the British Council reserves the right to refuse admission or deny you access to the Aptis 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 candidates, 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 test is prohibited.

### **13. Intellectual property**

- 13.1. The copyright and all other intellectual property rights in all Aptis 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 tests or distribute the Aptis tests via internet or intranet or disclose or permit the disclosure or sell or hire the same to third parties.

### **14. The British Council's liability to you**

- 14.1. 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.
- 14.2. Subject to clause 14.1, 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 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 test.
- 14.3. Subject to clause 14.1, 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; or
  - c) loss of profit, loss of business, business interruption or loss of business opportunity arising under or in connection with the contract.
- 14.4. Subject to clauses 14.1, 14.2 and 14.3, the British Council's liability in connection with the contract will be limited to the test fee paid by you for the Aptis test purchased under that contract.
- 14.5. 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.

### **15. Other important terms**

- 15.1. The British Council may transfer the contract (in whole or in part), or subcontract or delegate the delivery of Aptis 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.

- 15.2. The contract is personal to you and so you cannot transfer any or all of your rights or obligations under these terms to another person without the prior written consent of the British Council.
- 15.3. 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 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. The British Council will always honour any mandatory laws (including any mandatory consumer protections) that apply in the country where you are normally resident. Subject to this, the laws of England 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 is deemed to have been formed in England unless the Special terms and conditions and/or mandatory law state otherwise.
- 15.7. 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 (see the definition of “Complaints Page” for further details) and follow the procedure set out there.
- 15.8. If a complaint, dispute or claim is not successfully resolved through discussions between you and the British Council, the courts of England will have non-exclusive jurisdiction over any claim arising from, or related to, the Contract. This means that all claims relating to the Contract can be settled by a judge (or a number of judges) in an English court but you or the British Council may, alternatively, bring proceedings in your country of residence or any other relevant country.
- 15.9. The British Council may contact you or provide a notice referred to in this contract through the Test taker portal or by sending you an email to the nominated email address provided by you during the online registration process.

## 16. **Contacting the British Council**

- 16.1. If you have any questions, comments or enquiries about the contract or the Aptis test, please contact the British Council at your local British Council office, details for which can be found at [Examinations@britishcouncil.or.th](mailto:Examinations@britishcouncil.or.th) by clicking the British Council Worldwide option, selecting your country and using the ‘Contact us’ link at the bottom of the page.



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