

General terms and conditions for participating in the Cambridge English exams

§ 1 Scope and general information

(1) The following conditions apply to all contracts between persons who wish to take certification exams in English as non-native speakers (hereinafter referred to as "*candidate*") and forum thomanum accademia GmbH (hereinafter referred to as "*accademia*") concerning the carrying out, acceptance and certification of exams, which Cambridge English Language Assessment (hereinafter referred to as "*Cambridge Assessment English*") offers and is responsible for.

(2) *accademia* is an exam centre authorised by *Cambridge Assessment English*. It has no influence on the content of the respective examinations. The content of the exams, as well as certification, is carried out by *Cambridge Assessment English*. *accademia* provides the exam rooms and ensures that the exams are carried out and marked by examiners trained in accordance with *Cambridge Assessment English* specifications.

§ 2 Registration and conclusion of the contract

(1) The contract is concluded through acceptance of the *candidate's* registration through *accademia*.

(2) Sending off the fully completed registration form acts as the registration for participation in, the implementation of and the marking of the exam. The registration is binding subject to the right to revoke the contract and the cases regulated in these conditions of participation in accordance with § 8.

(3) Only the confirmation of participation sent to the *candidate* by e-mail by *accademia* constitutes acceptance of the offer. Registration does not automatically grant a legal claim to confirmation of participation.

(4) The confirmation of participation is exclusive to that person and non-transferable. The registration for a particular exam cannot be transferred to another exam.

(5) In order to receive a confirmation of participation, the registration must take place at least 8 weeks before the respective exam date (closing date for registration). Later registrations will only be considered when free spaces are available in addition to the payment of late fees § 10(1).

(6) Any disabilities or special requirements (e.g. additional time) should be mentioned by the *candidate* at the time of registration and as early as possible. *accademia* will then consider various options and request the appropriate assistance from *Cambridge Assessment English* to enable the exam to take place. The *candidate* will then be informed whether it is still possible to take the exam on the requested date.

(7) If the registration is made by a legal entity representing several *candidates* as a collective registration, the name, date and place of birth as well as the address of the respective *candidates* must be stated in full on the registration.

(8) In case of participation of minors, the registration has to be made by their legal custodians.

§ 3 Changes to the exam date and the exam centre

(1) We reserve the right to make changes to the location of the exam centre and the exam time stated in the application at any time. In particular, *accademia* reserves the right not to hold the exam at a specific exam centre if the minimum number of participants is not obtained.

(2) The reason for the change and the details of a new exam centre and a new exam time will be announced by *accademia* to the *candidates* by e-mail in good time prior to the exam.

(3) Cancellation or rebooking by the *candidate* is possible under the circumstances of changes made to the exam centre and exam time if the *candidate* can reasonably demonstrate that he/she is prevented from participating solely on the grounds of the change made to the exam centre or exam date.

§ 4 Procedure and implementation of the exam

(1) In good time before the exam, the *candidate* will receive confirmation by e-mail of their participation directly from *Cambridge Assessment English*. He/she will also receive an invitation to the exam from *accademia* by e-mail with all important information regarding the exam.

(2) If the *candidate* has not received the documents according to § 4 (1) two weeks before the exam is due to take place, he/she should contact *accademia* about this matter.

(3) If the *candidate* is in arrears with the payment of the fee, then participation is not possible.

(4) The *candidate* must arrive at the exam centre on time on the day of the exam. If he/she is late for part of an exam, further participation in the exam or exclusion from the exam is at the discretion of the invigilator. In case of exclusion from the exam, a refund of the fee paid is not possible.

(5) Admission to the exam will only be granted upon presentation of the documents mentioned in § 4 (1), as well as presentation of an original valid photo ID document or original passport. **The *candidate* is not allowed to take the exam without a valid identity document.** In this case, the exam fees will not be refunded.

(6) *Candidates* must bring their own pens, pencils, etc. required for the exam.

(7) *Candidates* are prohibited from using or having electronic devices within reach (e.g., laptops, tablets, smart watches, mobile phones, smart phones, cameras or similar) during the exam. The same applies to wrist watches. The *candidate* must ask *accademia* before the exam about where they can safely store such items during the exam. *accademia* is not liable for any such stolen or damaged items.

(8) Invigilation of the exam is carried out by invigilators instructed by the service provider for this purpose. In the event of attempted cheating by a *candidate*, the invigilator is entitled to exclude the *candidate* from continuing the exam. A violation of the regulations of § 4 (7) is also considered as attempted cheating. A refund of the exam fees is excluded in the case of exclusion from participation in the exam.

(9) The service provider reserves the right to take a photo of the *candidate(s)* on the day of the exam (so-called "test day photos") for *Cambridge Assessment English* and for certain exams as proof of identity. In this case, the exam can only be taken if the *candidate* also agrees to having their photo taken. If the *candidate* is a minor, the declaration of consent from the legal custodian is also required.

(10) The photo, together with the exam results, will only appear on the results verification site cambridgeenglish.org/verifiers. It is up to the *candidate* to decide who can access this page. Photos are taken using special software provided by Cambridge English Language Assessment. The photos are safely stored and only authorised staff at Cambridge English Language Assessment exam centres have access to the images and files, which are protected by passwords. Additionally, all files are encrypted to ensure the highest standards of security. Once the photos have been uploaded to secure Cambridge English Language Assessment websites, all local copies of the encrypted files will be deleted.

(11) *accademia* will ensure that the exam takes place and will provide the exam papers.

§ 5 Copyright

Cambridge Assessment English holds the copyright to all exam papers and materials. *Candidates* are prohibited from unauthorised disclosure or use of these and are not permitted to take exam papers, materials or notes out of the exam room or to publish exam content on websites or social media.

§ 6 Announcement of results and issuing of certificates

- (1) *Candidates* can access their exam results online approximately 4 to 6 weeks (currently 6 to 9 weeks due to the Covid-19 pandemic) after their exam date. This is subject to an orderly processing by *Cambridge Assessment English*.
- (2) Further details, as well as individual access information for retrieving exam results, will be provided by *accademia* in an e-mail according to § 4 (1).
- (3) The certificates will be sent approx. 3 weeks after the exam results have been announced by *Cambridge Assessment English*. *accademia* will forward the certificates to the *candidate* by registered mail and without undue delay.

§ 7 Lost or damaged certificates

- (1) Replacement certificates will only be issued in the name of the respective *candidate* and only in the case of his/her successful participation in the exam.
- (2) If a certificate is damaged when it is sent to the *candidate*, *Cambridge Assessment English* will issue a replacement certificate. The request must be sent by post to *accademia*, enclosing the original certificate. If the request is received by *accademia* within 6 months of the certificate being issued by *Cambridge Assessment English*, no fees will be charged for re-issuing the certificate. If the application is made 6 months after the certificate was first issued, the *candidate* must pay a fee of EUR 50 in addition to the costs charged by *Cambridge Assessment English* for reissuing the certificate, when making the application. *accademia* will only forward the application on receipt of payment.
- (3) In the event of a certificate being lost in the post, the *candidate* is entitled to apply for a replacement certificate within 12 months of the original being dispatched. After that, *Cambridge Assessment English* will only issue an attestation of the certificate. If the loss does not occur through postage, the *candidate* is only entitled to apply for a replacement certificate.
- (4) The *candidate* must enclose sufficient evidence of the loss with the application and send it by post to *accademia*.

§ 8 Cancellation, rebooking and termination

- (1) A change to another exam or another exam date can only be made in writing or by e-mail at the latest 6 weeks before the exam date stated on the registration form. After that, the exam fee is due in full, even in the case of non-participation, with the exception of not being able to participate on the grounds of illness.
- (2) In case of illness, the *candidate* is entitled to withdraw from the exam. The inability to take the exam must be documented by a medical certificate no later than 14 days after the exam date. It is only then that a refund of the fee is possible subject to recognition by *Cambridge Assessment English*. The refund of the exam fees will be made after confirmation by Cambridge Assessment Language after deducting administration fees according to § 10 (3).
- (3) If the inability to take the exam occurs during the exam, the *candidate* is obliged to see a doctor immediately and to obtain a medical certificate. Otherwise, the provisions of § 8 (2) apply.

§ 9 Exam fees, due date and arrears

- (1) The exam fee is due upon registration.
- (2) The exam fees applicable at the time of registration apply to the exams. These are shown on the website of *accademia*.
- (3) Payment should be made by a SEPA direct debit, by a timely bank transfer or by credit card.

All transfers should be made to the following bank account:

Account holder: forum thomanum accademia GmbH

Reason for payment: name + exam + exam date

Commerzbank Leipzig

IBAN: DE49 8604 0000 0373 7327 00

(4) Payment includes the registration and participation in the exam. Furthermore, it also includes the preparation and mailing of a single copy of the certificate. Any travel, accommodation or food expenses are not covered by this payment.

(5) If the *candidate* is in arrears with his/her payment, *accademia* is entitled to charge reminder fees of EUR 5 for each reminder, including VAT at the statutory rate.

(6) If the *candidate* is in arrears with his/her payment and does not meet this obligation by the day of the exam, *accademia's* claim to the full payment remains valid.

§ 10 Additional fees

(1) For registrations after the closing date, an additional fee ("Late Entry Fee") of EUR 50 including VAT at the statutory rate, will be charged together with the invoice.

(2) A fee of EUR 50 including VAT at the statutory rate, plus the costs invoiced by *Cambridge Assessment English* will be charged for issuing a new or replacement certificate.

(3) For a refund of the exam fee in the event of illness, an administration fee of EUR 50 including VAT at the respective statutory rate, will be charged.

§ 11 Participation of minors

(1) The supervision of minors remains the responsibility of the legal custodians on the way to and from the exam centre as well as at the exam centre itself.

(2) Before the start of an exam, underage *candidates* must hand the invigilator a declaration of consent signed by (both) legal custodians.

§ 12 Customer's right to revoke the contract

Further details on the right to revoke the contract can be found in the revocation instructions, which are listed separately when registering for the exam and which can be downloaded separately.

updated: August 2022

Revocation instructions

As a consumer registering by means of distance communication (letters, fax, online), you have a statutory right of withdrawal according to § 13 BGB (German Civil Code).

Right to revoke the contract:

You may revoke your contract within 14 days without having to provide any reasons by means of a clear declaration.

The revocation period of 14 days begins after receipt of these written instructions on the right to revoke the contract, but not before conclusion of the contract and also not before fulfilment of our legal information obligations. By sending off a clear declaration (e.g., by letter, e-mail or fax) in due time, this will be sufficient to comply with the revocation period. The written notice of cancellation is to be sent to:

- (1) e-mail: sulamith.wolf@forum-thomanum.de or
- (2) telefax: 0341 2222 4 265 or
- (3) by post: forum thomanum accademia GmbH, Thomaskirchhof 18, 04109 Leipzig.

Consequences of revocation:

In the event of an effective revocation, the services received by both parties must be returned by 14 days at the latest. According to § 357 paragraph 8 of the German Civil Code (BGB), you are obliged to pay compensation for the value of the services provided up until the time of revocation if you were made aware of this legal consequence before submitting your contractual declaration and expressly agreed that we should commence with the service before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfil the contractual payment obligations for the period up until the revocation. The period commences on the day that you send off your notice of revocation.

Special notes:

Your right to revoke the contract expires prematurely if the contract has been completely fulfilled by both parties at your explicit request before exercising your right of withdrawal.

Data protection provisions

The forum thomanum accademia GmbH (hereinafter referred to as "*accademia*", Thomaskirchhof 18, 04109 Leipzig) intends to process the following personal data about you for the purpose of carrying out a contract agreed between you and *accademia* for the organisation and carrying out of a *Cambridge Assessment English* exam.

accademia is accountable for the General Data Protection Regulation.

accademia will process the following personal data about you:

- First name, surname, gender, date of birth*
- Postal address*
- Exam centre, exam date, exam status, exam format*
- Bank details*
- Test day photo (FCE, CAE, CPE)*
- Proof of school attendance*
- E-mail address*
- Telephone number**
- Details about health on the exam day***
- Details about a disability or other physical impairment****
- Exam result*
- Passport/ ID card number and validity (FCE, CAE, CPE)*

*mandatory

** optional information that makes the process easier

***optional information for a category of personal **data requiring special protection**

Please note that

- if you do not provide mandatory information, you will not be able to take part in your language exam;
- if you do not provide optional information, it is not possible to contact you at short notice, e.g. to inform you of changes to the language exam at short notice;
- in the absence of information about a particular illness on the day of the exam, it is not possible to give a pro rata refund of the exam fee;
- in the absence of information about a disability or other physical impairment, we cannot provide you with or allow you to use the aids or other support measures necessary to take the language exam.

accademia processes personal data in order

- **to get in contact with you**
- **to enable you to register for and personally take part in a *Cambridge Assessment English* language exam, as well as to be able to issue you with a certificate, to enable you to cancel or alter your registration and to bill you for the services provided.**

The legal basis for the processing of personal data related to you is Article 6, paragraph 1, clause 1, points (b) and (f) of the EU General Data Protection Regulation (GDPR). *accademia* will process personal data about you if and to the extent necessary to fulfil the contract with you and to carry out a *Cambridge Assessment English* exam or for the legitimate interests of *accademia*, unless such interests are overridden by your interests, fundamental rights and freedoms.

The legal basis for processing particularly sensitive categories of personal data about you is your explicit consent. *accademia* will only process optional information about your state of health if and when this is necessary to enable the implementation of the contract, in particular the participation in the language exam that you have registered for and, if applicable, to check, settle and fulfil any claim for pro rata reimbursement of the exam fee.

The personal data about you will be stored for up to two years and then irrevocably deleted.

accademia will disclose your personal data to the following recipients or categories of recipients:

- *Cambridge Assessment English, Cambridge Assessment English* is an examining body of the University of Cambridge Local Examinations Syndicate of The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom.
- Persons responsible for the exams and the invigilators at the exam centre
- Cooperation partners on whose behalf *accademia* carries out language teaching and exams

You have the following rights in relation to the processing of personal data about you:

- Right to information according to Art. 15 GDPR
- Right to rectification according to Art. 16 GDPR
- Right to deletion of data according to Art. 17 GDPR
- Right to the limitations of processing according to Art. 18 GDPR
- Right to object to the processing of data according to Art. 21 GDPR
- Right to complain about unlawful data processing to the data protection supervisory authority according to Art. 77 (1) GDPR

You can contact the data protection officer for *accademia* at:
Windscheidstr. 46, 04277 Leipzig, 0341-30113156.