

Candidate Terms and Conditions

The terms and conditions set out in this document apply to anyone taking the Skills for English Test provided by PSI Services (UK) Limited and its affiliates (referred to in this document as “PSI”, “us”, “we”, “our”) and any references to “Test” means the Skills for English Test.

You should not proceed with booking the Test if you do not agree with any of these terms and conditions. By proceeding to book the Test, you accept the terms and conditions set out below and the AGREEMENT set out at the end of this document. In addition to the terms set out below, there may be other local terms and conditions that you must comply with. If so, details will be provided by the Test centre when you attend.

You must be 18 years of age or older to register for a Test in your own capacity. If you are between the ages of 16 to 18 years of age, your parent or legal guardian must agree to these terms, including the Privacy Policy, and agree to your attendance to the Test centre, however you must attend at the Test centre on your own. You parent or legal guardian must sign the consent form included in the Minors Policy in advance of Test day. **We will not provide the Test to anyone who is less than 16 years of age at the time of booking the Test.**

Registering and booking with PSI to take a Test

In order to take a Test, you must register at www.bookmyskillsforenglish.com and book a Test by paying the Test fee. All information you provide must be complete and accurate. Whether you provide the information yourself or the Test is booked for you by someone else, you are responsible for the accuracy of the information provided to us, and for notifying us of any changes to the information.

Following your account registration with us, you will receive an e-mail acknowledging registration. On successfully booking a Test, you will receive an email confirming the booking with details of your chosen Test date and time and some instructions which you must follow.

We aim to support all candidates with disabilities or learning difficulties by making test adjustments or other special arrangements. Before booking a Test, you should submit any request for Test adjustments or special arrangements at least twenty (20) days in advance of the proposed Test date along with any supporting information which we will review and advise accordingly. For further details, please see our Special Arrangement Policy here or contact specialarrangement@skillsforenglish.com

ID requirements

You must provide proof of ID when creating an account on the candidate account portal and you must bring the same ID document(s) with you on the day of your Test. You must only book the Test if you are certain you will have the required ID document(s) on the day of the Test. Acceptable forms of ID are:

- Passport
- Biometric Residence Permit
- Biometric Residence Card
- Valid photographic Government issued identity card
- Identity cards of EEA nationals

Accepted Travel documents:

- Convention travel document
- Stateless persons travel document
- Travel document issued by the United Nations
- Travel documents issued by the International Red Cross

Your ID must be valid and not expired and the original must be provided on the day of the test. No photo copies are accepted.

If you are taking the Test outside your country of residence, you must use a passport as the ID document. You must inform us immediately of any changes to your ID after registration and wait for our approval before being allowed to take the Test. Changes to ID may include:

- The Home Office is in possession of your original passport/identification
- Your name has changed on your passport (through marriage or other legal means)
- You are in the process of gender reassignment

If you do not receive the necessary approval, you will not be permitted to take the Test. You will not receive a refund of the Test fees or be able to cancel or reschedule free of charge.

Choosing the correct Test

It is your responsibility to make sure that you are registering for and taking the correct Test for the purposes you intend to use it. We strongly recommend that, before booking a Test, you confirm which Test you are required to take; this may be with your sponsor (your employer or educational institution), an immigration adviser/solicitor or the Home Office, as appropriate.

Change of Test date/location by Us

We may cancel or postpone a Test date at any time or change the Test location. If we do so you can either: (1) take the Test at a proposed later date/location; or (2) receive a full refund of any booking fee you have paid us for the original date and/or location.

Price and Payment

All of our Tests have an applicable booking fee which must be paid in full. We may change the booking fees from time to time without notice. Changes to fees will not affect those Tests for which the booking fees have already been paid.

The booking fee must be paid in full by credit card, debit card or PSI approved voucher at the time of submitting your registration. You understand, acknowledge and agree that online payments may be subject to approval and charges by your card issuer and we are not responsible if your card issuer declines to authorize payment for any reason. If your payment is declined or if you are unable to pay in full, your booking will not be processed, and you will be responsible for making a new booking using a valid and approved form of payment.

Booking fees do not include VAT or other sales tax. If VAT or any other sales tax becomes applicable between the date we accept your booking and the date of your Test, we reserve the right to charge you any VAT or other sales tax due, and to obtain payment from you prior to you taking the Test. We reserve the right to refuse to provide a Test or to accept new bookings to anyone who has an outstanding payment due to us.

If you are booking a test within the EU and if your Test date is fourteen (14) days or less from the date of the booking, then you agree that you lose your right of withdrawal under the EU Consumer Contracts Regulations by booking the Test.

Rescheduling

If you wish to reschedule your Test to a different date or location after making your booking, you may do so provided that:

- (1) the reschedule occurs no later than 9 AM (Local Time) seven (7) days before you are due to take the originally scheduled Test. For example, if your appointment is on a Monday, in order to reschedule, you need to reschedule through the candidate account portal before 9 AM (Local Time) on the preceding Monday;
- (2) that there is availability at the particular date, time and location for which you are looking to reschedule your Test; and
- (3) you pay the applicable administration fee as presented to you at the time of rescheduling.

Local Time means the time-zone in which the test centre for the Test is located.

Please note that it is not possible under any circumstances to reschedule your Test after 9 AM (Local Time) seven (7) days before a Test. If you wish to attend a different Test, then you will have to cancel the originally scheduled Test (subject to the cancellation section below) and book for the new Test.

Cancellation

You will receive a full refund if you cancel your Test booking no later than 9 AM (Local Time) seven (7) days before you are due to take the Test. If you cancel your Test booking later than 9 AM (Local Time) seven (7) days before the Test, we will charge 100% of the booking fee and we will not refund any portion of the fees to you. The same applies if you fail to attend the Test on the day of the Test for any reason.

Local Time means the time-zone in which the test centre for the Test is located.

We will process any refund due to you as soon as reasonably possible and, in any case, not later than fourteen (14) days after the day on which we received your notice of cancellation.

We will refund any money received from you using the same method by which you paid for the booking, unless otherwise agreed to in writing by us.

Validity of test pass result

A Test that is successfully passed is valid for a period of two (2) years from date of pass result. The pass result is issued on your candidate account.

Retesting

If you fail the Test and wish to retake the Test, you may book for another Test after receiving your previous Test result. However, we recommend you wait a minimum of twenty-eight (28) days to give you time to prepare for the new Test. Please be advised that no refund is applicable if you fail your Test.

Our liability

We do not exclude or limit our liability to you in any way where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We do not assume any liability or responsibility for the accuracy, completeness or usefulness of the information disclosed or accessed through the PSI Websites. Professional advice should be taken in relation to any circumstances.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PSI, ITS AFFILIATES AND THEIR SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE TEST, PSI WEBSITES OR IN ANY WAY RELATED TO THE WEBSITE'S USE OR MISUSE OR PERFORMANCE, EVEN IF PSI HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF

SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE).

IN ANY EVENT, THE TOTAL LIABILITY OF PSI TO YOU OR ANY OTHER PERSON FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED THE FEES PAID BY YOU FOR THE TEST. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, NON-INFRINGEMENT, AND OTHER CAUSES OF ACTION OR ALLEGATIONS.

Some jurisdiction either limit the permissible scope of, or do not allow, certain disclaimers and limitations such as those appearing in this document. Accordingly, some of the limitations and disclaimers appearing herein may not apply to you.

Day of the Test

We will send you an email in advance to tell you what time to arrive at the Test centre to ensure there is enough time for the check-in process in advance of entering the Test room. If you miss your Test for any reason or arrive at the Test centre with inadequate or invalid ID documents, you will not be permitted to take the Test and you will not be eligible for a refund or to reschedule free of charge.

Please note that as our test centres are designed specifically for the purpose of delivering secure testing environment, video monitoring is in operation at all times.

On the day of the Test you must:

- bring the same ID document(s) that you used to register to the candidate account. If you do not bring the same documents, you will not be permitted to take the Test and you will not be eligible a refund or to reschedule free of charge.
- allow the Test centre staff to verify your ID. This may include:
 - taking your photograph, for which you will be required to including having you temporarily remove any face covering. If you refuse to have a photograph taken you will not be permitted to take the Test
 - taking a photograph of your proof of ID document(s)
 - providing a sample of your signature
 - taking a finger print scan.
- at all times, follow any instructions provided by the Test centre staff.
- arrive at the Test centre at the time set out in your booking confirmation. This will be at least thirty (30) minutes before the Test start time to enable the Test day check-in process which includes verification of your identity. If you are late, you will not be permitted to take the Test and you will not be eligible for a refund and or to reschedule free of charge.

- leave all your personal belongings in the lockers or secure storage provided at the point of check-in. Personal belongings are not permitted in the Test room therefore you are encouraged not to bring valuables to the Test centre wherever possible. However, you must bring your approved ID document into the test room, and you may bring a bottle of water (in a transparent and label-free bottle) into the test room. PSI is not responsible for any items brought into the Test centre. Use of any locker or storage provided is entirely at your own risk, you assume all risk of loss, and PSI has no responsibility whatsoever for any items left in locker or storage or for their loss.
- switch off any electronic devices you may be carrying, including watches, and these must be left outside the test room.
- allow Test centre staff, at any time, to scan you or search you for any electronic or unauthorised items or devices. If you are found to have any electronic or unauthorised devices you will not be permitted to take the Test or (if the Test has already started) it will be stopped, you will not receive a Test result and you will not be eligible for a refund or to reschedule without charge.
- keep only your ID document, a transparent and label-free water bottle and any approved pen(s), pencil(s) or eraser(s) issued by the Test Centre staff at your Test station.

You must (NOT):

- NOT bring anyone into the Test centre with you - only booked candidates are permitted. Any exceptions must be requested through Special Arrangements in advance and approved by PSI.
- NOT interact with other candidates or disturb other candidates within the test room.
- NOT lend anything to, or borrow anything from, another candidate during the Test.
- NOT eat, drink (except for water) or smoke anything in the Test room.
- NOT leave the Test room without the permission of the Test centre staff, including at the end of the Test.
- NOT engage in any form of misconduct or disruptive, aggressive or inappropriate behaviour whilst in the Test centre.

It is your responsibility to notify the Test centre staff immediately if you think you have been given an incorrect Test or if there is any technical issue viewing the Test on the computer screen.

Please note that you may not ask, and will not be given, any explanation of any Test questions or any assistance in answering or understanding the contents of the Test.

You must take all required parts of the Test at one time in one single sitting. If you do not take required parts at one time, you will not receive a Test result. Any exceptions must be requested and approved by PSI at the time of Test booking before the test day. At the end of the Test, you must leave all Test materials in the Test room. If you

remove or attempt to remove any Test materials (including any paper you have used to make notes during test) from the Test room, your actions will be deemed to be misconduct on your part, your Test will automatically become void and you will not receive a Test result.

If during the Test you become ill or there is any other problem with the Test centre that prevents you from taking your Test, including the delivery of the Test, you must immediately notify the Test centre staff, and before you leave the Test centre you must complete any forms or complaints related to the problem. Any complaints related to the Test will not be accepted after you have left the Test centre.

Behaviour

PSI does not tolerate any misconduct or disruptive, aggressive or inappropriate behaviour or fraudulent activity relating to the Test.

Such behaviour includes, but is not limited to:

- Cheating or attempting to cheat in any way, including using notes or any Test related information of any kind, from any source.
- helping another person to cheat.
- acting as another person or having another person act as you.
- copying the work of another or allowing another to copy from you.
- modifying or changing any setting on the computer or workstation you are assigned
- disrupting the Test or the testing process in any way.
- copying or making copies of any part of the Test in any medium or in any way.
- changing or trying to change any data on a Test report.
- harassing, threatening or being abusive or violent towards any staff or other candidates.

If PSI, in its reasonable opinion, believes that a candidate has done anything inappropriate or wrongful, the candidate will not be permitted to take or complete the Test and in addition, the candidate may be banned from taking any Test in future, may be subject to legal action or reported to the authorities anywhere in the world.

Test Results

- Results are issued by PSI usually within fourteen (14) days of completing your Test. You will receive an email when the Test results are available on your candidate account.

- Your Test results will be provided to you only through your online candidate account and will be available for a period of 2 years from date of issue.
- Test results will be issued in the name as it appears on the ID you provided at registration. If your personal details are incorrect, please contact the PSI candidate service team on info@skillsforenglish.com with supporting documentation. If you change your name after taking the Test, the name on the Test results cannot be changed.
- Your Test results may be delayed if PSI finds it necessary to review anything associated with your Test or the administration of your Test. You agree to assist any investigation, including being required to provide written, spoken or other samples and may be required to re-take one or more parts of the Test.
- Your Test result may be cancelled after they have been issued if any irregularity is identified by us, and you may be required to re-take one or more parts of the Test.
- Your Test result will be available to the organisations you identified in your registration, for the purpose of allowing those organisations to verify the result or to carry out any investigation of suspected misconduct or inappropriate or bad behaviour.
- If any of the information on the Test report form provided by you is shown to have been altered, in any way, your original Test result may be cancelled.

Appeals

Any candidate may appeal their overall result within 21 days of receiving the result. Candidates will have to pay for this review service of \$130. However, if as an outcome of the review, the candidate's result is changed from a Fail to a Pass, then the cost of the appeal will be refunded.

Each appeal will be considered impartially and on an individual basis. This will involve a review of the marking and may include a remarking of the test. The decision to remark the candidate's response will depend on the type of skill which has a "Fail" result and the outcome of an independent investigation by senior members of the Assessment Team.

Candidate results may change as a result of an appeal from Fail to Pass or from Pass to Fail or may remain unchanged. A refund will be provided to the candidate only in the case of a result change.

To request an appeal, contact appeals@skillsforenglish.com

Privacy Policy and Cookies Policy

PSI and its testing partners will be collecting and processing your personal information, including your identity information, special arrangement information, testing information, test results, video monitoring information, in accordance with our Privacy Policy.

Our Cookies Policy sets out information about the cookies on our websites.

AGREEMENT:

By proceeding to book the Test, you acknowledge and agree that:

1. the information provided on registration and booking the Test is complete, true and accurate;
2. you have read, understood and agree to the above terms and conditions;
3. you have read, understood and agree to comply with any further information or instructions provided, such as in any candidate instructions issued on email from Skills for English or by the Test centre staff;
4. there may be local compliance requirements that you must comply with and that the test centres will provide details of these on request.

NOTICE: Candidates MUST bring ID used to register and book on the day of the test!