

## IELTS on Computer UKVI: Terms and Conditions – Hong Kong - Version 0.3

### 1. General Acknowledgements

I acknowledge that...

#### 1.1.

The IELTS test is jointly owned by British Council, IELTS Australia Pty Ltd (ABN 84 008 664 766), which is wholly owned by IDP Education Ltd ('IDP: IELTS Australia') and Cambridge Assessment English (part of the University of Cambridge), collectively referred to as the IELTS TEST PARTNERS or IELTS PARTNERS.

#### 1.2.

I will abide by these terms and conditions for the IELTS On Computer for UKVI test.

#### 1.3.

I understand that there may be local terms and conditions that I must comply with and that the test centre will provide details of these on request.

#### 1.4.

I certify that the information in my application is complete, true, and accurate.

#### 1.5.

I acknowledge that I am responsible for taking my test well in advance of any submission deadlines to Recognising Organisations. The IELTS PARTNERS cannot be held responsible if the issuance of test taker results exceeds the normal period given in these terms and conditions.

1.6.

I have read and understand IELTS Partner privacy policy and provisions at <https://ielts.org/legal/privacy-policy>

## 2. Personal Information

I understand that...

2.1.

It is necessary for my personal information to be collected and processed in order for me to take the IELTS test, to verify my identity and to receive my results. This personal information is collected and securely stored when I register for and when I take the IELTS test and is used by the IELTS Test Partners for the purpose of the IELTS test.

2.2.

My personal information, including, without limitation, test performance or score data and my test result may be disclosed by the IELTS Test Partners to Recognising Organisations to which I apply and to governments (including visa processing authorities) for the purpose of allowing these organisations to verify my test result.

2.3.

My personal information may be processed in an anonymous form by the IELTS Test Partners for statistical and research purposes.

2.4.

My photograph will be taken by the test centre on test day and will appear on my Test Report Form. This photograph will be provided to any Recognising Organisations or government authorities to which I apply, to allow these organisations to verify my test result.

## 2.5.

I will be required to verify my identity on test day by providing the identity document specified by the test centre. I may also be requested to confirm my identity on test day by having a finger scan taken. The finger scan is taken as a Binary Large Object (BLOB), and no image of my fingerprint will be held. This biometric data will be held for 60 days after my test and will not be disclosed to any entity except the IELTS Test Partners.

## 2.6.

I will be asked to provide my finger scan. If I am under 18 years of age or I do not consent to a finger scan, I will be required to have my identity manually verified in line with the [Personal Information Collection Statement](#)

## 2.7.

My Speaking test will be recorded: audio and/or video. In the event the test does not record I will be required to re-take the Speaking test. An observer may attend my Speaking test as part of the examiner monitoring process.

## 2.8.

I may be filmed for security and quality assurance purposes on test day, before and during the test. The video footage will be held for 60 days after my test and may

be used for audit or investigation purposes. This period may be shorter in line with local legislation in a limited number of jurisdictions.

## 2.9.

I can access further details on how the IELTS Test Partners use my personal information (including how long it is retained in different circumstances and how I can exercise my rights) at [www.ielts.org/policy/privacy-policy](http://www.ielts.org/policy/privacy-policy).

## 3. Cancellation, Refund and Transfers

### 3.1. Cancellations

I can cancel my IELTS test booking at any time before taking the test by notifying the test centre. Refund policy and any other applicable charges depends upon when I cancel and whether exceptional circumstances apply.

#### 3.1.1. Time to test date.

- More than 14 days before the test:

If I cancel my IELTS test registration more than 14 days before the test I will receive a 75% refund of the total test fee.

- Within 14 days but more than two days before the test:

If I cancel my IELTS test registration within 14 days but more than two days before the test I will receive a 50% refund of the total test fee.

- Within two days of the test:

If I cancel my IELTS test registration within two days of the test I will receive a 25% refund of the total test fee.

- On the test day or after the test:

If I cancel my IELTS test registration on the test day or after the test no refund will be provided.

### 3.1.2. Test taker exceptions

I may make a case for exceptional circumstances to my test centre before the test and up to five days after the test date if I do not attend the test. The test centre will respond to me within seven working days of receiving my case in writing. My test centre will assess my case for exceptional circumstances.

All cases for exceptional circumstances and supporting evidence must be received by the test centre no later than five days after the scheduled test date. If the test centre approves my case, I will receive a full refund less an administration fee of no more than 25% of the test fee.

If the test centre does not approve my case, then the terms given in Section 3.1.1 will apply.

Exceptional circumstances are defined as:

- serious medical conditions which prevent me from attending or performing normally on test day; such conditions require supporting evidence of a medical certificate from a qualified medical practitioner.
- evidence of bereavement, trauma or other forms of significant hardship.
- military service.

### 3.1.3. Test centre exceptions

Under certain circumstances outside test centre control, the test centre may have to cancel my test. These circumstances include, and are not limited to, extreme weather conditions, natural disaster, civil unrest and industrial action.

In these circumstances, the test centre will provide me with as much notice as possible and give me the choice of either:

- a full refund, or
- a transfer to a future test date convenient to me.

In cases where the test centre cancels a test under circumstances within its control then in addition to a full refund or transfer to another test date, I may be eligible to apply for compensation for expenses incurred. My eligibility will be assessed as a reasonable claim or not by the test centre and any compensation will be awarded depending on the following conditions:

- The test centre will assess whether the decision to cancel is within or outside its control.
- Any compensation awarded will be limited to travel and accommodation expenses only and which are:
  - o directly incurred as a result of planning my attendance on test day
  - o evidenced by payment receipt(s)
  - o evidenced that cancelled travel and/or accommodation charges are non-recoverable from vendor.
  - o benchmarked against lowest reasonable market rates for the expenses in question (this will be carried out by the test centre).

If I travel further than the closest test venue to my normal place of residence, then the test center will not find my claim reasonable.

## 3.2. Transfers

### 3.2.1. More than 14 days before the test:

I may change my test date at any time more than 14 days before the test.

I must select a test date, where available, within the next three months from my original test date. If my preferred test date is more than three months after my original test date, then my transfer will be treated as a cancellation.

I can only transfer the same booking once.

The test centre may charge an administration fee of up to 25% of the total test fee.

### 3.2.2. Within 14 days before the test:

Any transfer requests within 14 days of the test will be treated as a cancellation. Please refer to Section 3.1 (Cancellations) of this policy document.

### 3.2.3. Notes

The test centre is responsible for issuing refunds and organising transfers.

Under Section 3.1.2, the test centre is responsible for decisions related to test taker claims for exceptional circumstances.

Under Section 3.1.3, the test centre is responsible for decisions related to compensation, including eligibility and any amounts awarded.

If local consumer protection law in the country where I have registered to take the IELTS test provides for cancellation and transfer rights which are more favourable to the test taker than the rights set out above, then local consumer protection law will apply.

### 3.3. Chargeback Prohibition:

I agree that I will not dispute or otherwise seek a “chargeback” from the company whose credit card or other method of payment I use to book and pay for the IELTS test or otherwise attempt to reverse payment. If I do so, my IELTS test and/or results may be cancelled, and the IELTS Partners may, at their discretion, refuse to accept future purchases made from

accounts on which such chargebacks have been made. The IELTS Partners may prohibit future purchases from the account holder, and from any person who booked an IELTS test and reversed payment.

## 4. Test Integrity, Security, and Malpractice

I understand that...

### 4.1.

I must attend all four test skills in order to receive a test result and any exception to this must be approved in advance by the test centre.

### 4.2.

The IELTS Test Partners have a responsibility to all Test takers and Recognising Organisations to ensure the highest confidence in IELTS test results. The IELTS Test Partners may therefore be required to withhold test results temporarily or permanently, or to cancel test results which have been issued, if they consider those results to be unreliable for any reason.

### 4.3.

My test result may not be issued within 5 days after the test if any of the IELTS Test Partners consider it necessary to review any matter associated with my test or the administration of my test, including making enquiries as to whether I, other test takers or other parties breach test rules or regulations. I may be required to provide an additional speaking sample for the purposes of assisting any investigation before or after the test. In exceptional circumstances I may be required to re-take one or more IELTS skills.



#### 4.4.

If I am suspected of engaging in any form of malpractice or do anything that might damage the integrity and security of IELTS, I may not receive a test result, my test fee will not be refunded, and I may be banned from taking the IELTS test for a five-year period. If I am subject to a ban and I register to take the test, I will not receive a test result and I will not be entitled to a refund. If a result is issued to me while I am subject to a ban, this result will be cancelled, and I will not be entitled to a refund.

#### 4.5.

Details of any proven or suspected malpractice may be provided to Recognising Organisations, including governments (including visa processing authorities) and appropriate regulatory authorities, and centrally to the IELTS Test Partners. In instances where malpractice has been proven, I may be liable to prosecution.

#### 4.6.

The work I produce in the IELTS test remains the property of the IELTS Test Partners and will not be released to me. In cases of proven or suspected malpractice my work may be provided to relevant authorities.

### 5. Test Day Arrangements and Behaviour

I understand and acknowledge that on the day of the test, I must...

#### 5.1.

Provide valid proof of my identity (passport or National Identity Card) at registration. If in doubt, I should contact the test centre in advance to confirm which type of identity document is accepted. If I am taking the test outside my own country, I must use a passport for identity purposes.

5.2.

Inform the centre of any changes to my identity document before the test date. If I do not do this, I will not be allowed to take the test and I will not be eligible for a refund or transfer.

5.3.

Bring the same valid identity document on test day as the one I used to book my test. If I do not do this, I will not be allowed to take the test and I will not be eligible for a refund or transfer.

5.4.

Arrive at the centre before the scheduled test start time. If I arrive late, I will not be allowed to take the test and will not be eligible for a refund or transfer.

5.5.

Leave all personal belongings in the designated area. The only items I may bring into the test room are my approved identity document, standard pen(s), pencil(s) and eraser(s), and a bottle of water (label-free). All electronic devices and all watches must be left in the belongings area and must be switched off. I may be electronically scanned for devices at any time on the test day. Any test takers who breach these conditions will not receive an IELTS test result or be eligible for a refund or transfer. While the centre will take all

reasonable measures to secure my items in the belongings area, they cannot be held responsible for any loss.

5.6.

Allow for my identity to be verified both at test booking and on test day. This may include:

5.6.1. Having my photograph taken. I will be required to temporarily remove any covering from my face. Any test takers who refuse to have a photograph taken will not be permitted to sit the test and will not be entitled to a refund. The photograph taken by the centre will appear on my Test Report Form.

5.6.2. Providing a sample of my signature.

5.6.3. Having my finger scan taken to create a unique digital Identifier stored as a binary large object.

I understand that I should...

5.7.

Follow the instructions given by test day personnel.

5.8.

Tell the invigilator at once if I do not see the correct test on my computer screen.

5.9.

Raise my hand if I need to ask the invigilator something. Test takers may not ask for, and will not be given, any explanation of the test questions.

5.10.

Attend all four skills of the test. If I do not attend all four skills, I will not receive an IELTS test result. Exceptions are possible but must be requested at time of booking and written approval must be received from the test centre.

## 5.11.

Inform the invigilator on the day of the test if I believe my performance is affected by ill health, or owing to the way the test is delivered, or for any other reason. If I have any issues, concerns or complaints relating to the delivery of the test I can submit a complaint. The IELTS Partners will address complaints in accordance with the IELTS Partners Complaints Policy available on <https://ielts.org/legal/complaints-procedure>

## 5.12.

Leave all test materials in the test room at the end of the test. The test materials include question papers, Speaking booklets, answer sheets and rough paper. Any test taker who attempts to remove test materials from the test room will not receive an IELTS test result.

## 5.13.

I undertake not to...

5.13.1. Talk to or disturb other test takers once the test has started.

5.13.2. Lend anything to, or borrow anything from, another test taker during the test.

5.13.3. Eat or smoke in the test room.

5.13.4. Leave the test room without the permission of the invigilator.

5.13.5. Leave my seat until all test materials have been collected and I have been told I can leave.

5.13.6. Engage in any form of malpractice which may damage the integrity and security of the IELTS test. Malpractice includes, but is not limited to attempting to cheat, including using notes of any kind from any source; helping another test taker to

cheat; impersonating another test taker or having another test taker impersonate me; copying the work of another test taker; disrupting the test in any way; reproducing any part of the test in any medium; attempting to alter the data on the Test Report Form.

## 6. Test Results

I understand that...

### 6.1.

Results are issued by centres, usually within 5 days after the test. The release of my results may be affected by Public Holidays, in which case the results will usually be released on the next working day after the holiday.

### 6.2.

I will be able to access a downloadable and printable version of my electronic Test Report Form from the online booking platform I used to register for my test.

### 6.3.

The test centre does not normally supply paper Test report Forms. If a Recognising Organisation makes it a requirement to receive a paper Test Report Form directly from IELTS then I should submit a request to the test centre where I took the test and provide evidence of this requirement e.g. an email from the organisation or relevant website reference. At their discretion, the test centre will then decide whether to send a paper version of the Test Report Form to the nominated recognising organisation. The test centre may charge a reasonable fee for this service to cover postage and administrative costs.

## 6.4.

The Test Report Form will be issued in my name as it appears on the identity document, I used to book my test. If I find my personal details are incorrect on the Test Report Form, I will contact the test centre where I took the test. I must provide to verify the revised details. If I change my name after receiving my Test Report Form, the original name will not be changed on the Test Report Form.

## 6.5.

The IELTS Partners may not issue my result within 5 days after the test should they decide it is necessary to review any matter associated with my test or the administration of my test. To assist any investigation, I may be required to provide writing and speaking samples. In exceptional circumstances, I may be required to retake one or more IELTS skills.

## 6.6.

My result may be cancelled after it has been issued if any irregularity is identified. I may be required to re-take one or more IELTS skills.

## 6.7.

My result will be disclosed to the Recognising Organisations I nominate at time of booking or to whom I send my Test Report Form. This is done for the purpose of allowing these organisations to verify my test result or to carry out any enquiries in relation to suspected malpractice.

## 6.8.

If any of the data on the Test Report Form provided by me or my agent to Recognising Organisations has been altered in any way, that test result will be cancelled, and I may be banned from taking any IELTS test variant for a five-year period.

6.9.

I understand that there may be video recording and CCTV (Closed Circuit TV) in the test centre. I agree to be videoed while I am in the test centre on the test day, including during check-in procedures and in each of the test rooms used for each part of the test. I understand that video recordings will be used for monitoring purposes, investigations into suspected malpractice and enquiries on results. I understand if I do not agree to be video recorded, I will not be able to take the test.

6.10.

My result may be adjusted or cancelled after release if the IELTS PARTNERS identify any anomalies affecting the reliability of my test score.

6.11.

I understand that I have the option to request and pay for a result review (also known as an IELTS remark or IELTS Enquiry on Result) within six weeks of taking my test. The remark process may take anywhere from less than an hour to a maximum of 21 days for completion. If my score is revised to a higher band, I will receive a full refund of the review fees and a new Test Report Form. However, if my result remains unchanged, I will not receive a refund for the fees incurred during the result review process.

6.12.

I understand and confirm that once I submit a result review application, I cannot cancel the request or make any changes.

## 7. Disclaimers

## 7.1.

The International English Language Testing System (IELTS) is designed to be one of many means and factors used by academic institutions, government agencies, professional bodies and employers in determining whether a test taker can be admitted as a student or be considered for employment or for citizenship purposes. IELTS is not designed to be the sole method of determining admission or employment. IELTS tests are made available to all persons, regardless of gender, race, nationality or religion. The One Skill Retake is not recommended to persons under 16 years of age.

## 7.2.

The IELTS PARTNERS and any other party involved in creating, producing, or delivering IELTS shall not be liable for any direct, incidental, consequential, indirect, special, punitive, or similar damages arising out of access to, use of, acceptance by, or interpretation of the results by any third party, or any errors or omissions in the content therein.