

## **1. Full conditions of sale for website - English**

### **Conditions of sale for learning English with the British Council**

Applicable to consumers for English language placement tests, English language consultations and English language courses delivered in person, virtually, or in a blended format by the British Council.

These terms and conditions are also available to download below.

#### **Part 1: THE GENERAL TERMS AND CONDITIONS 1. About these Conditions of Sale**

1.1 These Conditions of Sale apply to any contract between you and the British Council in respect of your participation on an English language course (including online self-access or blended learning courses) or in a placement test or English language consultation offered by the British Council. These placement tests, consultations and/or courses (including face to face, virtual or blended delivery methods) which includes any associated hard or soft copy materials if applicable (collectively referred to as the “English Language Products”) may be delivered in person, virtually, or in a blended format. Further information about the format of the delivery of the relevant Product to you (including the technical specifications that your computer or mobile device will require in order to access digital content) can be found on our Portal or in other relevant marketing materials.

1.2 Please read the Conditions of Sale carefully before booking or purchasing any English Language Product through the British Council’s online system (the “Portal”) or in person.

1.3 These General Terms and Conditions may be amended by applicable special terms and conditions which relate to our operations in a particular specified jurisdiction and are set out in Part 3 below (the “Special Terms and Conditions”) and/or any additional terms and conditions which relate to a particular product, service or virtual download/material which are set out in Part 2 (Terms and Conditions of Use of Digital Services) below and Part 4 below (the “Additional Terms and Conditions”). The General Terms and Conditions, the Terms and Conditions of Use of Digital Services, the Special Terms and Conditions, and the Additional Terms and Conditions are collectively referred to here as the “Conditions of Sale”. In the event of any conflict between the General Terms and Conditions, the Terms and Conditions of Use of Digital Services, the Special Terms and Conditions and the Additional Terms and Conditions the following will apply in order of priority: (i) the Additional Terms and Conditions, (ii) the Special Terms and Conditions, (iii) the Terms and Conditions of Use of Digital Services and (iv) the General Terms and Conditions.

1.3 Please note that before booking and/or paying for an English Language Product offered through the Portal or otherwise you will be asked to accept the Conditions of Sale (either online or in person). By clicking on the “I Accept” or “Accept and Pay”, as the case may be, check box online (if you are submitting your application online) or signing a paper copy of the Conditions of Sale (if you are submitting your application in person), you are confirming your agreement to be bound by these Conditions of Sale. If you do not want to accept the Conditions of Sale, you will not be able to attend or otherwise access an English Language Product offered by the British Council.

#### **2. About the British Council and your contract**

2.1 Unless the Special Terms and Conditions state otherwise, you are entering into a legally binding contract with the British Council, which is 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). Its

registered office is Stratford London United Kingdom E20 1JQ. The British Council operates in different countries through local branch and/or affiliated offices as well as locally incorporated subsidiaries. The Special Terms and Conditions and/or the Additional Terms and Conditions will, if applicable, set out additional information regarding this and how it applies to you. These Conditions of Sale may be translated into another language. Such translation is for guidance purposes only unless the Special Conditions state otherwise. If there is a conflict between the English language version and the translated version the English language version shall prevail.

2.2 The contract you enter into on these Conditions of Sale is personal to you and so you cannot assign or transfer any or all of your rights or obligations under these Conditions of Sale without the prior written consent of the British Council.

2.3 The British Council may assign or otherwise transfer the Contract (in whole or in part), or subcontract or delegate the delivery of the English Language Product 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.

2.4 For the purposes of these Conditions of Sale, “you” means the person identified as the participant associated with the English Language Product in the application to attend or otherwise access an English Language Product offered through the Portal or otherwise advertised by the British Council (the “Registration Application”) or, if the participant is under 18 years old, the parent or guardian submitting the Registration Application.

### **3. How to book on and pay for an English Language Product**

3.1 A Registration Application offer is made by you when:

- (a) you submit an application to attend or otherwise access a specified English Language Product at a particular venue or jurisdiction and for a particular date and/or time (if applicable) and/or virtually;
- (b) you have agreed to these Conditions of Sale; and
- (c) the British Council or its designated third party payment gateway provider (whichever is the earlier) receives a legitimate payment into its designated bank account, or the British Council otherwise receives such moneys in cash or bank transfer of the relevant funds associated with that English Language Product.

3.2 By submitting a Registration Application, you are:

- (a) making an offer to attend or otherwise access the English Language Product subject to these Conditions of Sale; and
- (b) confirming that you are at least 18 years of age.

3.3 A Registration Application may only be submitted by individuals who are at least 18 years old. Under 18s who would like to make a Registration Application should ask their parent or guardian to make the Registration Application on their behalf and confirm that they agree to these Conditions of Sale.

3.4 If you submit your Registration Application:

(a) through the Portal, then upon receipt by the British Council of the information described in clauses 3.1(a) and 3.1(b) in respect of your Registration Application, you will receive confirmation from the British Council acknowledging that it has received this information and confirming, subject to receipt of payment, the details of the English Language Product you shall be booked on (the “Acknowledgement”). When payment has been received in accordance with clause 3.1(c) a receipt shall be sent to you via a pop-up message or email or other form of electronic notification which you can print (“Booking Confirmation”). Such Booking Confirmation shall contain a copy of the Conditions of Sale.;

(b) in person, the British Council representative shall confirm, subject to receipt of payment in accordance with clause 3.1(c), the details of the English Language Product you are interested in, (the “Acknowledgement”). The Booking Confirmation shall be given to you or sent to you when payment has been received in accordance with clause 3.1(c). A copy of the Conditions of Sale will either be given to you in person as part of the Acknowledgement or as part of the Booking Confirmation

3.5 For the avoidance of doubt, if you undertake a booking online the Contract for that English Language Product will be deemed to have become legally enforceable when the Booking Confirmation pop-up, email, or other form of electronic notification is sent to you.

3.6 The Booking Confirmation will be deemed as confirmation of the British Council’s acceptance of your registration for the relevant English Language Product and this acceptance brings into existence a legally binding contract between you and the British Council on these Conditions of Sale (the “Contract”).

3.7 Unless cancelled earlier in accordance with the Conditions of Sale, the Contract shall terminate once the relevant English Language Product has been delivered in full, at which point the obligations set out in the Conditions of Sale shall cease (except for the restrictions on use of course materials set out in clause 12, which will continue forever).

3.8 If you have not received your Booking Confirmation within 72 hours after submitting your Registration Application, please contact the British Council by sending an email to [indiacustomercare@in.britishcouncil.org](mailto:indiacustomercare@in.britishcouncil.org) No place will have been reserved for you until you are sent your Booking Confirmation. Details of how you can access an English Language Product which is delivered wholly or partially as a Digital Service will be sent to you either as part of the Booking Confirmation or separately by email or other electronic notification.

## **4. How to pay**

4.1 All prices for English Language Products offered through the Portal will be displayed on the Portal (or notified to you in person, where applicable). All prices quoted include applicable taxes and charges incurred by the British Council for use of debit or credit cards unless otherwise stated. You may incur additional charges for the use of debit or credit cards from your provider and such charges are in addition to the advertised British Council fee. Fees may change from time to time, but this will not affect any Registration Application which has been confirmed by a Booking Confirmation.

4.1.1 Please note, the British Council cannot accept payments made from banks sanctioned by the UK or any other relevant jurisdiction.

### **4.2 Payment by credit or debit card**

4.2.1 Payment can be made by credit or debit card as explained in the Registration Application process. In all cases the British Council treats payment 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.

4.2.2 Payments by credit or debit card are processed immediately via a third party payment processor over a secure link. No card details are held by the British Council. Where you make a payment online, you will receive a receipt of payment for all credit or debit card payments by e-mail or a pop-up in your Portal account or other form of electronic notification (as applicable) and this, for the avoidance of doubt, will be the Booking Confirmation.

#### 4.3 Payment by bank transfer

4.3.1 For some English Language Products, the British Council is able to accept payment by direct bank transfer. Where the British Council offers this option, it will be clearly indicated on the Portal or stated to you in person, or stated in the Special Terms and Conditions and/ or Additional Terms and Conditions where applicable).

4.3.2 The British Council treats payment as confirmation that you are the person authorised to make such bank transfer.

4.3.3 Where payment is made via bank transfer, it is processed within 72 hours if possible.

4.3.4 Where you are paying the applicable fee by bank transfer, please note you will be liable for any additional charges made by your bank for use of the bank transfer payment method. Confirmation of transfer of the funds to the British Council's designated bank account will form the Booking Confirmation.

#### 4.4 Payment by cash or card

4.4.1 Where you are submitting your Registration Application in person, the British Council may accept payment of the applicable fee in cash or by card. Receipt of such payment (subject to clause 3.1) will form the Booking Confirmation.

4.5 You shall have no right to attend or otherwise access the relevant English Language Product until the applicable fee has been paid, and until the applicable fee is paid in full the British Council may prevent you from attending or otherwise accessing all or any part of the relevant English Language Product, without liability to you.

### **5. Cancellation by the British Council**

5.1 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 relevant English Language Product start date (including prior to you first accessing for the first time any self –access product, blended learning product, or other online English Language Product. If the British Council cancels the Contract pursuant to this clause 5.1 it shall refund any fees already paid by you in connection with the relevant English Language Product.

5.2 The British Council may also cancel the Contract at any time, without liability to you if:

(a) you fail to pay any sum owing to the British Council in connection with the relevant English Language Product as required by the payment terms set out in clause 4 above; or

(b) you breach the Conditions of Sale; or

(c) the British Council is unable to provide the relevant English Language Product in full due to a reason beyond its reasonable control.

5.3. If the British Council cancels the Contract under clause 5.2(a) or clause 5.2(b) the British Council shall be entitled to retain (or be paid the balance of, as the case may be) the applicable fee in full.

5.4 If the British Council cancels the Contract under clause 5.2(c) you shall be entitled to elect either: (i) to receive a full refund of the applicable fee (please note that The British Council cannot make payments to banks sanctioned by the UK or any other relevant jurisdiction. If you request a refund to be sent to an account at a sanctioned bank, you will be asked to nominate an alternative method of payment that does not breach sanctions); or (ii) (subject to availability) to attend/access an alternative equivalent English Language Product. If you elect option (ii) and the fee applicable to the alternative equivalent English Language Product is greater than the fee applicable to the cancelled English Language Product, you shall be obliged to pay the difference in accordance with clause 4. If you elect option (ii) and the fee applicable to the alternative equivalent English Language Product is lower than the fee applicable to the cancelled English Language Product, the British Council shall refund the difference. You must notify the British Council in writing (including email), of your preferred option within fourteen (14) calendar days from you being notified by the British Council that the relevant English Language Product has been cancelled.

## **6. Cancellation by you**

### **6.1 Cancellation within the 14 day cancellation period**

6.1.1 You may cancel the Contract within 14 days after receiving your Booking Confirmation without giving any reason.

6.1.2 The cancellation period will expire after 14 days from the day after you receive your Booking Confirmation.

6.1.3 To exercise the right to cancel, you must inform the British Council of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or an email to the email address stated in clause 5.4). You may use the model cancellation form (see Annex A in the download document), but this is not compulsory.

6.1.4 To meet the cancellation deadline, it is sufficient for you to send your cancellation statement before the cancellation period has expired.

### **Effect of cancellation**

6.1.5 If you cancel the Contract within the 14 day cancellation period noted in clause 6.1.1 above, the British Council will reimburse to you all payments received from you in respect of the relevant English Language Product.

6.1.6 The British Council will make the repayment without undue delay, and not later than 14 days after it is informed about your decision to cancel the Contract.

6.1.7 The British Council will make the repayment to the same payment card for online payments. All other repayments will normally be made by bank transfer (please note that The British Council cannot make payments to banks sanctioned by the UK or any other relevant jurisdiction. If you request a refund to be

sent to an account at a sanctioned bank, you will be asked to nominate an alternative method of payment that does not breach sanctions).

6.1.8(a) Except in the case of self-access products or blended learning products, if you submit your Registration Application on a date that means the English Language Product start date will occur during the cancellation period described in this clause 6.1 you access those English Language Products during the cancellation period, you acknowledge that you are expressly requesting a place on or access to the English Language Product to begin during the cancellation period and if you subsequently cancel the Contract, you shall be liable to pay the British Council an amount which is proportionate to the services that the British Council has performed in providing the relevant English Language Product up until you have informed the British Council of your desire to cancel the Contract.

(b) In the case of self-access products or blended learning products or other digital services which are an English Language Product the following will apply:

(i) Please note that the British Council cannot by law supply a digital service to you before the end of the 14 day cancellation period, unless you expressly consent to this and acknowledge that in doing so, your right to cancellation will be lost;

(ii) If you would like to access and use the digital service during the cancellation period, you will need to tick the relevant check box at the bottom of the Terms and Conditions of Use of Digital Services to confirm that you (a) agree to immediate provision of the digital service; and (b) acknowledge that you will lose your right of cancellation; and

(iii) If you tick the check box referred to above, you will lose your right to cancellation at the point you activate the link to access or start downloading the digital service.

6.1.9 You have no right to cancel after attending or accessing in full or in part the relevant English Language Product. For the avoidance of doubt, in relation to self-access online or blended learning English Language Products you will be deemed to have accessed the whole product once you have accessed the first module whether digitally or in person.

## 6.2 Cancellation after the 14 day cancellation period

6.2.1 After the cancellation period referred to in clause 6.1 above has expired, you have no automatic right to cancel the Contract. Any cancellation of the Contract after this period will need the approval of your local British Council centre – please contact your local British Council centre to explain why you would like to cancel the Contract and to see if the centre will accept the cancellation.

## 7. Course delivery

7.1 The British Council will ensure that each English Language Product is delivered in all material respects as described on the Portal or otherwise. However, the British Council shall be entitled to make variations to the content and delivery of any English Language Product where those variations do not alter the English Language Product materially.

### 7.2 Transferring to another course:

(a) In relation to a face to face taught English Language course only, if you wish to transfer to a different course after you have begun the course specified in your Registration Application because you believe that

the level of the course you have begun is not appropriate for you, please contact the British Council and explain this. Where the British Council agrees that the level of the course you have begun is not appropriate for you, the British Council will use its reasonable efforts to transfer you to a different course (subject to availability) at no additional charge.

(b) If the English Language Product you have purchased relates to virtual learning sessions, you may be able to transfer the dates you have agreed for those sessions.

## **8. Data protection**

8.1 The British Council applies the UK Data Protection Act 2018 to all of its global operations unless the local equivalent law is stronger.

8.2 The UK Data Protection Act works in two main ways. It gives individuals rights over how their personal information is used and sets out rules for organisations that handle personal information.

8.3 The British Council will:

(a) use the personal information that you provide to:

(i) organise and administer the specific British Council English Language Product you have selected including but not limited to facilitating the payment by you of the relevant English Language Product through a designated third party secure payment provider;

(ii) send you information regarding activities, courses, seminars and events organised by the British Council electronically or in any other form, provided that you have not opted out of this;

(iii) request your opinion of the British Council's products and services, provided you have not opted out of this; and

(iv) use the information gathered for research purposes provided you have not opted out of this

(v) carry out teaching activities which may include:

- using personal data (student image and voice) during the real time broadcasting of online classes through the British Council learning hub;

- using student audio or video recordings as academic support;

- connecting with British Council students from other countries, sharing their work and class recordings to learn about other cultures;

- using our third-party digital portfolio Seesaw, for teacher, student and parent engagement, sharing among them students' work e.g. worksheets, photographs, drawings, videos and voice recordings use of the learning hub;

- Personal data collected and shared through and for the purpose of the learning activities described above will only be retained as long as necessary for the purposes it was collected and for the duration of your relationship with us.

Our lawful basis for all course-related administrative and teaching activities is the performance of a contract for the provision of our services.

(b) protect the personal information it is given and make sure that only those who need access to the personal information are able to access it; and

(c) only share the information within the British Council, with organisations that process payments for English Language Products on behalf of the British Council, and with other organisations where such sharing is necessary for a fair and lawful purpose or where we have the individual's consent.

8.4 You should be aware that only the data which is strictly necessary for the administration of your British Council English Language Product in which you or your child (under 18 years) is registered will be held by the British Council.

#### Accessing your personal information

8.5 Under the UK Data Protection Act any individual has the general right to ask for a copy of the personal information held about them. This means that you can ask for the information that the British Council holds about you. This is known as the right of 'subject access'. When making a request you will need to give us:

(a) a request in writing,

(b) proof of your identity and your address; and

(c) any information that the British Council reasonably needs to process the request (for example details of the British Council offices or staff that you have had contact with and when).

8.6 The British Council will not start looking for your information until it has received all of the above. In order to submit your request, or for help making a request, please contact the Data Protection Officer at [Dataprotection@britishcouncil.org](mailto:Dataprotection@britishcouncil.org). Although you should submit a request in writing, if you would like to speak to someone in person, you can contact the British Council by telephone on +44(0)20 7389 3172.

## 9. Diversity and inclusion

9.1 The British Council seeks to ensure equal opportunities are provided to all individuals.

9.2 If you have a disability or special need, the British Council will make reasonable adjustments to make sure that you have, as far as is reasonable, the same access to everything that is involved in participating on the relevant English Language Product as a person without a disability or special need.

9.3 Please provide the British Council with details of your disability and special needs as soon as possible (ideally at least 8 weeks before the relevant English Language Product start date).

## 10. Child protection

10.1 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, UNCRC 1989.

## 11. Your obligations

11.1 You must:

(a) at all times behave with honesty, integrity and show courtesy, consideration and respect to others when participating on an English Language Product;



- (b) prepare for the British Council English Language Product as reasonably required by the British Council;
- (c) attend or otherwise access all sessions and other activities which form part of the British Council English Language Product (subject to absence for medical or other agreed reasons) and participate fully in group work when required; and
- (d) respect the confidentiality of all information that you acquire during the course of your participation in the British Council English Language Product.

11.2 The British Council reserves the right to refuse admission, deny you access to, or to require you to leave an English Language Product if your behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations or the Terms of Use of Digital Services or the Conditions of Sale, or is otherwise unacceptable. The British Council may on occasion have to conduct security searches to ensure the safety of delegates and the venue where a physical English Language Product is delivered (and you hereby consent to this). The unauthorised use of photographic and recording equipment and any form of online duplication of an English Language Product is prohibited.

## **12. Intellectual property**

12.1 The copyright and all other intellectual property rights in all British Council English Language Product materials 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 British Council English Language Product materials or distribute any of these materials via internet or intranet, or disclose or permit the disclosure or sell or hire the same to third parties.

12.2 The British Council agrees to grant to you a non-exclusive royalty free licence to use the relevant British Council English Language Product materials for the purposes of your study and research in relation to the English Language Product you are booked on but not for commercial purposes.

## **13. Disclaimer**

13.1 Nothing in the Conditions of Sale shall limit or exclude the British Council's liability for death and/or personal injury caused by the negligence of the British Council or its employees, agents or subcontractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.

13.2 Subject to clause 13.1, the British Council cannot accept responsibility and expressly excludes liability for any loss or damage to your property that occurs whilst you are attending in person or online the British Council English Language Product. If you are attending an English Language Product in person you should take particular care not to leave mobile phones, blackberry/iPhones/iPads or laptops unattended at any time. Furthermore, the British Council shall under no circumstances whatever be liable to you, whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, loss of business, pure economic loss, or any indirect or consequential loss arising under or in connection with the Contract.

13.3 Subject to clauses 13.1 and 13.2, the British Council's liability under or in connection with the Contract shall be limited to a sum equal to the applicable fee payable for the English Language Product.

## **14. Entire agreement**

14.1 These General Terms and Conditions, the Special Terms and Conditions, the Additional Terms and Conditions,, together with the Registration Application, Acknowledgement, Booking Confirmation and any documents referred to in the Conditions of Sale, as well as the British Council's privacy policy and the Terms of Use of Digital Services constitute the entire Contract between you and the British Council in relation to the relevant English Language Product. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the British Council which is not set out in the Contract and you hereby waive your right to rely upon the same. However, nothing in the Conditions of Sale purports to exclude liability for any fraudulent statement or act.

14.2 The Conditions of Sale and other documents referred to in clause 14.3 apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **15. Waiver**

15.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

## **16. Severance**

16.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

## **17. Applicable laws and dispute resolution**

17.1 Subject to any mandatory laws applicable within the jurisdiction in which the English Language Product is delivered 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 if concluded electronically is deemed to have been formed in England unless the Special Terms and Conditions state otherwise.

17.2 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 comments and complaints page of the British Council's website (<http://www.britishcouncil.org/contact/about-customer-services>) and follow the procedure set out there.

17.3 If a complaint, dispute or claim cannot be 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. However, the British Council retains the right to bring proceedings against you for breach of this Contract in your country of residence or any other relevant country.

## **18. Contacting the British Council**

18.1 If you have any questions, comments or enquiries about this Contract or a British Council English Language Product, please contact us.

## **19. Notices to you**

19.1 The British Council may contact you or provide a notice referred to in this Contract through the Portal or by sending you an email to the nominated email address included in your Registration Application.

## **20. Agreement to the Conditions of Sale**

### **20.1 Online:**

By clicking on the “I Accept” or “Accept and Pay”, as the case may be, check box online you are confirming your agreement to be bound by the Conditions of Sale. The legally binding Contract will come into existence when you receive your Booking Confirmation (as explained in clause 3 above).

### **20.2 In person:**

By signing a paper copy of the Conditions of Sale, you are confirming your agreement to be bound by them. The legally binding Contract will come into existence when a representative of the British Council acknowledges receipt of your payment.

## **Part 2: 1. TERMS AND CONDITIONS OF USE OF DIGITAL SERVICES (relating to virtual English Language Products)**

### **1. By ticking the “I agree” check box, you confirm that you:**

- have read and agreed to these Terms and Conditions of Digital Services;
- understand that you are purchasing either an e-course or virtual learning session e.g. a self-access product or blended learning product and in the case of the latter these Terms and Conditions of Use of Digital Services relate to the virtual part of that product (“Digital Service”) with the British Council.

### **2. Other applicable terms**

2.1 The following terms will also apply to you if you have purchased an English Language Product which is delivered wholly or partially via virtual means:

(a) As the Digital Service will be provided through a third party web browser (such as Internet Explorer, Chrome and Firefox), you should also read the applicable terms of use and privacy policy as these will apply to your use of that web browser. We will provide a link to these as part of the purchase process.

(b) The British Council is the owner or the licensee of all intellectual property rights in the Digital Service and in the design, structure, ‘look and feel’ and the arrangement of the Digital Service.

On payment of the applicable fee for the Digital Service, the British Council hereby grants you a non-exclusive, non-transferable licence to access and use the Digital Service in accordance with these Terms and Conditions of Use of Digital Services only.

(c) You agree not to:

- provide access to the Digital Services to any other individual or legal entity;
- disrupt, interfere with or restrict the use of the services provided by the British Council;
- upload or display any comments or materials through your participation in the Digital Service which are false, offensive, sexually explicit, defamatory, threatening, obscene or unlawful or which infringe intellectual property rights;
- probe, scan or test the vulnerability of the Digital Service or attempt to circumvent or hack any user authentication or security controls in respect of the Digital Service;
- reverse compile, disassemble, reverse engineer, decompile, copy, duplicate, modify or adapt any software or other code or scripts forming part of the Digital Service (except to the extent permitted by law) or attempt to transmit to or via the Digital Service any information that contains a virus, worm, Trojan horse or other harmful or disruptive component;
- change, modify, delete, interfere with or misuse any files or other data created, owned or provided by the British Council or any third party provided as part of the Digital Service (except as expressly permitted under these Terms and Conditions of Use of Digital Services); or
- use the Digital Service in contravention of any applicable law.

(d) We will use reasonable endeavours to make the Digital Service available at the date and time agreed on your Booking Confirmation. However, owing to the nature of the internet, the British Council does not and cannot warrant or guarantee that your use of the Digital Service will be uninterrupted or error-free. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Digital Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

(e) You are responsible for ensuring you have in place all hardware, software and telecommunications necessary to use the Digital Service and shall be responsible for all related charges, including the fees of internet service providers.

(f) Disclaimers and limitation of liability:

(i) Although we will use reasonable endeavours to ensure the content of the Digital Service is accurate and up-to-date, we make no representations, warranties or guarantees, whether express or implied that it is.

(ii) To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

(iii) The British Council encourages freedom of expression, but the views expressed by individuals through the Digital Service may not represent the views of the British Council.

(iv) Nothing in these Terms and Conditions shall exclude or restrict either party's liability for death or personal injury resulting from its negligence (or in the case of the British Council, that of its employees while acting in the course of their employment) or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

(v) Under no circumstances shall the British Council be liable for any actual or alleged indirect loss or consequential loss howsoever arising.

(vi) Subject to the above, the maximum liability of the British Council under or in connection with these Terms of Use of Digital Services, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed an amount equal to the fees paid or payable for the Digital Service.

(g) In relation to these Terms of Use of Digital Services:

I have read and agreed to these Terms and Conditions

Where applicable in accordance with the Terms of Sale, I confirm that I agree to the British Council making the Digital Service available to me immediately (before the end of the 14 day cancellation period referred to in the Terms of Sale) and acknowledge that I will lose my right of withdrawal from the contract once I have begun to access the Digital Service

## **2. Abridged version for reception**

### **Omission of clauses 4.4 (payment by bank transfer), 6.18b, 7.2b and Part 2 (terms and conditions of use of digital services)**

Applicable to consumers for English language placement tests, English language consultations and English language courses delivered in person, virtually, or in a blended format by the British Council.

#### **Part 1: THE GENERAL TERMS AND CONDITIONS 1. About these Conditions of Sale**

1.1 These Conditions of Sale apply to any contract between you and the British Council in respect of your participation on an English language course (including online self-access or blended learning courses) or in a placement test or English language consultation offered by the British Council. These placement tests, consultations and/or courses (including face to face, virtual or blended delivery methods) which includes any associated hard or soft copy materials if (collectively referred to as the “English Language Products”) may be delivered in person, virtually, or in a blended format. Further information about the format of the delivery of the relevant Product to you (including the technical specifications applicable that your computer or mobile device will require in order to access digital content) can be found on our Portal or in other relevant marketing materials.

1.2 Please read the Conditions of Sale carefully before booking or purchasing any English Language Product through the British Council’s online system (the “Portal”) or in person.

1.3 These General Terms and Conditions may be amended by applicable special terms and conditions which relate to our operations in a particular specified jurisdiction and are set out in Part 3 below (the Special Terms and Conditions”) and/or any additional terms and conditions which relate to a particular product, service or virtual download/material which are set out in Part 2 (Terms and Conditions of Use of Digital Services) below and Part 4 below (the Additional Terms and Conditions”). The General Terms and Conditions, the Terms and Conditions of Use of Digital Services, the Special Terms and Conditions, and the Additional Terms and Conditions are collectively referred to here as the “Conditions of Sale”). In the event of any conflict between the General Terms and Conditions, the Terms and Conditions of Use of Digital Services, the Special Terms and Conditions and the Additional Terms and Conditions the following will apply in order of priority: (i) the Additional Terms and Conditions, (ii) the Special Terms and Conditions, (iii) the Terms and Conditions of Use of Digital Services and (iv) the General Terms and Conditions.

1.4 Please note that before booking and/or paying for an English Language Product offered through the Portal or otherwise you will be asked to accept the Conditions of Sale (either online or in person). By clicking on the “I Accept” or “Accept and Pay”, as the case may be, check box online (if you are submitting your application online) or signing a paper copy of the Conditions of Sale (if you are submitting your application in person), you are confirming your agreement to be bound by these Conditions of Sale. If you do not want to accept the Conditions of Sale, you will not be able to attend or otherwise access an English Language Product offered by the British Council.

#### **2. About the British Council and your contract**

2.1 Unless the Special Terms and Conditions state otherwise, you are entering into a legally binding contract with the British Council, which is 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). Its registered office is at 10 Spring Gardens, London, SW1A 2BN. The British Council operates in different countries through local branch and/or affiliated offices as well as locally incorporated subsidiaries. The Special Terms and Conditions and/or the Additional Terms and Conditions will, if applicable, set out additional information regarding this and how it applies to you. These Conditions of Sale may be translated into another language. Such translation is for guidance purposes only unless the Special Conditions state otherwise. If there is a conflict between the English language version and the translated version the English language version shall prevail.

2.2 The contract you enter into on these Conditions of Sale is personal to you and so you cannot assign or transfer any or all of your rights or obligations under these Conditions of Sale without the prior written consent of the British Council.

2.3 The British Council may assign or otherwise transfer the Contract (in whole or in part), or subcontract or delegate the delivery of the English Language Product 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.

2.4 For the purposes of these Conditions of Sale, “you” means the person identified as the participant associated with the English Language Product in the application to attend or otherwise access an English Language Product offered through the Portal or otherwise advertised by the British Council (the “Registration Application”) or, if the participant is under 18 years old, the parent or guardian submitting the Registration Application.

### **3. How to book on and pay for an English Language Product**

3.1 A Registration Application offer is made by you when:

- (a) you submit an application to attend or otherwise access a specified English Language Product at a particular venue or jurisdiction and for a particular date and/or time (if applicable) and/or virtually;
- (b) you have agreed to these Conditions of Sale; and
- (c) the British Council or its designated third party payment gateway provider (whichever is the earlier) receives a legitimate payment into its designated bank account, or the British Council otherwise receives such moneys in cash or bank transfer of the relevant funds associated with that English Language Product.

3.2 By submitting a Registration Application, you are:

- (a) making an offer to attend or otherwise access the English Language Product subject to these Conditions of Sale; and
- (b) confirming that you are at least 18 years of age.

3.3 A Registration Application may only be submitted by individuals who are at least 18 years old. Under 18s who would like to make a Registration Application should ask their parent or guardian to make the Registration Application on their behalf and confirm that they agree to these Conditions of Sale.

3.4 If you submit your Registration Application:

- (a) through the Portal, then upon receipt by the British Council of the information described in clauses 3.1(a) and 3.1(b) in respect of your Registration Application, you will receive confirmation from the British Council acknowledging that it has received this information and confirming, subject to receipt of payment, the details of the English Language Product you shall be booked on (the “Acknowledgement”). When payment has been received in accordance with clause 3.1(c) a receipt shall be sent to you via a pop-up message or email or other form of electronic notification which you can print (“Booking Confirmation”). Such Booking Confirmation shall contain a copy of the Conditions of Sale.;
- (b) in person, the British Council representative shall confirm, subject to receipt of payment in accordance with clause 3.1(c), the details of the English Language Product you are interested in, (the “Acknowledgement”). The Booking Confirmation shall be given to you or sent to you when payment has been received in accordance with clause 3.1(c). A copy of the Conditions of Sale will either be given to you in person as part of the Acknowledgement or as part of the Booking Confirmation

3.5 For the avoidance of doubt, if you undertake a booking online the Contract for that English Language Product will be deemed to have become legally enforceable when the Booking Confirmation pop-up, email, or other form of electronic notification is sent to you.

3.6 The Booking Confirmation will be deemed as confirmation of the British Council's acceptance of your registration for the relevant English Language Product and this acceptance brings into existence a legally binding contract between you and the British Council on these Conditions of Sale (the “Contract”).

3.7 Unless cancelled earlier in accordance with the Conditions of Sale, the Contract shall terminate once the relevant English Language Product has been delivered in full, at which point the obligations set out in the Conditions of Sale shall cease (except for the restrictions on use of course materials set out in clause 12, which will continue forever).

3.8 If you have not received your Booking Confirmation within 72 hours after submitting your Registration Application, please contact the British Council by sending an email to

indiacustomer@in.britishcouncil.org. No place will have been reserved for you until you are sent your Booking Confirmation. Details of how you can access an English Language Product which is delivered wholly or partially as a Digital Service will be sent to you either as part of the Booking Confirmation or separately by email or other electronic notification.

#### **4. How to pay**

4.1 All prices for English Language Products offered through the Portal will be displayed on the Portal (or notified to you in person, where applicable). All prices quoted include applicable taxes and charges incurred by the British Council for use of debit or credit cards unless otherwise stated. You may incur additional charges for the use of debit or credit cards from your provider and such charges are in addition to the advertised British Council fee. Fees may change from time to time, but this will not affect any Registration Application which has been confirmed by a Booking Confirmation.

##### **4.2 Payment by credit or debit card**

4.2.1 Payment can be made by credit or debit card as explained in the Registration Application process. In all cases the British Council treats payment 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.

4.2.2 Payments by credit or debit card are processed immediately via a third party payment processor over a secure link. No card details are held by the British Council. Where you make a payment online, you will receive a receipt of payment for all credit or debit card payments by e-mail or a pop-up in your Portal account or other form of electronic notification (as applicable) and this, for the avoidance of doubt, will be the Booking Confirmation.

##### **4.3 Payment by cash or card**

4.3.1 Where you are submitting your Registration Application in person, the British Council may accept payment of the applicable fee in cash or by card. Receipt of such payment (subject to clause 3.1) will form the Booking Confirmation.

4.4 You shall have no right to attend or otherwise access the relevant English Language Product until the applicable fee has been paid, and until the applicable fee is paid in full the British Council may prevent you from attending or otherwise accessing all or any part of the relevant English Language Product, without liability to you.

#### **5. Cancellation by the British Council**

5.1 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 relevant English Language Product start date (including prior to you first accessing for the first time any self-access product, blended learning product, or other online English Language Product. If the British Council cancels the Contract pursuant to this clause 5.1 it shall refund any fees already paid by you in connection with the relevant English Language Product.

5.2 The British Council may also cancel the Contract at any time, without liability to you if:

- (a) you fail to pay any sum owing to the British Council in connection with the relevant English Language Product as required by the payment terms set out in clause 4 above; or
- (b) you breach the Conditions of Sale; or
- (c) the British Council is unable to provide the relevant English Language Product in full due to a reason beyond its reasonable control.

5.3. If the British Council cancels the Contract under clause 5.2(a) or clause 5.2(b) the British Council shall be entitled to retain (or be paid the balance of, as the case may be) the applicable fee in full.

5.4 If the British Council cancels the Contract under clause 5.2(c) you shall be entitled to elect either: (i) to receive a full refund of the applicable fee; or (ii) (subject to availability) to attend/access an alternative equivalent English Language Product. If you elect option (ii) and the fee applicable to the alternative equivalent English Language Product is greater than the fee applicable to the cancelled English Language Product, you shall be obliged to pay the difference in accordance with clause 4. If you elect option (ii) and the fee applicable to the alternative equivalent English Language Product is lower than the fee applicable to the cancelled English Language Product, the British Council shall refund the difference. You must notify the British Council in writing (including email), of your preferred option within fourteen (14) calendar days from you being notified by the British Council that the relevant English Language Product has been cancelled.



## **6. Cancellation by you**

### **6.1 Cancellation within the 14 day cancellation period**

6.1.1 You may cancel the Contract within 14 days after receiving your Booking Confirmation without giving any reason.

6.1.2 The cancellation period will expire after 14 days from the day after you receive your Booking Confirmation.

6.1.3 To exercise the right to cancel, you must inform the British Council of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or an email to the email address stated in clause 5.4). You may use the model cancellation form (see Annex A in the download document), but this is not compulsory.

6.1.4 To meet the cancellation deadline, it is sufficient for you to send your cancellation statement before the cancellation period has expired.

#### **Effect of cancellation**

6.1.5 If you cancel the Contract within the 14 day cancellation period noted in clause 6.1.1 above, the British Council will reimburse to you all payments received from you in respect of the relevant English Language Product.

6.1.6 The British Council will make the repayment without undue delay, and not later than 14 days after it is informed about your decision to cancel the Contract.

6.1.7 The British Council will make the repayment to the same payment card for online payments. All other repayments will normally be made by bank transfer.

6.1.8(a) Except in the case of self-access products or blended learning products, if you submit your Registration Application on a date that means the English Language Product start date will occur during the cancellation period described in this clause 6.1 you access those English Language Products during the cancellation period, you acknowledge that you are expressly requesting a place on or access to the English Language Product to begin during the cancellation period and if you subsequently cancel the Contract, you shall be liable to pay the British Council an amount which is proportionate to the services that the British Council has performed in providing the relevant English Language Product up until you have informed the British Council of your desire to cancel the Contract.

6.1.9 You have no right to cancel after attending or accessing in full or in part the relevant English Language Product. For the avoidance of doubt, in relation to self-access online or blended learning English Language Products you will be deemed to have accessed the whole product once you have accessed the first module whether digitally or in person.

### **6.2 Cancellation after the 14 day cancellation period**

6.2.1 After the cancellation period referred to in clause 6.1 above has expired, you have no automatic right to cancel the Contract. Any cancellation of the Contract after this period will need the approval of your local British Council centre – please contact your local British Council centre to explain why you would like to cancel the Contract and to see if the centre will accept the cancellation.

## **7. Course delivery**

7.1 The British Council will ensure that each English Language Product is delivered in all material respects as described on the Portal or otherwise. However, the British Council shall be entitled to make variations to the content and delivery of any English Language Product where those variations do not alter the English Language Product materially.

### **7.2 Transferring to another course:**

(a) In relation to a face to face taught English Language course only, if you wish to transfer to a different course after you have begun the course specified in your Registration Application because you believe that the level of the course you have begun is not appropriate for you, please contact the British Council and explain this. Where the British Council agrees that the level of the course you have begun is not appropriate for you, the British Council will use its reasonable efforts to transfer you to a different course (subject to availability) at no additional charge.

## **8. Data protection**

8.1 The British Council applies the UK Data Protection Act 1998 to all of its global operations unless the local equivalent law is stronger.

8.2 The UK Data Protection Act works in two main ways. It gives individuals rights over how their personal information is used and sets out rules for organisations that handle personal information.

8.3 The British Council will:

(a) use the personal information that you provide to:

(i) organise and administer the specific British Council English Language Product you have selected including but not limited to facilitating the payment by you of the relevant English Language Product through a designated third party secure payment provider;

(ii) send you information regarding activities, courses, seminars and events organised by the British Council electronically or in any other form, provided that you have not opted out of this;

(iii) request your opinion of the British Council's products and services, provided you have not opted out of this; and

(iv) use the information gathered for research purposes provided you have not opted out of this;

(b) protect the personal information it is given and make sure that only those who need access to the personal information are able to access it; and

(c) only share the information within the British Council, with organisations that process payments for English Language Products on behalf of the British Council, and with other organisations where such sharing is necessary for a fair and lawful purpose or where we have the individual's consent.

8.4 You should be aware that only the data which is strictly necessary for the administration of your British Council English Language Product in which you or your child (under 18 years) is registered will be held by the British Council.

Accessing your personal information

8.5 Under the UK Data Protection Act any individual has the general right to ask for a copy of the personal information held about them. This means that you can ask for the information that the British Council holds about you. This is known as the right of 'subject access'. When making a request you will need to give us:

(a) a request in writing,

(b) a £10.00 fee;

(c) proof of your identity and your address; and

(d) any information that the British Council reasonably needs to process the request (for example details of the British Council offices or staff that you have had contact with and when).

8.6 The British Council will not start looking for your information until it has received all of the above. In order to submit your request, or for help making a request, please contact the Data Protection Officer at [Dataprotection@britishcouncil.org](mailto:Dataprotection@britishcouncil.org). Although you should submit a request in writing, if you would like to speak to someone in person, you can contact the British Council by telephone on +44(0)20 7389 3172.

## **9. Diversity and inclusion**

9.1 The British Council seeks to ensure equal opportunities are provided to all individuals.

9.2 If you have a disability or special need, the British Council will make reasonable adjustments to make sure that you have, as far as is reasonable, the same access to everything that is involved in participating on the relevant English Language Product as a person without a disability or special need.

9.3 Please provide the British Council with details of your disability and special needs as soon as possible (ideally at least 8 weeks before the relevant English Language Product start date).

## **10. Child protection**

10.1 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, UNCRC 1989.

## **11. Your obligations**

11.1 You must:

(a) at all times behave with honesty, integrity and show courtesy, consideration and respect to others when participating on an English Language Product;

(b) prepare for the British Council English Language Product as reasonably required by the British Council;

(c) attend or otherwise access all sessions and other activities which form part of the British Council English Language Product (subject to absence for medical or other agreed reasons) and participate fully in group work when required; and

(d) respect the confidentiality of all information that you acquire during the course of your participation in the British Council English Language Product.

11.2 The British Council reserves the right to refuse admission, deny you access to, or to require you to leave an English Language Product if your behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations or the Terms of Use of Digital Services or the Conditions of Sale, or is otherwise unacceptable. The British Council may on occasion have to conduct security searches to ensure the safety of delegates and the venue where a physical English Language Product is delivered (and you hereby consent to this). The unauthorised use of photographic and recording equipment and any form of online duplication of an English Language Product is prohibited.

## **12. Intellectual property**

12.1 The copyright and all other intellectual property rights in all British Council English Language Product materials 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 British Council English Language Product materials or distribute any of these materials via internet or intranet, or disclose or permit the disclosure or sell or hire the same to third parties.

12.2 The British Council agrees to grant to you a non-exclusive royalty free licence to use the relevant British Council English Language Product materials for the purposes of your study and research in relation to the English Language Product you are booked on but not for commercial purposes.

## **13. Disclaimer**

13.1 Nothing in the Conditions of Sale shall limit or exclude the British Council's liability for death and/or personal injury caused by the negligence of the British Council or its employees, agents or subcontractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.

13.2 Subject to clause 13.1, the British Council cannot accept responsibility and expressly excludes liability for any loss or damage to your property that occurs whilst you are attending in person or online the British Council English Language Product. If you are attending an English Language Product in person you should take particular care not to leave mobile phones, blackberry/iPhones/iPads or laptops unattended at any time. Furthermore, the British Council shall under no circumstances whatever be liable to you, whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, loss of business, pure economic loss, or any indirect or consequential loss arising under or in connection with the Contract.

13.3 Subject to clauses 13.1 and 13.2, the British Council's liability under or in connection with the Contract shall be limited to a sum equal to the applicable fee payable for the English Language Product.

## **14. Entire agreement**

14.1 These General Terms and Conditions, the Special Terms and Conditions, the Additional Terms and Conditions,, together with the Registration Application, Acknowledgement, Booking Confirmation and any documents referred to in the Conditions of Sale, as well as the British Council's privacy policy and the Terms of Use of Digital Services constitute the entire Contract between you and the British Council in relation to the relevant English Language Product. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the British Council which is not set out in the Contract and you hereby waive your right to rely upon the same. However, nothing in the Conditions of Sale purports to exclude liability for any fraudulent statement or act.

14.2 The Conditions of Sale and other documents referred to in clause 14.3 apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**15. Waiver**

15.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

**16. Severance**

16.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

**17. Applicable laws and dispute resolution**

17.1 Subject to any mandatory laws applicable within the jurisdiction in which the English Language Product is delivered 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 if concluded electronically is deemed to have been formed in England unless the Special Terms and Conditions state otherwise.

17.2 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 comments and complaints page of the British Council's website (<http://www.britishcouncil.org/contact/about-customer-services>) and follow the procedure set out there.

17.3 If a complaint, dispute or claim cannot be 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. However, the British Council retains the right to bring proceedings against you for breach of this Contract in your country of residence or any other relevant country.

**18. Contacting the British Council**

18.1 If you have any questions, comments or enquiries about this Contract or a British Council English Language Product, please contact us.

**19. Notices to you**

19.1 The British Council may contact you or provide a notice referred to in this Contract through the Portal or by sending you an email to the nominated email address included in your Registration Application.

**20. Agreement to the Conditions of Sale**

20.1 Online:

By clicking on the "I Accept" or "Accept and Pay", as the case may be, check box online you are confirming your agreement to be bound by the Conditions of Sale. The legally binding Contract will come into existence when you receive your Booking Confirmation (as explained in clause 3 above).

20.2 In person:

By signing a paper copy of the Conditions of Sale, you are confirming your agreement to be bound by them. The legally binding Contract will come into existence when a representative of the British Council acknowledges receipt of your payment.

### **3. Summary of cancellation terms**

The policy below must be used in countries where online payment is enabled as it aligns with the Global Conditions of Sale for Learning English with the British Council (GCOS). The GCOS do not specify a credit policy but this is required in situations where it is not possible to transfer students to another class immediately. To aid the clearing of expired credits consistently across centres we have aligned credit policies where possible.

The summary cancellation policy should be:

- Added to the back of the course payment receipt in SMS
- Used to provide an oral summary of the cancellation policy at the point of sale