

This Website is controlled and operated by The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department, Cambridge University Press & Assessment of Shaftesbury Road, Cambridge CB2 8EA UK.. Cambridge English is a part of Cambridge University Press & Assessment ("Cambridge English").

Your use of the Services provided through this Website is governed by these legal terms and conditions of Use and Purchase (the "**Terms of Use**"), and by entering and using this Website and any other websites notified to You as part of Your registration from time to time You confirm that You agree to these Terms of Use.

Our Tests may be taken by people of any age, gender, race, nationality or religion. Although they are designed for native speakers of languages other than English, no language related restrictions apply.

LINGUASKILL TEST SUMMARY REGULATIONS FOR CANDIDATES

Entering for a test

You must register for a test through a Centre. Your contract is with the Centre and you pay your test fees to them.

You cannot transfer an entry from one test to another.

We will always try at the request of your Centre to make arrangements for candidates with special requirements (e.g. extra time or adapted papers). You must tell your Centre as soon as possible if you have any special requirements. Depending on what is required and which test you are taking, up to 3 months' notice may be required.

We value the integrity and reliability of our tests and therefore have strategies, such as statistical analysis, that counter attempts at cheating and other forms of malpractice. The investigation of suspected malpractice cases may delay results. We, alongside Cambridge Linguaskill Agents and Direct Customers reserve the right not to issue results for those candidates who breach our rules and regulations, or to cancel results if we believe the scores are not valid.

For some tests your results will be available from the Results Service website by the date specified. You need to register for access to this site. Your Centre will provide you with the registration details. For other tests your results will be released to your Centre who will forward the information on to you. We may amend result information under exceptional circumstances.

We will not give feedback on your performance for individual questions. All the available information is given in your Test result form.

A name amendment can be requested under certain circumstances for up to two years after the test. For details please contact your Centre.

LINGUASKILL TERMS OF USE FOR CANDIDATES

Entering for a Test

For the avoidance of doubt Linguaskill is for candidates over 14 years of age. Cambridge English owns all rights, licences and intellectual property of the Linguaskill product (the "**Owner**"). Each Candidate must register for a Test through a Centre. Each Candidate's contract is with the Centre and the Candidate will pay any Test fees to the Centre. We will always try to make arrangements for candidates with special requirements. The Candidate must tell the Centre as soon as possible if you have any special requirements. Depending on what is required and which Test you are taking, up to 3 months' notice may be required. You can take Linguaskill if you are under 14, but it is not recommended. The test content of both Linguaskill and the LINGUASKILL test are designed for adult English language learners.

Intellectual Property

You acknowledge that Linguaskill is and remains the intellectual property of the LINGUASKILL Owner and the results report are made available to you only for the purpose of you taking Linguaskill. You must not use, copy, reproduce or distribute Linguaskill or any element of it or the results report other than for the purposes of taking Linguaskill.

ALL SOUNDS AND TEST MATERIAL AND ALL TECHNICAL INFRASTRUCTURE RELATING TO IT) ARE THE PROPERTY OF CAMBRIDGE ENGLISH (UNLESS WE NOTIFY YOU OTHERWISE) AND PROTECTED BY INTERNATIONAL COPYRIGHT AND DATABASE RIGHTS LAWS AND MUST NOT BE USED, DISPLAYED, MODIFIED, ADAPTED, DISTRIBUTED, TRANSMITTED, TRANSFERRED, PUBLISHED OR OTHERWISE REPRODUCED IN ANY FORM BY ANY MEANS OTHER THAN STRICTLY IN ACCORDANCE WITH THIS AGREEMENT OR BY THE EXPRESS WRITTEN AUTHORITY OF CAMBRIDGE ENGLISH. © CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT 2022

All other rights are reserved.

Reference: Linguaskill Candidate TCs	Status/Version: 4	Date: 26/09/2022
Owner: MLT Senior Delivery Manager	Classification: External use	Page 1 of 5

Privacy and Personal Data

Your use of Linguaskill is subject to applicable terms of the LINGUASKILL privacy policy which is found at <https://www.Linguaskill.org/policy/privacy-policy>.

The LINGUASKILL writing and speaking tests are assessed with the support of auto-marking processes which means we are able to provide a result to you in the quickest possible way. For details regarding the auto-marking process please visit <https://www.cambridgeenglish.org/exams-and-tests/linguaskill/information-about-the-test/the-science-behind-the-test/>.

Cambridge English may share your personal data with Cambridge Linguaskill Agent and Direct Customers and other third parties as detailed in our privacy policy. Cambridge English may, in connection with the relevant tests, process your personal data to analyse or predict aspects about your performance or behaviour and also make decisions about your behaviour or performance (including marking your test answers) using technology without any human involvement: a process that you may also see referred to as auto-marking. Your rights in relation to auto-marking are set out within the privacy policy detailed above.

If you feel that the auto-mark you have received was inaccurate, you can request for a person to review the marking process by contacting the Helpdesk at helpdesk@cambridgeenglish.org and we will supply a person who is suitably qualified to carry out your request. This request must be sent within 30 days of the test sitting.

Please note that the decision of the person undertaking the review is final, and in the unlikely event that your mark changes, your mark could go up or down. The review will take place within 60 days of receiving the request. If you wish to query your result for any other reason, please contact the test centre where you took the LINGUASKILL test.

Liability and Services Disclaimer

Taking Linguaskill requires uninterrupted access to the internet, power supply, web sites or services that are not owned or controlled by Cambridge Assessment. We have no control over, and assume no responsibility for such access or services. You further acknowledge and agree that the LINGUASKILL Owner shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such access or services.

The LINGUASKILL Owner and any other party involved in creating, producing or delivering Linguaskill are not liable for any direct, incidental, indirect, consequential 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 contents of Linguaskill.

In any event, our maximum liability is limited to re-supplying Linguaskill.

Use

If you become aware of any misuse of the Website, or any security breach in connection with these Terms of Use that could compromise the security or integrity of the Website or otherwise adversely affect Cambridge English, or if a Candidate learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, the Candidate shall promptly notify Cambridge English and fully co-operate with Cambridge English to remedy the issue as soon as reasonably practicable.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We also reserve the right to change, limit or discontinue any aspect, content or feature of Linguaskill as well as the site or platform on which Linguaskill is made available.

If a revision is material we will try to provide reasonable notice prior to any new terms taking effect. What constitutes a material change and what constitutes reasonable notice will be determined at our sole discretion.

LINGUASKILL TERMS & CONDITIONS (FOR BOTH CANDIDATE & AGENT/ BUSINESS/ INSTITUTION)

Jurisdiction

These Terms of Use shall be governed by and construed in accordance with English law and any dispute arising out of the supply and purchase of the Test(s) or Services shall be subject to the exclusive jurisdiction of the English

Reference: Linguaskill Candidate TCs	Status/Version: 4	Date: 26/09/2022
Owner: MLT Senior Delivery Manager	Classification: External use	Page 2 of 5

Courts. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these terms and conditions.

Force Majeure

Cambridge English shall have no liability to an Institution, Candidate or third party under these Terms of Use if it is prevented from or delayed in performing its obligations under these Terms of Use, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Cambridge English or its sub-contractors.

Other important terms

These Terms of Use together with Cambridge English's Data Protection and Privacy Statement, any Booking form, any payment method instructions or any order acknowledgement, constitute the entire agreement between Cambridge English and You with respect to the purchase and supply of the Test or Services.

Cambridge English will not be deemed to be in breach of these Terms of Use or held liable to the Candidate for any delay in performance or failure to perform any of its obligations to the Candidate to the extent that such delay or non-performance is due to any cause beyond Cambridge English's reasonable control.

Cambridge English may terminate or suspend Your access to, or use of, any ordering or other features of this website, without notice, for any conduct that Cambridge English believes is disruptive to this website or is in violation of any applicable law or these Terms of Use, including without limitation any infringement of Cambridge English's Intellectual Property or other rights.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

If You breach these Terms of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where You breach these Terms of Use.

Notices

Any notice required to be given under these terms and conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address set out in these Terms of Use.

Language Version

In the event that these Terms of Use are translated into any language other than English, the terms of the English Language version shall prevail.

Contact us

In the event of any comments or questions concerning these terms and conditions, please contact us through the [Helpdesk](#).

Definitions and Interpretation

Under these terms and conditions, unless the context otherwise requires, the following words have the following meanings:

'Entry Code' means the entry code provided to candidate for the access to a paid for or unpaid test. An entry code must be entered to access specified test and test bookings.

'Test' or **'Test Material'** shall mean a test and any associated documentation, software or other material.

'Booking' shall mean a confirmed and, where applicable, paid for, test(s).

'Business Day' means any day which is not a Saturday, Sunday or public holiday in the United Kingdom.

'Cambridge English' / 'we' / 'us' / 'our' means The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department, Cambridge University Press & Assessment. Cambridge English is a part of Cambridge University Press & Assessment.

Reference: Linguaskill Candidate TCs	Status/Version: 4	Date: 26/09/2022
Owner: MLT Senior Delivery Manager	Classification: External use	Page 3 of 5

'Cambridge Linguaskill Agent' means an institution approved by Cambridge to actively promote, sell and administer Linguaskill.

'Cambridge Linguaskill Direct Customer' means a company or business directly authorised by Cambridge to offer Linguaskill.

'Candidate' shall mean someone who has a confirmed (and in some cases paid) booking through this site with a centre, institution or employer to take a test (following receipt of a booking confirmation e-mail).

'Centre', shall mean a place which can provide test taking facilities as provided for under the Website.

'Confidential Information' means information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information.

'Content' means Website content and candidate content whether provided by Cambridge Assessment English or a third-party.

'Institution' means any accredited educational institution or any corporation or business entity purchasing tests for its organisation.

'Intellectual Property Rights' means all Intellectual property rights of Cambridge English or the University of Cambridge including any patent, rights to inventions, utility models, copyright and related rights, database rights, registered design, trademarks, trade names, logos, service marks, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, moral rights, rights in confidential information (including know-how and trade secrets) and any other Intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

'License' means the limited permission granted to specified candidates to use this website under these terms of use.

'Payment' shall mean the monies paid by candidate(s) for the services received from Cambridge Assessment English through this Website.

'Policies' shall mean the data protection, privacy and confidentiality policies notified to you.

'Security Feature' means any security feature implemented by Cambridge Assessment English including any key, PIN, or password.

'Service' or **'Services'** shall mean the service(s) to be delivered by Cambridge Assessment English through this website.

'Test' shall mean an application to sit one of the tests owned and or managed by Cambridge Assessment English through the website.

'Third Party' or **'Third Party Services'** shall mean the services to be delivered by a centre, institution or employer or other entities and not Cambridge Assessment English.

'Candidate(s)'/ 'You'/'Your' shall mean either an individual candidate, or an individual who is authorised to access the content through a secure network at/via his/her affiliation with a purchasing centre, institution or employer as a current student or employee, and everyone who accesses and/or uses the website, including, individuals who have been provided with an entry code. References in these terms of use to 'You', 'Your' or 'Candidates' are interchangeable.

'Validity Period' means the period for which entry codes are valid and varies depending on the test but will expire at the end of the applicable advertised registration period.

'Virus(es)' means anything or a device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the candidate experience, including worms, trojan horses, viruses and other similar things or devices.

'Website' means this website and any other website notified to you as part of your registration, access or use of the services from time to time.

Reference: Linguaskill Candidate TCs	Status/Version: 4	Date: 26/09/2022
Owner: MLT Senior Delivery Manager	Classification: External use	Page 4 of 5

'Website Content' means all material contained in the website including without limitation all articles, content, discussion content, tests, answer keys, text, images, scripts, tests and sounds added to the website by Cambridge English

Reference: Linguaskill Candidate TCs	Status/Version: 4	Date: 26/09/2022
Owner: MLT Senior Delivery Manager	Classification: External use	Page 5 of 5