

# **Candidate Terms and Conditions**

This <u>second version</u> of the candidate Terms and Conditions was released in September 2024. They are updated periodically as required.

These are the Terms and Conditions under which Linguaskill tests are provided. Further information about Linguaskill can be found on <a href="mailto:cambridgeenglish.org">cambridgeenglish.org</a> and a list of Linguaskill Centres can be found on our website <a href="mailto:here">here</a>. Anyone who requires additional information should contact their nearest Linguaskill Centre.

Please note that initially Linguaskill can only be taken in centre. We anticipate being able to deliver Linguaskill remotely by 2025.

#### Important note

Cambridge University Press & Assessment accepts Linguaskill test entries on the basis that Authorised Linguaskill Centres and candidates fully understand the Regulations contained within these Terms and Conditions. Linguaskill Centres may ask candidates to confirm that this is the case. It is the Centre's responsibility to ensure that all candidates are made aware of the information contained in these Terms and Conditions at the time of registration.

If any of these regulations and conditions are deemed invalid, void or for any reason unenforceable, that regulation or condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

#### **Definitions**

Cambridge English/Cambridge /we/us/our	Experts in English language assessment, responsible for creating and marking the Cambridge English Linguaskill test. Cambridge English is part of Cambridge University Press & Assessment.
Linguaskill Centre	Cambridge Authorised Linguaskill Centre means an institution approved by Cambridge to offer any of the Linguaskill Tests.
Candidate(s), you or your	Someone who has registered with a Centre to take a Linguaskill test. References in these terms of use to 'You', 'Your' or 'Candidates' are interchangeable.
Metrica	The Cambridge English Test Portal, more frequently known as Metrica, is an online portal used to administer Linguaskill Tests. It is controlled and operated by Cambridge English which is part of Cambridge University Press & Assessment.
Linguaskill Test or Test Material	The test and any associated documentation, software or other material.

Linguaskill is a modular online multi-level test of English language proficiency that reports results on an internationally recognised reference framework called the Common European Framework of Reference for Languages (CEFR). Linguaskill has two variants: Linguaskill and Linguaskill Business.

By entering and using the Cambridge English Test Portal (Metrica) and any other websites notified to the candidate as part of registration, the candidate is confirming that they agree to these Terms and Conditions and regulations under which the Linguaskill and Linguaskill Business tests are provided.



# Regulations

# 1. Registering for the Linguaskill Test

- 1.1 Candidates can only register for a Linguaskill test through an Authorised Linguaskill Centre. The Centre will advise on matters such as the test date, invigilation method and test fees.
- 1.2 The Linguaskill test is not recommended to persons under 16 years of age and candidates taking the test remotely (not in Centre) must be 18 years old or older. The test content of Linguaskill is designed for adult English language learners.
- 1.3 A candidate's contract is with the Linguaskill test centre, and test fees will be paid directly to them. Fees may vary from region to region, depending on variations in local costs.
- 1.4 Linguaskill is a modular test and candidates can take any combination of the modules on a test date subject to them being run and administered by the centre on that date.
- 1.5 Linguaskill test centres decide whether to accept a registration or not. Once registration is paid, candidates cannot transfer their test entry to another Linguaskill test centre.
- 1.6 Linguaskill tests use an AI invigilation service in addition to face-to-face invigilation for in centre tests, and Linguaskill tests taken remotely using AI and live (remote) invigilation. The AI invigilation service uses video/image data, audio and event logs for the purpose of assessing test security. Recordings will be retained for 6 months.
- 1.7 Candidate responses to the Speaking test will be recorded and are kept for the purpose of result assessment and validation, and product research and development.
- 1.8 Attempts to breach regulations may result in the registration being cancelled without any refund of fees and/or a candidate result being withheld temporarily during investigation, or permanently if regulations have been breached.
- 1.9 Wherever possible, Cambridge makes access arrangements for candidates with special requirements (e.g., extra time, online modified adaptive Listening and Reading version or off-line modified papers). Enquiries about this service must be made to the Linguaskill Centre as soon as possible. Access arrangement versions taken online and including extra time need to be made two days before the Linguaskill test is taken. Requests for offline paper-based versions should be made at least three weeks before the date a candidate plans to take the test.
- 1.10 Where a candidate is unable to attend the Linguaskill test or is disadvantaged on the test day owing to illness, injury, or an exceptional event, we request that you notify your centre, in writing, for special consideration. Supporting evidence should be provided and the request should be made at the earliest possibility and no later than 48 hours after the Linguaskill test date. Requests for special consideration cannot be made after results have been released.
  - Your Linguaskill centre will consider the request and may provide an alternative test date or offer a full or partial refund of the fee. Requests for refunds for other reasons will only be considered in exceptional cases.
- 1.11 Taking the Linguaskill test requires uninterrupted access to the internet, power supply and devices or services that are not owned or controlled by Cambridge English. Cambridge English has no control over and assumes no responsibility for such access, devices, or services. When booking a Linguaskill test, you or your parent/guardian acknowledge and agree that Cambridge will 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, devices, or services.



## 2 Photo ID and Photo Upload

- 2.1 The candidate must provide their passport/ID number to the centre at the time of registration and bring the same ID to the Linguaskill test. The Centre should be informed of any change to the identity document before the test date. A candidate ID must be valid, original, and unexpired. This should be a passport or government-issued national identity card.
- 2.2 If a candidate does not bring their ID to the Linguaskill test, they may not be allowed to take the Linguaskill test, or they may not receive a result.
- 2.3 For Linguaskill tests the candidate identity document number will be displayed on the Certificate and added to the Results Verification Service website.
- 2.4 Verification of identity may also include biometric checks such as finger/thumb printing, reading of biometric data stored on identity documents, and voice and facial identification. Other verification measures may include signature/handwriting comparison, photographing/video surveillance, and other forms of electronic confirmation. Centre staff carry out verification of identity and sometimes by authorised Cambridge English representatives.
- 2.5 Only the person registered for the Linguaskill test can take the test. If Centre staff doubt your identity, you will not be allowed to sit the test.
- 2.6 On the day of the test candidates are required to have a photo(s) taken. This is a mandatory requirement and is one of the methods for checking identity. By registering for the Linguaskill test, a candidate, or their parent/guardian, acknowledges that a digital photo is required. If the candidate does not have a test day photo taken, they will not be able to start the test.
- 2.7 The photo will be displayed on the Certificate and on the Results Verification Service website cambridgeenglish.org/verifiers. Candidates choose who can view it by sharing their result via the Cambridge English Test Portal (Metrica) with their chosen institution.
- 2.8 Cambridge English will also use the photo and passport/ID number for malpractice checks.

# 3 Taking the Linguaskill test

#### **Electronic Items**

- 3.1 Candidates must not keep watches or any electronic items, such as mobile phones, recording devices, audio/video players, smart watches, etc. in the test room during the test. Any candidate who breaches these conditions will not receive a Linguaskill test result or be eligible for a refund. The exception would be medical support devices or items which you must notify your centre of before the test. While the centre will take all reasonable measures to secure your items in the belongings area, they cannot be held responsible for any loss.
- 3.2 Centres or Cambridge English representatives may use electronic detection scanning devices such as hand-held metal detectors/wands.
- 3.3 Centres must tell candidates before the test day about the arrangements for electronic items, so that candidates can decide whether to bring these with them.

### Starting the test

- 3.4 Arrive at the test centre/venue before the scheduled test start time. If you arrive late, you may not be allowed to take the test and you may not be eligible for a refund.
- 3.5 Leave all personal belongings in the designated belongings area. The only items that candidates may bring into the test room are their registered identity document, standard pen(s), pencil(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.



- 3.6 When entering login information to start the Linguaskill test on the Cambridge English Test Portal (Metrica) candidates should carefully check the information in the Candidate Information Screen, particularly for any incorrect spellings. Any corrections should be drawn to the attention of the Linguaskill Centre immediately.
- 3.7 Candidates will be asked to provide Candidate Information which will be used as part of Cambridge English's research programme to improve the quality of the Linguaskill tests. The information provided is treated anonymously and is strictly confidential. It is essential that candidates enter the same email address each time so that the system can link their accounts and produce a multi-skill Certificate.
- 3.8 Some key rules and regulations on what candidates can and cannot do during the Linguaskill test are provided in the Notice to Candidates. Candidates will be provided with a link to the Notice to Candidates via their email confirmation.
- 3.9 Inform the invigilator at once if your headphones/microphone are not working or you don't see the correct test on your computer screen or if the test is incomplete or illegible.
- 3.10 Raise your hand if you need to ask the invigilator something. Candidates may not ask for, and will not be given, any explanation of the test questions.
- 3.11 Candidates must not:
  - talk to or disturb other candidates once the test has started.
  - lend anything to, or borrow anything from, another candidate during the test.
  - eat, smoke or vape in the test room.
  - leave the test room without the permission of the invigilator.
  - leave the test room at the end of the test until you have been told you can leave.
  - engage in any form of malpractice which may damage the integrity and security of the Linguaskill test. Further information on Malpractice can be found in section 4.
- 3.12 The use of offensive, such as rude or racist, language in Linguaskill test responses will not be accepted and a Linguaskill test will not be marked, or a result given. The decision by Cambridge English on this is final.
- 3.13 Invigilators and supervisors may detect and report Malpractice. This may also be detected by an Al invigilation service, Linguaskill examiners during marking and by statistical checks applied to candidates' answers.
- 3.14 Candidates should be made aware that their Speaking test will be recorded.
- 3.15 Cambridge English regularly monitors its Centres to ensure that they are administering Linguaskill tests according to its strict regulations and to check quality of service.
- 3.16 Only the candidates, supervisor, invigilators, and authorised Cambridge English representatives, are permitted in the test room.



## 4 Malpractice

- 4.1 Anyone not following Cambridge English regulations and instructions, or not following the Centre's instructions, or whose behaviour is disruptive, may be stopped from taking the test or may be subject to Cambridge English Malpractice procedures.
- 4.2 Cambridge English values the integrity and reliability of the Linguaskill test and has strategies, such as statistical analysis, that counter attempts at cheating and other forms of malpractice. The investigation of suspected malpractice cases may delay results.
- 4.3 Malpractice includes, but is not limited to:
  - · obtaining unauthorised access to test material
  - attempting to obtain an unfair advantage (cheating or deception) in any way, including using or trying to use unauthorised material or websites
  - copying/collusion or attempted copying/collusion with others
  - disruptive behaviour or not following the instructions of test administrators including the use of prohibited devices
  - impersonation (pretending to be someone else) or having another candidate impersonate you)
  - · copying the work of another candidate
  - disrupting the test in any way
  - reproducing any part of the test in any medium
  - reproducing any part of the exam in any medium including memorising test material to gain or give an unfair advantage
  - altering or attempting to alter the data on the Certificate or any results document in any medium
  - any other form of cheating or gaining of an unfair advantage.
- 4.4 Malpractice is likely to be noticed by the invigilator or supervisor but may also be detected by Al remote invigilation, examiners during marking and by statistical checks applied to candidates' answers.
- 4.5 Further malpractice prevention measures include voice identification checks which are conducted on pseudonymised candidate recorded speaking test responses and raised for further investigation by Cambridge English.
- 4.6 A candidate will not receive a result if they are found to have been involved in malpractice or where Cambridge English does not consider the scores to be a reliable indicator of their ability. Cambridge English reserves the right to cancel Linguaskill test results for the entire Linguaskill test session, if it considers their rules and regulations were breached for any of the modules and/or the scores are not valid due to malpractice. Candidates have the right to appeal, via their Linguaskill Centre, against any decision relating to malpractice.
- 4.7 Candidates are not entitled to a refund if their results are cancelled or withheld due to malpractice.
- 4.8 Cambridge English may share the outcomes of test security investigations and information about candidates whose results have been cancelled with institutions, parents/guardians, government agencies, or law enforcement.
- 4.9 Cambridge English welcomes legitimate reports of suspected fraud, malpractice, misconduct, suspicious activity, and threats to the security or integrity of the Linguaskill test. If anyone believes they have witnessed, suspects or is aware of any reportable matters, Cambridge English invites them to report the matter.



### 5 Results and Certificates

- 5.1 Cambridge English aims to issue a candidate result via the Cambridge English Test Portal (Metrica) within 3-5 days of taking the Linguaskill test, unless you have been informed otherwise by your test centre
- 5.2 A candidate result may not be issued within 3–5 days if Cambridge decides that it is necessary to review and investigate any matter associated with the taking or administration of the test. To assist any investigation, a candidate may be required to provide writing and speaking samples.
- 5.3 A candidate result may be cancelled after it has been issued if any irregularity is subsequently identified.
- 5.4 Candidates can view their results and download their Certificate by logging back into the Cambridge English Test Portal (Metrica) with their username, password and centre number. Candidates can also share their results to selected Recognising and Receiving Organisations via the Cambridge English Results Verification Service. Candidate identity information, provided as part of registration, is linked to the Linguaskill test, the test result and on the Certificate. This enables candidates to share their result with Recognising and Receiving Organisations and for them to verify the result.
- 5.5 For a candidate to access and see their results for multiple tests, taken over various test dates, the candidate is required to take all the tests under the same centre, with the same centre number. Where a candidate takes Linguaskill tests at various centres a separate candidate account will be created under that centre ID to access and view results.

#### 5.6 The Certificate includes:

- an indication of whether the Linguaskill or Linguaskill Business test was taken
- the Cambridge English Scale score for each skill tested
- the Common European Framework of Reference (CEFR) Level for each skill tested the CEFR
  is the international benchmark for describing language ability
- an average Cambridge English Scale score and associated CEFR level
- an explanation of what each score means in terms of English language ability
- Candidate Photo
- Candidate Identity Document Number
- Test Venue
- Invigilation method
- Results Verifications Number.
- 5.7 If any of the data on the Certificate has been altered in any way, the original test result will be cancelled.
- 5.8 Name amendments are only allowed under certain circumstances. For further information, see cambridgeenglish.org. A request for a name amendment received more than two years after sitting the Linguaskill test may not be accepted.
- 5.9 Feedback on individual performance is not provided. All available information is provided in the Certificate. No further information will be given to a candidate or Linguaskill Centre. Under no circumstances will Cambridge English provide access to test responses submitted by the candidate.
- 5.10 Cambridge English may amend candidate results under exceptional circumstances. Cambridge English reserves the right to cancel Linguaskill test results for the entire test if it considers the scores for any part are not valid.
- 5.11 The Reading and Listening modules, which are computer-adaptive, provide highly reliable test scores. Regular checks are done to maintain this high level of test reliability. The Writing and Speaking tests adopt a hybrid approach to marking in which candidates' responses are marked by either an automarker or human examiners. Auto-marking refers to using technology without any human involvement. For further information on the auto-marking process please see our website <a href="here">here</a>. Our qualified Linguaskill examiners are subject to a rigorous training and monitoring programme.



5.12 If a candidate believes that Cambridge English has awarded an incorrect result for their Speaking or Writing test, they can request an Enquiry on Results. Enquiries on Results are not available for Listening and Reading tests due to their adaptive nature. Linguaskill Centres can advise on the procedure, date by which requests for Enquiries on Results should be made and the fee for this service. Fees will be fully refunded in the unlikely event that Cambridge English changes the CEFR level of the test. Candidates should be aware that if a fault in marking is identified, the final test score may increase or decrease.

If the candidate's Speaking or Writing test was 100% auto-marked, Cambridge will complete the Enquiry on Results for free. This constitutes the candidate's right to request a human review of a 100% auto-marked test. In these cases, the centre will inform the candidate and reimburse any fees accordingly.

- 5.13 If a candidate is dissatisfied with the outcome of an Enquiry on Results, a Malpractice decision or a decision relating to any reasonable adjustments made for Access Arrangements, such as Special Arrangements and Special Considerations, they can request an Appeal. Candidates should raise this through their Linguaskill Centre. Linguaskill centres can advise on the procedure, dates by which requests for appeals should be made and the fee for this service.
- 5.14 A candidate can re-sit any component for Linguaskill again. They can do this immediately, or after having studied further. For the result of the re-sit to be linked to the original test, it *must* be taken with the same login and at the same Institution/centre where the original test was taken.
- 5.15 The candidate can choose their best score achieved a unique Linguaskill feature called My Best Score. This means that candidates do not have to practise all four skills again to ensure they pass the test. Instead, they can concentrate solely on improving the skills they need.
- 5.16 Where a candidate has retaken modules and is selecting My Best Score, if they have taken the test both in centre and with remote invigilation, the Certificate will always show the invigilation method as 'With Remote Proctoring'. Some Organisations only accept Linguaskill results which are taken in centre, so we advise candidates to check with them directly on requirements.
- 5.17 Test results are available via the Cambridge English Test Portal, Metrica indefinitely. Candidates should check with the appropriate Recognising Organisation for how long they accept results.
- 5.18 For any issues, concerns or complaints relating to the delivery of the test, a complaint can be submitted. All complaints will be dealt with in line with our Complaints Policy available on cambridgeenglish.org/help/complaints.

### 6 Privacy and Personal Data

- 6.1 Cambridge English recognises and supports the right of candidates to privacy and will not use the candidate's personal data for any purpose other than as described below.
- The use of Linguaskill and candidate rights in relation to auto-marking are set out within our <u>Privacy</u> Policy.

### 7 Intellectual Property

- 7.1 Cambridge English owns all rights, licences and intellectual property of the Linguaskill product (the "Owner"). You cannot use, copy, or distribute Linguaskill or its results except for test purposes.
- 7.2 All test and sound material and all technical infrastructure relating to the Linguaskill test 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.



### Linguaskill Terms of Use

#### **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 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 the candidate 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 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 a candidate breaches 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 there is a breach of these Terms of Use.

### **Notices**

Any notice required to be given under these terms 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**

If these Terms and Conditions are translated into any language other than English, the terms of the English Language version shall prevail.

### Disclaimer

Linguaskill is designed to be one of many 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. Linguaskill is not designed to be the sole method of determining admission or employment for the test taker. Linguaskill is made available worldwide to all persons, regardless of age, gender, race, nationality or religion. Although they are designed for native speakers of languages other than English, no language-related restrictions apply. Please note that the Linguaskill test is not recommended to persons under 16 years of age and candidates taking the test remotely (not in Centre) must be 18 years old or older. The test content of Linguaskill is designed for adult English language learners.

Cambridge English and any other party involved in creating, producing, or delivering Linguaskill 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 thereof.