

IELTS for UKVI Candidate Agreement

Article 1. General Terms

IELTS stands for the International English Language Testing System. IELTS for UKVI (IELTS for UK Visas and Immigration) (the "Test") is jointly operated and owned by the IELTS SELT Consortium, whose members are the British Council, IDP: IELTS Australia and Cambridge Assessment English (collectively, the "Test Partners"). The Eiken Foundation of Japan (the "Foundation") administers and promotes the Test in Japan. The rights and obligations of applicants and candidates are set forth in these Terms and in the [Terms and Conditions](#) (the "T&Cs"). These Terms supplement matters not addressed in the T&Cs and elaborate upon or clarify matters addressed therein. If these Terms conflict with the T&Cs, the T&Cs prevail. By applying for the Test, applicants and candidates confirm that they have read and understood these Terms and agree to comply with them. Please refer to the IELTS Life Skills Candidate Agreement for IELTS Life Skills, the IELTS Candidate Agreement for Regular IELTS, and the IELTS on computer Candidate Agreement for Regular IELTS on computer.

Applying for the Test

Article 2. Applicant Eligibility and other Requirements

1. Persons under 11 years of age at the time of application may not take the Test.
2. The Test is not recommended to persons under 16 years of age
3. For applicants under 18 years old, submission of a Child Safe Collection Consent signed by such applicant's guardian will be required.
4. Applicants may not apply to take multiple tests on the same day. Should that happen, applicants will be disqualified, and test results will not be released.
5. The Foundation may refuse to allow an applicant to take the Test if the applicant falls within any of the following circumstances:
 - (1) when an applicant is deemed by the Foundation to have the potential of invading the rights of a third-party and/or engaging in illegal behaviour; and
 - (2) when the Foundation deems that the applicant is taking the Test for purposes other than the assessment of English ability.

Article 3. Application

1. Confirmation of Test Guidelines

Please read through the T&Cs and Information for Applicants, etc, listed on the Foundation's website and understand the rules and regulations regarding test fees, test times and other details, and submit your application upon understanding and agreeing to such rules and regulations.

2. Test Format

There are two types of tests for IELTS for UKVI: the Academic module and the General Training module. Both modules are comprised of the four tests which are the Listening test, Reading test, Writing test(hereinafter collectively referred to as the "**LRW test**"), and the Speaking test. The content of the Reading and Writing tests differ between the Academic and General Training modules. Individual organizations have different requirements. Make sure you check which IELTS test the organization you are applying to or submitting the results to recognizes.

3. Registration

- (1) The number of seats at each test site is limited. The deadline for application is 9:00 a.m. three days prior to the test day. However, applicants may not be able to register if all available seats are taken before the actual deadline.
- (2) Registration will have been completed upon receipt of the "Confirmation of completion of IELTS registration and acceptance of application" email (the "**Confirmation Email**"). The Foundation bears no responsibility for incompleteness of registration due to defects in the registration process. The Confirmation Email will be sent out upon confirmation of payment of the test fee. Applicants must contact the Foundation in the event that the Confirmation Email does not arrive.

(3) Passport

- A. Applicants are required to have a passport which is valid on the test date in order

to register for the Test.

- B. If an applicant's passport is renewed before the test date, the applicant must notify the applicable test centre of the new passport number, expiration date, nationality, and test date no later than 9:00 a.m. three days prior to the test day. Failure to comply with this requirement will result in the applicant being ineligible to sit for the Test, and no refunds will be issued.

(4) Notes Regarding Registration Procedure

- A. The Foundation will not change any incorrect input or selection of module, test date, test site and the like which occurs during the course of registration.
- B. The Foundation will not complete registration on behalf of or for applicants, if registration is not complete by the deadline.
- C. The Foundation will not undo any cancellations incurred by applicants, even if the cancellation was by accident.
- D. If the test fee is not paid within the payment period, the registration for the Test will be automatically cancelled.

(5) Applicants will not be able to take the Test if any of the following applies:

- when any portion of the registration process is incomplete;
- when the test fee is not paid within the designated deadline;
- when it is found before payment of the test fee that false information has been provided in the registration process;
- when the Foundation determines that there is a possibility that an applicant may not complete payment by the designated deadline; and
- when it is discovered before payment of the test fee that there has been a defect in the application procedure including the registration process.

(6) Applicants will not be eligible to take the Test or to receive refunds if any of the following applies:

- if the applicant does not bring a valid passport (if an applicant's passport has been renewed, the renewed passport) used in the registration process to the test site on the day of the Test;
- if the applicant fails to comply with the procedure set forth in Article 3.3(3) regarding passport renewal;
- when it is discovered after payment of the test fees that the information registered by an applicant was false; and
- when, after payment of the test fee, the registration deadline passes without the completion of the required remedies of any defects in the registration process.

(7) Applicants may take the Test but will not be eligible for a refund if any of the following applies:

- when an applicant mistakenly registers for the Test instead of any test other than the Test provided by the Foundation (including the regular IELTS) or of any test provided by a party other than the Foundation and the registration deadline for the Test has passed; and
- if the applicant asks for a refund for personal reasons after the registration deadline despite both the registration and the test fee payment having been completed.

4. Cancellation

- (1) Cancellations may be made from completion of registration until the day before the scheduled test date. If the test fee has been paid and a cancellation request is accepted, the Foundation will deduct the applicable cancellation fee, determined according to the date on which the request is accepted, and refund the balance to the credit card used for payment. Cancellations cannot be made on or after the test date, and no refund will be given. The applicable cancellation fees are as follows:

- A. Cancellations made 15 or more days before the test date: 25% of the test fee;
- B. Cancellations made 3 to 14 days before the test date: 50% of the test fee; and
- C. Cancellations made 2 days before or on the day before the test date: 75% of the test fee.

- (2) When a cancellation is accepted, the Foundation will send a cancellation acceptance email to the address registered when the test ID was obtained. If the applicant completes the cancellation procedure but does not receive that email,

the applicant must contact the relevant test centre before the application deadline. If the applicant submits a cancellation request after the application deadline and does not receive the email by the end of the next business day after the request, the applicant must immediately contact the relevant test centre.

5. Changes to application

From completion of registration until 11:59 p.m. fifteen days before the original test date, and subject to availability, the applicant may change any or all of the module, test date and test city once free of charge. Each subsequent change is subject to an administrative fee equal to 25% of the test fee. Applicants wishing to make a change must contact the relevant test centre.

6. Test-day Absence

(1) If an applicant is unable to arrive by the "Registration Starts" time in the Confirmation Email because of a delay in public transportation (ships, aircraft, trains or buses, excluding taxis, including a paralysis of the transportation network), the applicant may, upon submission of the required certificate and application form, receive a refund less an administrative fee equal to 25% of the test fee. The applicant must contact the relevant test centre by email or telephone no later than 5:00 p.m. on the next business day after the test date. The original certificate issued by the public transportation operator must reach the relevant test centre by mail no later than 5:00 p.m. on the fifth business day after the test. A refund may be refused depending on the contents of the certificate.

(2) If an applicant is absent in any of the following circumstances, the applicant may, upon submission of the required certificate and application form, receive a refund less an administrative fee equal to 25% of the test fee. The applicant must contact the relevant test centre by email or telephone no later than 5:00 p.m. on the next business day after the test date:

A. Absence due to serious medical reasons (including influenza, but excluding conditions with mild symptoms, the common cold or the like). It is necessary to submit the original medical certificate by mail to the relevant test centre so that it arrives no later than 5:00 p.m., five business days after the test date. Refunds may not be allowed depending on the contents of the medical certificate.

B. Absence due to attending wakes, funerals, farewell ceremony, or the shonanoka (first seventh-day memorial service) with regard to the death of a relative within the third degree of kinship. It is necessary to submit the original or a copy of the proof such as a death certificate or a funeral attendance letter to show that the relevant ritual(s) have taken place on the test date to the relevant test centre by 5:00 p.m., by 5 business days after the test date.

7. Special Requirements

IELTS test centres make every effort to meet the needs of applicants with special requirements such as learning disabilities and hearing or seeing disabilities. If an applicant requires a modified version of the test such as test materials in Braille, as preparations must be made, he/she shall give the pertinent test centre notice 4 months in advance of the test date. Note that depending on the circumstances, requested test dates may not be available and that requested considerations may not be available depending on the disability. Please contact the pertinent test centre for more information.

Article 4. Test Date and Test Site

1. The Foundation will endeavour to meet the requests of applicants in assigning the test date and site, however, the requested test dates or sites may be subject to change or cancellations.

2. The confirmed test date and time can be checked in the Test Taker Portal. Because candidate information must be registered and verified, candidates must strictly observe the check-in start time. As a general rule, late candidates will not be permitted to take the Test.

Article 5. Confirmation Notice

Confirmation Notices will not be mailed to applicants. Details may be confirmed with the Confirmation Email or at the Test Taker Portal.

Test Day

Article 6. ID Registration and Confirmation

1. As the Test is conducted under a high level of security, it is necessary to confirm and register information of candidates on the test day. On the test day during ID confirmation procedures, candidates will be asked to provide a sample of their signatures, register the fingerprint of their right index finger and have a photograph taken and registered of their face. If this procedure is not completed by the given time due to reasons such as failing to bring a valid passport, tardiness and the like, candidates will not be able to sit the Test. Refunds and transfers will not be given in such cases. When having your photograph taken, please take off glasses, hats of any kind, or anything which obscures your face or head, including large head accessories. Additionally, only glasses may be taken into the test room, so all other accessories must be left in the luggage room. The photograph taken on the test day will be the one used on the Test Report Form.

2. The registered fingerprint information and photograph will be used to maintain security throughout the Test. A record will be kept of your exit and return to the test room during the Test, for example for to use the restroom. This information will also be used for confirming ID during the check-in and check-out procedures for the Speaking test.

Article 7. Precautions and Prohibited Acts

1. Compliance Requirements

(1) Candidates agree to adhere to and follow the instructions and prohibitions given on the day by the test personnel(including test proctors and persons in charge for the test room ; the same applies hereinafter) or in any notices posted at the test site, in addition to the T&Cs and the Confirmation Email.

(2) If a candidate believes that the test environment, test-delivery process or similar circumstances affected the candidate's test result, or has another complaint concerning test administration, the candidate must report it to the test personnel on the test day. No report made after the test day will be accepted.

2. Prohibition of Proxy Testing by Third Parties

Proxy testing by a third party and the transfer of the right to take the Test are prohibited; such actions are considered the Misconduct as defined in Article 18.

If sufficient ID confirmation is not possible on the test day or if registration of an candidate is not confirmed, candidates will not be allowed to sit the Test.

3. Management of Personal Belongings

Items brought into the test venue must be placed in the designated lockers, which will be locked. The Foundation is not liable for theft, loss or other damage, and candidates should therefore bring only the minimum necessary belongings.

Article 8. Personal Belongings

1. Required belongings

- A valid, original passport must be brought to the test site. The passport must be valid on the test day, and the passport number must match the one registered during application.

(1) Items allowed in the LRW test room

- passport (covers and stickers must be removed);
- one bottle of water in a plain, colourless, transparent plastic bottle with the label removed (carbonated water is not permitted).

(2) Items allowed in the test room during the Speaking test

- Passport used for ID confirmation during the Writing test (covers and stickers must be removed).

2. Prohibited Items

(1) Any items not listed above are considered "personal belongings" and must be placed in a location designated by the Foundation. Bringing or using such items in the LRW test room or the Speaking test room is prohibited. If, due to unavoidable reasons such as health conditions, an applicant wishes to bring

necessary items (e.g., eye drops, crutches, medication), they must apply to the test centre at least 2 weeks before the test date.

- (2) As the Foundation will not be responsible for the loss or theft of any personal belongings, candidates should refrain from bringing valuables to the test site.

Article 9. Disclosure of Test Content

IELTS is a closed test. No part of the Test may be disclosed or reproduced in any way or form (including posts on the Internet) and such acts shall be deemed the Misconduct as defined in Article 18.

Article 10. Recording or Disclosure of Test Related Information

Candidates are prohibited from taking photographs or recordings at the test site and from disclosing information gained from the Test to third parties.

Article 11. Delays and Late Arrivals

1. the LRW test

- (1) For the LRW test, failure to arrive at the test site by the time listed as "Registration Starts" in the Confirmation Email, or failure to complete the registration and verification of candidate information by the time listed as "Test Starts" in the same email, constitutes "late arrival"; as a general rule, late arrivals will not be admitted. In the event of late arrival, the right to take the test is forfeited immediately, unless Paragraph 2 of this Article applies. No refunds, rescheduling, or any other accommodations will be provided for late arrivals. Please make sure to arrive at the test site well in advance on the test day to avoid any issues.

- (2) If candidates are unable to arrive on time at the test site because of delays in public transportation (including ships, airplanes, trains and buses, but excluding taxis; also includes paralysis of the transportation network), exceptions may be made and candidates may be able to take the test. In such cases, candidates are asked to bring the original certificate of delay issued by the authorities of such public transportation to the test site on the test day. Candidates will be asked to submit such certificate as well as to complete and sign the 「Delay Notification Form 遲延証明書・誓約書」. If Candidates do not agree to filling in the form, candidates will be unable to sit the Test and will thus lose eligibility to take the Test. Note that the test centre may ask for clarification or further proof of details at a later date regarding the contents of the Delay Notification Form by email or telephone. If, even after submitting the original certificate of delay and 「Delay Notification Form 遲延証明書・誓約書」, the test centre decides that an exception cannot be made, results will not be released nor will candidates receive a Test Report Form even if candidates have taken the Test.

- (3) If a candidate falls within the exception in (2) but cannot or does not wish to take the Test on the scheduled day, the candidate must email the relevant test centre by 5:00 p.m. on the next business day after the test date, providing the route used, boarding time and original delay certificate, and stating that the candidate wishes to transfer to another date. The requested transfer date may not be available.

- (4) Even if a test rescheduling is not possible, a candidate may be eligible for refunds of the test fee upon deduction of handling fee(25% of the test fee) by following the procedures set forth in Article 3.6(1).

2. the Speaking test

- (1) For the Speaking test, failure to arrive at the test site by the time listed as "Registration Starts" in the Confirmation Email, or failure to complete the registration and verification of candidate information by the time listed as "Test Starts" in the same email, constitutes "late arrival"; as a general rule, late arrivals will not be admitted. In the event of late arrival, the right to take the Test is forfeited immediately, unless Paragraph 2 of this Article applies. No refunds, rescheduling, or any other accommodations will be provided for late arrivals. Please ensure you arrive at the test site with plenty of time to spare.

- (2) If candidates are unable to arrive on time at the test site because of delays in public transportation(including ships, airplanes, trains and buses, but excluding

taxis; also includes paralysis of the transportation network), exceptions may be made and candidates may be able to take the Test. In such cases, candidates are asked to bring the original certificate of delay issued by the operator of such public transportation to the test site on the test day. Candidates will be asked to submit a certificate of delay as well as to complete the 「Delay Notification Form 遲延証明書・誓約書」. If candidates do not agree to filling in the Delay Notification Form, candidates will be unable to sit the Test. Note that the test centre may ask for clarification or further proof or details at a later date regarding the contents of the Delay Notification Form by email or telephone. If, even after submitting the original official form and 「Delay Notification Form 遲延証明書・誓約書」, the test centre decides that an exception cannot be made, results will not be released nor will candidates receive a Test Report Form even if candidates have taken the Test.

- (3) A candidate who submits the original delay certificate and completes the Delay Notification and Undertaking Form may exceptionally be permitted to take the Speaking Test. However, depending on the candidate's arrival time, a transfer on the same day may not be possible. In that event, the candidate must email the relevant test centre by 5:00 p.m. on the next business day after the test date, providing the route used, boarding time and original delay certificate, and stating that the candidate wishes to transfer to another date. The candidate must not contact the test venue directly. The requested transfer date may not be available.

- (4) Even if a test rescheduling is not possible, a candidate may be eligible for refunds of the test fee upon deduction of handling fee(25% of the test fee) by following the procedures set forth in Article 3.6(1).

Article 12. Confirmation of Listening Test Sound Check

Candidates are required to confirm the sound quality and adjust the volume themselves before the test begins.

Article 13. Problems Involving PC, Monitor, Keyboard, Mouse, and Other Equipment

If you notice any abnormalities with the equipment necessary for the computer-based test, such as the PC, monitor, keyboard, or mouse, notify the test personnel immediately.

Article 14. Questions to Test Personnel

The test personnel are unable to answer any questions regarding the content of the test.

Article 15. Entry and Exit into the Test Room

1. Candidates are generally prohibited from leaving the test room during the Test. Temporary exit and re-entry are permitted only when unavoidable, such as for a restroom break or illness. Temporary exit is not permitted during general or component-specific instructions, during the final ten minutes of the Reading or Writing test, during the Listening test, or during the Speaking test. A candidate who leaves during any of those periods may not re-enter or resume the Test and may not take any subsequent component. A candidate wishing to leave must quietly raise a hand and notify the test personnel. No extension of test time will be granted for time spent outside the room.

2. Candidates will not be allowed to take any remaining portion of the Test if they are absent or have withdrawn from any one of the 4 components of Listening, Reading, Writing and Speaking.

Article 16. Removal of Test Materials

Candidates are prohibited from removing any test materials from the test room, including the notepaper used during the LRW test and task cards used in the speaking test, for any reason. If any materials are taken out, it will be deemed the Misconduct as defined in Article 18 and will be dealt with strictly; the test results will not be released and, depending on the circumstances, legal action may be taken.

Article 17. Recording of Speaking Test

The LRW test room, the Speaking Test room and the identity-check area will be video recorded. The Speaking test audio will also be recorded. If, for any reason, a Speaking test is not audio recorded, the Speaking test will be administered again.

Article 18. Misconduct: Cheating, Disturbance and Breach of this Agreement during the Test

If a candidate commits an act of nuisance or cheating listed in (1), causes an incident that may disrupt test administration as listed in (2), or otherwise breaches these Terms, the T&Cs, the Confirmation Email, the Japanese information for candidates or any other rule relating to the Test (collectively, "Misconduct"), the candidate will lose eligibility to take the Test, may not take the Test on the day on which the Misconduct is identified, and will not receive the test results or a refund. The candidate may also be prohibited from taking IELTS in the future. If a candidate applies for the Test despite such a prohibition, the application will be void and the test fee will not be refunded. The Foundation will determine whether Misconduct occurred on the day concerned or later following internal consultation and will notify the offender orally or in writing.

(1) Nuisance and Cheating

- Bringing items into the test room other than specified in Article8, Paragraph 1 and 2(including, but not limited to; electronic devices, cell phones, smartphones, wearable devices, wrist watches, table clocks, stopwatches, reference books, dictionaries, pagers, spell checkers, recorders, wallets, glasses cases, mechanical pencils, hats, lap blankets, coats, food, handkerchiefs, and medicines or eye drops not approved in advance by the test centre.
- Cheating and/or copying from another candidate or from pre-prepared notes
- Talking to other candidates
- Reading the contents of the Test or your answers out loud, muttering, talking to yourself
- Speaking loudly, coughing, singing, or engaging in behaviour that creates a disturbance
- Violence, threats, extortion, intimidating or unreasonable demands, or similar conduct directed at the test personnel or other candidates
- Removing, taking out, or damaging equipment or facilities used for the Test, such as headsets keyboards, mouse, display modules, LAN cables
- Reproducing, disclosing, or leaking—in whole or in part—test questions or other distributed materials that are prohibited from being taken out (including, but not limited to, removing such materials from the test room or posting them on the Internet), or attempting to engage in such disclosure or leakage.
- Any other actions that hinder the smooth conduct of the Test.

(2) Incidents that may disrupt the administration of the Test

- Cases where a candidate fails to follow the instructions of the test personnel.
- Cases where the test personnel determine that an candidate is in a state that causes nuisance, harm, or significant anxiety to other candidates (including, but not limited to, a state of lost self-control due to the influence of drugs, alcohol, etc.).
- Cases where the Foundation and the Test Partner determine that there has been fraud—such as falsification or forgery—regarding materials submitted by the applicant or candidate during test registration or the taking of the Test.
- Cases where any other inappropriate acts/behaviours are observed by the test personnel during the administration of the Test.

Article 19. Influenza and other Infectious Diseases

Candidates who have, or are suspected of having, influenza or another infectious disease specified in Article 18 of the Ordinance for Enforcement of the School Health and Safety Act must refrain from taking the Test. The Foundation may refuse admission at the test venue if a candidate has or is suspected of having such a disease. In that event, the Foundation will arrange a transfer or a refund in accordance with the procedure in Article 3.6(2).

After the Test

Article 20. Test Results

1. The official Test Report Form displays the overall band score as well as the band scores for each skill as the test results. Test results are typically available for viewing in your Test Taker Portal 1 to 5 days after the LRW test date. Please be advised that, in the event of system malfunctions or other unforeseen circumstances, the publication of test results may be delayed. You can also obtain and print a PDF version of the Test Report Form as an “e-TRF” from the Test Taker Portal. To receive a printed Test Report Form by postal mail, you must submit a request within the specified period, and only one copy will be issued. The test results are valid for 2 years from the LRW test date. Note that test centres are unable to disclose results via email or telephone.

2. Submitting Test Results to Recognising Organisations

Up to five Test Report Forms may be sent free of charge to officers of recognised educational institutions or companies ("Recognising Organisations") if requested within 33 days after the test date. If six or more Test Report Forms are requested for mailing to an organisation, or if 34 or more days have passed since the test date, a basic postage fee of JPY 1,200 per form will apply. Registered mail will incur an additional charge of JPY 700 for domestic delivery or JPY 4,000 for international delivery.

3. Dispatch of Additional Test Report Forms

After confirmation of the Recognising Organisation and completion of payment and all other application procedures, the Foundation will dispatch the additional Test Report Forms to the Recognising Organisation within four business days, including the date on which the procedures are completed. Applications or advance preparation before release of the results will not be accepted. During busy periods, long holidays or the year-end/New Year period, dispatch may take longer than four business days.

4. If a Recognising Organisation uses the Test for an admissions process and the candidate has applied to that organisation, the Foundation will provide the candidate’s results at the organisation’s request. The Foundation is not liable for any effect on or outcome of the admissions process caused by discrepancies between the personal information used for the Test and the personal information provided in the candidate’s application to the organisation.

5. A Test Report Form will be issued in the name shown on the passport submitted by the candidate. If personal information on the Test Report Form is incorrect, the candidate must submit a correction request to the test centre where the Test was taken, together with documentation proving the correct information. If the test centre cannot make the correction, the candidate should contact the British Council Head Office at ielts@britishcouncil.org. No change, including a change of name, can be made after the Test Report Form has been issued. If a Test Partner exceptionally approves reissue, the new Test Report Form will show the same name as the original.

6. A candidate’s results may not be issued five days after the Test if the Test Partners determine that a review is necessary in relation to the candidate’s results. In exceptional circumstances, the candidate may be required to retake one or more test components.

7. If a candidate or the candidate’s organisation alters any test-result information and submits it to a Recognising Organisation, the candidate’s test results will be cancelled.

8. Candidates may not inspect any work product created in the process leading to the issue of the test results.

9. If a candidate is absent from or withdraws from any one of the four components—Listening, Reading, Writing or Speaking—the results will not be released or sent, and no notice of the results will be provided.

Article 21. Enquiry on Results

If a candidate has questions about a test result, the candidate may apply for an Enquiry on Results. The application period is 39 days from the date on which the

candidate took the Test. The candidate may specify the component or components to be re-marked. A fee applies, but it will be refunded to the credit card used for payment if the score increases. Regardless of the outcome, a later test booking made after the Enquiry on Results application cannot be cancelled after its application deadline and its test fee will not be refunded. The process normally takes approximately three weeks. While the enquiry is pending, the original result will be suspended and the test centre cannot send results to Recognising Organisations.

Article 22. One Skill Retake

1. One Skill Retake allows a candidate to retake one specified component of a completed Test. The application period is 60 days from the original test date, and the candidate must take the One Skill Retake within that period. The candidate may choose which one component to retake.
2. The designated test fee will be charged for taking One Skill Retake.
3. A candidate may change any or all of the component, test date and test city for a confirmed One Skill Retake booking once free of charge, provided that the request is made no later than 11:59 p.m. five days before the original test date and a seat is available. Each subsequent change is subject to an administrative fee equal to 25% of the One Skill Retake test fee. The candidate must contact the relevant test centre to request a change.
4. A candidate may cancel a confirmed One Skill Retake booking until 11:59 p.m. six days before the selected test date. The Foundation will refund the test fee less a cancellation fee equal to 25% of the test fee. After that deadline, no refund will be given for any reason.
5. As a result of retaking the test via One Skill Retake, the score for that specific skill may decrease
6. The results of One Skill Retake will be issued as an electronic Test Report Form (eTRF), which can be downloaded as a PDF from the Test Taker Portal. Paper based TRFs will not be issued nor sent by mail.
7. Even if you requested special accommodations as stipulated in Article 3.7 for the original test, such a request is not automatically carried over to the One Skill Retake; therefore, you must submit a separate request.

Other

Article 23. Prohibitions

1. Applicants and candidates must comply with the prohibitions stated in the T&Cs, the Confirmation Notice, the Test website, at the test venue and elsewhere.
2. Should applicants or candidates engage in any prohibited acts, the Foundation reserves the right to disallow such applicants or candidates from taking the Test. Should candidates be found after administration of the Test to have engaged in prohibited acts, such candidate’s test results will not be released.
3. After taking the Test, a candidate must not dispute the test-fee payment with the payment service provider for the credit card used, request a chargeback (reversal of the payment and a claim that the Foundation return an amount equal to the test fee), or attempt to cancel the payment. In addition to the measures in Paragraph 2, the Foundation may refuse future applications made through an account used for such conduct.

Article 24. Subcontracting

1. The Foundation reserves the right to subcontract any and/or all administrative tasks of the test to a subcontractor and upon such subcontract to disclose to such subcontractor in accordance with the subcontract any personal information provided by the applicant or candidate upon registration or at any part during the Test or any other personal information provided for the purpose of taking the Test.
2. The Foundation will conduct necessary inspections of the subcontractor when subcontracting administrative work in accordance with the previous clause.
3. Even in the event of a subcontract, the Foundation shall remain obligated to carry out its obligations.

Article 25. Confidentiality

1. Applicants and candidates are prohibited from disclosing or leaking any trade or technical information disclosed to them or that they come to know in applying for and taking the Test to any third party, shall keep any such information in confidence and shall not use such information for any other purpose than to take the Test.
2. The previous clause shall continue to apply after completion of use of the services relevant to the Test by the applicant.

Article 26. Exclusion of Liability

1. The Foundation reserves the right to cancel or refuse applicants’ taking of the Test. Should a test be cancelled, test fees will be refunded.
2. The Foundation reserves the right to change the test day, test time, and test order. All reasonable measures will be taken in the case of interruptions, delays, cancellations of the actual test or release of test results, however, remedial measures to be taken by the Foundation will be limited to test fee refunds and test rescheduling.
3. The Foundation will take all reasonable measures for the fair administration of the Test, but is not liable for occurrences due to following circumstances:
 - not being able to administer the test due to natural disasters or any other reasons of *force majeure*;
 - delays or failure of delivery of documents sent out by the Foundation by post; or
 - delays or failure of delivery of documents sent out by the applicant by post.
4. The Foundation is not liable for any trouble and the like between applicants (including their guardians and the like) occurring at test sites.
5. The Foundation is not liable for any loss, deletion, tampering or the like by third parties to any information which an applicant or candidate has stored in the Test or in any facility to be used for the Test or for which an applicant or candidate has agreed to have stored by a subcontractor, unless such loss, deletion, tampering and the like was caused intentionally by the Foundation.

Article 27. Compensation for Damages

In the event that an applicant or candidate causes damage to the Foundation or to a third-party regarding the Test, such applicant or candidate shall be liable to compensate any damages caused.

Article 28. Limitation of Responsibility

Unless otherwise provided for in these Terms, any liability of the Foundation borne against an applicant or candidate shall be limited to and shall not exceed the test fee actually paid by the applicant or candidate.

Article 29. Amendments to these Terms

The Foundation may amend these provisions without prior notice to applicants or persons responsible for group applications. Unless otherwise specified by the Foundation, amended Terms become effective when posted on the Test website.

Article 30. Privacy Agreement Regarding Personal Information

1. Please access the following URL to see the Foundation’s Privacy Policy:
<http://www.eiken.or.jp/privacypolicy/>
2. The Foundation, as an entity handling the personal information of applicants and candidate, will proactively endeavour to protect and manage personal information in accordance with the provisions set forth in the Act on the Protection of Personal Information. Personal information obtained from applicants or candidates upon registration, any personal information provided on the test day and any other personal information provided for the purpose of taking the Test (the “**Personal Information**”) will be used only for the Purposes for Use of Personal Information specified below and the Foundation will obtain prior consent in the

event that it becomes necessary to use Personal Information for any other purpose. The Personal Information may be used for the purposes listed below even after use of the service regarding the Test has been completed by an applicant or candidate. The Personal Information may be updated by the Foundation to maintain accuracy of the Personal Information of applicants and candidates.

【Purposes for Use of the Personal Information】

- ① Administration of the Test and for use in compiling statistical data and the like;
- ② For use in compiling statistical data and the like or data analysis regarding the business conducted by the Foundation;
- ③ Sending out test results and Test Report Forms;
- ④ For use in marketing activities and for conducting surveys;
- ⑤ For providing information on services and business conducted by the Foundation;
- ⑥ For handling inquiries or consultations;
- ⑦ For provision of information regarding test preparation material and the like regarding the Test; and
- ⑧ For provision of information on business or seminars or the like related to English.

3. In the case of a group application, the Foundation will obtain the Personal Information in the same manner as for an individual application. The Personal Information will be provided to the relevant group and any organisation commissioned by that group, and those parties may access the contents of the Personal Information.

4. With respect to the implementation of the Test for candidates who live in the member states of the EEA, the Personal Information obtained by the Foundation applicants or candidates shall be used for purposes of test administration, operation of business and issuing score reports. The Personal Information may be processed as necessary to process such Data in order to perform agreements with applicants or candidates, where it is necessary to process the Personal Information in order to conduct procedures at the request of an applicant or candidate prior to execution of an agreement or based on the consent of an applicant or candidate. The Foundation may entrust all or a part of the applicant or candidate's Personal Information processing to a third party, such as a test grader. The Personal Information of applicants and candidates will be transferred to Japan and stored on the Foundation's server located in Japan in order to perform agreements. The Personal Information obtained will be stored until there is a request from an applicant or candidate for its deletion or until the storage period specified by the Foundation has elapsed, unless storage for a longer period is required by law. To the extent permitted by law, applicants and candidates shall have the right to request that the Foundation to grant access to, rectify or delete their Personal Information, or limit any processing of their Personal Information, to object to the processing of their Personal Information, to receive the Personal Information they provided in a structured, commonly used, and machine-readable format, and to transmit the Personal Information they provided to another controller. If an applicant or candidate is dissatisfied with the Foundation's processing of the Personal Information, the applicant or candidate may lodge a complaint with the supervisory authorities of the member states of the EEA. Where the Personal Information is processed based on consent, there is a right to withdraw that consent at any time. Such withdrawal of consent shall not affect the legality of processing of the Personal Information based on consent before its withdrawal. The Personal Information of applicants and candidates is necessary to perform the agreements. In the event that the Personal Information is not provided, the Foundation cannot determine whether an applicant or candidate has passed or failed the Test or notify the applicant or candidate of the results of the Test. If the required Personal Information is not provided, the applicant or candidate will not be able to take the Test, have a pass/fail determination made, or receive notice of the result.

5. The Foundation may jointly use certain Personal Information obtained during the administration of this Test with the British Council and Cambridge Assessment English. Please refer to the following for details:

Handling of IELTS Personal Information: <https://www.eiken.or.jp/ielts/privacy/>

Article 31 Intellectual Property Rights

1. Any and all intellectual property rights of the Test including copyright and the like is property of the Test Partners. Furthermore, the Test is protected under the Japanese Copyright Act as well as any other relevant Japanese laws.
2. Copyright in the materials provided to candidates in connection with taking the Test (the "Related Materials") is owned by the Foundation. The Related Materials are protected by the Copyright Act of Japan and other applicable laws.

Article 32. ‘Undesirable organisation’ in Russia

Please be informed that the British Council has been included in the register of ‘undesirable organisations’ in Russia. This is related to a change in Russian legislation affecting organisations linked to foreign governments considered undesirable by the Russian authorities. Any connection with the British Council could potentially entail risks for individuals who are Russian citizens or have ties to Russia, even if they reside outside of Russia. We encourage you to consider this situation carefully and assess any personal risks before undertaking any British Council exam.

Article 33. Language

These Terms shall be in Japanese and the Japanese version shall prevail against any English translations which shall exist only as translations for reference.

Article 34. Governing Law

The execution, validity, performance and interpretation of these Terms are to be governed by Japanese law.

Article 35. Jurisdiction

The Tokyo District Court or the Tokyo Summary Court has exclusive agreed jurisdiction as the court of first instance over any litigation arising in connection with applying for or taking the Test.

Additional Clauses

These Terms were put into use on April 1, 2021.

Amended on September 1, 2026

Eiken Foundation of Japan