

## The contract offer

### for administration of the international English exam IELTS

Private Educational Institution “Lingua-Globus” (“Lingua-Globus”) makes public the present Contract for administration of the international English exam IELTS, which is an offer (proposal) towards the below listed physical persons.

#### **1. Terminology**

*Exam* – checking and confirmation of knowledge of a Test taker in English language in compliance with the International English Language Testing System (IELTS).

*Examination center* – “Lingua-Globus” Ltd, being the center authorized to administer the international exam for knowledge of English language.

*Test taker* – a physical person over 14 years, wishing to pass an exam, to which the present offer is addressed.

*Offer acceptance* – complete and unconditional acceptance by a Test taker of the present offer, expressed in actions of the Test taker, stipulated in paragraph 3 of the present contract offer. Offer acceptance is certified by contract execution between the Examination center and the Test taker.

*Appeal* – repeated, partial or complete check of examination tasks, done by the company of IELTS British Council (place of residence – Great Britain).

#### **2. Scope of contract offer**

2.1. Examination center administers the international exam for the Test taker under conditions of the present contract offer.

Start of registration before the exam – from 9:00 to 9:50, starting time of the exam – 10:00.

Schedule (regulations) of the Exam is provided by the Examination center additionally.

Information about possible dates of Exam is placed by the Examination center on the website [www.ielts.ru](http://www.ielts.ru). Registration procedure for the Exam is obligatory for the Test taker before passing the Exam. Examination center, wherever applicable (on a space available basis) is of right to register a Test taker for the Exam after the registration period, stipulated by the present contract.

#### **3. Offer acceptance and time of contract execution**

3.1. Offer acceptance is payment of the Exam cost by the Test taker, as well as timely and complete submission by the Test taker to the address of the Examination center of documents, required for registration for the particular date of Exam. The list of such documents comprises:

- Application in standard form established by the Examination center (submitted and filled in in Russian);
- Questionnaire in standard form established by the Examination center (submitted in electronic form and filled in in English);
- Copy of document confirming payment by the Test taker of the cost of the Exam;
- Copy of passport, listed in the questionnaire (copy of page with photo of a person and his identity data). Passport, listed in the questionnaire, can be a passport, certifying identity of the citizen within the

Russian Federation (national passport) or outside its borders (foreign passport). An Test taker should carry the passport, listed in paragraph 4.2 to the Exam.

- Copy of the 2<sup>nd</sup> passport, national or foreign (copy of the passport page with a photo of the citizen and his identity data) – submitted additionally to the passport copy, listed in the questionnaire.

Subject an Test taker is below 18 years, he should submit written agreement of one of his parents /representatives by law for conclusion of the present contract offer.

Applications and questionnaire should be notified by the personal signature of the Test taker (facsimile signatures or photocopies of signatures are not allowed).

3.2. The time of the Contract conclusion between the Examination center and the Test taker (the time of receipt of the offer acceptance) is the time of receipt by the Examination center from the Test taker of all of the above mentioned documents in full volume for registration.

The present offer defines the period for its acceptance in relation to a particular date of Exam established by the Examination center. The offer acceptance deadline (registration deadline for the Exam) in relation to a particular date of the Exam is 35 days before the related date of the Exam. Contract between the Examination center and the Test taker in relation to a particular date of the Exam is concluded just in case the Examination center receives from the Test taker all the documents required for registration within the above stated acceptance deadline. In case the Test taker submits documents, required for registration for the Exam partially or does not complete the questionnaire correctly, and if the applications and the questionnaire have no personal signature of the Test taker, the acceptance shall be deemed not filed.

3.3. Subject the Examination center gets the acceptance with a delay, the present contract is deemed not concluded. The acceptance is deemed received with delay as well in case the mail delivery from the Test taker with required documents is received by the Examination center after the acceptance deadline (Exam registration deadline), including the delay of the mail delivery by fault of the mailing companies. In this case the Examination center immediately informs the Test taker about the acceptance, received with delay and about the failure to make the acceptance.

Subject the Test taker timely submits the offer acceptance; the Examination center makes the registration of the Test taker for the Exam and provides the Test taker with confirmation of registration (confirmation of contract conclusion). This confirmation can be given in the office of the Examination center or to the e-mail address, written in the application of the Test taker.

3.4. Documents, required for registration, listed in paragraph 3.1 of the present contract offer, can be submitted by the Test taker directly to the office of the Examination center by mail delivery or by e-mail.

3.5. Examination center has right to cancel the present contract offer and not to allow the Test taker to pass the Exam subject the amount of cost of the Exam is not enrolled to the settlement account of the Examination center by fault of the Test taker or his service bank.

#### **4. Procedure of the Exam**

4.1. Not late than 3 (three) calendar days before the start of the Exam the Examination center informs the Test taker about the venue of the Exam. Such notification can be done by issuing of notification to the Test taker, by means of e-mail, posting of related information on the website [www.ielts.su](http://www.ielts.su). Examination center is of right to set the date of the oral part of the Exam (Speaking) 7 days before or after the main part of the Exam with prior notification of the Test taker.

4.2. The Test taker should carry the passport for the Exam, with the same series and number as in the passport specified in the questionnaire.

4.3. In case the Test taker is late (arrived for the Exam after 9:50), the Test taker is not allowed for the Exam, and the cost of the Exam is not reimbursed to the Test taker.

4.4. Examination center ensures availability of stationaries (pens, pencils) at the Exam. Test taker has no right to bring bags/cases, mobile phones, pagers, recorder, books and dictionaries, portable pocket

computers and other electronic devices to the Examination room. Subject the above mentioned items are found with the Test taker during the Exam, the latter is removed from the exam and is considered absent, at this the cost of the Exam is not reimbursed to Test taker.

4.5. On the date of the Exam (upon completion of the Exam) the Test taker undertakes to take photos in the place of the Exam (photos of the Test taker are done by the Examination center and used for the purposes of the present contract offer exclusively).

4.6. The Test taker agrees for transfer and processing by the Examination center of his personal biometric data (personal dactyloscopic data). Processing of personal dactyloscopic data includes receipt, storage, transfer, as well as other actions, stipulated by the Federal Law № 152 «Concerning Personal Data». Processing of the given personal dactyloscopic data can be done by the Examination center exclusively for the purposes of the present contract offer and for execution of requirements, set by the company of IELTS British Council.

Receipt (collection) of personal dactyloscopic data of the Test taker is done by the Examination center at the time of registration of the Test taker for the Exam (subject registration is done in the office of the Examination center) or on the date of the Exam before its start (subject registration for Exam was done by means of mail delivery or e-mail). Collection of personal dactyloscopic data of the Test taker is done by the Examination center by means of special equipment.

Dactyloscopic data of the Test taker is not transferred to persons, unrelated to arrangement or administration of the international English Exam IELTS. Persons, having access to such data, act in compliance with Federal Law № 152 «Concerning Personal Data».

An Test taker, which did not provide the Examination center with his personal dactyloscopic data, is not allowed to pass the Exam, additional payment, related to receipt of his personal dactyloscopic data, is not charged from the Test taker.

## **5. Results of the Exam and its' challenge.**

5.1. Checking of Examination tasks of the Test taker is done within 13 days from the date of the paper-based Exam and within 5 days from the date of the computer-delivered Exam. Results of the Exam are certified by the international standard certificate, issued by the Examination center to the Test taker. Examination center provides the certificate in one copy to the Test taker personally based on the document listed in the questionnaire, identifying the Test taker. Certificate can be sent by mail to the home address of the Test taker (subject the Test taker does not live in Moscow or Moscow region), for this the latter will confirm by e-mail the need of such delivery and the delivery address. Examination center bears no responsibility for delay of mailing deliveries by fault of the mailing companies. Results of the Exam are not disclosed by phone and fax.

Five additional copies of the certificate can be done free for the Test taker and sent by registered mail at the expense of the Examination center to the companies, listed in the questionnaire of the Test taker following the below conditions. List with more than 5 companies should be mentioned in the questionnaire of the Test taker before the date of the Exam. In order to have 5 additional copies of the certificate done, the Test taker undertakes within 1 month from the date of posting results of the Exam to address the Examination center with confirmation for making the copies. Such confirmation is sent by e-mail, to the address [ielts@bkc.ru](mailto:ielts@bkc.ru), contains the name of the Test taker, date of the Exam, place of the Exam (if the Test taker took the exam outside Moscow), as well as the list and addresses of companies, to which the certificates should be sent. Copies can be delivered within 6 weeks after the date of the Exam. After the date of the Exam making changes in the list of companies, listed in the questionnaire of the Test taker, is not allowed.

The original of the certificate is kept at the office for two years from the date of the Exam. Obtaining the certificate after the specified period is impossible. The expiration dates and validity of the Exam certificate can be changed due to the British Council updating of the IELTS Exam regulations.

5.2. During 2 years from the date of the Exam the Examination center upon application of the Test taker and at additional cost can produce additional copies of the certificate (additional to copies, stipulated in paragraph 5.1. of the present contract). These additional copies of certificates are sent by the Examination center by mail to the address of the companies, listed in the request of the Test taker (such companies can be higher education providers, embassies and consulates, employers of the Testtaker only (subject to written request from the employer).

5.3. If the Test taker does not accept the result of the Exam, he has right to submit to the Examination center an Appeal for the result of the Exam not late than 6 weeks after the date of the Exam.

5.4. Re-examination of the Exam tasks is done subject the Test taker submitted an Appeal in format, specified by the Examination center, confirming reimbursement of cost of the Appeal and the original certificate

5.5. Re-examination of the Exam tasks is carried out within the deadlines set by IELTS British Council. Results of re-examination are arranged as a letter and are submitted to the Test taker in the same way, as the certificate. Results of re-examination are final and cannot be further appealed.

5.6. Subject upon the re-examination the better result of the Exam is defined (in any part), compared to the initial check, the Examination center reimburses to the Test taker the paid cost of the Appeal and issues the new certificate with the improved score. If upon the re-examination the result of the Exam remains the same, cost of the Appeal, paid by the Test taker will not be reimbursed and the Test taker gets back the before received certificate.

5.7. Claims and complaints, referring the Exam realization conditions, should be sent by the Test taker to the address of the Examination center before the date of the Exam, otherwise such complaints and claims are considered not submitted.

## **6. Waiver, skipping and postponement of the Exam.**

### **6.1. Waiver of Exam**

6.1.1. Test taker has right to waive the Exam; his refusal is deemed duly submitted, subject it is done on the special blank of the Examination center and is submitted 5 weeks (35 days) before the date of the Exam. In this case the Examination center undertakes within 15 days after the Test taker waives the Exam to reimburse to the Test taker the paid cost of the Exam, herewith the Examination center is of right to retain 30% of the cost of the Exam.

6.1.2. Subject the Test taker waives the Exam in violation of the above mentioned procedure and deadlines, the refusal is considered not submitted, and the cost of the Exam is not reimbursed.

### **6.2. Postponement of the Exam**

6.2.1. Test taker has right to change the date of the Exam, herewith the Examination center is of right to request from the Test taker the additional payment for postponement of the Exam in the amount of 30% from the cost of the Exam. Transfer of the date of the Exam is deemed duly done, subject it is done on a special blank of the Examination center and not late than 5 weeks (35 days) before the date of the Exam, defined by the present contract.

6.2.2. Test taker has right to change the date of the Exam for any other date, opened for registration. All dates open for registration, are posted on the website in section [http://www.ielts.su/near\\_date](http://www.ielts.su/near_date).

### **6.3. Skipping the Exam**

6.3.1. If the Test taker skips the Exam, the paid cost of the Exam is not reimbursed to him, except for the following:

- Test takers' disease, confirmed by doctor's certificate, which makes impossible his presence at the Exam (medical certificate to be stamped by the doctor, the medical institution and the registration office of the medical institution);

- Existing force majeure (fires, floods, mass disorder, acts of terrorism, etc.).

6.3.2. Application for return of the cost of the Exam with attachment of supporting documents is to be submitted by the Test taker not later than 5 working days from the date of the Exam, wherein the Examination center is of right to retain 30% of the cost of the Exam.

6.4 Examination center (wherever applicable) has right to pay back to the Test taker monetary assets in compliance with subparagraphs 6.1.1., 6.3.1.-6.3.2 of the present contract later than the periods specified therein.

## **7. Cost of the Exam and way of payment**

7.1. Cost of the Exam and cost of the Appeal are declared in the price list of the Examination center posted on the website [www.ielts.su](http://www.ielts.su).

Costs of the Exam and the Appeal, listed in the price-list, are valid within the period, stipulated in the price-list. Subject the Test taker paid the cost of the Exam or the Appeal after the deadline, stipulated in the price-list, and the new cost of the Exam or the Appeal increased, the Test taker is considered to have paid the cost of the Exam and/or the Appeal not in full volume and cannot be allowed for the Exam

7.2. The Test taker undertakes to pay to the Examination center the cost of the Appeal before the date of Application submission to the examination center.

7.3. Cost of each additional certificate copy in compliance with paragraph 3.2 of the present contract makes 1650,00 rubles (One thousand six hundred fifty rubles 00 kopeks). Payment of additional copies of certificates is done by the Test taker before the date of application of the request for additional certificates copies to the Examination center. Cost of paid additional copies is not reimbursed. Subject the paid additional copy is not yet done, its cost can be paid back to Test taker upon his request

7.4. All payments under the present contract are done by bank transfer. Due to the simplified taxation system, used by the Examination center, its services are VAT free in compliance with chapter 26.2 of the Tax Code of RF. The date of payment to the address of the Examination center is the date of money enrollment to the settlement account of the Examination center.

## **8. Terms and Termination of the contract offer**

8.1. The present contract offer is effective as of the time, stipulated in paragraph 3.2. of the present contract offer and is valid until the parties fully complete their obligations under the contract

8.2. The present contract offer will be cancelled on the grounds, stipulated by the current legislation, as well as in cases of the Test takers' rejection of the Exam, the Test takers' being late for the Exam or the Test takers' deletion from the Exam, the Test taker's absence at the Exam, as well as if the Test taker is not allowed to take the Exam.

8.3. The term of this contract offer is limited to 2 years from the date of the Test taker's Exam. If the Test taker has not taken the original of the certificate within 2 years from the date of the Exam, the contract offer is considered fully completed.

## **9. Additional stipulations**

9.1. In cases of physical impossibility to make the Exam at the time, stated by the present contract offer, including those of force majeure, the Examination center has right to change the date of the Exam, defined by the present contract, with notification to the Test taker.

9.2. All notifications and messages related to the Exam, can be done by the Examination center by means of e-mail to the address of the Test taker, listed in his application. Subject the mail or e-mail addresses change, or in case of other impossibility to get notifications thereon, the Test taker will immediately notify the Examination center, otherwise notifications and messages, sent by the Examination center to the last available addresses, shall be deemed duly submitted

9.3. Services of the Examination center for administration of the Exam are duly rendered in the absence of written grounded claims/appeals from the Test taker during the day of the Exam.

9.4. All disputes out of the present contract are settled under procedure of current statutory. Dispute settlement procedure under the present contract is binding.

9.5. Parties are liable for failure to properly fulfil the present contract in compliance with the existing legislation of RF.

**10. Address and bank details of the Examination center: “Lingua-Globus” PEI»:**

Legal address: 125009, Moscow, Gazetny lane, № 3-5, buld.1,  
OGRN 1027710009304 Taxpayer Identification Number  
(INN) 7710438183 Tax Registration Reason Code (KPP)  
77301001 Russian Business and Organization  
Classification (OKPO) 59574512  
Settlement account 40703810400000000204 at PJSC  
"PROMSVYAZBANK" OJSC 044525555 Corr. Acc.  
30101810400000000555