

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are OIDI Ltd t/as OI Digital Institute company number 09392947 whose registered office is at New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG.
- 2.2 **How to contact us.** You can contact us by writing to us at ellt@oidigitalinstitute.com and 259 Greenwich High Road, London, SE10 8NB
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we invite you to activate your account on the ELLT Portal for the purposes of taking the English Language Level Test, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the services or because we are unable to meet a delivery deadline you have specified.

4. YOUR RIGHTS TO MAKE CHANGES

- If you wish to make a change to the services, you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6 - Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

- We may change the services:
- 5.1 to reflect changes in relevant laws and regulatory requirements; and
- 5.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

6. PROVIDING THE SERVICES

- 6.1 **The English Language Level Test.** Our requirements in respect of the English Language Level Test are set out in the ELLT Portal Guide. You will comply with those requirements and must successfully complete the English Language Level Test in order to be awarded a Certificate of Completion, which we will send to you by email following completion passing of the test.
- 6.2 **When we will provide the services.** We will begin the services on the date on which you pay for your English Language Level Test and supply the services until either the services are completed, or you end the contract as described

in clause 6 or we end the contract by written notice to you as described in clause 9.

- 6.3 **We are not responsible for delays outside our control, including COVID-19 disruption.** If our supply of the services is delayed by an event outside our control (which shall include, without limitation, any restrictions imposed on us by a regulatory authority or the government) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

- 6.4 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a services to:

- 6.4.1 deal with technical problems or make minor technical changes;
- 6.4.2 update the services to reflect changes in relevant laws and regulatory requirements;
- 6.4.3 make changes to the services notified by us to you (see clause 5).

- 6.5 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services unless the problem is urgent or an emergency. If we have to suspend the services, we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract.

- 6.6 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.3). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 12).

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- 7.1.1 **If what you have bought misdescribed you may have a legal right to end the contract** (or to get a service re-performed or to get some or all your money back), see clause 10;

- 7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 7.2;

- 7.1.3 **If you have just changed your mind about the services,** see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any goods.

- 7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind),** see clause 7.6.

- 7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- 7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6);

- 7.2.2 we have told you about an error in the price or description of the services you have ordered, and you do not wish to proceed;

- 7.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;

- 7.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

- 7.2.5 you have a legal right to end the contract because of something we have done wrong).

- 7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 7.4 **When you don't have the right to change your mind in respect of:**

- 7.4.1 You fail to successfully achieve your required level in the English Language Level Test; or you start your test but do not complete it.

- 7.4.2 services, once these have been completed, even if the cancellation period is still running.

- 7.4.3 If you are outside the cooling off period and cancel your speaking test within 24 hours of the exam, the English Language Level Test will not reschedule, and you must rebook and pay for a new test license

- 7.5 **How long do I have to change my mind?** You have 14 days after the day on which you make payment to take the English Language Level Test. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

- 7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. The contract is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- 8.1.1 **Email.** Email customer services at ellt@oidigitalinstitute.com Please provide your name, ELLT number, details of the order and, where available, your phone number and email address.

- 8.2 **How we will refund you.** We will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

- 8.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then, your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, an up-to-date copy of your passport.

9.1.3 you commit any act of fraud (for example, attempting to make payment to us using stolen or fraudulently obtained credit or debit card information); or

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 **We may withdraw the service.** We may write to you to let you know that we are going to stop providing the service. We will let you know at least 7 days in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

10. IF THERE IS A PROBLEM WITH THE SERVICES

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team ellt@oidigitalinstitute.com

10.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **services**, for example [a support contract for a laptop or tickets to a concert], the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

11. PRICE AND PAYMENT

11.1 **Where to find the price for the service.** The price of the service (which includes VAT) will be the price as set out in on our website. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the service you order.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 **When you must pay and how you must pay.** We accept payment with VISA, MASTERCARD, AMERICAN EXPRESS, UNION PAY, Alipay or a valid promocode. You must pay the full price of the services in advance before we start providing them.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the

negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 10.2; and for defective products under the Consumer Protection Act 1987.

12.3 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy here <https://oidigitalinstitute.com/privacy-policy/>

14. OTHER IMPORTANT TERMS

14.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. You can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

Model Cancellation Form (Complete and return this form only if you wish to withdraw from the contract)

To Oxford International Education & Travel Limited, 259 Greenwich High Road, Greenwich, London, SE10 8NB ellt@oidigitalinstitute.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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