

## Berkeley House Language Center IELTS Testing Rules

### Item 1 General Rules

IELTS is short for International English Language Testing System, and is jointly owned by the British Council, IDP: IELTS Australia, and the University of Cambridge Local Examinations Syndicate. The International English Language Testing System (hereinafter IELTS) is created and maintained by internationally-recognized experts in language proficiency certification in order to measure the accurate language skills of test-takers. IELTS Band 4~9 (NQF Entry 3~ Level 3) is recognized by Ofqual (Office of Qualifications and Examinations Regulation) in the UK. Berkeley House IELTS Official Test Centre (hereinafter Berkeley House) has been authorized by the British Council to administer IELTS tests within Japan and conduct related activities.

The rights, privileges, and conditions for IELTS applicants and test-takers are determined according to the Testing Rules outlined below (hereinafter “these Rules”), the IELTS test Notice to Candidates (hereinafter “Notice”), “Declaration,” and “Terms and Conditions.” IELTS applicants and test-takers are to read carefully, understand, and agree to the content therein before applying, so that they have an obligation to adhere to the Testing Rules, starting from the time of application.

### Item 2 Test-taker Eligibility and Conditions

1. There are no restrictions on test-taker profession or academic history, although it is desirable for test-takers to be at least sixteen years old in the year in which they sit the test. Children under the age of eleven are not allowed to sit the test.
2. If a minor under the age of eighteen is applying and sitting the test, his/her guardians must submit the application, with their full consent.
3. It is not possible to apply for or sit more than one IELTS test on the same day. If a test-taker has done this, it will be treated as cheating, with the results of both tests rendered invalid, and the test-taker will not be informed of the results.
4. If Berkeley House believes that either of the following are true, it may refuse the right of the applicant to sit the IELTS test.
  - (a) There are concerns that the applicant is going to use the IELTS test to violate the rights of a third party and/or commit an illegal act.
  - (b) It is deemed likely that the test-taker’s purpose is far-removed from the purpose of the test as a proof of English language proficiency.

### Item 3 Applications

1. Reading and Agreeing to the IELTS Test Overview Documents

Test-takers are to read through the Berkeley House website, the “Notice to Candidates,” and the “Terms and Conditions” before they confirm and agree to the IELTS test fee, test time, and venue, then apply for the test.

## 2. Test Format

IELTS is offered as the paper-delivered IELTS (IELTS on Paper) and computer-delivered IELTS (IELTS on Computer), and Berkeley House offers IELTS on Computer. The IELTS test has two modules, the Academic Module (for study-abroad and work) and the General Module (for immigration to Commonwealth countries). Both modules test the four skills independently: Writing; Reading; Listening; and Speaking. For the computer-delivered version (IELTS on Computer), the Listening, Reading, and Writing portions of the test are conducted on the computer. The Speaking test is conducted as a one-on-one interview (this can be either in-person or online). The Writing, Reading, and Listening tests are completed on the same day. Individual parts of the test may be offered in different orders. The Writing and Reading portions of the tests differ between the Academic Module (for study-abroad and work) and the General Module (for immigration to Commonwealth countries).

If a test-taker is unsure which test to apply for, s/he should confirm with the body requiring an IELTS test result.

## 3. Applicant Registration

- (1) If all places are filled, applications will be closed, even before the deadline.
- (2) Applicant Registration is complete once the “Confirmation of completion of IELTS registration and acceptance of application” has been sent to the applicant and the applicant’s passport image has been uploaded or otherwise confirmed. If registration is not completed due to a user system navigation error, Berkeley House is not responsible.
- (3) The “Confirmation of completion of IELTS registration and acceptance of application” should arrive by the next business day after payment. If the “Confirmation of completion of IELTS registration and acceptance of application” does not arrive by the next business day, the applicant must contact Berkeley House.

## 4. Identification Necessary for Application

- (1) In order to apply through Berkeley House, the applicant must have a valid passport on test day. The only form of identification accepted for sitting the IELTS through at Berkeley House is a passport, such that no other forms of identification may be used for registration or to sit the test.
- (2) The applicant must be sure to enter their passport information correctly at the time of applicant registration. If there are any discrepancies with the passport number, bearer name, sex, or expiration date, the applicant may not be allowed to sit the test.
- (3) If the applicant renews his or her passport after application, s/he must inform Berkeley House by 10:00 no later than three days before test day.

## 5. Cancellation Policy

- (1) The deadline for applying for cancellation is no later than 23:59 five days before test day. Any cancellations after this time will not be refunded. Once a cancellation request has been made, the full amount minus a handling fee (JPY 6,300 with tax) will be refunded. Accidental cancellations will still be processed as cancellations.
- (2) The standard cancellation policy applies even when the test-taker him- or herself has applied to the wrong venue, date, module, or test format.
- (3) Once a cancellation request has been processed it cannot be undone.
- (4) In the following situations, the test-taker is eligible for a refund even if the cancellation application deadline is passed. If the refund is approved, the full amount minus the handling fee (JPY 6,300 with tax) will be refunded.
  - (A) If the test-taker is seriously injured or ill and unable to sit the test on test day. Minor injuries or the common cold are not included in this exemption. Depending on the content of the official diagnosis document, a refund may be denied.
  - (B) If the test-taker will be attending a funeral or wake for a relative within three degrees of separation, the day before, the day of, or the day after the test.
  - (C) If public transportation is not functioning on test day and it is clearly impossible for the test-taker to reach the test venue.
    - (5) For any of the cases listed above (A, B, or C), the test-taker should scan and send via email, or send originals via post, the relevant document out of those listed below, to Berkeley House, within five days after the Listening, Reading, Writing (hereinafter “LRW test”).
      - (a) Diagnosis document (with the signature of the diagnosing doctor and clinic/ hospital seal)
      - (b) Formal letter of thanks from the chief mourner for attending a funeral
      - (c) Certificate of public transportation delay
- (6) In any of the following cases, the test-taker will not be allowed to sit the IELTS test for which s/he registered through Berkeley House and will be ineligible for refunds.
  - If the test-taker cannot bring the same valid passport on test day, as the one used for applicant registration.
  - If the test-taker has not completed the procedure for reregistering a renewed passport.
  - If there are any falsehoods discovered in the content of the application after the applicant has completed the payment procedure.
  - Any other situation in which procedures necessary to sit the test are still incomplete or incorrect as of the application deadline, after the applicant has completed the payment procedure.

## 6. Changes (Test Date/ Test Venue/ Module)

- (1) It is possible to make changes no later than 23:59 five days before test day. However, if the desired new date or venue is already fully booked, the change will be denied. There is no changing fee for the first-ever change request. If the test-taker wishes to make subsequent changes, the change fee is JPY 6,300 with tax.

(2) If the test-taker wishes to undo changes that have already been processed, s/he must go through the standard change procedure again.

#### 7. Confirmation Notice

(1) The Confirmation Notice (giving details of the venue of the LRW and Speaking tests and test day schedule) will be uploaded on the Berkeley House website no later than one week before the IELTS test.

<https://berkeleyhouse.co.jp/ieltestestcentre/news/confirmation/>

(2) The Speaking test time slot can be changed by the applicant from the test-taker webpage after the application process is completed.

#### 8. Date and Time of Speaking Test

(1) As a general rule, the Speaking test will take place on the same day as the LRW test.

(2) If the applicant accidentally registers the wrong time slot, the Berkeley House IELTS Official Test Centre is not responsible.

(3) Berkeley House may request a change in Speaking test time due to Berkeley House internal conditions or examiner conditions.

#### 9. Special Accommodations

(1) The IELTS is designed to accurately measure the English proficiency of any and all persons, so that there are special accommodations available for test-takers with disabilities. Anyone who requires these special accommodations must contact Berkeley House in advance. After a consultation regarding details of the desired accommodation, the test-taker should either email a scan or post a paper version of a doctor's diagnosis document (in English) and/ or disability certificate so that the details of the accommodations can be determined. In light of the time necessary for Berkeley House to make the necessary arrangements, test-takers should make the request no later than three months before the desired test day.

(2) If a test-taker has received an exemption for one or more of the four portions of the test due to disabilities, this fact will be printed on the Score Report. The score(s) for the portion(s) exempted will be estimated by the University of Cambridge Local Examinations Syndicate based on the non-exempted sub-scores, so that there is no disadvantage for disabled test-takers, so that they may also receive an Overall band score.

#### Test Day

##### Item 4

Due to the high-security nature of the IELTS test, there are test-taker personal details checks and restrictions on items that may be brought into the test room.

#### 1. Registration and Confirmation of Test-Taker Information

(1) Test-takers' personal information will be registered and confirmed during the ID checks on the day of the IELTS test. Test-takers' personal information includes the following:

(A) Fingerprint of the index finger of the right hand (scanned data)

※ If a fingerprint scan of the right index finger is impossible due to accidents, injuries, or other reasons, the test-taker should contact Berkeley House by telephone or email.

(イ) Photography of the test-taker's face (to be used on the Score Report)

(ウ) The same signature as that on the passport

(2) The test-taker personal information thus registered will be used during the test-taker's exit and return to the test room during the Reading and Writing tests (bathroom breaks), during the test-taker's exit and return to the test room during the Speaking test, and for confirmation of identity.

## 2. Personal Belongings

(1) During the LRW test

(Required items)

• Passport: must be valid as of test day and cannot be a copy.

(Must have any covers or stickers removed) If the test-taker brings a different passport from the one used for applicant registration, or the test-taker has forgotten to bring a passport, s/he may not sit the test. In these situations, there will be no refund. If the test-taker has renewed his or her passport before test day, s/he must inform Berkeley House by telephone or email no later than 10:00 three business days before test day.

(Items permitted in the test room)

• Water (Must be in a pet bottle with the label removed. No carbonated or sports drinks.)

• Glasses (No glasses cases.)

※ Pens and/ or pencils will be provided by Berkeley House; the test-taker may not bring their own into the test room.

(2) During the Speaking test

(Required items)

• Passport: the same one as that presented for the LRW test

(3) If a test-taker wishes to bring into and use in the test room for medical reasons items not permitted, s/he should contact Berkeley House no later than 10:00 three business days before test day. (E.g. eye drops, crutches, handkerchiefs, customary medications.)

## 3. Management of Belongings

(1) All belongings other than the items permitted in the test room must be placed in the lockers provided.

(2) Test-takers should put their belongings in the lockers, lock them, and keep the number tag.

(3) Berkeley House is not responsible for any loss or theft of test-taker belongings, so test-takers should avoid bringing valuables.

- (4) Metal detectors may be used before and during the test in order to inspect belongings.
- (5) If a test-taker is found to have prohibited items in the test room, the results of his or her test will not be revealed and there will be no make-up test or refund.

#### 4. Late Test-Takers

##### (LRW test)

(1) The venue will open 60 minutes before the start of the test, and check-in will be until 30 minutes before the start of the test. As a general rule, if a test-taker has not arrived at the venue by the end of the check-in period, s/he will be considered late, thus forfeiting eligibility to sit the test. In this situation there will be no make-up tests or refunds, so test-takers are advised to schedule plenty of time to reach the venue.

(2) If a test-taker is late due to delays (including paralysis of the transport system) in public transportation (including ships/ boats, airplanes, trains, and buses, but not taxis) s/he must present a certificate of public transportation delay. These will only be accepted if they offer reasonable proof that the test-taker could not have reached the venue in time. Berkeley House will determine how to handle the situation depending on the extent of the test's progression at the time of processing of the certificate of public transportation delay. If the test-taker is unable to reach the test venue on test day due to extreme delays, s/he should send to Berkeley House before 17:00 on the day after the test information about transportation routes and boarding times by email, along with a scan of the certificate of public transportation delays, or the paper version sent by post.

(3) If the certificate of public transportation delay is processed, Berkeley House may offer a make-up test. In that situation, the new test day can only be a day not yet fully booked. If none of the possible new test dates are acceptable for the test-taker, s/he may be eligible for a full refund instead. In that case, the handling fee (JPY 6,300 with tax) will be deducted from the refund.

##### (Speaking Test)

(1) If the test-taker is late for the Speaking test time slot, s/he will be considered late and will forfeit eligibility to sit the test. There will be no make-up tests or refunds in that case, so test-takers are advised to schedule plenty of time to reach the venue.

(2) If a test-taker is late due to delays (including paralysis of the transport system) in public transportation (including ships/ boats, airplanes, trains, and buses, but not taxis) s/he must present a certificate of public transportation delay. These will only be accepted if they offer reasonable proof that the test-taker could not have reached the venue by the designated Speaking time slot. Berkeley House will determine how to handle the situation depending on the extent of the test's progression at the time of processing of the certificate of public transportation delay. If the test-taker is unable to reach the test venue on test day due to extreme delays, s/he should send to Berkeley House before 17:00 on the day after the test information about transportation routes and boarding times by email, along with a scan of the certificate of public transportation delays, or the paper version sent by post.

(3) If the certificate of public transportation delay is processed, Berkeley House may offer a make-up test. In that situation, the new test day can only be a day not yet fully booked. If none of the possible new test dates are acceptable for the test-taker, s/he may be eligible for a full refund instead. In that case, the handling fee (JPY 6,300 with tax) will be deducted from the refund.

#### 5. Prohibition of Question Leaks

The content of the IELTS test is not made public. Any copying of part or all of the test questions, making these public, or leaking them (including posting to the Internet or social media) is strictly forbidden, and this behaviour will be treated as cheating.

#### 6. Prohibition of Recording, Filming, and Other Leakage of Test Information

Any kind of recording or filming at the test venue, or sharing information obtained regarding the test to other companies is strictly prohibited.

#### 7. Listening Test Acoustics

The sound volume and quality will be tested before the start of the Listening test. Test-takers who are dissatisfied with either the volume or the quality of the sound should speak up during this testing. No complaints will be accepted after the sound check.

#### 8. Asking The Test Supervisor Questions

Test room staff may not answer any questions regarding the content of the test questions.

#### 9. Leaving and Re-entering the Test Room During the Test

In general test-takers may not leave the test room while the test is in progress, but in cases of needing to use the bathroom or feeling unwell, or other unavoidable reasons, they may temporarily leave the test room and re-enter. If they wish to leave the test room, test-takers should raise their hands and quietly alert the test room staff. There is no time extension to cover time lost during a bathroom break. During any instructions given regarding the whole test or before each part, during the last ten minutes of the Reading and Writing tests, during the Listening and Speaking tests, test-takers may not leave the room, and if they do, may not re-enter the test room to resume their tests for any reason, and may not sit subsequent parts of the test.

#### 10. Taking the Logon Details Sheets or Memo Paper out of the Test Room

Under no circumstances may test-takers remove Logon Details sheets, memo paper, or task cards from the test room. If a test-taker is found to have done so, s/he will be considered to have leaked test questions and dealt with accordingly, including legal action if necessary.

#### 11. Filming or Recording the Speaking Test

The content of the Speaking test will be filmed and recorded. If for some reason the Speaking test has not been filmed or recorded, there will be a retest of the Speaking test.

## 12. Prohibited Actions

(1) If a test-taker has committed any of the following prohibited acts, s/he will lose eligibility to sit the test, will not be allowed to sit the test on the day that s/he was found to be committing prohibited acts, will not receive a Score Report, and will not receive a refund. The test-taker may be banned from future tests as well. If a test-taker who has been banned from sitting future tests still tries to apply, the application will be considered invalid and the test fees will not be refunded. The judgement of whether or not a prohibited act has taken place will be rendered on the day of the test in question, by deliberation between Berkeley House and the British Council, and the results of said deliberation will be conveyed to the offender orally or in writing at a later date.

- (a) Bringing non-permitted items into the test room
- (b) Talking to other test-takers after the start of the test or otherwise obstructing other test-takers
- (c) Lending or borrowing items with other test-takers during the test
- (d) Eating, drinking, or smoking in the test room ✕Except drinking water, which is permitted
- (e) Leaving the test room without permission from the Test Day Supervisor
- (f) Any act during the Speaking test that makes the examiner feel uncomfortable or frightened
- (g) Leaving the test centre without permission to leave
- (h) Any cheating or other acts that threaten the smooth and/ or safe delivery of the test

(2) Cheating and other prohibited acts include, but are not limited to, the following:

- (a) Using prepared notes or other external information, or other forms of cheating
- (b) Aiding other test-takers in their attempts to cheat
- (c) Impersonating other test-takers or having someone else impersonate him/her
- (d) Copying other test-takers' answers
- (e) Obstructing the IELTS test
- (f) Copying test content using some form of medium
- (g) Falsifying or altering the information given in the Score Report

(3) Any test-taker who is caught committing prohibited acts or cheating will not be allowed to sit the remainder of the test and will not receive a Score Report. Any test-takers found to be cheating or committing prohibited acts may be banned from sitting the test in the future and may face legal action.

Test-takers caught committing prohibited acts may be reported to the worldwide regulatory arm of the administration.

## 14. Influenza and Other Infectious Diseases

If a test-taker has influenza or another infectious disease, or if undiagnosed, is suspected to have an infectious disease, s/he should refrain from sitting the test. If a test-taker has influenza or another infectious disease, or is suspected of such, s/he may be turned away at the test venue. In this situation, the usual Berkeley House cancellation policy applies.

## Item 5 After the Test

### 1. Test Results



- (1) The IELTS test is scored along nine increments. The individual scores of the four parts of the test, namely the Listening, Reading, Writing, and Speaking parts, and the Overall Band Score are displayed from 1 (lowest) to 9 (highest) with increments of 0.5.
- (2) Test results are valid for two years from the date of the LRW test.
- (3) The Test Report Form (TRF) is issued three to five days after the LRW test and delivered by post.
- (4) Three to five days after the test, scores will be available for viewing online as well. To view scores online, test-takers will need to provide their full names (in Roman alphabet), date of birth, and passport number.
- (5) Scores cannot be disclosed by telephone, fax, or email.
- (6) If the IELTS Test/ Test Partner organizations have determined that some kind of confirmation procedure is necessary regarding a test-taker's results, scores may not be issued three to five days after the test. Also, in some rare cases, test-takers may be asked to retake some parts of the test.

## 2. Mailing of Additional Score Reports to Educational, Government, or Specialist Organizations, or the Individual Test-Taker

- (1) For submission of Score Reports to educational institutions or immigration authorities, or to the individual test-taker, if less than two years have passed since the date of the LRW test, Additional Score Reports may be issued free of charge (no upper limit on number of copies), to be mailed for only the postal fee.

Postal Fees: Regardless of the number of copies requested, the following fees apply:

Mailing by Post Inside Japan: JPY 1,100 (with tax)  
 Mailing by Post Outside Japan: JPY 3,500 (with tax)  
 Electronic Submission: Free of charge

- (2) There are two procedures for requesting that Additional Score Reports be sent.
  - (a) Before applying to sit the test: test-takers may register this request online during the applicant registration process.
  - (b) After applying to sit the test: Test-takers should fill out the Additional Score Report request form and send it by post or email to Berkeley House. (Each request form has space for two addresses of receiving institutions. If a test-taker wishes to send Additional Score Reports to three or more institutions, s/he should fill out a second form and submit this as well.)
- (3) Additional Score Reports will be sent as soon as possible, but this means roughly one week between the date of request (completion of payment of handling fees for mailing) and the date of mailing. Test-takers should make the request in advance in order to make their deadlines. If the Additional Score Reports do not reach their intended recipients or are delayed due to postal system issues, Berkeley House is not responsible.
- (4) Additional Score Reports will be sent electronically or by post. Berkeley House will determine whether the receiving institution accepts electronic submissions after Berkeley House has received an Additional Score Report request form.

- (5) Additional Score Report request forms must be filled out correctly (especially the address of the receiving institution must be correct). Berkeley House is not responsible for any Additional Score Reports reaching the wrong recipient due to omissions or errors in the information filled out on the request form.

### 3. Rescoring Procedure

- (1) In order to ensure fairness for all test-takers, it is possible for a test-taker to request a rescore (Enquiry on Results/ EOR) within six weeks if s/he is not satisfied with results. In order to request this, If the score changes due to this procedure, the test-taker should send in the original Score Report. A new Score Report will be sent and the old one disposed of within the test centre. The new Score Report will be valid for two years from the date it was issued, not two years from the original test date.
- (2) The fee for an EOR is JPY 15,000 with tax. If the band score changes, however, this will be refunded in full. If the EOR results in no change to the score, there will be no refund of the EOR fee.
- (3) The rescoring (EOR) process is completed in two to twenty-one days. Afterwards, the British Council will send an email notifying the test-taker of the result.
- (4) It is not possible to contest the rescoring result. EOR rescoring results are final.
- (5) Current Score Reports may not be used for applications to universities or immigration authorities during the EOR process.

### Item 6 Liability Disclaimers Regarding the IELTS Test

1. Berkeley House has the right to cancel any scheduled IELTS or refuse an individual test-taker. If an IELTS test has been cancelled, the already-paid test fees will be refunded, or a make-up test offered with no handling fee.
2. Berkeley House has the right to change the test date, test venue, order of individual parts of the test, test fees or any other costs. If there is a need to change the test date, test venue, order of individual parts of the test, test fees or any other costs, this fact will be posted on the Berkeley House website as soon as possible.
3. Regarding provision of the test itself or issuing a Score Report, if there are circumstances resulting in interruption, delays, or cancellation, Berkeley House, the British Council, and the University of Cambridge Local Examinations Syndicate will do their best to resume service, but Berkeley House's individual contribution to this effort will be limited to refunding test fees and changing test dates.
4. Berkeley House will do its utmost to ensure the safety of test-takers and IELTS test security as it provides IELTS tests, but in the following cases, it is not responsible.
  - (a) Natural disasters, riots and revolutions, strikes, etc. causing situations beyond Berkeley House's control in which it is not possible to conduct duties related to provision of the IELTS test.

- (b) Orders from government authorities
- (c) Unforeseen disasters on land, at sea, or in the air
- (d) Traffic accidents
- (e) Postal accidents, conditions, or inability to make deliveries
- (f) Problems between test-takers or their guardians or other attendants at the test venue
- (g) Serious accidents or incidents at or near the test venue

#### Item 7 Liability Damages

If an applicant or test-taker has caused physical or psychological damage to Berkeley House or a third party at the time of sitting an IELTS test, s/he will be liable for damages.

#### Item 8 Extent of Liability

Under any and all circumstances, the upper limit of Berkeley House's liability towards applicants and test-takers shall be the full amount of test fees paid by said test-taker.

#### Item 9 Changes to the Test Rules

Berkeley House may change these rules without notifying applicants, test-takers, or group application organizers in advance. If there are any changes made, they will be made publicly available as a document or on the website.

#### Item 10 Intellectual Property Rights

All copyrights and intellectual property rights regarding the IELTS test are held by the British Council, IDP:IELTS Australia, and the University of Cambridge Local Examinations Syndicate. These rights are protected according to the copyright laws of Japan and related legislation.

#### Item 11 Trademark Registration

IELTS is registered worldwide as a trademark of the British Council, IDP:IELTS Australia, and the University of Cambridge Local Examinations Syndicate. Use of the IELTS trademark is only permitted for the British Council, IDP:IELTS Australia, University of Cambridge Local Examinations Syndicate, and IELTS Official Test Centres.

#### Item 12 Protection of Personal Information

1. Berkeley House promises to respond appropriately to the expectations of all inquirers regarding the IELTS test (hereinafter "inquirers"), applicants, and test-takers, and to respect all relevant laws regarding personal information or other sensitive information.

2. An overview of Berkeley House's personal information protection policy is given below:

(1) Berkeley House will gather only what information is necessary to respond to the requests of, provide the information requested by, inquirers, applicants, or test-takers regarding the IELTS, for the benefit of inquirers, applicants, or test-takers regarding the IELTS.

(2) If Berkeley House no longer has any need of information about inquirers, applicants, or test-takers regarding the IELTS, or if requested to by said inquirers, applicants, or test-takers regarding the IELTS, Berkeley House will delete the information.

(3) Berkeley House will do its utmost to fully explain all of the things it will do with the information provided by inquirers, applicants, and test-takers regarding the IELTS.

(4) Inquirers and test-takers will decide for themselves what to do with information obtained from Berkeley House, and how to do it.

(5) This applies to all inquirers, applicants, and test-takers regarding the IELTS. Berkeley House will never pass the information of inquirers, applicants, and test-takers regarding the IELTS to third parties for marketing purposes, without prior permission.

3. Handling of personal information shall be as determined in Item 16.

#### Item 13 Language

The Japanese version of these rules shall be treated as binding. Even if these rules are translated into other languages for reference, the Japanese version will still be the one that is binding.

#### Item 14 Governing Law

Japanese law shall be the governing law for the creation, legal efficacy, execution, and interpretation of these rules.

#### Item 15 Jurisdiction of Agreement

Any disputes regarding applications for or sitting for the IELTS test provided by Berkeley House (including court arbitration) shall be under the jurisdiction of the Tokyo Summary Court or the Tokyo District Court as the sole court with jurisdiction for the first hearing.

#### Item 16 Handling of Personal Information

##### 1. Personal Information Manager Contact Information

Berkeley House Co., Ltd.

Berkeley House IELTS Official Test Centre (JP223)

7th floor, DS Ichigaya Bldg., 2-1 Ichigaya Hachiman-cho, Shinjuku-City, Tokyo, 162-0844

TEL : 03-6280-7066

2. As a corporation that handles the personal information of inquirers and test-takers, Berkeley House follows the Act on the Protection of Personal Information in order to protect and manage appropriately any personal information. All personal information provided to Berkeley House as part of the application process for the IELTS test, presented on test day, or given for test-taking under other circumstances (hereinafter “relevant personal information”) will be used for the purposes given in the “Purpose of Use of Personal Information” below, and all other uses will be with the prior consent of the inquirer or test-taker. This information may be used for similar purposes even after the applicant or test-taker has finished their IELTS test. In order to maintain the accuracy of the personal information of inquirers and test-takers, the personal information registered with Berkeley House of inquirers and test-takers may be updated.

#### 【Purpose of Use of Personal Information】

- For management of the IELTS test provided by Berkeley House and creation of statistical data thereof
- Forwarding of questions to other IELTS rights owners (British Council, University of Cambridge Local Examinations Syndicate) in accordance with the wishes of applicants and test-takers
- Sending of IELTS test results and Score Reports
- For marketing and questionnaire research
- To provide information about services provided by Berkeley House
- To respond to inquiries and requests for advice
- To provide information about study materials for the IELTS test
- To provide information about events related to English and study-abroad

3. For group applications, Berkeley House will also gather relevant personal information in the same manner as for individual applicants.

#### 4. Personal Information Handled in Relation to IELTS Tests

- (1) If a person applies for or sits the IELTS test, Berkeley House will acquire personal information, including name, address, email address, date of birth, sex, details of contact information, language preference, nationality, details of living situation, educational qualifications, nationality card number, details of passport, employment history, profession, or any other information necessary for visa application. This also includes copies of documents shown to Berkeley House as proof of identity, such as passport, national ID card, proof of citizenship, and the photograph taken as part of the applicant registration process for the IELTS test.
- (2) Berkeley House retains possession of test-takers' test results.
- (3) Berkeley House also retains possession of applicant and test-taker sensitive information. Sensitive information includes the following:
  - (a) Medical information (that which has been submitted to obtain special accommodations for the test)
  - (b) Racial or ethnic origins (from information regarding the national origin of inquirers and test-takers)
- (4) Information gained from the IELTS test application or the test itself may be shared among the partner institutions ( British Council, IDP:IELTS Australia, University of Cambridge Local Examination Syndicate) for the purpose of managing the IELTS test, reviewing IELTS test results for the purpose of gathering statistics or spotting fraud, or responding to a change in official test centres to be used.
- (5) The personal information policies of other IELTS partners can be reviewed from the links below:
  - British Council  
<http://www.britishcouncil.org/privacycookies/data-protection>
  - University of Cambridge Local Examination Syndicate

<https://www.cambridgeenglish.org/jp/>

There is information available regarding personal information in relation to the IELTS test and handling of personal information:

<https://www.ielts.org/policy/privacypolicy>

## 5. Storage of Information

(1) When the personal information obtained by Berkeley House is no longer needed, unless there are laws or IELTS governing regulations stipulating that copies of personal information be kept, Berkeley House will discard the information, or, in accordance with the anonymization policy, is guaranteed to safely discard, delete, or anonymize the information.

(2) If Berkeley House gathered the personal information of an inquirer or test-taker for the purpose of administering an IELTS test or preparing for such, Berkeley House will retain the information for no more than three years after the test sat, service utilized, or final online access.

(3) Berkeley House may retain particular pieces of information even after it has terminated its relationship with IELTS owners, for other legitimate reasons not listed above, such as resolution of disputes, compliance with other reporting and safekeeping obligations, or prevention of fraud.

## 6. Methods of Obtaining Personal Information

(1) Berkeley House will only obtain personal information through legal, fair means. Personal information may be obtained from a deputy authorized by the inquirer, applicant, or test-taker. It may also be obtained from other entities authorized to provide it, or other third parties such as delegated providers authorized to do so by Berkeley House for the purpose of provision of services. Any contact with Berkeley House through Facebook, Twitter, other social networks or other online services may result in personal information being provided to Berkeley House.

(2) Berkeley House will not obtain personal information or sensitive information ※unless it is objectively necessary for Berkeley House's business functions and activities. Any sensitive information shall be obtained with the permission of the inquirer and/ or test-taker. ※Sensitive information includes the race or ethnicity, political opinions, membership information for a specialist or industry organization, criminal record, personal health information of any individual, or other biometric information used for authorization.

(3) In order for Berkeley House to provide services as part of the business transaction, inquirers, applicants, and test-takers must prove their identity. Only the name listed on the passport may be used.

(4) Additional personal information regarding an inquirer or test-taker may be collected in the form of an IP address or domain name if said individual accesses the Berkeley House website.

## 7. Disclosure to Others

(1) Any information disclosed by Berkeley House to recipients overseas as part of the provision of the IELTS test may be handed over to other IELTS owners (British

Council, University of Cambridge Local Examination Syndicate). These recipients are based in the United Kingdom, so that they follow the UK Data Protection Act. Any information forwarded to recipients overseas will be subject to use restrictions and protection against wrongful access.

(2) This information will only be saved and accessed if necessary in order to provide services to the inquirer or test-taker. If the information is forwarded to servers overseas, it will be subject to use restrictions and protection against wrongful access.

(3) Berkeley House Co., Ltd. is a sub test centre under the umbrella of the Eiken Foundation of Japan. Berkeley House may provide only the personal information (as defined in Item 16 Article 4 above) necessary for the management of the IELTS test, gathered from test-taker application data, to the Eiken Foundation of Japan.

## 8. Rights

(1) Unless there are legitimate reasons to retain undisclosed information as defined in the Act on the Protection of Personal Information and related laws, individuals may access their own personal information held by Berkeley House.

Legitimate reasons include the following:

(a) There are illegal or otherwise wrongful acts of a serious nature taking place, and there is reason to suspect that granting access will obstruct efforts to deal with these problems in an appropriate manner.

(b) Granting access will result in leakage of evaluation information created inside Berkeley House, related to processes that are sensitive business information.

(2) If there are any changes to the personal information of inquirers, applicants, or test-takers, or there is reason to believe that the information held by Berkeley House is incorrect, incomplete, or obsolete, Berkeley House will make edits if notified.

## 9. Deletion Rights

Berkeley House will delete all information that it is not legally obligated to retain, if requested by the inquirer, applicant, or test-taker whose information it is.

## 10. Right to Limit Processing of Information

Individuals have the right to request limits to processing of their personal information. For example, if they desire that their personal information be updated, they have the right to limit processing of their personal information until the update procedure is finished.

## 11. Right to Object

Individuals may object to the processing of their personal information.

## 12. Automated Decision-Making and Right to Refuse Profiling

The Berkeley House information processing procedure is not entirely automated, so that there will not be any decision-making without human oversight. Information may be processed in order to analyse or predict behaviour, but if there is any personal information involved, consent will always be sought.

### 13. Right to Move Information

If an individual has consented to provide information to Berkeley House, or there was an obligation to provide information, the individual has a right to request that the information be readable by machine, and may move it to another manager.

### 14. Methods of Request

Any requests regarding confirmation or correction of personal information, or other rights regarding personal information that are not listed above should be directed to Berkeley House. All requests will be responded to in writing within a reasonable amount of time. As part of this process, Berkeley House will confirm the identity of the individual requesting this information, as part of the process, before any access is granted or any edits made. If Berkeley House is unable to comply with a request, it will explain.

### 15. Objections Regarding the Handling of Personal Information

- (1) Berkeley House has a system in place for dealing with inquiries and complaints.
- (2) Any questions relating to the policies of Berkeley House, or complaints regarding the handling of personal information of inquirers and/ or test-takers by Berkeley House should be addressed to Berkeley House.

Berkeley House Co., Ltd.

Berkeley House IELTS Official Test Centre (JP223)

7th floor, DS Ichigaya Bldg., 2-1 Ichigaya Hachiman-cho, Shinjuku-City, Tokyo, 162-0844

TEL : 03-6280-7066

- (3) If there are any doubts regarding the use and management of personal information by Berkeley House as regards the management and registration procedures of the IELTS test, these should be addressed to the British Council.
  - British Council Japan Office  
[exams@britishcouncil.or.jp](mailto:exams@britishcouncil.or.jp)
  - British Council Headquarters  
<https://www.britishcouncil.org/contact/webform>

### 16. Updates to This Personal Information Protection Policy

This personal information protection policy will be updated as necessary. Any person who is providing personal information is advised to refer to it at any time. Berkeley House takes the utmost precautions to avoid unforeseen incidents during the course of handling personal information provided by inquirers and test-takers. If important changes are being made to this personal information protection policy, in the case of individuals whose email addresses are known to Berkeley House, they will be notified of the changes and how it will affect them, so that they are informed of their rights regarding their personal information.

Enacted 1 July, 2021

Revised 31 October, 2021

Revised 1 July, 2022



Revised 17 October, 2022  
Revised 1 December, 2022