

# Terms and conditions for booking and taking the Life in the UK Test

Please read these Terms and Conditions of Use ('Terms') carefully before booking your Life in the UK test at our [what you need page](#) (referred to below as the 'Website').

[Part A](#) applies to all users of the Website

[Part B](#) applies if you register for a Life in the UK Test account

## Part A

### 1. Terms applying to all users of the Website

Please read these Terms carefully before using the Website. Additional terms and conditions apply if you register for a Life in the UK Test account (Part B). These will be drawn to your attention during the process of registration.

In these Terms, 'we', 'us' and '**learndirect**' means:

**learndirect** Limited Dearing House, 1 Young Street, Sheffield, S1 4UP

which is the owner of this Website and the **learndirect** mark, and 'you' means the user of this Website. We reserve the right to withdraw all or part of the Website at any time.

For all correspondence regarding the Life in the UK Test please write to:

**learndirect** e-Assessment PO BOX 10358, Leicester, LE1 8EL

By using this Website you agree to be bound by these Terms, the Privacy Statement and the Copyright Statement.

You acknowledge that you are responsible for making backup copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

We cannot promise that access to the Website will be uninterrupted or error free. We reserve the right to suspend access to the Website between the scheduled maintenance window of approximately 02:00 to 04:00 GMT each day. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of **learndirect**.

You accept that you will not have a claim for breach of contract (either against us, UK Visas and Immigration or your Life in the UK Test centre) or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any content and/or facilities provided via the Website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- any loss or corruption of data; or
- any indirect or consequential loss.

The exclusions and limitations of liability contained in this section do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;

- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

The receipt of the services is personal to you and you may not transfer your rights to receive the services to another person unless we have consented in writing to you doing so.

If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in future.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

## **2. Purpose of the Website**

The purpose of the Website is to allow individuals to book the Life in the UK Test including registration.

## **3. Copyright**

The materials on this Website are protected by our copyright and other intellectual property rights as described in the Copyright Statement.

## **4. Third Party Links**

We may provide links to third-party websites from time to time. This may include links to sites owned by associated companies

of **learndirect**. Any links are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites and, unless otherwise stated, are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding you enter into with a third party through a third party website. If you choose to use any of the links provided, you should ask for access to the terms and conditions and privacy statement of the third party website. **learndirect** does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

## **5. Amendments to the Terms**

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Website you will be deemed to have accepted those changes from the point at which these changes come into effect.

## **6. Contact Us**

You can contact us:

- By telephone on 0800 015 4245, Mon - Fri between 8:00am and 4:00pm
- By post at: **learndirect** e-Assessment, PO BOX 10358, Leicester, LE1 8EL

## **Part B**

### **7. Terms applying if you register for a Life in the UK Test Account**

Please confirm you've understood the answers to these questions.

These are the terms and conditions you must accept before booking your test.

1. [How soon can I take my test?](#)
2. [Can I change the time and date of my test?](#)
3. [Can I take a test outside the UK?](#)
4. [Why does the information I've given during registration have to be exact?](#)
5. [I only have one legal name, how do I register for the test?](#)
6. [How can I change the details I've given during registration?](#)
7. [What ID do I have to bring to the test?](#)
8. [Can I take practice tests?](#)
9. [Can I take notes while doing my test?](#)
10. [What will I be tested on?](#)
11. [How and when will I get my test result?](#)
12. [If I lose my results letter, can I get a replacement?](#)
13. [What if I can't finish my test because of computer problems?](#)
14. [What happens if I break the rules of the test?](#)
15. [What will happen if the registration, booking and test systems are not working?](#)
16. [How can I make a complaint?](#)
17. [Who will store my personal information?](#)
18. [What if I disagree with these terms and conditions?](#)

## **1. How soon can I take my test?**

The earliest test you can take is 3 days from the date of booking. You should be able to book a test within a month and will not have to wait longer than two months.

## **2. Can I change the time and date of my test?**

When booking your test, please think about any events which might affect you taking your test (for example, having a baby) and allow enough time.

You can change the time and date of your test up to 3 days before your test and you will not have to pay a charge.

If you change the time and date within 3 days of your test, you will have to book and pay for a new test time. We will not refund the fee for the old test.

### **3. Can I take a test outside the UK?**

Test centres outside the UK are only available for dependents of, or a serving member of, the British Armed Forces. If you do not fall into this category you cannot sit a test outside the UK. Any tests booked by candidates who are not dependents of, or a serving member of, the British Armed Forces will not be permitted and you will not receive a refund of the test fee.

### **4. Why does the information I've given during registration have to be exact?**

The information you give when you register for a test must be an exact match to the ID and postcode evidence presented. If this information is not correct you may not be able to take the test and we will not refund your test fee. This information will also appear on your results letter. If the details on your results letter are not right, it might affect your application with the Home Office.

This is why you agree to check that you have entered your personal details correctly. Your results letter will also record when and where you took your test

### **5. I only have one legal name, how do I register for the test?**

If you only have one legal name your chosen method of ID should reflect this. In order to register for the test you must insert your one legal name twice (once in the first name field and again in the last name field). This will allow you to complete registration. After registration, please do not complete the booking and payment process on your own, but instead submit a special request, (using the 'Make a special request' button), and an assisted booking will be made on your behalf. If you don't do this, your test will be rejected at the centre and you will not receive a refund.

### **6. How can I change the details I've given during registration?**

You can change these details up to 1 day before the date of your test. To do this:

- log into your Life in the UK account
- click on the “Edit details” button in the “Manage your details” section
- change your details as needed
- click “Update my details” to save any changes.

After this time, you cannot change your details and we will print these on your result letter.

If the following details are not correct on the day of your test, or not consistent with the ID and postcode evidence provided, you will not be allowed to take the test and will not receive a refund of your test fee:

- names
- date of birth
- country you were born in
- nationality
- place of birth
- ID
- ID must be in date (unless this is a passport or an immigration status document)
- proof of postcode (this must contain your name and you must bring this with you to the test).

## **7. What ID do I have to bring to the test?**

You must come to the test with the ID you registered with. If you arrive with a different ID or the details on the ID are not an exact match to the details given at registration, you will not be able to take your test and your test fee will not be refunded.

This ID should be an original document (photocopies, printouts or electronic documents will not be accepted).

A test supervisor will check your ID to make sure that:

- the photo is a true likeness of you;
- it is in date (if this applies); and
- the details you have given during registration are correct.
- the signature you provide to confirm your attendance corresponds with the signature on the document.

If you have registered in your married name and your ID is in your maiden name, you must bring an original UK Marriage certificate or a UK Spouse Visa (in date) to support this. Without one of these you will not be allowed to take your test and your test fee will not be refunded.

You are only permitted to sit the test at one of the 5 closest centres generated by the postcode provided during registration. You must provide acceptable evidence of this on the day and if you attempt to sit a test outside of your 5 closest centres you will not be permitted to sit the test and will not receive a refund

From 1st January 2015 candidate proof of postcode cannot be any older than 3 months prior to the date of the test (except a UK photocard driving licence). We will not let you take your test without this proof, or if it older than 3 months and we will not refund your test fee. This proof should be an original of one of the following documents (photocopies, printouts or electronic documents will not be accepted):

- gas / electricity / water bill (the word 'Bill' or 'Statement' must be shown on the document and the usage must be present covering a historical timespan to confirm residency)
- council tax bill (adjustments can be accepted. Final demand notices are not acceptable)
- A bank statement/credit card statement (this must be an original statement printed by your bank. If you do not normally receive paper statements, you can ask your bank to provide you with one however it MUST have been stamped by the issuing branch).
- A bank transaction list (you can ask your bank to provide you with one however it MUST have been stamped by the issuing branch).
- UK photocard driving licence (this can also be used as photographic ID)
- or a letter from the Home Office with your name and address on it.

We will also ask you to sign a candidate attendee list to confirm you attended your test. The test centre will keep the signed list of candidate attendees for 12 months.

## **8. Can I take practice tests?**

Yes, you can take a practice test. This is available at the beginning of your actual test.

## **9. Can I take notes while doing my test?**

You can take notes. However, you must hand these over to the test supervisor before you leave the test room and we will then destroy them.

The test conditions will be provided to you in writing before the test begins. You must keep to them or we will ask you to leave and you will not receive a refund.

## **10. What will I be tested on?**

We will test you on your knowledge of the official Life in the UK handbook. You cannot appeal or challenge the accuracy of the information in the handbook.

## **11. How and when will I get my test result?**

We will give you a results letter at the end of your test session. This will tell you if you have passed or not.

If you have passed, you'll be given a pass notification letter which is signed and stamped by a test supervisor. If you have not passed, we'll give you a results notification letter which explains the areas you need more practice on.

It is your responsibility to make sure that you receive your results letter, and that you keep this letter safe. Please don't leave the test centre until we give you your results letter. If you do, we will destroy your results letter and will not offer a refund of the test fee.

If for some technical reason your result letter cannot be printed, we will send this to the test centre where you took the test. You must then come to the test centre with one of the approved forms of identification to collect it.

## **12. If I lose my results letter, can I get a replacement?**

No. Your results letter is an important document. Please keep it safe as we will not replace it if you lose or damage it. If you lose your results letter, please contact the Home Office.

## **13. What if I can't finish my test because of computer problems?**

If for any technical reason you can't complete your test, please alert a member of staff immediately. If we are unable to recover your test you can take it again without having to pay. This will take place on a different day and is subject to availability.

## **14. What happens if I break the rules of the test?**

Violent or aggressive behaviour will not be tolerated within our test centres. This behaviour will be reported to the Home Office and you may be prevented from attending the centre again. This may affect your application for Citizenship or Settlement.

If you try to cheat in any of the following ways, we will report this to the Home Office and it may also affect your application:

- taking the test for another person
- using any materials (electronic or printed) during the test
- copying any part of the test (electronically or in text format) and removing it from the test centre
- intimidating staff with threats or violent behaviour to either enable you to take your test or influence your test result
- offering bribes to test centre staff to influence your result
- using any other method to get the help of test centre staff to influence your test result
- speaking to other candidates during the test
- looking at other candidates' screens during the test
- using any electronic communications device

If we think any of your behaviour is criminal, we will report it to the police and the Home Office. The test centre also has the right to remove you from your test session and cancel your test. Anyone suspected of cheating using fraudulent ID or electronic devices will have these items removed and retained by the

centre. If you have acted in one of the above ways, you have no right to a refund.

### **15. What will happen if the registration, booking and test systems are not working?**

Sometimes we have to interrupt access to the registration, booking and test systems for emergency maintenance or repairs, or to carry out upgrades to improve the systems. We may also interrupt access due to failures of telecommunications links and equipment or staffing issues which are beyond our control.

In this situation you will not have a claim for breaking the contract (either against us or the test centre) or otherwise because the system or centre was not available for tests.

We will not be legally responsible to you for any of the following types of loss or damage arising out of or in connection with not taking the Life in the UK test:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue
- any loss or corruption of information
- any indirect or resulting loss.

### **16. How can I make a complaint?**

Before making a complaint, please read through the information about [making a request for a refund](#). If, after having done so, you still wish to contact us with a complaint, you can contact us in any of the below ways:

By Phone: 0800 015 4245 Monday – Friday 8am-4pm

By Email: [complaints@lituk.learndirect.com](mailto:complaints@lituk.learndirect.com)

By downloading and completing a [Request for Refund form](#). Print and send it by post only to:

**learndirect** e-Assessment  
PO BOX 10358  
Leicester  
LE1 8EL

Please allow up to 10 working days for a response to your complaint. Please note that we will not normally investigate complaints more than 3 months after the incident occurred. Please do not come to this address in person as there will be no one here to see you.

### **17. Who will store my personal information?**

The Home Office is responsible for any personal information you have provided when registering to take the test. We at **learnirect** process this information for the Home Office.

We hold this information securely and transfer it to the Home Office. For information on how the Home Office uses this information and how long they keep it, please contact the Home Office.

We will keep the registration information you have provided, plus the date of your test, for 3 years for audit purposes and to help prevent fraud.

We will also keep your information for as long as we need to for the purposes we collected it for, or if this is needed by law or to enforce or defend legal claims.

We will not transfer this information to anyone else, unless we have to do so by law or in connection with legal proceedings.

We will combine the information from the tests to provide reports on, for example, pass rates, number of tests taken and so on. Nobody will be able to personally identify you from this information

### **18. What if I disagree with these terms and conditions?**

These terms are governed by English law. Any dispute arising between you and us (or the test centre) in connection with these terms will be dealt with by the English courts.