



British International Remote School (BIRS) Terms and Conditions

Effective Date:

Welcome to the British International Remote School (BIRS), a trading name of eLearnSmart Ltd (Company number 14941467), registered in England and Wales. Our registered office is at 7 Bell Yard, London WC2A 2JR, United Kingdom.

These Terms and Conditions (“Terms”) govern your access to and use of the BIRS website (the “Website”), and the online educational services, programmes, and materials (collectively, the “Services”) provided by eLearnSmart Ltd, T/A British International Remote School. Please read these Terms carefully before using our Website or enrolling your child in our Services.

By accessing the Website, registering an account, or enrolling your child in our Services, you, the Parent or Legal Guardian (“Parent”), agree to be bound by these Terms on your own behalf and on behalf of the student(s) you enrol. If you do not agree to these Terms, then you must not use our Website or Services.

1. Definitions

- 1.1. “BIRS”, “We”, “Us”, “Our”: Refers to eLearnSmart Ltd, T/A British International Remote School.
- 1.2. “You”, “Parent”, “Guardian”: Refers to the parent or legal guardian enrolling a student.
- 1.3. “Student”, “Your Child”: Refers to the child aged 7 to 16 enrolled in BIRS Services by a Parent or Guardian.
- 1.4. “Services”: Refers to all online educational programs, live sessions (e.g., via video conferencing), learning materials, digital platforms, and support provided by BIRS.



- 1.5. “Website”: Refers to the official BIRS website located at <https://thebirs.co.uk/>.

2. Eligibility and Account Registration

- 2.1. To register an account and enrol a Student, you must be at least 18 years old and be the legal parent or guardian of the Student.
- 2.2. Students must be between the ages of 7 and 16 to be eligible for enrolment.
- 2.3. You agree to provide accurate, current, and complete information during the registration and enrolment process and to update such information to keep it accurate, current, and complete
- 2.4. You are responsible for safeguarding your account including your password and for any activities or actions under your account.
- 2.5. You agree to notify BIRS immediately of any unauthorised use of your account.

3. Services Provided

- 3.1. BIRS offers online educational programs for students aged 7 to 16, delivered through live virtual lessons (e.g., via video conferencing), digital learning materials, and engagement with qualified teachers.
- 3.2. Details of specific curriculum packages, subjects, and enrichment programmes are available on our Website or through our admissions team.
- 3.3. BIRS reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with notice.
- 3.4. We will endeavour to provide reasonable advance notice of any material changes that significantly affect ongoing Services for currently enrolled Students.

4. Fees, Payments, and Refunds

- 4.1. The fees policy is available in a separate document for your reference, which can be found **here**.
- 4.2. Tuition Fees: All applicable tuition fees for selected curriculum packages or subjects will be clearly communicated to you prior to enrolment confirmation.
- 4.3. Payment Methods: Payments are accepted via Stripe (credit/debit card) for initial payments such as enrolment fees, deposits, and upfront termly/annual fees. Specific payment options—such as annual, termly, or monthly plans—will be outlined during the enrolment process. Monthly tuition fee payments require a deposit (as outlined in

the **BIRS School Fees Policy**) and are typically processed via Parent-initiated Standing Order.

- 4.4. **Payment Due Dates:** Fees must be paid according to the payment schedule selected and agreed upon at the time of enrolment. Failure to make timely payments may lead to suspension or termination of services.
- 4.5. **Refund Policy:** The refund policy is available in a separate document, which can be found **here**.
- 4.6. **Changes to Fees:** BIRS reserves the right to change its fees. Any fee changes will be communicated to existing families with reasonable advance notice, typically before the start of a new academic year or term.

5. Parent and Student Conduct

5.1. Parents agree to:

- a) Ensure their child has access to a suitable learning environment, appropriate technology (computer, internet connection, webcam, microphone), and necessary materials for participation in live lessons.
- b) Support their child's learning and adherence to **BIRS Student Acceptable Use Policy (AUP)**.
- c) Communicate respectfully with BIRS staff.
- d) Ensure all information provided to BIRS is accurate.

5.2. Student Code of Conduct:

Students are expected to adhere to the standards of behaviour outlined in this document, and the **AUP, Attendance Policy, Equality and Diversity Policy, and Online Safety Policy**. Key expectations include, but are not limited to:

- a) Attending live lessons punctually and regularly.
- b) Participating respectfully and constructively in class.
- c) Completing assigned work to the best of their ability.
- d) Adhering to BIRS's policies on academic integrity (no plagiarism or cheating).
- e) Not sharing login credentials or BIRS learning materials with unauthorized individuals.
- f) Refraining from any form of bullying, harassment, or disruptive behaviour towards other students or staff.
- g) Using BIRS communication tools and platforms appropriately.

5.3. Prohibited Use:

- a) You and your child may not use the Website or Services for any illegal or unauthorised purpose, nor may You, in the use of the Service, violate any laws in your jurisdiction.

- b) BIRS reserves the right to suspend or terminate a student's access to Services for serious or repeated breaches of the **AUP**, following an appropriate internal review process which may involve communication with the Parent or the Guardian.

6. Intellectual Property

- 6.1. All content and materials provided by BIRS as part of the Services, including but not limited to lesson plans, worksheets, videos, software, text, graphics, logos, and presentations (collectively, "BIRS Materials"), are the property of BIRS or its licensors and are protected by copyright and other intellectual property laws.
- 6.2. BIRS grants You and Your Enrolled Child a limited, non-exclusive, non-transferable license to access and use the BIRS Materials solely for personal, non-commercial educational purposes in connection with the Services during the period of enrolment.
- 6.3. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the BIRS Materials, except as incidentally necessary for your Child's participation in the Services.

7. Privacy and Data Protection

- 7.1. Your privacy and the privacy of Your Child are very important to us. Our collection and use of personal data in connection with the Services are described in our **Privacy Policy**.
- 7.2. By using our Services, you acknowledge that You have read and understood our **Privacy Policy** and consent to the data practices described therein.

8. Technology and Technical Support

- 8.1. Parents are responsible for ensuring that Students have access to compatible technology and a stable internet connection required to participate in BIRS Services.
- 8.2. BIRS will provide general specifications for required technology.
BIRS will provide reasonable technical support for issues directly related to accessing our learning platform or BIRS-provided resources but is not responsible for troubleshooting individual Parent/Student hardware, software, or internet connectivity issues.

9. Disclaimers

- 9.1. The Services are provided on an "as is" and "as available" basis. BIRS makes no warranties, expressed or implied, regarding the operation of the Services or the information, content, or materials included therein.

- 9.2. While BIRS strives to provide high-quality educational services, we do not guarantee any specific academic outcomes or results for any Student.
- 9.3. Student progress is dependent on various factors, including individual effort, engagement, and external circumstances.
- 9.4. BIRS is not liable for any interruption to Services caused by circumstances beyond our reasonable control, including, but not limited to, internet outages, failures of third-party providers (e.g., video conferencing platforms), or force majeure events.

10. **Limitation of Liability**

- 10.1. To the fullest extent permitted by applicable law, eLearnSmart Ltd, trading as British International Remote School (BIRS), shall not be liable for any indirect, incidental, special, consequential, or punitive damages. This includes, but is not limited to, any loss of profits, revenue, data, use, goodwill, or other intangible losses—whether incurred directly or indirectly—arising from:
 - a) Your or your child's access to, use of, or inability to access or use the Services;
 - b) The conduct or content of any third party using the Services; or
 - c) Unauthorised access to, use of, or alteration of your transmissions or content.
- 10.2. In no event shall BIRS's total liability for all claims relating to the Services exceed the total amount of tuition fees paid by you to BIRS for the specific student during the twelve (12) months immediately preceding the event giving rise to the claim.
- 10.3. Nothing in these Terms shall limit or exclude BIRS's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.

11. **Indemnification**

- 11.1. You agree to defend, indemnify, and hold harmless eLearnSmart Ltd, T/A British International Remote School (BIRS), its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:
 - a) Your access to or use of the Website or Services;
 - b) Your violation of these Terms; or
 - c) Information you provide to BIRS, including any claim that such information infringes the intellectual property or other rights of a third party.

12. Termination

12.1. Termination By You:

- a) You may request to withdraw your child from BIRS Services by providing written notice in accordance with the **BIRS Student Withdrawal Policy**.
- b) The Student Withdrawal Policy outlines the required notice period, procedures, and any financial implications.
- c) Please also refer to our **BIRS Refund Policy** for details on any applicable refunds related to early withdrawal.

12.2. Suspension or Termination of Access by BIRS

BIRS reserves the right to suspend or terminate your or your child's access to the Services at its sole discretion, without prior notice or liability in certain circumstances, though we will make reasonable efforts to provide advance notice where appropriate. Grounds for suspension or termination may include, but are not limited to:

- a) A serious or repeated breach of these Terms or **the AUP**.
- b) Non-payment of tuition fees, following due notice and an opportunity to rectify the issue as outlined in the **BIRS School Fees Policy**.
- c) Submission of false or misleading information during the enrolment process.
- d) A reasonable belief by BIRS that such action is necessary for safeguarding purposes or to protect the integrity of our Services and community, as outlined in the **BIRS Safeguarding and Child Protection Policy**.

Upon termination, all rights to use the Services will cease immediately. Any provisions of these Terms that, by their nature, should survive termination—such as those relating to Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, and Governing Law—will remain in effect.

13. Changes to Terms and Conditions

- 13.1. BIRS reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least thirty (30) days' notice prior to any new terms taking effect (by posting on our Website or sending an email to your registered email address). What constitutes a material change will be determined at our sole discretion.
- 13.2. By continuing to access or use our Services after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Services.

14. **Safeguarding**

14.1. BIRS is committed to safeguarding and promoting the welfare of children. We have a comprehensive **BIRS Safeguarding and Child Protection Policy**, and all staff are trained in accordance with relevant UK guidelines.

14.2. Parents are expected to review and support the safeguarding policy.

15. **Governing Law and Jurisdiction**

15.1. These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

15.2. You agree that any legal action or proceeding arising out of or relating to these Terms or the Services shall be brought exclusively in the courts of England and Wales.

16. **Entire Agreement**

16.1. These Terms, together with our Assessment and Feedback Policy, Attendance Policy, Complaints Procedure for Parents & Guardians, **Cookies Policy, Curriculum Policy, Equality and Diversity Policy, School Fee Policy, Online Safety Policy, Privacy Policy, Refund Policy, Safeguarding and Child Protection Policy, Staff Code of Conduct, Student Acceptable Use Policy, Student Withdrawal Policy**, and any other specific agreements, addendums, or forms related to fees, specific programme enrolment, or consent that You accept as part of the enrolment and service provision process, constitute the entire agreement between You and eLearnSmart Ltd, T/A British International Remote School (BIRS) regarding our Services.

16.2. These documents supersede and replace any prior agreements, understandings, or representations, whether oral or written, we might have had between us regarding the Services.

17. **Severability**

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

18. **Waiver**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and BIRS's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.



19. **Contact Information**

If you have any questions about these Terms and Conditions, please contact us at:

- a) eLearnSmart Ltd, T/A British International Remote School (BIRS)
- b) Email: contact@thebirs.co.uk
- c) Website: <https://thebirs.co.uk/>
- d) Registered Address: 7 Bell Yard, London WC2A 2JR, United Kingdom