



eLearnSmart Ltd, T/A British International Remote School (BIRS) - Terms and Conditions

Effective Date: 01 June 2025

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 (<https://thebirs.co.uk/>) (the "Website"), and the online educational services, programmes, and materials (collectively, the "Services") provided by eLearnSmart Ltd, T/A British International Remote School (BIRS).

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 ("You", "Parent"), agree to be bound by these Terms on your own behalf and on behalf of the student(s) ("Student", "Your Child") you enrol. If You do not agree to these Terms, You must not use our Website or Services.

1. Definitions

"BIRS", "We", "Us", "Our": Refers to eLearnSmart Ltd, T/A British International Remote School.

"You", "Parent", "Guardian": Refers to the parent or legal guardian enrolling a Student.

"Student", "Your Child": Refers to the child aged 7-16 enrolled in BIRS Services by You.

"Services": Refers to all online educational programs, live sessions, learning materials, digital platforms, and support provided by BIRS.

"Website": Refers to the official BIRS website located at <https://thebirs.co.uk/>.



2. Eligibility and Account Registration

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. Students must be between the ages of 7 and 16 to be eligible for enrolment. 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. You are responsible for safeguarding your account password and for any activities or actions under your account. You agree to notify BIRS immediately of any unauthorised use of your account.

3. Services Provided

BIRS offers online educational programs for students aged 7 to 16, delivered through live virtual lessons, digital learning materials, and engagement with qualified teachers. Details of specific curriculum packages, subjects, and enrichment programmes are available on our Website. BIRS reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with reasonable advance notice of any material changes that significantly affect ongoing Services for currently enrolled students.

4. Fees, Payments, and Refunds

4.1. All fees are governed by the **BIRS School Fees Policy**, which is available via this link [[Link to BIRS School Fees Policy](#)] and which **forms part of this binding agreement**.

4.2. All applicable tuition fees for selected curriculum packages or subjects will be clearly communicated to you prior to enrolment confirmation.

4.3. Payments for the **Annual Plan** are accepted via Bank Transfer or our Online Payment Portal. The **Monthly Plan** requires a **one-month refundable security deposit** and the first month's fee to be paid upfront. Subsequent monthly payments are payable **only by Standing Order** on the 1st of each month. Full details are in the Fees Policy.

4.4. Fees are due in accordance with the BIRS Fees Policy. Failure to pay fees within **5 days** of the due date may result in the immediate suspension of the Student's access to all BIRS Services, as detailed in our Fees Policy.

4.5. Our **Refund Policy** is available here [[Link to BIRS Refund Policy](#)]. Please note that as a condition of enrolment, and as detailed in the Fees Policy, **once the academic year has commenced, all tuition fees are non-refundable**, regardless of the payment plan chosen.

4.6. 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.



5. Parent and Student Conduct

Parents agree to ensure their Child has access to a suitable learning environment and appropriate technology, and to support their Child's learning and adherence to the **BIRS Student Code of Conduct** [Link to BIRS Student Code of Conduct]. Students are expected to adhere to the standards of behaviour outlined in the BIRS Student Code of Conduct, including attending lessons punctually, participating respectfully, and maintaining academic integrity. BIRS reserves the right to suspend or terminate a Student's access to Services for serious or repeated breaches of the Student Code of Conduct.

6. Intellectual Property

All content and materials provided by BIRS as part of the Services ("BIRS Materials") are the property of BIRS or its licensors and are protected by copyright laws. 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 during the period of enrolment.

7. Privacy and Data Protection

Our collection and use of personal data in connection with the Services are described in our **Privacy Policy** [Link to your BIRS Privacy Policy]. By using our Services, You acknowledge that You have read and understood our Privacy Policy.

8. Technology and Technical Support

Parents are responsible for ensuring Students have access to compatible technology and a stable internet connection. BIRS will provide reasonable technical support for issues directly related to our learning platform but is not responsible for troubleshooting individual hardware, software, or internet connectivity issues.

9. Disclaimers

The Services are provided on an "as is" and "as available" basis. While BIRS strives to provide high-quality educational services, we do not guarantee any specific academic outcomes or results for any Student. BIRS is not liable for any interruption to Services caused by circumstances beyond our reasonable control.



10. Limitation of Liability

To the fullest extent permitted by law, BIRS shall not be liable for any indirect, incidental, special, consequential, or punitive damages. 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 for the specific student during the twelve (12) months immediately preceding the event giving rise to the claim. Nothing in these Terms shall limit or exclude BIRS's liability for death or personal injury resulting from its negligence, fraud, or any other liability that cannot be excluded under English law.

11. Indemnification

You agree to defend, indemnify, and hold harmless BIRS from any claims, liabilities, damages, and expenses arising out of Your or Your Child's violation of these Terms or use of the Services.

12. Termination

12.1. By You (Withdrawal):

You may withdraw Your Child by providing written notice as per the **BIRS Student Withdrawal Policy** [[Link to Student Withdrawal Policy](#)].

- **For the Monthly Plan:** A minimum of **one full calendar month's notice** is required. You remain liable for all fees during this notice period. Failure to provide sufficient notice will result in the forfeiture of the one-month security deposit.
- **For the Annual Plan:** The Annual Plan is a commitment for the full academic year and fees are non-refundable after the academic year commences.
- The full terms of withdrawal are detailed in the Student Withdrawal Policy, which forms part of this agreement.

12.2. By BIRS (Suspension or Termination):

BIRS reserves the right to suspend or terminate a Student's access to the Services for reasons including, but not limited to:

- A serious or repeated breach of these Terms or the Student Code of Conduct.
- Non-payment of tuition fees, following due notice.
- Action necessary for safeguarding purposes.



13. Changes to Terms and Conditions

BIRS reserves the right to modify these Terms. If a revision is material, we will provide at least

thirty (30) days notice. By continuing to use our Services after revisions become effective, You agree to be bound by the revised terms.

14. Safeguarding

BIRS is committed to safeguarding and promoting the welfare of children and has a comprehensive **Safeguarding and Child Protection Policy** [Link to your BIRS Safeguarding Policy]. Parents are expected to review and support this policy.

15. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of England and Wales. You agree to the exclusive jurisdiction of the courts of England and Wales.

16. Entire Agreement

These Terms, together with our Privacy Policy, Cookie Policy, Safeguarding and Child Protection Policy, BIRS School Fees Policy, BIRS Student Withdrawal Policy, BIRS Refund Policy, BIRS Student Code of Conduct, and any other specific agreements You accept as part of the enrolment process, constitute the entire agreement between You and BIRS regarding our Services.

17. Severability & Waiver

If any provision of these Terms is held to be invalid, the remaining provisions will remain in effect. Failure by BIRS to enforce any right or provision of these Terms will not be considered a waiver of those rights.

18. Contact Information

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

- Email: contact@thebirs.co.uk
- Website: <https://thebirs.co.uk/>
- Registered Address: 7 Bell Yard, London WC2A 2JR, United Kingdom