



British International Remote School (BIRS)

Terms and Conditions

Academic Year 2026–2027

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Policy Owner: The Principal

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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 167–169 Great Portland Street, 5th Floor, London, W1W 5PF. 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 Tuition Fees Policy 2026–2027, 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

BIRS operates primarily on an Annual or Termly Payment Plan structure. Payments for the Annual Payment Plan are accepted via Bank Transfer or our Online Payment Portal. Under the Termly Payment Plan, fees are payable before the beginning of each academic term as detailed in the Tuition Fees Policy. In exceptional circumstances only, BIRS Management may approve a discretionary Monthly Payment Plan for individual families where there is a justified need. Monthly payment plans are not a standard entitlement, require prior approval, are agreed upon individually, and do not establish a precedent for future academic periods.

4.4

Fees are due in accordance with the BIRS Tuition Fees Policy. Failure to pay fees by the required deadline may result in the restriction, suspension, or termination of the Student's access to all BIRS Services and live lessons, as detailed in our Tuition Fees Policy.

4.5

All withdrawals, refund eligibility, and cancellations are strictly governed by the BIRS Student Withdrawal & Refund Policy 2026–2027. Once the academic year or term has commenced, tuition fees are generally non-refundable except within the designated 14-day cooling-off period for the Annual Payment Plan or as evaluated under exceptional circumstances by BIRS Management.

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 academic and behaviour expectations. Students are expected to adhere to the standards of behaviour outlined by the school, 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 conduct expectations.

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, processing, and use of personal and financial data in connection with the Services are handled securely and in accordance with the BIRS Privacy Policy, standard GDPR principles, and UK data protection requirements as outlined in the Admissions Policy.

8. Technology and Technical Support

Parents are responsible for ensuring Students have access to compatible technology (PC recommended), a stable internet connection, and appropriate headsets/microphones. BIRS will provide reasonable technical support for issues directly related to our learning platform VLE but is not responsible for troubleshooting individual hardware, software, or home 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 and Withdrawal

12.1 By You (Withdrawal)

You may withdraw Your Child by submitting a formal written request in accordance with the BIRS Student Withdrawal & Refund Policy 2026–2027. All withdrawal requests must be submitted directly to contact@thebirs.co.uk. Outstanding tuition obligations, notice periods, and refund assessments are governed strictly by the Student Withdrawal & Refund Policy based on your corresponding payment plan.

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, academic integrity, or behaviour expectations.
- Non-payment of tuition fees, following due notice.
- Action necessary for safeguarding and child protection 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 operates under a comprehensive Safeguarding and Child Protection Policy. Parents and students are expected to support and adhere to these standards.

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 Tuition Fees Policy 2026–2027, BIRS Student Withdrawal & Refund Policy 2026–2027, BIRS Admissions Policy 2026–2027, 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: 167–169 Great Portland Street, 5th Floor, London, W1W 5PF

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Operated by eLearnSmart Ltd

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