Instalment Payment Plan Contract

Student Name	
Student ID	
Contact Number	
Programme Name	
Course Fees	

London School of Business & Finance (Malta) offers you the instalment plan shown below. If you anticipate problems paying any instalments you must contact Credit Control immediately on +44 20 35 35 1492 or at creditcontrol@lsbf.org.uk.

Instalment Due Date	Instalment Amount	Total due on the day

Payments can be made by credit card or by calling +44 20 35 35 1492 and asking for the Payments Centre. Bank transfers, which should be made in GBP, can be sent to our bank account below.

PLEASE QUOTE YOUR STUDENT ID [*********] as your reference.

Account Name	**London School of Business & Finance (UK) Limited**
Bank Name	The Royal Bank of Scotland
International Bank Account Number (IBAN)	GB13RBOS16001610095204
Bank Identifier Code (BIC)	RBOSGB2L
Sort Code	16-00-16
Account Number	10095204
Bank Address	Drummond House, Gogarburn, 175 Glasgow Road, Edinburgh, EH12 1HQ

Declaration: I, the undersigned student, confirm the following:

1. I agree to make the above-mentioned payments on the specified instalment due dates.
2. I have read the terms and conditions of this payment plan specified overleaf and I agree to be bound by those terms.
3. I have read the LSBF Malta terms and conditions of business provided in my offer pack, and I confirm my acceptance of those terms.

Signed	
Student's Full Name	
Signed	
Authorised signatory on behalf of LSBF Malta	
Date of this Agreement	

This agreement (the "**Agreement**") is dated today the _____________ 20__.

PARTIES

(1) THE STUDENT'S NAME AND ADDRESS AS SET OUT ON PAGE ONE (the "**Student**"); and

(2) London School of Business & Finance (Malta) Limited (C 88766) of Add Level 2, Hard Rocks Business Parks, Burmarrad Road, Naxxar NXR 6345, Malta ("**LSBF**").

AGREED TERMS

1. Definitions

The following definitions apply in this Agreement:

(a) **Cost**: the cost of the Student Access for the Programme of Study;

(b) **Event of Default**: any event or circumstance listed in clause 7 (*Events of Default*) of this Agreement;

(c) **Holding Fee:** a fee paid by the Student to secure their place on a Programme of Study prior to enrolment and can be conditional upon other criteria;

(d) **Repayment Date**: each of the dates set out in clause 3 (*Repayment*) below; and

(e) **Student Access**: the provision of access to online learning course materials, study campus facilities (where applicable), and face to face learning.

Where any term is not defined in this Agreement, reference is to be made to the definitions section of the Student Terms and Conditions entered into between LSBF and the Student.

2. Purpose of Agreement

The purpose of this Agreement is to allow the Student to undertake a Programme of Study with LSBF and be able to spread the Cost associated with that Programme of Study over a period of time. Upon the Student making the payments as set out in clause 3 (*Repayment*) below, LSBF will provide the Student with Student Access, subject to the terms of this Agreement.

3. Repayment

3.1 The Student will repay to LSBF the Cost of the Programme of Study in full by repaying the amount set out overleaf on the Repayment Date also set out overleaf or, if earlier, following a demand by LSBF at any time after an Event of Default has occurred. For the avoidance of doubt, the Cost of the Programme of Study shall be paid together with all other amounts outstanding under this Agreement.

3.2 The Student may repay to LSBF the Cost of the Programme of Study in full or in part at any time, following notice in writing to LSBF specifying the amount of the repayment.

4. Interest and Charges

LSBF will not make any charge of interest or for the administration cost for this Agreement.

5. Holding Fee

If the Student has paid a Holding Fee to LSBF in order to secure their place, the Student can elect to use the Holding Fee as the first payment specified overleaf.

6. Assignment and transfer

The Student may not assign or transfer any of their rights or obligations under this Agreement.

7. Events of Default

Each of the events set out in this clause is an Event of Default:

7.1 Non-Payment

The Student fails to pay any sum payable by them under this Agreement or the Student Terms and Conditions when due, unless its failure to pay is caused solely either by:

(a) an administrative error or technical problem and payment is made within seven (7) days of its due date; or

(b) an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made for an uninterrupted period of seven (7) days.

7.2 Student Withdrawal

The Student withdraws from the Programme of Study

in accordance with the provisions of the Student Terms and Conditions entered into between LSBF and the Student.

8. Consequence of Event of Default

8.1 Upon an Event of Default occurring, Student Access will be removed and the Student's account will be blocked. If payment of any outstanding amounts is made within four (4) weeks of the payment being due, Student Access will be resumed.

8.2 Failure to make a payment within four (4) weeks of the payment being due, the Student will be excluded from the Programme of Study and access to the facilities at any study centres will not be permitted.

8.3 If a Student is excluded from the Programme of Study, they will not be provided with their results or any award made until all outstanding payments are made and further will not be permitted to continue onto the next level of study.

9. Notices

Any notice or other communication given under this Agreement must be in writing and must be delivered by hand, via email to info@lsbf.edu.mt, or sent by express courier, to the address on page 1 of this Agreement. Any notices or other communication given under this Agreement shall be deemed to have been received: (i) on the day of delivery (if delivered by hand); (ii) on the date of the email (if sent by email); or (iii) within two (2) working days (if sent by express courier).

10. Governing law

This Agreement shall be governed and construed in accordance with Maltese law, saving, where applicable, the provisions of Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), or any other legislative measure which may replace the said Regulation from time to time.

11. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13. Variations

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement.

15. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

16. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

17. Force Majeure

LSBF shall not be liable for any inability to perform where such inability arises from circumstances beyond its reasonable control as set out in clause 14 (*Force Majeure*) of the Student Terms and Conditions entered into between LSBF and the Student.

18. Jurisdiction

Each party irrevocably agrees that the courts of Malta will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation, provided that, if the Student qualifies as a consumer domiciled in a European Union Member State, jurisdiction shall be determined in accordance with the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, or any other legislative measure which may replace the said Regulation from time to time.