

# Sotheby's INSTITUTE OF ART

## Refunds and Compensation Policy

### **Purpose**

This policy provides a clear explanation the circumstances in which a student on a validated programme at Sotheby's Institute of Art - London will receive a refund of some or all of their fees. The Policy also describes the circumstances in which Sotheby's Institute of Art - London would consider payment of compensation to students in the event of there being a significant material change to their programme of study and how any compensation would be calculated.

### **Scope**

This policy applies to all students enrolled on a programme or course with the Institute and validated by the University of Manchester only, from 1st Aug 2018 to 31st July 2019.

### **Policy Statement**

Refunds to student tuition fees will only be made to the original source. Where the tuition fee is paid directly by the student, a refund will be made to the country and the account from which the money was paid to the Institute. Where the tuition fee is paid by the Student Loan Company (SLC), the Institute will make refund to the SLC. Where the tuition fee is paid by an external sponsor, a refund will be made to that sponsor.

Compensation to students will only be considered in circumstances where the Institute has been unable to deliver a programme of study to students, as stated in the prospectus and Student Handbook, or has suffered material interruption to teaching on account of accommodation issues such as having to move teaching premises on a temporary or permanent basis. In either circumstance, the Institute will seek to make arrangements to ensure the student learning experience is maintained.

### **Cancellation by the Student during Cooling-off Period**

Any student, on any validated programme or course has the right to cancel their enrolment in writing within 14 days, starting on the day following the acceptance date entered on the Student Enrolment Form. In such an event, the Institute will refund all fees paid including the deposit paid (except where the programme commences within seven days following the date of acceptance, in which case the student will be deemed to have enrolled and the refund, if any, will be governed by the terms set forth under 'Withdrawal by the student other than during the Cooling-off Period' or 'Refund Policy' in the relevant Terms and Conditions). Cancellation and refund applications should be made in writing, preferably using the 'Cancellation of a Place Form' (see Annex. 1 below), sent to the Admissions Department at [admissionslondon@sothebysinstitute.com](mailto:admissionslondon@sothebysinstitute.com).

### **Master's Degree Programmes - Withdrawal and refunds**

#### **Cancellation of Programme by the Institute**

If the Institute cancels a programme, it will notify students in writing as far in advance as possible and will refund their deposits and any programme and travel fees that they have paid. Other than refunding their deposit and related fees, the Institute accepts no liability for expenses or losses the student or any third party may incur because of a programme's cancellation.

### **Withdrawal by the Student, other than during the Cooling-off Period**

The Institute will refund the student's programme fees, minus the non-refundable deposit fee, provided their notice of withdrawal is received in writing at least six weeks prior to the first day of Orientation of their Programme. The Institute does not normally refund programme fees after this time. If a student withdraws during the period commencing six weeks prior to the first day of Orientation and ending at the end of the fourth week of Semester One, they may apply for a partial discretionary programme fee refund on exceptional grounds, calculated on the basis of the refund schedule set forth below. To apply, the student must write to the Registrar at [v.hill-perkins@sothebysinstitute.com](mailto:v.hill-perkins@sothebysinstitute.com), providing an explanation for their withdrawal and reasons why it should be considered as an exceptional case. The student should include supporting documentation, if any. The Institute, acting reasonably, will consider the grounds of appeal and its decision will be final. If a student defers their enrolment to the next academic year during this period, the Institute will refund their programme fees in full, minus the deposit of £500 and the £500 deferral fee.

After the conclusion of the fourth week of Semester One, the student will be responsible for paying in full the fees for the entire programme.

### **Discretionary refund schedule**

<b>Programme dropped: refunded:</b>	<b>% of paid Semester 1 programme fees</b>
Within the period six weeks before Orientation to the end of the first week of Semester 1	90%
Within second week of Semester 1	80%
Within third week of Semester 1	70%
Within fourth week of Semester 1	60%
After fourth week of Semester 1	No refund

Refunds are payable to the originator and the originator's bank account using the same method of initial payment.

The Institute will refund travel fees based on the cost incurred at the date of withdrawal. For the avoidance of doubt, costs incurred include costs already committed and proved in respect of future trips where the Institute is unable to obtain a refund following the withdrawal.

### **Involuntary Withdrawal**

If a student is asked to leave the programme as a result of failing academic work or disciplinary issues, as outlined in the Student Handbook, the Institute will not refund any fees.

### **Withdrawal due to Visa Issues – Non-UK/Non EU Students**

The student is responsible for ensuring that they have the appropriate visa to enable them to study in the UK. If they are unable to obtain a visa and have supporting documentary evidence to show this, they can apply in writing to the Admissions Committee at [admissionslondon@sothebysinstitute.com](mailto:admissionslondon@sothebysinstitute.com) to be considered for a refund of tuition fees already paid (minus the deposit), unless:

- the student applied for a visa that does not make them eligible to study in the UK on a course of study that leads to a qualification at level 7 of the Regulated

Qualifications Framework (RQF) for a duration of nine months for the Postgraduate Diploma or twelve months for the MA

- the visa was refused due to fraudulent activity on the student's part or if they provided incorrect information.

The Institute will refund travel fees in the situation where tuition fees are being refunded, based on the cost incurred at the date of withdrawal.

### **Semester Courses – Refund Policy**

The student may cancel their place on a Semester Programme, outside the 14 day cooling off period, at any time up to the date that is 28 days prior to the start date of the programme for which they have enrolled. The student will receive a full refund of any programme fees which they have paid, less their deposit, which is non-refundable. The student will not be liable to pay the outstanding fees for that programme.

Between 27 and 14 days prior to the start of their Semester Programmes, students will be liable for 60% of the full fee for their chosen programme. This fee covers the costs of administration, preparation, visits and processing which would have already been incurred by the Institute. Any fees which they have paid in excess of 60% of the full fee for that programme will be refunded.

For cancellations less than 14 days prior to the start date of the programme for which the student has enrolled they will be liable for 100% of the applicable programme fee and there is no automatic right to a refund for fees already paid.

Students are responsible for ensuring that they have the appropriate visa to enable them to study in the UK and/or in foreign study trip destinations. Non-UK/EU students with visas that do not permit them to study full-time in the UK (e.g. tourist visas) will be refused entry to the course. If students are unable to obtain a relevant visa and have documentary evidence to show this, they can apply in writing to the Admissions Committee to be considered for a refund of tuition fees already paid, minus the deposit. Refunds are made payable to the originator and the originator's bank account using the same method of initial payment.

It is the student's responsibility to ensure that the tuition fees are paid by the due date as indicated in the offer letter. The Institute does not normally refund tuition fees other than as set out above. Students who have to withdraw from their programme of study within the first 28 days of the programme may appeal this decision and apply for a partial refund. Any such application must be made by no later than the scheduled end date for that programme. Applications must be made in writing to the Registrar in the first instance, providing an explanation for their withdrawal and reasons why they should be considered as an exceptional case. Documents such as medical certificates to support the appeal must also be submitted. Further guidance on the evidence requirements can be obtained via the Registrar. The Institute will consider the appeal and its decision will be final.

Please note that the deposit fee is **non-refundable or transferable**.

### **Four Week Summer Study – Refund Policy**

The Institute reserves the right to cancel any course in which the number of students enrolled is deemed insufficient. All tuition and course fees paid only for such a course will be refunded. If the student wishes to withdraw up to 6 weeks in advance of a course, outside the 14 day cooling off period, they will be eligible for 100% refund less 15% administration fee (up to £150). Cancellations less than 6 weeks but up to 4 weeks in advance, but outside the 14 day cooling off period will incur a 15% administration fee (up to £150) and the balance of the course fee will be applicable to a Sotheby's Institute of Art – London Public Programmes or Summer Study course within one year. For any cancellations within 4 weeks of the course, but outside

the 14 day cooling off period, no refunds will be made due to the costs of administration, preparation, visits and processing which would have already been incurred by the Institute. Should a participant miss a session, it will not be possible to replace it with a future session on another course.

If a student wishes to defer their enrolment offer to the next academic year they must officially request a deferral by email to the Admissions Office at [applicationslondon@sothebysinstitute.com](mailto:applicationslondon@sothebysinstitute.com).

All tuition and fees paid will then transfer to the next academic year. After this one year, the Institute will no longer hold a place for the student (and they will need to re-apply should they wish to attend the Institute). In such an event, the Institute will retain all funds that have been paid. Please note that the student will have to pay any increase in tuition fees for the year in which they will join the programme.

Failure to complete a course does not constitute official withdrawal, nor does notification to the instructor, nor does lack of attendance, nor does dissatisfaction with a course.

### **Student Bursaries**

Subject to the following terms, the Institute would honour any bursary paid to a student should the student transfer to another institution to complete their programme of study. The bursary would only be honoured should the reason for the transfer to another higher education provider be a result of the Institute closing the course or being no longer able to offer the course due to, for example, closure of the Institute or sudden loss of Tier 4 sponsorship status.

### **Compensation**

The Institute aims to ensure that the student learning experience, as described in the prospectus and student handbooks, is delivered and maintained at all times. In the unlikely event that there may be a disruption to the normal pattern of teaching and learning, the Institute will ensure that no student is disadvantaged and that all teaching and learning is delivered. Where, for example, learning is substantially disrupted by teaching staff absence, the Institute will provide another lecturer or ensuring the lecturer provides extra teaching sessions to catch up from the time period absent. In addition, the Institute's Canvas LMS system may be enhanced to provide additional learning support materials.

In the event that the Institute experiences accommodation issues, the same principle of ensuring delivery of teaching and learning according to the Student Handbook will be adhered to. Where the buildings in which the Institute's premises are located are not available for a period, for example due to structural or health and safety reasons, the Institute will either provide extra teaching sessions to catch up or find suitable temporary alternative accommodation, in the close vicinity, should the building remain unavailable for an extended period.

In the unlikely event that the Institute were to take a decision to move location to different premises, students will be consulted and account taken of any inconveniences likely to be caused. In the first instance, any move would be made at the end of an academic year, so that all students have the opportunity to complete their studies in the current location. If that were not possible and students incurred additional transport or other bona fide costs associated with attending the Institute in new premises, consideration will be given to compensation. The Institute would consider paying additional travel costs for a student affected by a change in

location. For payment to be made the student would need to produce evidence of the additional travel costs incurred. The Institute would endeavour to ensure that any change in premises would not adversely affect its student body.

The Institute would endeavour at all times to ensure that it preserves continuation of study. Where events would not permit the Institute to fulfil the continuation of study, the Institute would consider compensation claims by a student for maintenance costs and lost time. Any compensation in this respect would be based on the student producing objective evidence to demonstrate maintenance costs and lost time.

Where a student has to transfer to another higher education provider to complete their programme of study, the Institute would consider making compensation for tuition and maintenance costs. This would only apply where the Institute was itself unable to continue delivering the course to the student due to, for example, sudden closure of the Institute, immediate loss of validation by the University of Manchester, immediate loss of Tier 4 sponsorship status or other circumstances outside of the control of the Institute. The Institute would at all times endeavour to ensure that the student could continue and complete their programme of study at the Institute.

In the event that the Institute has to make changes to a programme or course, which may come into the categories of teaching disruption described above, it will convene a Compensation Panel to make a decision on whether there is a case for compensation and at what level. The Compensation Panel will be made up of 3 members of the Institute's staff, including the Director or Deputy Director and one student representative.

Any claim for compensation from a student should be made in writing, supported by appropriate evidence to the Institute's Registrar. The Registrar will then convene a Compensation Panel.

### **Complaints**

If a student has a complaint related to this Refunds and Compensation Policy, the Institute's Complaints Procedure should be used. The Complaints Procedure states that all efforts should be made to resolve a complaint informally before resorting to making a formal complaint.

### **Note:**

This document has been drawn up with reference to the Consumer Rights Act 2015 (CRA), the Higher Education and Research Act 2017 (HERA), guidance from the QAA and the Office for Students. Universities UK's briefing document, *Compensation and Refund Policies: Developing Good Practice* (April 2018), was consulted.

## Annex 1 – Cancellation of a Place Form

# Sotheby's INSTITUTE OF ART

### **Cancellation of an Offer of a Place to Study on a Programme or Course**

This form should be completed by a student who has been offered and accepted a place to study on a higher education programme or course offered by Sotheby's Institute of Art - London and now wishes to cancel the offer of a place. This applies to MA / Postgraduate Diploma programmes, Semester Courses and validated Summer Study Courses.

Students who have been offered and accepted a place on a Sotheby's Institute of Art - London programme or course have a statutory 14-day 'cooling off period' from the date of accepting their offer, to cancel the place. Students thinking of cancelling their place on a programme or course should read the SIAL Refunds and Compensation Policy and the Terms and Conditions.

Please complete all parts of this form and submit it to the Admissions Team (this can be done electronically via: [admissionslondon@sothebysinstitute.com](mailto:admissionslondon@sothebysinstitute.com)) or by handing a signed hard copy to a member of staff at Reception at the Institute.

Name:

Title of programme / course you have accepted and offer of place:

Start date for this programme / course:

*Please briefly state your reason(s) for cancelling the place on the programme or course, which you were offered at Sotheby's Institute of Art - London and initially accepted.*

*If you attended orientation and started studies on the programme or course please state, any reasons about the programme that have led to you cancelling your offer of a place.*

Signature:

Date: