### Sotheby's institute of art

## Terms and Conditions London 4 Week Summer Study Courses, 2019

#### **Terms and Conditions of Enrolment**

Enrolment is complete only when Sotheby's Institute of Art - London has received the required course fee within the specified deadline. Payment of the fee is regarded as acceptance of the Institute's Terms and Conditions of Enrolment in their entirety. The Institute reserves the right to ask a student to withdraw from a course at any time should any part of the fee remain unpaid.

#### **Course and Travel Fees**

Course fees cover all lectures, seminars, practical sessions and out-of-London study trips.

**All other accommodation costs and personal expenses** are not included in the fee and are the responsibility of the student.

#### **Payment Methods for Course and Travel Fees**

Payment should be made via our approved payment provider Flywire, or, for deposit and deferral payments only, via credit / debit card through our welcome site (a 2% admin fee will be added to credit card payments).

Further details about the methods of payment are included on the last page of this document.

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

You have the right to cancel 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 Course 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 'Refund Policy' in the Terms and Conditions). Cancellation and refund applications should be made in writing, preferably using the 'Cancelation of a Place Form', attached, below, as Annex. 1, sent to the Admissions Department at admissionslondon@sothebysinstitute.com.

#### Cancellation of course by the Institute

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

#### Withdrawal by You other than during the Cooling Off Period

You may cancel your place on a Summer Study course at any time up to 6 weeks in advance of a course, outside the 14 day cooling off period, you 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

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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 Public Courses 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 is not possible to replace it with a future session on another course.

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

Students from outside the European Community are responsible for ensuring that they have the appropriate visa to enable them to study in the UK. Students with visas that do not permit them to study will be refused entry to the course. If students are unable to obtain a Short Term Study 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. Refunds are made payable to the originator and the originator's bank account using the same method of initial payment.

#### **Deferral of Enrolment**

If you wish to defer your enrolment offer to the next academic year you must officially request a deferral by email to the Admissions Office at <a href="mailto:applicationslondon@sothebysinstitute.com">applicationslondon@sothebysinstitute.com</a>. 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 you (and you will need to re-apply should you wish to attend the Institute). In such event, the Institute will retain all funds that you paid. Please note that you will have to pay any increase in tuition fees for the year in which you will join the Course.

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.

#### **The Courses**

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 some circumstances the Institute may have to vary the method of delivery of your Course, and in some cases, the syllabus may be altered or updated. In the unlikely event that the Institute discontinues your Course or changes it significantly, whether before you start your Course or once you have begun, we will tell you at the earliest possible opportunity. If this happens before you start your course, you may wish to withdraw your application; if you do so, the Institute will provide you with support and guidance in finding an alternative Course either at the Institute or at another UK university.

Subject always to the previous paragraph, the Institute will make all reasonable efforts to deliver your Course as described in the institute's prospectus. There may be occasions where due to unforeseen or unavoidable circumstances it becomes necessary to make significant changes to a course or to withdraw it

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or part of it, e.g. a particular unit. Such action could become necessary if for example the following were to occur:

- a member of staff leaves the Institute and we are unable to find a suitable replacement (e.g. with the requisite academic knowledge/experience);
- a professional body or regulator/accreditor requires changes to be made to a course or withdraws their accreditation of a course;
- changes have to be made to reflect legislative changes/requirements;
- changes have to be made to reflect changes in standards set by relevant regulators and/or in keeping with best practice or developments related to the particular discipline/subject area;
- student feedback clearly indicates that immediate changes be made to a course or unit; or
- an unanticipated external event or issue with the buildings results in disruption to delivery
- unexpected low recruitment to a Course/course means it is simply no longer viable or practical to run it.

In the event that the Institute has to make such material changes to a Course, as described above, it will make students aware of these changes as early as possible and highlight if the Institute's Refunds and Compensation Policy applies. You can find this policy at: <a href="https://www.sothebysinstitute.com/wp-content/uploads/2018/06/SIAL-Refunds-and-Compensation-Policy-June-11-2018.pdf">https://www.sothebysinstitute.com/wp-content/uploads/2018/06/SIAL-Refunds-and-Compensation-Policy-June-11-2018.pdf</a>

#### Requirements for completion of four-week courses

- Students who are taking a course for credit from the University of Manchester are expected
  to complete assignments and must achieve a mark of at least 40% in order to pass the course
  and receive a transcript and certificate.
- It will not be possible for students that elect to take the course for credit to change to auditor status once the course has begun.
- Students who take the course as an auditor are required to have an attendance record of at least 80% in order to receive an auditor's certificate.

#### **Student Conduct**

Acceptance of this offer of admission presumes an agreement to abide by the policies and procedures of the Institute. You can find these policies at: <a href="https://www.sothebysinstitute.com/campus/student-policies/">https://www.sothebysinstitute.com/campus/student-policies/</a>. In particular, please note the following:

- Unless otherwise stated, attendance at all classes/visits on a given course is mandatory except in exceptional circumstances
- The Institute reserves the right to bar students arriving late from classes and visits
- The use of mobile phones or other handheld devices in class is strictly prohibited
- The Institute requires its students to behave professionally and courteously to Institute staff, faculty and fellow students at all times.

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### Annex 1 – Cancelation 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 / Post-Graduate Diploma programmes, Semester Courses and 4 week 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 ) 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:

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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 concerns about the programme that have led to you cancelling your offer of a place.	
Signature:	
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Date:	