

## **Terms and Conditions of Enrolment - London Online Accredited Courses Fall 2020**

Enrolment is complete only when Sotheby's Institute of Art - London (the "Institute") has received by the deadline indicated in your offer letter (1) your Student Enrolment Form, signed and submitted online via the Welcome Site, which indicates acceptance of these Terms and Conditions of Enrolment in their entirety, and (2) payment of the required programme fee. The Institute reserves the right to require you to withdraw from a programme at any time should you fail to pay any part of your fees.

### **Programme Fees**

Fees cover all lectures, seminars and teaching activity.

### **Payment Methods for Programme**

Payment should be made via our approved payment provider Flywire. Further details about the methods of payment are included on the last page of this document.

## **CANCELLATION AND WITHDRAWAL**

### **Cancellation by You 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 event, the Institute will refund your fees paid (except where the programme commences within seven days following the date of acceptance, in which case you will be deemed to have enrolled and your refund, if any, will be governed by the terms set forth under "Withdrawal by You other than during the Cooling-off Period"). Cancellation may be made in writing sent to the Admissions Department at [admissionslondon@sothebysinstitute.com](mailto:admissionslondon@sothebysinstitute.com).

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

If the Institute cancels your programme, it will notify you in writing as far in advance as possible and refund your any programme 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 programme's cancellation.

### **Withdrawal by You Other Than During the Cooling-Off Period**

The Institute will refund your programme fees in full, if your notice of withdrawal is received in writing at least **one week** prior to the first day of your Programme. The Institute does not normally refund programme fees after this time. If you withdraw during the period commencing one week prior to the first day of your Programme, but outside the 14 day cooling off period, and ending at the end of the fourth week, you 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, you must write to London Admissions at [admissionslondon@sothebysinstitute.com](mailto:admissionslondon@sothebysinstitute.com), providing an explanation for your withdrawal and reasons why yours should be considered an exceptional case. You should include supporting documentation, if any. The Institute will consider the appeal and its decision will be final.

After the conclusion of the fourth week, you will be responsible for paying in full the fees for the entire programme. If you choose to withdraw during the programme after the fourth week, you will not be entitled to any refund.

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

### **Involuntary Withdrawal**

If you are asked to leave the programme as a result of failing academic work, disciplinary issues, non-payment of fees or non-attendance, as outlined in the student handbook, the Institute will not refund any fees to you.

### **The Programmes**

The Institute aims to ensure that the student learning experience, as described on the website 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 programme, and in some cases, the syllabus may be altered or updated. In the unlikely event that the Institute discontinues your programme or changes it significantly, whether before you start your programme 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 programme either at the Institute or at another UK university.

All courses are conducted in English. SIA's online courses are intensive, and involve preparatory reading or other assignments, and participation in discussion forums; therefore, students must have an IELTS score of minimum 6.0 or equivalent.

### **Access & Technology**

It is the student's responsibility to obtain and maintain the proper hardware and software required to participate in SIA Online Accredited Courses. This responsibility includes access to a reliable internet connection that is capable of streaming, watching and listening to live video content. Zoom Webinar, the video-streaming software used by SIA is browser-based. Responsibility rests with the student to check that they are using the most up-to-date version of their internet browser.

When accessing the lecture or any other SIA content or channel, you are responsible for compliance with the laws of your jurisdiction. Although every security measure has been put in place to ensure a safe and stable connection, SIA cannot be held responsible for any third-party interference or sabotage to our online content, or data loss as a result.

SIA will make every reasonable effort to make our material accessible to all students. Where a student has additional needs in order to access the lectures (e.g. closed captions or subtitles), they are requested to contact Sotheby's Institute of Art in advance of registering to ascertain whether their specific requirements can be accommodated.

### **Events Outside of Our Control**

We shall not be liable to you for events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to: strikes; other industrial action; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; epidemic or pandemic disease; or failure of public utilities or transport systems.

Should any such circumstances arise, we reserve the right to change or cancel parts, or all, of the Course. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

Subject always to the previous paragraph, the Institute will make all reasonable efforts to deliver your programme as described on the Institute's website. 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 or part of it, e.g. a particular unit/elective. Such action could become necessary if for example the following were to occur:

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements and sector regulation
- as required by law, government policy, regulatory requirements or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Home Office, Office for Students and/or any other funding or regulatory body;
- 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;
- to deal with unavoidable changes in our academic and support staff;
- to reflect material developments in academic teaching, research and /or professional standards or requirements to ensure our course/programme content is up to date and relevant;
- student feedback, External Examiners feedback or Programme Review clearly indicates that immediate changes be made to a course or unit;
- an unanticipated external event or issue with the buildings results in disruption to delivery
- unexpected low recruitment to a programme/course or unit/elective means it is simply no longer viable or practical to run it.
- Withdrawal of relevant accreditation
- Any other valid reason

In the event that the Institute has to make such material changes to a programme, 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: <https://www.sothebysinstitute.com/wp-content/uploads/2020/06/SIAL-Refunds-and-Compensation-Policy-2020-21.pdf>

### **Students with Disabilities**

Sotheby's Institute of Art London welcomes applications from students with disabilities and learning difficulties and undertakes to make reasonable adjustments in order to accommodate them.

### **Student Handbook and Conduct**

Students will be expected to follow guidelines and procedures outlined in the Student Handbook and the [Terms of Use](#) for the learning management system. Sotheby's Institute of Art reserves the right to remove any student from the course who does not respect these guidelines and/or fellow students, faculty and/or staff.

Submission of the registration form along with full tuition payment constitutes acknowledgement and acceptance of the terms and conditions outlined herein.

### **Payment Details**

Payment of tuition should be made via our approved payment provider *Flywire*.

On your first visit to the Flywire site you will be asked to create an account. Depending on where you are making your payment from, you will be presented with a variety of ways to pay, which will usually be expressed in terms of your local currency. In most cases this will include the option to make a domestic bank transfer or pay by credit / debit card.

### **Please Note the Following**

**You must ensure that you complete the student information details in full, including your student ID, course name and your email address in order for us to be able to identify your payment.**

**You should also contact the Finance department to inform them that your payment has been initiated – [finance@sothebysinstitute.com](mailto:finance@sothebysinstitute.com).**

### **Personal Data**

Prospective students should familiarise themselves with Sotheby's Institute's Privacy Policy which outlines how and why personal data is collected, stored, processed and shared. You can find this policy at: <https://www.sothebysinstitute.com/privacy-policy/>

**Intellectual Property**

As a statement of general principle Sotheby's Institute of Art - London recognises the student is the owner of any intellectual property rights they produce while a registered student of the Institute. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances