

## Terms and Conditions of Enrolment - London Master's Degree Programme and Postgraduate Diploma (2020-2021)

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, (2) your Deposit of £1,000, and (3) 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 and Travel Fees

**Master's Degree Programme duration: September 2020 - September 2021 OR January 2021 –December 2021**

**Postgraduate Diploma duration: September 2020 – June 2021 OR January 2021 – August 2021**

**Programme Fees** cover all lectures, seminars, teaching activity and practical sessions. The cost of housing, meals and all other personal expenses are your responsibility.

We plan to resume in-person field study trips in Spring 2021, if circumstances permit, when we anticipate travel restrictions will be lifted. **Travel Fees** cover all required study trips, including air and ground transport and lodging (accommodation consists of a shared twin room in a three or four star hotel). All other costs and expenses for meals, or changes in accommodations, are your responsibility. **Travel fees are mandatory when travel is permissible.**

*Please note that foreign visits may require separate visas. It is the individual student's responsibility to ascertain whether a visa is necessary and to make sure the correct visa is obtained well in advance of study trips. Programme Coordinators can provide supporting letters if necessary.*

### Payment Methods for Programme 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.

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 including the deposit 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 preferably using the 'Cancellation of a Place Form', attached, below, as Annex. 1, 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 deposit and any programme 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 programme's cancellation.

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

The Institute will refund your programme fees in full, minus the non-refundable deposit fee, if your notice of withdrawal is received in writing at least six weeks 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 six weeks 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 of Semester One, 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. If you defer your enrolment to the next academic year during this period, the Institute will refund your programme fees in full, minus the deposit of £1,000.

After the conclusion of the fourth week of Semester One, 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 of Semester One, you will not be entitled to any refund.

## Discretionary refund schedule

<b><u>Programme dropped:</u></b>	<b><u>% of paid Semester 1 programme fees refunded:</u></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 in respect of future trips where the Institute is unable to obtain a refund following the withdrawal.

## **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. This includes MA-registered students who fail to progress to the MA dissertation.

## **Withdrawal due to Visa Issues – Non UK Students**

You are responsible for ensuring that you have the appropriate visa to enable you to study in the UK. If you are unable to obtain a visa and have supporting documentary evidence to show this, you 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) as per the section entitled “Withdrawal by you other than during the cooling off period”, unless:

- You applied for a visa that does not make you 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 your part or if you provided incorrect information.

## **Deferral of Enrolment**

If you wish to defer your enrolment offer to the next academic year you must officially request a deferral by completing the Student Deferral Form available from the Admissions Office. You must return the completed form and the deposit to the Admissions Department to hold a place on the programme. You will need to pay a further deposit by the end of April in the following year, to confirm your intention to take up your deferred place. The deposit will be deducted from the balance of tuition fees for the year in which you enrol, so long as you enrol within one year of your initial acceptance date. Deferral of conditional offers is not permitted.

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 programme.

## **Transfers between Programmes**

Because of UK visa regulations, students on a Tier 4 (General) Student Visa who wish to transfer to another MA or Postgraduate Diploma at the London campus may request this only before they have initiated their visa application. They should contact Admissions in the first instance. After this they will be unable to switch programmes. Other students who wish to transfer to another MA or Postgraduate Diploma at the London campus may request this up to the end of the second week of the programme. In order for any such transfer to be considered, students should submit a formal request to the relevant Programme Director providing a rationale for the transfer. No transfer will be final without the agreement of the Programme Directors of each programme. Students will be liable for any travel fees already incurred in relation to the original course for which they have enrolled as well as the travel fees for their new programme.

## **Transfers between Campuses**

Students who have received an offer to enrol at the London campus are not guaranteed a place at the New York campus. If you would like to request a transfer you may do so by contacting the Admissions Department at [admissionslondon@sothebysinstitute.com](mailto:admissionslondon@sothebysinstitute.com) before classes begin. If space is available in the chosen programme, and there is sufficient time for visa applications and/or other necessary formalities, the Programme Director will review

your application and credentials to determine whether you may transfer. In most cases you will be contacted for a phone interview before a final decision is confirmed. In most cases the deposit fee is transferable but a difference due to changes in interest and exchange rates at the time of the transfer may be charged to the student. Students transferring to New York are liable to pay the tuition fees relating to the New York campus. Please note that London degrees are awarded by the University of Manchester and degrees at the New York campus are conferred by the Board of Regents of the State of New York.

## **Third Semester Option in New York**

The Third Semester Study option in New York allows for an additional full semester of coursework in a second area of study and the completion of a capstone project that is practice-based, in place of a dissertation. Students may choose from among the following MA curricula: Fine and Decorative Art and Design, Art Business, or Contemporary Art.

The Third Semester Study option requires a total of 3 full-time semesters with some time off during the summer between the second and third semesters. The degree conferred at the end of the Third Semester Study Option is granted by SIA-NY and the Board of Regents of the State of New York; students completing this program will not receive their MA from the University of Manchester. The title of the MA awarded will reflect the program on which the student is registered at SIAL. Students will be expected to undertake a third semester on a different program from the one on which they were originally registered. Candidates for the Third Semester must be in good academic standing at the completion of their first year MA coursework. Good academic standing is defined as having a grade point average of at least 3.0 (within the Merit 60-69% banding, or higher) with no failures or incomplete grades. Students are liable to pay tuition and travel fees consistent with the campus and program they enroll in, and will be subject to the regulations of Sotheby's Institute in New York during that semester.

## **The Programmes**

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 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.

## **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 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 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>

## **Online programme delivery**

Where programmes are made available to you through the internet, you acknowledge that you have access to the relevant IT equipment, internet speed and capacity to participate in the delivery of the programmes. Additionally, given the nature of the internet, the Institute cannot guarantee that access to the Programme will be uninterrupted or error free. You also acknowledge and accept that the Institute cannot guarantee that materials and other information downloadable or printable from the Programme can be downloaded or printed within any specified time period.

## **Face to face teaching from January 2021**

In the event that face to face teaching from January 2021 needs to be modified, reduced, or cancelled, due to health and safety concerns and government or other regulatory guidance and/or requirements, the Institute reserves the right to prioritize the continuity of teaching using remote online methods, with the aim of both ensuring that student learning outcomes continue to be met and the facilitation of timely completion of degree programmes. If this takes place, the Institute shall not be liable to students for refunds or compensation where it has delivered its obligations to students in alternative ways in such circumstances.

## 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.

## International Students

Sotheby's Institute of Art London is a UK Visas and Immigration (UKVI) approved sponsor of International Students. As such, the Institute is obliged to operate within the requirements of the relevant Immigration legislation and formal regulations for Sponsors. These include:

- ensuring that a record of passport and visa documentation is held for each international student;
- ensuring that contact details are maintained and up to date for every student;
- ensuring that students are meeting the attendance criteria for their Programme of study; and
- reporting any non-compliance to the UKVI within their mandatory timescales.

If you are an international student who requires formal student visa entry clearance from the UK authorities to enter or remain in the UK for the purpose of undertaking study, there are obligations you must meet as a student at this Institute, described in the following sections.

When you arrive at the Institute to start your Programme of study:

- You will be invited to attend a face to face session which you must attend bringing with you your passport and your visa documentation for inspection. Only original documents will be accepted. The Institute is required to take and retain a copy of those documents for its records.
- You will not be able to fully enrol onto your Programme of study until you have satisfied this requirement.
- If you do not have your full documentation you must still attend the face to face session and provide evidence of your progress with the visa process.
- Failure to produce the required documentation within 4 weeks after the Programme start date may lead to the Cooling Off of your place at the Institute and your non-compliance being reported to the UKVI.

During your Programme of study:

- You must enrol at the start of the academic year and make suitable arrangements to pay any fees due, in accordance with the **Tuition Fee payment schedule**.
- You must inform the Institute of any changes to your personal and/or academic circumstances which might have an impact on your visa status, including any part-time employment during term time.

- Any change of your address, visa status or passport details must be reported promptly by you to the Institute by emailing [admissionslondon@sia.edu](mailto:admissionslondon@sia.edu)
- You are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Programme and that you apply for any necessary extension/renewal in good time.
- You will be expected to meet all the attendance and submission dates relevant to your Programme of study.
- Failure to comply with these requirements may lead to your suspension from the Institute and ultimately the cancellation of your place on a Programme at the Institute with your non-compliance being reported to the UKVI.

## **Brexit Statement**

For students intending to study in the UK in 2020-21

## **Immigration**

EU, non-EU EEA nationals and Swiss citizens and their eligible family members can still come to the UK (without requiring a visa) until the end of the transitional/ implementation period which is 31 December 2020. They can apply for immigration permission in the UK under a scheme designed by the UK government known as the EU Settlement Scheme. They will need to do this if they wish to remain in the UK after the end of the transitional / implementation period, or otherwise apply under another category of the immigration Rules. Those arriving from 1 January 2021 will need to apply for immigration permission to come to the UK under a category of the immigration Rules which are in place at that time.

## **Re-submission Fees**

Where students are advised following the MA exam board to re-submit their dissertation, a £500 resubmission fee will be charged which covers extended access to SIA-London resources and other costs incurred for extending the student's registration at the Institute, and with the University of Manchester. This fee will be charged regardless of whether the student spends this additional time in London. Students who require a Tier 4 visa extension as a result of re-submitting a dissertation will be charged a further £100 administration fee. The cost of the visa extension will be at the student's own expense. Usually any applications for Tier 4 visa extensions have to be made from the student's home country.

## **Student Handbook and Conduct**

Acceptance of your offer of admission presumes an agreement to abide by the policies and follow the required procedures outlined in the Institute's Postgraduate Student Handbook and outlined on the Institute's website. You can find these policies at: <https://www.sothebysinstitute.com/campus/student-policies/>. Access to the Handbook will be made available via Canvas Learning Management System and all students will be required to acknowledge that they have reviewed its contents and agree to compliance during orientation.

**Note: It is essential that you keep our offer letter and the letter acknowledging receipt of the fee as these are useful for official purposes. If you are not a British citizen or have permanent leave to remain, these documents may be required for your UK visa application.**



## **Payment Details:**

Payment of tuition and travel fees should be made via our approved payment provider **Flywire**. Our Finance department will send you detailed instructions.

On your first visit to the Flywire site you will be asked to create an account which can be used to make all subsequent payments to the Institute. 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.

## **Payment Schedule:**

### **Fall start 2020**

**Deposit:** 1/05/2020  
**Semester 1:** 21 days from receipt of the offer letter  
**Semester 2:** 30/11/2020  
**Semester 3:** 30/04/2021

### **Spring start 2021**

**Deposit:** 1/05/2020  
**Semester 1:** 30/11/2020  
**Semester 2:** 30/04/2021  
**Semester 3:** 31/07/2021

## **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).**

## **By Credit / Debit Card:**

Follow the steps on the secure online enrolment form on the Welcome Site to make the deposit payment by credit or debit card (deposit and deferral payments only). Please note that we do not accept American Express cards via the Welcome Site.

## **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



## 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 / Post-Graduate Diploma programmes, Semester Courses and 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:

**Version Update: 12/06/2020.**