

## **Sotheby's Institute of Art Summer Program London Terms and Conditions**

This document sets out the terms and conditions between Sotheby's Institute of Art – London (the "Institute") and students on our Summer Program. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents, as these terms and conditions, together with other applicable policies and procedures of the Institute, will become binding on you and us when a contract is formed between us.

These terms and conditions govern the relationship between you and the Institute. By accepting the Institute's offer of a place on the Summer Program, you accept these terms and conditions in full, which, along with your offer and the applicable rules, regulations, policies and procedures of the Institute, form the contract between you and us.

These terms and conditions will become binding on you and us when you accept the Institute's offer of a place by submitting a completed Acceptance Form, and any conditions set out in your offer have been met to our satisfaction. At this point a legal contract is formed between you and the Institute on the basis of the terms and conditions set out in your offer letter, and the terms and conditions set out in this document.

### **ELIGIBILITY**

All applicants must be at least 18 years old by beginning of the program and currently enrolled in, or considering enrolling in, an undergraduate university program. Prospective applicants who are enrolled in an undergraduate university program at the time of application but will have successfully completed their undergraduate studies by the start date of their desired program, can contact [studyabroad@sia.edu](mailto:studyabroad@sia.edu) to inquire about their eligibility.

### **ENROLMENT & PROGRAM FEES**

You will not be able to start your studies at the Institute until we have received by an agreed deadline:

- (1) your Acceptance and Deposit Form, signed and submitted
- (2) your non-refundable deposit
- (3) the full Program Fees
- (4) presentation in person of your passport and valid visa documentation where required

Should you fail to pay any part of your fees after receipt of a final notice from us, the Institute reserves the right to withdraw our offer.

Full payment of the Program Fees must be made prior to the start date of the Program. The due dates for payment of fees mean that the Fees are received by us in full in cleared funds by such date. If payment is not received by the full fees due date, you have no right to participate in the Program.

Payment should be made via our approved payment provider. Our Finance Department will send you (and your sponsor, as applicable) detailed instructions.

### **Program Fees**

Program Fees include Course Fees and, for those choosing the accommodation option, Accommodation fees.

- Course Fees cover all activities within the curriculum, to include lectures, seminars, practical sessions, and UK study trips in and around London. Please note that optional activities with additional costs may be offered outside the curriculum.
- Accommodation Fees cover the cost of housing for the duration of the program. Accommodation in London consists of a single room in private student accommodation within Zones 1-4 in London.

The cost of meals and all other personal expenses are the student's responsibility.

Course Fees are reviewed annually; however, fees will not be amended from those advertised after you have been accepted on the program. Course fees are mandatory, as are Accommodation fees if choosing the accommodation option. In the event that the accommodation plans have to be amended in-year, the Accommodation Fees may vary dependent on the alternative arrangements available.

Unless indicated otherwise, Program Fees do not include any other services, including but not limited to, purchase of incidentals, health insurance or services, or other costs that might arise prior to or during the Program. Any additional charges incurred by the Institute on behalf of a student will be passed onto the student, who will be liable to reimburse the full amount incurred by the Institute, e.g. lost key cards.

All payments of Fees must be made in pounds sterling and are inclusive of VAT and other taxes where applicable. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

## **CANCELLATION & WITHDRAWAL**

### **Cancellation by You During the Cooling-Off Period**

You have the right to cancel your contract with us for any reason in writing and within 14 days starting on the day after the date we emailed you to confirm your place on the program ("Cooling-Off Period") and at least 14 days prior to the program start date.

To exercise the right to cancel, you must inform us before the end of the Cooling-Off Period at [studyabroad@sia.edu](mailto:studyabroad@sia.edu) of your decision to cancel this contract by way of a clear statement. Where the Cooling-Off Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cooling-Off Period will be extended so that it ends on our next working day.

The Institute will refund any fees paid without undue delay and in any event not later than 14 days after the date on which you inform us you are cancelling this contract. The Institute will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise; in any event, you will not incur any fees as a result of the refund.

### **Withdrawal from Summer Program accommodation by you**

If you opt into the Summer Program accommodation and wish to cancel the Institute's provided accommodation after the cooling off period, you are liable for all costs paid for accommodation, and you are not eligible for a refund on accommodation fees.

### **Cancellation of Program by the Institute**

If the Institute cancels your program, it will notify you in writing as far in advance as possible and at least 7 days before the program start date. If a program that you are registered with is cancelled or postponed then the Institute may offer you the choice of a place on an alternative program at no additional cost in fees payable. The alternative program will be as close in time to the cancelled program as we are able to provide. You will be required to nominate your alternative choice of program within 7 days of having been notified of the change. If an alternative program is unavailable or you do not wish to accept the offer of an alternative program then the Institute will provide a full refund of your deposit and any course and accommodation 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 program's cancellation.

#### **Withdrawal by You (Other than During the Cooling-Off Period)**

If you wish to cancel your registration to a program after the Cooling-Off Period has expired, the Institute is not obliged to offer you an alternative program, but may do so at its discretion (exercised in accordance with our obligations under the Equality Act 2010) and we may specify the terms of any such offer; for example, if there is a deadline for your response or if the fees for the alternative course are different. If no such alternative offer is made or if you decide to reject such alternative offer, the Institute will refund your Program Fees in full, minus the non-refundable deposit, if your notice of withdrawal is received in writing at least eight weeks prior to the first day of your Program. The Institute does not normally refund Program Fees after this time.

If you withdraw during the period commencing eight weeks prior to the first day of your Program, but outside the 14 day Cooling-Off Period, you may apply for a partial discretionary Program Fee refund on exceptional grounds, calculated on the basis of the discretionary refund schedule set forth below. To apply, you must write to Admissions at [studyabroad@sia.edu](mailto:studyabroad@sia.edu) providing an explanation for your withdrawal and reasons why yours should be considered an exceptional case. You should include supporting documentation, if any, and the submission of a refund request does not guarantee it will be successful. The Institute will consider the appeal and its decision will be final.

The Institute reserves the right to provide you with a refund of Program Fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund Program Fees under such circumstances is at the Institute's full discretion.

The Institute will make any refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise.

No refunds will be given for early departures from a program, once it is underway, whether voluntary or otherwise.

#### **Discretionary Refund Schedule**

The Institute will refund Accommodation 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 accommodation where the Institute is unable to obtain a refund following the withdrawal.

<b>Receipt of Written Notification of Withdrawal</b>	<b>Paid Program Fees Refunded Less Non-Refundable Deposit</b>
More than eight weeks prior to program start date	100%
Within the period between eight and two weeks prior to program start date	60%
Within two weeks prior to program start date	No refund

#### **Involuntary Withdrawal**

If you are asked to leave the program as a result of disciplinary issues, non-payment of fees or non-attendance, the Institute will not refund any fees to you.

#### **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 and/or foreign study trip destinations. The rejection of a visa application by the British authorities does not affect the application of these terms and conditions. The Institute recommends that all applicants check with the British Embassy or British High Commission regarding their visa requirements before applying. If you are unable to obtain a visa and have supporting documentary evidence to show this, you can apply in writing to Admissions at [studyabroad@sia.edu](mailto:studyabroad@sia.edu) to be considered for a refund of Program 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.
- The visa was refused due to fraudulent activity on your part or if you provided incorrect information.

### **THE PROGRAMS**

The Institute aims to ensure that the student learning experience as advertised is delivered and maintained at all times. In some circumstances the Institute may have to vary the method of delivery of your program, and in some cases, the syllabus may be altered or updated. In the unlikely event that the Institute discontinues your program or changes it significantly, whether before you start your program 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 refund your deposit and any program fees that you have paid.

### **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:

- severe weather, fire, flood, storm, tempest, explosion, earthquake, subsidence, or other natural disaster;
- civil commotion, riot, invasion;
- an actual, suspected or threatened act of terrorism;
- war (whether declared or not) or threat or preparation for war;
- pandemic, epidemic or local health emergency necessitating measures to reduce the risk of illness;
- restrictions imposed by government or public authorities
- national emergencies;
- failure of public utilities or transport systems
- failure of public or private telecommunications networks;

Should any such circumstances arise, we reserve the right to change or cancel parts, or all, of the program. 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 program as described on our 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 pathway. 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 and/or any other funding or regulatory body;
- to deal with unavoidable changes in our academic and support staff;
- student feedback, a program review, or external sources of feedback clearly indicate that immediate changes be made to the course;
- an unanticipated external event or issue with the buildings results in disruption to delivery;
- unexpected low recruitment to a program/course means it is simply no longer viable or practical to run it;

In the event that the Institute has to make significant changes to a program, it will make students aware of these changes as early as possible. If you are significantly and adversely affected by these changes and no longer wish to enrol in the Program as a result of these changes, then you may apply for a refund of fees that you have paid, which may be granted at the Institute's discretion. The Institute accepts no liability for expenses or losses you or any third party may incur because of program cancellation.

### **ONLINE PROGRAM DELIVERY**

Where programs or parts of programs 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

programs. Additionally, given the nature of the internet, the Institute cannot guarantee that access to the Program 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 Program can be downloaded or printed within any specified time period.

#### **FACE-TO-FACE INSTRUCTION**

In the event that face-to-face teaching 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 ensuring that student learning outcomes continue to be met. 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**

The Institute is committed to having an inclusive environment that facilitates disclosure of disability and gives all students the opportunity to realise their full potential, and undertakes to make reasonable adjustments in order to accommodate them.

The Institute welcomes applications from students with disabilities and learning difficulties. Should you have any particular requirements as a consequence of any disability, you should notify us in writing at least 45 days prior to the program start date so that any reasonable adjustments can be considered and, if appropriate, made. We reserve the right to request medical evidence of a medical complaint or disability giving rise to the requirements. All discussions and information regarding a disability or specific learning difficulty are treated in a confidential manner and in accordance with the student privacy notice.

For more information about campus accessibility, please see our website [here](#).

#### **INTERNATIONAL STUDENTS**

You are responsible for obtaining the required visa that enables your participation in the Program and the rejection of a visa application by the British authorities does not affect the application of these terms and conditions. We recommend that all applicants check with the British Embassy or British High Commission regarding their visa requirements before applying.

In no circumstances will we issue documentation to support a visa application before receiving payment in full in cleared funds of the Program fees from you. Visa supporting letters are issued only to the participant and in our standard format.

The cancellation and refund provisions above (entitled “Cancellation by You (Other than During the Cooling-Off Period)”) shall apply irrespective of whether cancellation is due to a failure to satisfy visa requirements in good time before the course start date or other similar reason, such as failure to apply for a visa in appropriate time or delay with the visa process.

#### **PROGRAM LANGUAGE**

Unless otherwise indicated, all Programs are taught in English. If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. You may be asked to submit documentation with your application, demonstrating English proficiency (a minimum IELTS score of 6.0 or TOEFL score of 78 IBT). The Institute does not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

#### **STUDENT HANDBOOK & CONDUCT**

Acceptance of your offer of admission presumes an agreement to abide by the policies and follow the required procedures outlined in the Summer Program Student Handbook. You will receive the Handbook together with your offer letter and other documentation.

If you fail to follow the Institute's Student Code of Conduct or policies as outlined in the handbook, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the Institute's employees or contractors, or bring the Institute into disrepute through your actions, we reserve the right to remove you from the Program or exclude you from the Institute's premises and/or, where appropriate, any accommodation provided to you by us. In such cases, the Fees will not be refunded.

### **ACCOMMODATION**

Sotheby's Institute of Art has secured a limited number of housing accommodations for students participating in the Summer Program in London (for an Accommodation fee). This accommodation is provided on a first come, first served basis. Program participants are only secured an accommodation spot upon submitting full payment for the accommodation fee, billed at the time of program acceptance.

The accommodation fee is non-refundable even should you decide to opt out of accommodation after the cooling off period.

If you opt into Summer Program accommodation, the Institute shall provide accommodation to you for the duration of the program, and you agree to abide by and comply with any and all rules and regulations of that residence. You must observe all rules and regulations regarding health and safety and security and do nothing to compromise your own or other residents' safety and security. You should also behave courteously to other residents, staff, and visitors at the accommodation. Please note that it is a requirement of the accommodation to leave the room in a clean and tidy state. If you do not comply with these requirements, you may be asked to leave the accommodation and the Institute shall have no further obligation to provide you with such accommodation or reimburse costs.

If you opt into the Summer Program accommodation provision and wish to cancel the Institute's provided accommodation at a later date, you are liable for all costs paid for accommodation, and not eligible for a refund on accommodation fees.

The Institute does not accept any responsibility or liability in respect of any damage to or loss caused by you in breach of the relevant policies to the Institute's premises, the overnight accommodation, or other third-party premises or goods during the Program.

If you do not opt into the Summer Program accommodation at the point of offer, and do not secure the housing by completing full payment of accommodation fees, the Institute has no obligation to provide your accommodation for the duration of your program. If you wish to request housing provided by the Institute after you complete your application, you may contact [studyabroad@sia.edu](mailto:studyabroad@sia.edu) with this request; submitting a request does not guarantee it will be successful.

Students who participate in the Summer Program are required to abide by and comply with all Program regulations and expectations; alternative housing and its related circumstances (e.g., delays or cancellations to travel from your accommodation) do not constitute an academic mitigating circumstance. If you choose to live outside the accommodation provided by the Institute, you are subject to the rules and regulations of the Institute's provided accommodation with regards to guest policies (including overnight guests) and general access.

Students who opt not to reside in the accommodation provided by the Institute are required to provide their London address and related contact information to the Institute; additional information required for visa compliance may also be requested.

### **PERMISSION TO USE PHOTOGRAPHIC IMAGES**

Please note that the Institute (as well as students of the Institute) may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. By enrolling in the Program, you indicate your permission for us to do the following:

(i) permission to use any photographs or audio or visual recordings of you or activities in which you are engaged that the Institute or students take in any media now known or later devised, without attribution or payment or any other consideration;

(ii) permission to use your first name and last initial, photograph, image, likeness, signature, voice, actions, and statements in such photographs or audio and visual recordings without payment or any other consideration; and

(iii) the right and ability to alter, copy, display, distribute, edit, exhibit, modify, perform, publish or create derivative works of any of the photographs or audio and visual recordings, all for the purpose of advertising, promoting, and increasing awareness of the Institute, and to inform the public about the Institute.

The Institute (or the student who took the photograph or made the audio or visual recording) will own all right, title and interest in the photographs or audio and visual recordings.

### **PERSONAL DATA**

The Institute may use your personal information in accordance with our Privacy Policy, which you can find [here](#).

### **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.

All materials provided by the Institute in relation to the Program (and any intellectual property rights in the same) are and remain the property of the Institute or, in case of materials belonging to third parties, of the relevant third party. The Institute will obtain the necessary allowances and licenses for materials used that are not the property of the Institute. Materials include all documentation or information provided by the Institute in relation to the Program, including but not limited to information provided on the Institute's website, the Institute brochure, offer letters, course syllabi, reading materials, additional information and others.

Any use of any such materials and documentation other than in respect of the Program requires the prior written (including by email) approval of the Institute. Students must not use any such materials provided by the Institute for any other purposes than the ones set out in these terms and conditions. Use of the Institute's brand, name and/or logo for any reason other than in connection with the student's participation on the Program is not permitted without prior written agreement of the Institute.

### **ASSUMPTION OF RISK**

The views expressed and information provided by Program providers and staff of the Institute and all Program materials provided to you during your Program are intended solely for the purpose of providing you with the services in connection with the Program. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. The Institute does not accept any liability if you do rely on such views, information, or materials for purposes other than the Program.

You are solely responsible for determining whether the Program is sufficient and suitable for your needs. The Institute does not provide any guarantee in respect of the standard of your abilities on completion of the Program. To assist with your enrollment on to the Program, you must provide all information requested in connection with the Program. You can contact the Institute at [studyabroad@sia.edu](mailto:studyabroad@sia.edu) with any queries about a Program and its details.

You understand and agree that program activities may involve known and unknown risks to Student and Student's property, and that the Institute cannot guarantee the safety of Student or Student's property. Any activities that Student may undertake in connection with the Program will be considered to have been undertaken with Student's approval and understanding of any and all risks involved, to the Student and the Student's property, which are risks willingly assumed by Student.

### **LIMITATION OF LIABILITY**

Nothing in these terms and conditions will limit or exclude the liability of the Institute for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation. Otherwise, our liability to you with respect to the provision of a Program; the cancellation, postponement, or amendment of a Program; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of Fees received from or on behalf of you in respect of the Program.

Further, our liability to you with respect to the provision of a Program; the cancellation, postponement, or amendment of a Program; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions will not extend to (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles, or property of any kind brought onto or left at the Institute's premises whether by you or any other person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

### **INDEMNIFICATION AND HOLD HARMLESS**

You agree to indemnify, defend, and hold harmless the Institute and its officers, directors, members, employees and agents against any cost or expense (including reasonable attorney's fees) arising from any and all actions, claims, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of a breach by you of the breach of this contract or any of the policies of the Institute, or any reasonably foreseeable consequence of any act or omission on your part.

### **COMPLAINTS**

We aim to offer the highest levels of service during the admissions process and beyond. However, should you, either as an applicant or as a registered student of the Institute, have a complaint regarding your Institute experience, you should follow the steps set out in the Student Complaints Procedure. The procedure is available in Summer Program Student Handbook and on Canvas.

### **MISCELLANEOUS**

This contract is between you and the Institute. No other party has any rights under this contract or ability to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment but we continue to provide the Program(s), we can still require you to make the payment at a later date.

We may terminate your contract with us if we consider that you are in breach of any of these terms and conditions, which includes you persistently failing to comply with and Student Code of Conduct and the Institute's policies or failing to comply with them in a serious way.



**GOVERNING LAW**

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the non-exclusive jurisdiction of the English courts. If you are a consumer based outside of England, you may also bring proceedings in your local courts.