

Sotheby's INSTITUTE OF ART

Refunds and Compensation Policy

Purpose

This policy provides a clear explanation of 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.

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.

Master's Degree Programmes - Withdrawal and refunds

Cancellation by the Student during Cooling-off Period

Any Student has the right to cancel their contract with us for any reason in writing within 14 days, starting on the day following the acceptance date entered on the Acceptance and Deposit Form ("Cooling-Off Period") and at least 7 days prior to the programme start date. In such event, the Institute will refund all their fees paid, including the deposit paid (except where the programme commences within seven days following the date of acceptance, in which case they will be deemed to have enrolled and their refund, if any, will be governed by the terms set forth under "Withdrawal by You other than during the Cooling-off Period").

To exercise the right to cancel, the student must inform us before the end of the Cooling-Off Period using the 'Cancellation of Offer Form', available [here](#), or by emailing us directly at admissions@sia.edu with a clear statement communicating their decision to cancel the contract. 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 make the refund using the same means of payment as used for the initial transaction, unless the Student has expressly asked us and we have agreed otherwise; in any event, the Student will not incur any fees as a result of the refund.

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

The Institute will refund a student's programme fees in full, minus the non-refundable deposit fee, if their notice of withdrawal is received in writing at least six weeks prior to the first day 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 their Programme, but outside the 14-day Cooling-Off Period, 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 Admissions at admissions@sia.edu, providing an explanation for their withdrawal and reasons why theirs should be considered an exceptional case. The student should include supporting documentation, if any. The Institute will consider the appeal and its decision will be final. If a student defers their enrolment to the next academic year during this period, after paying the deferral fee, the Institute will refund their programme fees in full, minus the deposit.

If a student chooses to withdraw during the programme after the fourth week of Semester One, they will not be entitled to any refund.

Discretionary refund schedule

Programme dropped	% of paid Semester 1 programme fees refunded
Within the period six weeks before Orientation to the end of the first week of Semester 1	90%
Within first week of semester	80%
Within second 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 may, at its discretion, 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. The Institute may, at its discretion, refund travel fees due to non-attendance on trips, providing the student can provide evidence to demonstrate that they took all reasonable steps to ensure they would be able to participate in any scheduled trips, and the reason for non-attendance was beyond their control.

Involuntary Withdrawal

If a student is asked to leave the programme as a result of failing academic work, disciplinary issues, non-payment of fees or non-attendance, as outlined in our policies and section “Termination Rights” below, the Institute will not refund any fees.

Withdrawal due to Visa Issues – Non-UK Students

Students are responsible for ensuring that they have the appropriate visa to enable them to study in the UK, and the rejection of a visa application by UK Visas and Immigration does not affect the application of the 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 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 admissions@sia.edu to be considered for a refund of programme fees already paid (minus the deposit) as per the section entitled “Withdrawal by you other than during the cooling off period”, 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 twelve months for the MA.
- The visa was refused due to fraudulent activity on the students part or if they provided incorrect information.

Termination Rights

We may terminate this contract and student’s application to the Institute, or registration as a student, with immediate effect in writing in any one or more of the circumstances identified below:

- If student fails to pay their tuition fees to us by the specified due date for payment, and where they fail to make good their debt;
- If they do not meet any of the conditions set out in their offer, or if they cease to meet any of those conditions after the contract is formed;
- If they do not enrol or re-enrol onto their programme by the relevant enrolment or re-enrolment date;
- If it becomes apparent that the information the student has provided to us during their application, or at any stage during the term of this contract, is incorrect or misleading, including by omission of material information;
- If they fail to comply with conditions associated with their immigration status;
- If their continued registration with the Institute places the Institute in breach of any of our legal obligations, including under UK immigration law;
- If a decision is made to terminate the student’s studies / registration as a student (or they are otherwise required to exit) on grounds relating to their conduct or fitness to study, for example, under the Student Code of Conduct or Fitness to Study Procedure;
- If they are in material breach of these Terms and Conditions, and/or any of the Institute’s regulations, policies, procedures, or codes of conduct that form part of this contract;
- If they fail to progress academically in their programme in accordance with the Institute’s regulations;
- If they fail to satisfy the Institute’s attendance requirements;
- If they fail to return from a period of interruption from study;

- If the student's behaviour, in our reasonable opinion, represents a significant risk to the health, safety or welfare of themselves or other students, staff or members of the Institute's community.

If we terminate this contract pursuant to this section, the student remains liable for any outstanding tuition fees or costs owed to the Institute to the date of termination. The Institute may at our discretion refund some or all of student's tuition fees.

Programme Changes, Cancellation and Suspension

Programme Changes

If it reasonably considers it to be necessary, the Institute may make reasonable changes to the content, syllabus, mode of assessment, and/or timetable of a programme which:

- are not material to the overall learning outcomes of the programme (for example, moving the timing of a particular module);
- will benefit the training of students (for example, enabling students to benefit from additional classes with visiting professionals);
- are caused by matters outside of our control, as set out under 'Events Outside of Our Control'; and/or
- are in order to comply with changes in the law or, as applicable, the instructions of higher education regulatory bodies, the validating university, and/or any professional/statutory body.

Where changes to be made to programmes are not significant, the Institute will consult the affected students and will take all reasonable steps to notify them at the earliest opportunity, and to minimise any disruption to students' studies.

The Institute defines 'significant changes' to a programme of study as changes requiring full approval by the validating university, such as changes to the award, core modules or delivery mode. In the unlikely event that a programme is changed significantly:

- the Institute will consult the affected students and will take all reasonable steps to notify them at the earliest opportunity, and to minimise any disruption to students' studies;
- students will be entitled to withdraw from their programme by informing us of this intention in writing;
- if a student withdraws from their programme, the Institute will refund programme fees, travel fees and deposits paid in accordance with the Refunds and Compensation Policy (please note that refunds may be calculated on a pro rata basis) and we will provide them with support and guidance in finding an alternative programme either at the Institute or at another UK provider.

Programme Cancellation and Suspension

The Institute may cancel or suspend programmes if there are insufficient numbers of student enrolments to make a programme viable, or for any reason outside the Institute's control. Where relevant, the Institute's Student Protection Plan may apply. In the unlikely event that the Institute cancels or suspends a programme, in consultation with the validating university:

- the Institute will consult the affected students and will take all reasonable steps to notify them at the earliest opportunity, and to minimise any disruption to students' studies;
- the Institute will review the decision in accordance with the applicable Student Protection Plan to determine appropriate refunds of programme fees, travel fees and deposits paid (please note that refunds may be calculated on a pro rata basis) and;
- we will provide students with support and guidance in finding an alternative programme either at the Institute or at another UK provider.

Study Abroad - Withdrawal and Refunds

Cancellation by the Student During the Cooling-Off Period

Any student has the right to cancel their contract with us for any reason in writing and within 14 days starting on the day after the date we emailed them to confirm their place on the programme ("Cooling-Off Period") and at least 14 days prior to the programme start date.

To exercise the right to cancel, they must inform us before the end of the Cooling-Off Period at studyabroad@sia.edu of their 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 the student informs us they are cancelling this contract. The Institute will make the refund using the same means of payment as used for the initial transaction, unless the student have expressly asked us and we have agreed otherwise; in any event, they will not incur any fees as a result of the refund.

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 within 7 days of the programme start date. If a programme that a student is registered with is cancelled or postponed then the Institute may offer them the choice of a place on an alternative programme at no additional cost in fees payable.

The alternative programme will be as close in time to the cancelled programme as we are able to provide. Students will be required to nominate their alternative choice of programme within 7 days of having been notified of the change. If an alternative programme is unavailable or they do not wish to accept the offer of an alternative programme, then the Institute will provide a full refund of their deposit and any course, residential, and travel fees that they have paid. Other than refunding their 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)

If a student wishes to cancel their registration to a programme after the Cooling-Off Period has expired, the Institute is not obliged to offer them an alternative programme, 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 their response or if the fees for the alternative course are different. If no such alternative offer is made or if

the student decides to reject such alternative offer, the Institute will refund their Programme Fees in full, minus the non-refundable deposit, if their notice of withdrawal is received in writing at least eight weeks prior to the first day of their Programme. The Institute does not normally refund Programme Fees after this time.

If they withdraw during the period commencing eight weeks prior to the first day of their Programme, but outside the 14 day Cooling-Off Period, they may apply for a partial discretionary Programme Fee refund on exceptional grounds, calculated on the basis of the discretionary refund schedule set forth below. To apply, they must write to Admissions at studyabroad@sia.edu address providing an explanation for their withdrawal and reasons why theirs should be considered an exceptional case. they 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. If they defer their enrolment to the next academic year during this period, after paying the deferral fee, the Institute will refund their Programme Fees in full, minus the deposit.

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

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

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

Discretionary Refund Schedule

Receipt of Written Notification of Withdrawal	Paid Programme Fees Refunded Less Non-Refundable Deposit
More than eight weeks prior to Orientation	100%
Within the period between eight and two weeks prior to Orientation	60%
Within two weeks prior to Orientation	No refund

The Institute will refund residential and 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 residential accommodation and future study 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, disciplinary issues, non-payment of fees or non-attendance, as outlined in our policies and in the student handbook, the Institute will not refund any fees.

Withdrawal due to Visa Issues – Non-UK students

Students are responsible for ensuring that they have the appropriate visa to enable them to study in the UK, and the rejection of a visa application by UK Visas and Immigration does not affect the application of the 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 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 admissions@sia.edu to be considered for a refund of programme fees already paid (minus the deposit) as per the section entitled “Withdrawal by you other than during the cooling off period”, 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.

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 Student Visa 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 ensure 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 deliver learning online, 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.

In the event that severe global or national health conditions (e.g. a pandemic or epidemic) require the Institute to reduce the number of people using the Institute premises for social distancing purposes, or to close the Institute altogether, the Institute will use remote learning technology to ensure the continuity of teaching and learning.

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 Student Visa 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.

Any payment of a refund or compensation is subject to the Institute's legal liability to make such a payment.

Any claim for compensation from a student should be made in writing, supported by appropriate evidence to the Institute's Registrar Joanna Mills-Foy j.mills-foy@sia.edu

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.

Title	Refunds and Compensation Policy
Date first implemented	September 2018
Approving body	Management Team
Version	July 2025
Supersedes	September 2023
Next review date	Summer 2028
Frequency of review	Every three years
Policy owner	Quality Team/Management Team