

# Sotheby's

INSTITUTE OF ART

## Sotheby's Institute of Art - New York Master's Degree/ Graduate Certificate Program Terms and Conditions

If accepted to Sotheby's Institute of Art-New York (the "Institute"), you will be asked to complete the following steps in order to confirm your enrollment:

- Sign and return the Enrollment Agreement. Your signature indicates your acceptance of and agreement with these terms and conditions. Please send to [AdmissionsNY@sothebysinstitute.com](mailto:AdmissionsNY@sothebysinstitute.com).
- Submit a non-refundable and non-transferable deposit. Please refer to your acceptance letter for your deposit deadline.
- Send the Institute an official transcript (or WES evaluated transcript) directly from your undergraduate institution indicating the conferral of a four-year bachelor's degree, or documentation of the equivalent to a four-year bachelor's degree (if you have not done so via Admissions).

### PROGRAMS & CURRICULUM

The published programs and the curriculum grid indicate the scope of each of the MA/Graduate Certificate programs. The Institute reserves the right to modify the courses, electives, field study, faculty and class schedules as necessary.

### TUITION & TRAVEL FEES

The Institute charges are billed on account statements by semester and students are required to pay in full. Tuition Fees cover all lectures and seminars only. The cost of housing, meals and all other personal expenses are the student's responsibility.

Travel Fees cover all required study trips including air and ground transport and lodging (based on double occupancy) and are **non-refundable under any circumstances**. All other travel costs and expenses, including meals or changes in accommodations, are the student's responsibility.

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. Program Coordinators can provide supporting letters if necessary.

### Methods of Payment

The Institute offers several different bill paying options.

#### By Electronic Transfer

*If paying by Electronic Transfer, please add \$30 to the total payment to cover for administrative processing fees.* Failure to do so could result in delays in the processing of your payment. All electronic transfers must be made to the following bank:

Bank of America Direct  
1101 Wootton Parkway, 4th Floor Rockville, MD 20852  
Account Name: **Institute of Art - New York LLC**

Account Number: **003933345046**  
Routing Number DOMESTIC WIRES: **026009593**  
Routing number ACH/ETF: **052001633**

For international wire transfers made in US dollars, use SWIFT Code: **BOFAUS3N**  
For international wire transfers made in a foreign currency, use SWIFT Code: **BOFAUS6S**

*It is imperative that the bank indicates the student's name and program on the payment statement. Failure to do so could result in delays in processing of your payment.*

#### **By Credit Card**

You may charge your deposit on Visa, MasterCard, or American Express by contacting the Finance Department via email at [financeney@sia.edu](mailto:financeney@sia.edu). **Please note that an administrative fee of 3.0% will be added to payments made via credit card.**

#### **By Payment Plan**

Payment plan may be 2, 3, or 4 months depending on when the plan starts. For further details please contact [financeney@sia.edu](mailto:financeney@sia.edu).

#### **By Check**

Checks must be made payable to: **Sotheby's Institute of Art - New York**. Please include student's name and the name of the degree program on the check.

##### **Mail Checks to:**

Sotheby's Institute of Art - New York  
570 Lexington Avenue, 6th Floor  
New York, NY 10022  
Attn: Finance Department

All checks should be drawn on a US bank account and be in US dollars.

#### **Late Fees and Past Due Balances**

Tuition Payments must be received by the due dates to avoid late payment charges. Payments received after the due dates are subject to a \$150 Late Payment Fee plus a 1% weekly recurring fee against the outstanding principal until satisfied.

Students with a past due student account balance may be prohibited from attending classes, participating in thesis advising, accessing library resources, making program changes, or obtaining enrollment verification, transcripts, and diplomas.

**The Institute reserves the right to suspend or withdraw a student from a program at any time should tuition or fees remain unpaid in whole or part. Should this action be necessary, the student will be withdrawn from the Institute and barred from attending classes; once fees and penalties have been paid in full, the student will be allowed to return to class. Classes missed due to suspension will be considered unexcused.**

#### **Refunds**

This policy applies to students who voluntarily withdraw from the Institute. The policy does not apply to any student who is asked to leave as a result of a violation of Institute policy, failing academic work or disciplinary procedures. Students who are asked to leave the Institute will not be entitled to any refund.

Tuition fees are refundable in full (less the non-refundable deposit) if notice of withdrawal is received in writing before the beginning of the semester. If a student withdraws during the first four weeks of any program, the refund will be based on the schedule below. Any student who withdraws after week four of any semester in any program is not entitled to any refund. If a student withdraws on a Monday, this will be considered a full week.

In all cases, the deposit fee is non-refundable and non-transferable. In the event a withdrawing student matriculates subsequent to withdrawing, a new non-refundable deposit will be due.

Travel Fees are not refundable in whole or part, regardless of the reason for withdrawal from the Institute.

Tuition Refund Schedule	% of Semester Tuition Charges Refunded*
Before semester begins	100%
Within first week of semester	90%
Within second week of semester	80%
Within third week of semester	70%
Within fourth week of semester	60%
<b>After fourth week of semester</b>	<b>No refund</b>

*\*Title IV Financial Aid Tuition Refund will follow refund schedule provided by the Department of Education. Please ask the Financial Aid Office for further information.*

The above tuition refund schedule is applicable only to students withdrawing from the program. Students dropping individual courses within the first four weeks of the semester are entitled to a **tuition credit** only if their total semester course load after dropping the course(s) is less than 12 credits.

Refund requests take approximately four weeks to process. Failure to make full payment followed by withdrawal does not relieve students of their financial obligations to the Institute.

#### DEFERRAL OF ENROLLMENT

Deferrals are granted under limited circumstances which are decided on a case-by-case basis. The Institute requires a **non-refundable and non-transferable** Deferral Fee in addition to the Tuition Deposit to hold a place in the program for the following academic year along with a Student Deferral Form available from the Admissions Office. The deferral and deposit fees will be credited to tuition at the time of enrollment. Sotheby's Institute of Art will hold the funds on account for one year and if the deferring student does not enroll at the Institute the following year the student's place will be forfeited and the Institute will retain all funds on account. Deferral of conditional offers is not permitted. For more information on deferrals, please contact [admissionsny@sia.edu](mailto:admissionsny@sia.edu).

#### TRANSFER REQUEST

Students who have been offered a place at the New York campus are not guaranteed a place in the same program at the London campus. If you would like to transfer your admission to the London campus, contact [admissionsny@sia.edu](mailto:admissionsny@sia.edu). If space is available in the chosen program in London, and there is sufficient time for visa applications and/or other necessary formalities, the academic program director will review your credentials and determine whether you are eligible to transfer to the other campus. 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 London are liable to pay the tuition fees relating to the London campus. Please note that New York degrees are conferred by the Board of Regents of the State of New York and London degrees are awarded by the University of Manchester.

#### HEALTH RELATED INFORMATION

New York State Public Health Law 2165/2167 requires that all students taking six or more credits in a degree-granting program provide proof of immunity to measles, mumps and rubella and complete the Meningococcal Vaccination Response Form. Admitted students must submit all requested health and medical forms before they will be allowed to matriculate at the Institute.

In addition to proof of immunization, the Institute requires all students to have medical insurance, valid for the duration of their studies. All students are required to submit documentation confirming insurance coverage. Failure to comply with the immunization and insurance requirements set forth above may preclude students from accessing campus facilities.

### **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 program 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 comply with any requirement set by the New York State Department of Education, NASAD 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/program content is up to date and relevant;
- student feedback or Program Review clearly indicates that immediate changes be made to a course or unit;
- an unanticipated external event or issue with the building results in disruption to delivery
- unexpected low enrollment to a program/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 program, as described above, it will make students aware of these changes as early as possible.

### **ONLINE PROGRAM DELIVERY**

Where 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.

### **HYBRID TEACHING**

In the event that any in-person learning opportunities 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 programs. 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.

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

Please note that the Institute may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. Participation in the Master's program constitutes the granting of permission by the Student for the Institute to do the following: (i) use any photographs or audio or visual recordings of Student or activities in which Student is engaged that the Institute or students take in any media now known or later devised, without attribution or payment or any other consideration; (ii) use Student's name, photograph, image, likeness, signature, voice, actions, and statements in such photographs or audio and visual recordings without payment or any other consideration; and (iii) 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 will own all right, title and interest in the photographs or audio and visual recordings.

### **STUDENT HANDBOOK & CONDUCT**

All students must abide by the policies and follow the required procedures outlined in the Sotheby's Institute of Art MA/Graduate Certificate Student Handbook. The Handbook is available on the Welcome Site and on [sothebysinstitute.com](http://sothebysinstitute.com). All students must complete the required form acknowledging that they have reviewed the Handbook and agree to comply with the Institute's policies and procedures.

### **INTELLECTUAL PROPERTY**

As a statement of general principle Sotheby's Institute of Art - New York 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 licences 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, and reading materials.

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 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 risks are 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 organization 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.

### **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 this contract or any of the policies of the Institute, or any reasonably foreseeable consequence of any act or omission on your part.

### **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, 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 by the laws of the State of New York without reference to its conflict of laws provisions.

**ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement between you and the Institute. No statements, promises, or representations have been made by us to you, or may relied upon, and the terms of this Agreement supersede any earlier written or oral understandings or agreements.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student Name Printed

*INSTITUTE ONLY*

\_\_\_\_\_  
Admissions Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Signature

\_\_\_\_\_  
Date