

Sotheby's Institute of Art

London Professional Courses Terms and Conditions

ENROLMENT & FEES

1. Enrolment is complete only when Sotheby's Institute of Art (the "Institute") confirms that we have received your non-refundable deposit and course fees. 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.
2. A deposit is due to us at the time of registration, and full fees are due by the due date on our invoice. Where registration is submitted after the full fee due date, the deposit and course fees are due on the day of registration. Full payment of the course fees must be made prior to the start date of the course. 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 course.
3. Payment should be made via our approved payment provider. Our Finance Department will send you (and your sponsor, as applicable) detailed instructions.
4. Course fees cover all activities within the curriculum, to include lectures, seminars, practical sessions and UK study trips. Please note that optional activities with additional costs may be offered outside the curriculum. Unless indicated otherwise, course fees do not include any other services, including but not limited to accommodations, transportation to/from the Programme, meals that are not on the course schedule, purchase of incidentals, health insurance or services, or other costs that might arise prior to or during the course. Any additional charges incurred by the Institute on your behalf will be passed onto you, and you will be liable to reimburse the full amount incurred by the Institute, e.g. lost key cards.
5. The Institute does not provide insurances to students, including travel, health, or personal injury insurances. The Institute recommends that students take out suitable insurances at own initiative and cost.
6. 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.
7. 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.
8. Programme fees are reviewed annually, however fees will not be amended from those advertised after enrolment.

CANCELLATION & WITHDRAWAL

Cancellation by You During the Cooling-Off Period

9. You have the right to cancel enrolment with us for any reason (including if you change your mind) in writing and within fourteen (14) days commencing the day after the date of Student's registration ('Cooling-Off Period') and at least 14 days prior to the course start date. You do not have to give us any reason for cancelling the enrolment.
10. To exercise the right to cancel, you must inform us before the end of the Cooling-Off Period at professional@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.

11. We will refund any fees paid without undue delay and in any event not later than fourteen (14) days after the date on which you inform us you are cancelling this contract.
12. We 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.

Cancellation by You (Other than During the Cooling-Off Period)

13. If you wish to cancel your registration to a course after the Cooling-Off Period has expired, we are not obliged to offer you an alternative course, but we may choose to do so at our 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 any such alternative offer, the following rules apply (except where a course has been cancelled by us):
 - For such cancellations received by the Institute 28 days or more before the full fee due date, 100% of the course fees paid will be refunded, but less a £1500 non-refundable deposit.
 - For such cancellations received by the Institute less than 28 days before the full fee due date, no refund will be made.
14. The Institute reserves the right to refund course fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund course fees under such circumstances is at the Institute's full discretion.
15. We will make the refund using the same means of payment used for the initial transaction unless we have expressly agreed otherwise.
16. Students can transfer their booking to the next available course date free of charge if they inform us at professional@sia.edu of their intent to transfer at least 5 full business days before the start of their current course.
17. All requests to cancel or transfer to a new course date must be made in writing to professional@sia.edu. The Institute will confirm the request with a written acknowledgment within 24 business hours of receipt.
18. You may be able to defer enrolment in a course; see paragraph 25 below.
19. There will be no refund of the course fees if a Student withdraws from their course at any stage after the course start date.

Cancellation by the Institute

20. To ensure an optimal learning experience for our learners, there will be a minimum number of Students required for each course to run effectively (these may vary depending on the course topic). Therefore, when minimum course thresholds have not been met, the Institute reserves the right to cancel the course. Cancellations made in this circumstance by the Institute will be communicated to Students as soon as possible and within 7 days of the course start date.
21. All courses offered by the Institute will be delivered by an experienced and qualified tutor who specialises in their relevant field. In the unforeseen event of illness or difficult personal circumstances, the Institute may substitute the tutor at short notice for another suitable qualified

tutor or trainer. If for any reason a replacement tutor could not be found at short notice, the Institute reserves the right to cancel and reschedule the session at its sole discretion to provide a high-quality learning experience for the Student.

22. If a course that you are registered with is cancelled or postponed then we will offer you the choice of a place on an alternative course at no additional cost in Fees payable. The alternative course will be as close in time to the cancelled course as we are able to provide.
23. You will be required to nominate your alternative choice of course within seven (7) days of having been notified of the change. If you do not wish to accept the offer of an alternative course then we shall provide a full refund of the course Fee to the extent these have been received by us.

COVID-19 Cancellations

24. Staff and Students' safety are integral to everything that we do at the Institute, and we will ensure we undertake all necessary risk assessments and precautions. Cancellations and refunds for Students relating to COVID-19 will be considered on an individual basis. You may be asked to provide supporting documentary evidence, including medical evidence. The decision to refund the course fee under such circumstances is at the Institute's full discretion.

DEFERRAL

25. You may be able to defer to a later session of the same course provided that pay any difference in the fee applicable subject to availability and provided the course is completed within twelve (12) months of the original course booked. You must notify us in writing at professional@sia.edu that you wish to transfer to a different course or to defer your entry to the following year.

INVOLUNTARY WITHDRAWAL

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

EVENTS OUTSIDE OF OUR CONTROL

27. The Institute shall not be liable to you for events outside its control which it could not have foreseen or prevented, even if it 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.
28. Should any such circumstances arise, the Institute reserves the right to change or cancel parts, or all, of the Programme. The Institute will take reasonable and proportionate steps to mitigate any adverse impact on you.
29. 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 must be made to reflect changes in standards set by relevant regulators and/or in keeping with best practice or developments related to the 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.

30. In the event that the Institute has to make significant changes to the course, 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 course as a result of these changes then you may apply for a refund of the course fee, 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 course cancellation.

MODE OF INSTRUCTION

31. Where programmes or parts of 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.

32. 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 both 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

33. 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. The Institute complies with its legislative requirements under the Equality Act 2010, and in particular the need to avoid discrimination and to provide reasonable adjustments for disabled students.

34. 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 forty-five (45) days prior to the 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](#).

INTERNATIONAL STUDENTS

35. You are responsible for obtaining the required visa that enables your participation in the Programme 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.

36. In no circumstances will we issue documentation to support a visa application before receiving payment in full in cleared funds of the Programme fees from you. Visa supporting letters are issued only to the participant and in our standard format.
37. 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.

PROGRAMME LANGUAGE

38. Unless otherwise indicated, all Programmes are taught in English.
39. 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. It is recommended that you have the equivalent level of IELTS score of 6.0 /TOEFL score of 78 IBT. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

STUDENT CONDUCT

40. Acceptance of your offer of admission presumes an agreement to abide by the Institute's [policies](#).
41. If you 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 Programme or exclude you from the Institute's premises and/or, where appropriate, any accommodation provided to you by us. In such cases, your fees will not be refunded.

OUR RESPONSIBILITIES

42. Save as set out in paragraph 29 of this document, we will use our best endeavours to deliver the Programme to you as it is set out in the course information.
43. We will endeavour to resolve any issues, concerns, or complaints which you bring to our attention as efficiently and thoroughly as is possible in the circumstances.
44. We will comply with all relevant legislation, which includes the Data Protection Act 2018, which is reflected in our [privacy notice](#).

PERMISSION TO USE PHOTOGRAPHIC IMAGES

45. 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. When enrolling in the Programme, please indicate your permission for us to do the following: (i) permission to 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) permission to 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) 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 that 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.

INTELLECTUAL PROPERTY

46. All materials provided by the Institute in relation to the Programme (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.
47. Materials include all documentation or information provided by the Institute in relation to the Programme, 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.
48. Any use of any such materials and documentation other than in respect of the Programme requires the prior written (including by email) approval of the Institute.
49. 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.
50. Ownership of any intellectual property rights created by you will be determined by the Institute's standard policies in relation to the ownership and protection of intellectual property rights created by students.
51. Use of the Institute's brand, name and/or logo for any reason other than in connection with the student's participation on the Programme (as set out in these terms and conditions) is not permitted without prior written agreement of the Institute.

ASSUMPTION OF RISK

52. The views expressed and information provided by Programme providers and staff of the Institute and all Programme materials provided to you during your Programme are intended solely for the purpose of providing you with the services in connection with the Programme. 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 Programme.
53. You are solely responsible for determining whether the Programme is sufficient and suitable for your needs. We do not provide any guarantee in respect of the standard of your abilities on completion of the Programme. To help us enrol you on to the Programme, you must provide us with all information requested in connection with the Programme. You can contact the Institute at professional@sia.edu with any queries about a Programme and its details.
54. Unless expressly stated otherwise in the Programme information, the Programme is not formally accredited and may not be used (in whole or in part) to satisfy the requirements of the award of any degree or diploma.
55. 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 Programme 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

56. 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.

57. Otherwise, our liability to you with respect to the provision of a Programme; the cancellation, postponement, or amendment of a Programme; 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 Programme.
58. Further, our liability to you with respect to the provision of a Programme; the cancellation, postponement, or amendment of a Programme; 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.
59. 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

60. You 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.

PHYSICAL CONDITION

61. You attest that you are sufficiently well enough, physically and mentally, to participate in the Programme. If a student has been unwell prior to the Programme, we ask that you make us aware prior to arrival so we can assess their suitability for the Programme and put appropriate support in place if required. We will make reasonable adjustments for those students who have disabilities. Please see paragraph 34 above regarding students with disabilities.
62. You consent to receive first aid from a trained First Aider, and/or for the Institute and its representatives to arrange medical treatment in the event of accident, injury, or illness. You are solely responsible for payment in full of all costs of medical care you may receive.

COMPLAINTS

63. If there is a problem with the enrolment process, or if you have any questions or complaints about our services, please contact us. You can contact us by email at professional@sia.edu. Complaints will be dealt with in accordance with our [complaints policy](#).

DATA PROTECTION – HOW WE MAY USE YOUR PERSONAL INFORMATION

64. The Institute may use your personal information in accordance with our [student privacy notice](#).

OTHER IMPORTANT TERMS

65. 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.
66. 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.
67. 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 Programme(s), we can still require you to make the payment at a later date.
68. 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 Institutes' policies or failing to comply with them in a serious way.

GOVERNING LAW

69. 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.
70. This Agreement constitutes 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 between us.