

# Sotheby's INSTITUTE OF ART

## Sotheby's Institute of Art - London Master's Degree Programme and Postgraduate Diploma Terms and Conditions (for academic year 2023-2024)

This document sets out the terms and conditions between Sotheby's Institute of Art – London (the "Institute") and students on our postgraduate programmes. 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 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 a Programme of study, you accept these terms and conditions in full, which, along with your offer and the Institute's rules, regulations, policies and procedures, 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 and Deposit 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, the terms and conditions set out in this document, and the terms and conditions set out in the policies and regulations listed in the Student Handbook and on our website (available [here](#)).

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 required Semester 1 fees
- (4) presentation in person of your passport and valid visa documentation where required

The Institute reserves the right to require you to withdraw from a programme at any time should you fail to pay any part of your fees.

### **TUITION AND TRAVEL FEES**

Tuition Fees cover all lectures, seminars, teaching activity and practical sessions. The cost of housing, meals and all other personal expenses are your responsibility. Tuition fees are reviewed annually; however, fees will not be amended from those advertised after your offer of a place has been confirmed.

Travel Fees cover all required study trips, including air and ground transport and lodging (accommodation consists of a shared twin room in a three or four star hotel). All other costs and expenses for meals, or changes in accommodations, are your responsibility. Travel fees are mandatory.

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

### **Payment Methods for Programme and Travel Fees**

Payment should be made via our approved payment provider Flywire. Further details about the methods of payment are included in the Payment section of this document.

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.

### **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 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 your fees paid, including the deposit paid (except where the programme commences within seven days following the date of acceptance, in which case you will be deemed to have enrolled and your refund, if any, will be governed by the terms set forth under "Withdrawal by You other than during the Cooling-off Period").

To exercise the right to cancel, you 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](mailto:admissions@sia.edu) with a clear statement communicating your decision to cancel this 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 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 of Programme by the Institute**

If the Institute cancels your programme, we will notify you in writing as far in advance as possible and refund your deposit and any programme and travel fees that you have paid. Other than refunding your fees, the Institute accepts no liability for expenses or losses you or any third party may incur because of a programme's cancellation.

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

The Institute will refund your programme fees in full, minus the non-refundable deposit fee, if your notice of withdrawal is received in writing at least six weeks prior to the first day of your Programme. The Institute does not normally refund programme fees after this time. If you withdraw during the period commencing six weeks prior to the first day of your Programme, but outside the 14 day Cooling-Off Period, and ending at the end of the fourth week of Semester One, you may apply for a partial discretionary programme fee refund on exceptional grounds, calculated on the basis of the refund schedule set forth below. To apply, you must write to Admissions at [admissions@sia.edu](mailto:admissions@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. The Institute will consider the appeal and its decision will be final. If you defer your enrolment to the next academic year during this period, after paying the deferral fee, the Institute will refund your programme fees in full, minus the deposit.

If you choose to withdraw during the programme after the fourth week of Semester One, you will not be entitled to any refund.

#### **Discretionary Refund Schedule**

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.

<b>Programme dropped</b>	<b>% of paid Semester 1 programme fees refunded</b>
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

### **Involuntary Withdrawal**

If you are asked to leave the programme as a result of failing academic work, disciplinary issues, non-payment of fees or non-attendance, as outlined in our policies and in the student handbook, 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 the rejection of a visa application by UK Visas and Immigration 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 the Admissions Committee at [admissions@sia.edu](mailto: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:

- You applied for a visa that does not make you eligible to study in the UK on a course of study that leads to a qualification at level 7 of the Regulated Qualifications Framework (RQF) for a duration of nine months for the Postgraduate Diploma or twelve months for the MA.
- The visa was refused due to fraudulent activity on your part or if you provided incorrect information.

### **DEFERRAL OF ENROLMENT**

If you wish to defer your offer to study to the next academic year you must first accept the offer of a place to the intake you applied for by completing the Student Acceptance and Deposit Form and paying the non-refundable deposit.

Following receipt of the Deposit payment, a deferral request can be submitted through the Deferral Request Form. This form will be provided by Admissions to applicants who have completed the Student Acceptance and Deposit Form, and paid the non-refundable deposit, on request. On receipt of the Deferral Request Form the Admissions team will send a link to the Deferral Fee Form, through which a non-refundable Deferral Fee payment must be made. This Deferral Fee payment must be received before April 30th in the following year to formalise the change in entry point and secure your place on the programme. If the Deferral Fee payment is not received by this date, your place will be lost, and the Deposit will be retained by the Institute.

The Deferral Fee, along with the Deposit, will be held and deducted from programme fees in the following intake only. Deferral may only be granted once. Deferral of a place over more than one academic year is not permitted – if you are unable to take up the place in the following intake to that which you applied, the Institute will retain both the Deposit and Deferral Fee payments, and you will need to submit a new application should you wish to be considered for entry.

Please note that you will have to pay any increase in tuition fees for the year in which you will join the programme. Any conditions listed in your offer must have been met before payment of the Deferral Fee.

## TRANSFERS

### Transfers Between Programmes

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

### Transfers Between Campuses

Students who have received an offer for the London campus are not guaranteed a place at the New York campus. If you would like to request a transfer you may do so by contacting Admissions at [admissions@sia.edu](mailto:admissions@sia.edu) before classes begin. If space is available in the chosen programme, and there is sufficient time for visa applications and/or other necessary formalities, the Programme Director will review your application and credentials to determine whether you may transfer. In most cases you will be contacted for a phone interview before a final decision is confirmed. In most cases the deposit fee is transferable but a difference due to changes in interest and exchange rates at the time of the transfer may be charged to the student. Students transferring to New York are liable to pay the tuition fees relating to the New York campus. Please note that London degrees are awarded by the University of Manchester and New York degrees are conferred by the Board of Regents of the State of New York.

## THIRD SEMESTER OPTION

The Third Semester Study option allows for a final semester of coursework in New York in place of your Dissertation in London. That coursework would be in a second area of study and includes the completion of a capstone project that is practice-based. Students may choose from among the following MA curricula in New York: Fine and Decorative Art and Design, Art Business, or Contemporary Art. Students will normally be expected to undertake a third semester on a different programme from the one on which they were originally registered.

The Third Semester Study option requires the completion of 2 full-time semesters, with some time off during the summer before starting the third semester in New York. The degree conferred at the end of the Third Semester Study Option is granted by Sotheby's Institute of Art - New York and the Board of Regents of the State of New York; students completing this programme will not receive their MA from the University of Manchester, but will receive a Post Graduate Diploma instead. The title of the MA awarded will reflect the programme on which the student is registered at Sotheby's Institute of Art - London. Candidates for the Third Semester must be in good academic standing at the completion of their first year MA coursework. Good academic standing is defined as having a grade point average of at least 3.0 (within the Merit 60-69% banding, or higher) with no failures or incomplete grades. Students are liable to pay tuition and travel fees consistent with the campus and programme they enroll in, and will be subject to the regulations of Sotheby's Institute of Art - New York during that semester.

## THE PROGRAMMES

The Institute aims to ensure that the student learning experience, as described in the prospectus and student handbooks, is delivered and maintained at all times. In some circumstances the Institute may have to vary the method of delivery of your programme, and in some cases, the syllabus may be altered or updated. In the unlikely event that the Institute discontinues your programme or changes it significantly, whether before you start your programme or once you have begun, we will tell you at the earliest possible opportunity. If this happens before you start your course, you may wish to withdraw your application; if you do so, the Institute will provide you with support and guidance in finding an alternative programme either at the Institute or at another UK university.

## **EVENTS OUTSIDE OF OUR CONTROL**

We shall not be liable to you for events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to:

- strikes, lock-outs or other industrial action or disputes;
- 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;
- acts of God, epidemic or pandemic disease, quarantine or widespread illness, governmental requisitioning, emergency planning or provision;
- 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 programme. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

Subject always to the previous paragraph, the Institute will make all reasonable efforts to deliver your programme as described in the Institute's prospectus. There may be occasions where due to unforeseen or unavoidable circumstances it becomes necessary to make significant changes to a programme or to withdraw it or part of it, e.g. a particular unit/elective. Such action could become necessary if, for example, the following were to occur:

- to reflect changes in the law and/or regulatory and/or professional and/or statutory body requirements and sector regulation;
- as required by law, government policy, regulatory requirements or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Home Office, Office for Students and/or any other funding or regulatory body;
- changes have to be made to reflect changes in standards set by relevant regulators and/or in keeping with best practice or developments related to the particular discipline/subject area;
- to deal with unavoidable changes in our academic and support staff;
- to reflect material developments in academic teaching, research and /or professional standards or requirements to ensure our course/programme content is up to date and relevant;
- student feedback, External Examiners' feedback or Programme Review clearly indicates that immediate changes be made to a course or unit;
- an unanticipated external event or issue with the buildings results in disruption to delivery;
- unexpected low recruitment to a programme/course or unit/elective means it is simply no longer viable or practical to run it;
- withdrawal of relevant accreditation.

In the event that the Institute has to make such material changes to a programme, as described above, it will make students aware of these changes as early as possible and highlight if the Institute's Refunds and Compensation Policy applies. You can find this policy [here](#).

## **ONLINE PROGRAMME DELIVERY**

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.

### 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 both ensuring that student learning outcomes continue to be met and the facilitation of timely completion of degree programmes. If this takes place, the Institute shall not be liable to students for refunds or compensation where it has delivered its obligations to students in alternative ways in such circumstances.

### STUDENTS WITH DISABILITIES

Sotheby's Institute of Art - London welcomes applications from students with disabilities and learning differences, and undertakes to make reasonable adjustments in order to accommodate them. To be able to do this it is helpful if students let us know about any disabilities or learning differences they have during the application process.

### INTERNATIONAL STUDENTS

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

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

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

#### **When you arrive at the Institute to start your programme of study:**

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

#### **During your programme of study:**

- You must enrol at the start of the academic year and make suitable arrangements to pay any fees due, in accordance with the Tuition Fee payment schedule.
- You must inform the Institute of any changes to your personal and/or academic circumstances which might have an impact on your visa status, including any part-time employment during term time.
- Any change of your address, visa status or passport details must be reported promptly by you to the Institute by emailing [admissions@sia.edu](mailto:admissions@sia.edu)
- You are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Programme and that you apply for any necessary extension/renewal in good time.
- You will be expected to meet all the attendance and submission dates relevant to your Programme of study.
- Failure to comply with these requirements may lead to your suspension from the Institute and ultimately the cancellation of your place on a Programme at the Institute with your non-compliance being reported to the UKVI.

### **BREXIT STATEMENT**

EU (except Irish citizens), non-EU, EEA nationals and Swiss citizens arriving in the UK will need to apply for a student visa prior to coming to the UK to study, unless they have previously attained 'settled status' in the UK under the British government's former EU Settlement Scheme. If this is the case, proof of settled status will be required to complete enrollment.

Note: It is essential that you keep our offer letter and the letter acknowledging receipt of the fee as these are useful for official purposes. If you don't have indefinite leave to remain in the UK or British citizenship, these documents may be required for your UK visa application.

### **RE-SUBMISSION & RE-REGISTRATION FEE**

Where students are advised following the MA exam board to re-submit their dissertation, students may require a student visa extension. The cost of the visa extension will be at the student's own expense. Usually, any applications for student visa extensions have to be made from the student's home country.

Where a student has chosen to graduate with a Postgraduate Diploma rather than complete the dissertation, they can return within 5 years of graduating to complete the dissertation to gain a Master's degree, if the relevant programme is still available. In that instance a re-registration fee with the University of Manchester. This fee is currently set at £600; however, the fee is set by the University annually and may vary.

### **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 Institute's Postgraduate Student Handbook and outlined on the Institute's website. You can find these policies [here](#).

### **PAYMENT**

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

On your first visit to the Flywire site you will be asked to create an account which can be used to make all subsequent payments to the Institute. Depending on where you are making your payment from, you will be presented with a variety of ways to pay, which will usually be expressed in terms of your local currency. In most cases this will include the option to make a domestic bank transfer or pay by credit / debit card.

Please note the following:

You must ensure that you complete the student information details in full, including your student ID, course name and your email address in order for us to be able to identify your payment.

You should also contact the Finance department to inform them that your payment has been initiated by emailing [finance@sothebysinstitute.com](mailto:finance@sothebysinstitute.com).

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

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

### **PERSONAL DATA**

Prospective students should familiarise themselves with Sotheby's Institute's Privacy Policy, which outlines how and why personal data is collected, stored, processed and shared. You can find this policy [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 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. 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, and reading materials.

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. 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 Programme is not permitted without prior written agreement of the Institute.

## **COMPLAINTS**

We aim to offer the highest levels of service during the admissions process and beyond. However, should you have a complaint regarding your Institute experience, you should follow the steps set out in the Student Complaints Procedure. This procedure sets out the Institute's informal and formal processes for considering complaints, and summarises your right to raise a complaint with the Office of the Independent Adjudicator for Higher Education if your complaint is eligible under its rules, and once all internal procedures have been concluded. This procedure is available [here](#).

## **ASSUMPTION OF RISK**

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.

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**

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 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.

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.

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 Programme(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.

#### **LAW AND JURISDICTION**

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 exclusive jurisdiction of the English courts.

#### **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 be relied upon, and the terms of this Agreement supersede any earlier written or oral understandings or agreements.