

Sotheby's

INSTITUTE OF ART

Summer Institute Terms and Conditions

These terms and conditions set out the basis of your relationship with Sotheby's Institute of Art ("the School", "we", "us", and/or "our") regarding your enrollment in the Summer Institute program ("the Program") at the School. By registering you ("Student") to attend the Program, your Parent (including, as applicable, your parent/s or legal guardian/s) agrees to these terms and conditions. Some of the terms of this agreement require your Parent to confirm that you will comply with important School policies, such as the Student Code of Conduct. We ask that you and your parent/s or legal guardian/s take time to read through these terms and conditions and the relevant policies and that you act responsibly in meeting the expected behaviours required of you.

You can contact the School with any questions by writing to us by email at precollege@sia.edu or by calling us at 646-665-1861. If we have to contact you during the enrollment process, we will do so by writing to you and your Parent at the email address provided to us in your application.

Tuition & Fees

1. Your enrollment is complete only when the School confirms that we have received, by the deadlines indicated in your offer letter: (1) your non-refundable initial payment, (2) full program fees, and (3) your Student Enrollment Form. The School reserves the right to cancel your registration if full payment is not received by three weeks prior to the start of the Program.
2. A non-refundable initial payment of \$1500 is due within two weeks of receiving your acceptance letter in order to register for the Program. Full payment of the program fees must be received no later than May 1st. If you submit your application after May 1st, full payment of the program fees must be received by the School no later than three weeks prior to the start date of the Program. If your program fees are not paid in full, you will not be able to participate in the Program.
3. Program Fees for the Residential Program and Day Program are as follows:

Residential Program

Students live in dorm-like facilities in the center of the city.

Tuition and Full Room and Board	\$6,990
Materials Fee	\$275
Total Cost of Attendance	\$7,265

Day Program (non-residential)

Students commute to class every day and do not receive room and board.

Tuition and Daily Lunch on Class Days	\$5,660
Materials Fee	\$275
Total Cost of Attendance	\$5,935

All students are eligible for the Early-Bird Discount of \$500 if they enroll by December 1st.

Students who enroll in multiple terms are eligible for a \$500 discount on each term.

Flexible payment plans are available to all families.

4. Tuition and materials fees cover all activities and practical sessions, daily lunch on class session days,

equipment and instructional materials, and a processing fee. Students are responsible for the cost of travel within New York City for Program-related and extracurricular activities. For those students enrolled in the Residential Program, Room and Board fees cover accommodation costs in dormitory-style facilities in the center of the city and daily meals for the duration of the Program (breakfast, lunch and dinner on Monday-Friday; brunch only on Saturday-Sunday). Travel to and from the Program is not included in these fees. Any additional charges incurred by the School on behalf of a student will be passed onto the Student's Parent, who will be liable to reimburse the full amount incurred by the School (for example, lost/unreturned key cards and room keys or room damages).

5. The program fees do not include travel, medical, or other insurances to students. The School requires that students are covered by medical insurance at the Parent's own initiative and cost. It is the responsibility of Parent to confirm that medical insurance is accepted by New York healthcare providers.
6. Our Finance Department will send you detailed instructions on how to make payments. Accepted payment methods include credit cards and debit cards (American Express, Discover, MasterCard, Visa); local bank transfer; bank payment (checking or savings account). 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.

Withdrawal and Refund Policy

7. The initial payment (\$1500) and processing fee (\$245) for the Program are non-refundable.
8. To withdraw from the program for any reason prior to the start of the term, you must notify the School in writing via email to precollege@sia.edu. Depending on the date of your cancellation email, a portion of the tuition and fees previously paid may be refunded, as follows:

Date of receipt of written cancellation notification	Percentage of program fees paid to be refunded (less non-refundable initial payment of \$1500 and processing fee of \$245)
Before February 1	100%
February 2 – March 1	60%
March 2 – April 15	30%
After April 15	0%

9. Refunds will be made using the same means of payment as you used for the initial transaction.
10. If you wish to defer your enrollment to a later term of the Program after the deadlines noted above, the School is not obliged to offer you an alternative course date, but we may do so at our discretion and subject to availability. If no such alternative offer is made, or if you reject any such alternative offer, the refund policy outlined above applies.
11. No refunds will be given for early departures from a program, once it is underway, whether voluntary or otherwise. If you are asked to leave the Program as a result of disciplinary issues (in the School's sole discretion), non-payment of fees, or non-attendance, you will not be entitled to any refund.
12. Staff and students' safety are integral to everything that we do at the School, and we will ensure we undertake all necessary risk assessments and precautions. Cancellations and refunds for Students who must withdraw from the program prior to their planned arrival on campus or once it is underway because they test positive for COVID-19 will be considered on an individual basis. You may be asked to provide supporting documentary evidence, including medical evidence of a positive COVID-19 PCR test result from a doctor,

pharmacy, or other testing site. Under these circumstances, you may request a deferral to a later term or apply for a full refund. The decision to refund the Program Fees under such circumstances is at the School's full discretion.

13. Students who are unable complete a course already underway in person may be given options to qualify for a certificate of completion. This may include completing coursework remotely or completing a virtual course with access to an online tutor. Students and families are advised to speak with the academic team to determine the ideal option by emailing academics@sia.edu.

Events Outside of Our Control

14. The School 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, including but not limited to health and safety concerns. Should any such circumstances arise, the School reserves the right to change or cancel parts, or all, of the Program. The School will take reasonable and proportionate steps to mitigate any adverse impact on you.
15. In the event that face-to-face teaching needs to be modified, reduced, or cancelled, due to health and safety concerns and/or government or other regulatory guidance or requirements, the School reserves the right to continue the Program using remote online methods, and shall not be liable for refunds or compensation where it has delivered its obligations to students in alternative ways under such circumstances.

International Students

16. You are responsible for obtaining any visas required to enable your participation in the Program. We recommend that all applicants check with the United States Department of State regarding their visa requirements before applying.
17. In no circumstances will we issue documentation to support a visa application before receiving the initial payment (\$1500) in cleared funds from you.

Program Language

18. All aspects of the Program will be delivered in English. If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. The School will not provide any refunds for your inconvenience or failure to attend if you lack the required English language proficiency.

Physical Condition

19. You and your Parent attest that you are sufficiently well enough, physically and mentally, to participate in the Program. If you have been unwell prior to the Program, we ask that you make us aware prior to arrival so we can assess their suitability for the Program and put appropriate support in place if required.
20. You and your Parent agree that you will comply with the School's vaccination policy as outlined in the [Student and Family Handbook](#). You may be asked to provide supporting documentary evidence if you request any exemptions from the School's vaccination requirements.
21. You and your Parent consent for you to receive first aid from a trained staff member, and/or for the School and its representatives to arrange medical treatment in the event of accident, injury or illness. Your Parent is solely responsible for payment in full of all costs of medical care you may receive.

Special Accommodations

22. The School welcomes applications from students with requests for special accommodations (academic,

residential, ADA, and others). The School asks that you submit accommodation requests as early as possible so that any reasonable adjustments can be considered and, if appropriate, made. We reserve the right to request evidence of a complaint or disability giving rise to the accommodation request.

Student Code of Conduct

23. Acceptance of your offer of admission presumes an agreement to abide by all School policies as outlined in the [Student and Family Handbook](#), including but not limited to the Student Code of Conduct.
24. If you fail to follow the School's Student Code of Conduct or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the School's employees or contractors, or bring the School into disrepute through your actions, we reserve the right to remove you from the Program or exclude you from the School's premises and/or, where appropriate, any accommodation provided to you by us. Parent understands and agrees that the Student will comply with the School's rules, standards, and instructions; that the School and its agents and employees have the right to enforce its standards; and that the School may at any time terminate the Student's participation in the Program for failure to maintain these standards or for any conduct which the School considers to be incompatible with the interest and welfare of the other students or the School. Parent understands that they will not be entitled to any refund if the Student's participation in the Program is terminated as described in this paragraph.
25. The Student and Family Handbook is reviewed annually, and you will be notified of any updates to the Handbook prior to your enrollment on the Program.
26. We will require a Parent's signature on a parental enrollment form confirming that their student can participate in the Program, including all Program-related site visits within New York City, and agreeing to the Student Code of Conduct.

Residential Accommodations

27. Students enrolled on the Residential Program agree to abide by and comply with any and all rules and regulations of the School and the accommodations provider, and do nothing to compromise your own or other residents' safety and security.
28. Students are required to leave their rooms in a clean and tidy state at the conclusion of the Program and to return all issued room keys/keycards. If you do not comply with these requirements, the School reserves the right to charge your Parent for all costs related to cleaning, repairs, or replacements. Failure to pay these fees may result in the School withholding your evaluation and certificate of completion.

Permission to Use Photographic Images

29. Please note that the School (as well as students of the School) may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. By participating in the Program, you and your parents grant the School (i) permission to use any photographs or audio or visual recordings of Student or activities in which Student is engaged that the School 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 first name and last initial, photograph, image, likeness, signature, voice, actions, and statements in such photographs or audio and visual recordings without payment or any other consideration; and (iii) the right and ability to alter, copy, display, distribute, edit, exhibit, modify, perform, publish or create derivative works of any of the photographs or audio and visual recordings, all for the purpose of advertising, promoting, and increasing awareness of the School, and to inform the public about the School. The School (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

30. All materials provided by the School in relation to the Program (and any intellectual property rights in the same) are and remain the property of the School or, in case of materials belonging to third parties, of the relevant third party. Any use of any such materials other than by the Student as part of their participation in the Program requires the prior written approval of the School. Materials include all documentation or information provided by the School in relation to the Program, including but not limited to information provided on the School's website, the School brochure, offer letters, Program syllabi, reading materials, and additional course information.

Data Protection

31. The School is committed to protecting the privacy of its students, and a full description of your rights may be found in our [privacy policy](#). The School may use your personal information in accordance with this policy.

Assumption of Risk

32. Student and Parent understand and agree that Program activities may involve known and unknown risks to Student and/or their property, and that the School cannot guarantee the safety of Student or their property. These risks can include, among others (by way of example and without limitation): dangers of collision with pedestrians, vehicles, and fixed or moving objects; the negligent or wrongful conduct of other students; loss of property; and minor or serious injury and/or death. Any activities that Student may undertake in connection with the Program will be considered to have been undertaken with Student's and Parent'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 and Parent/Guardian.

Release of Claims

33. In consideration of participating in the Program, Student and Parent agree for Student and on behalf of Student's heirs, executors, and assigns, to release and discharge the School from any and all claims which may arise from any cause whatsoever, including any negligent act or omission of the School or others.

34. Student and Parent further release and discharge the School from liability for any accident, illness, injury, loss or damage to Student or his/her personal property, or any other consequence arising or resulting directly or indirectly from Student's participation in the Program.

35. Student and Parent intend that the release of claims be complete defenses to any and all actions, claims or demands that Student, Parent or Student's heirs, executors or assigns have or may have for injuries to person or property, including death, as a result of Student's participation in the Program.

Indemnification and Hold Harmless

36. Parent hereby agrees to indemnify, defend, and hold harmless the School and its officers, directors, members, employees and agents, from and against any cost or expense (including reasonable attorney's fees) arising from any and all actions, claims or demands that Student, Parent or Student's heirs, executors or assigns may have against the School on account of injuries, losses or liability suffered or sustained by Student, regardless of cause or fault, as a result of, arising out of, associated with, directly or indirectly, Student's participation in the Program and any and all related activities, on or off the Program's campus.

Limitation of Liability

37. Nothing in these terms and conditions will limit or exclude the liability of the School for death or personal

injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

38. 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.
39. 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.
40. 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 School's premises, the residential accommodation, or other third-party premises during the Program, whether by you or any other person. It is your responsibility 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.
41. The School does not accept any responsibility or liability in respect of any damage to or loss caused by you in breach of the relevant policies to the School's premises, the overnight accommodation, or other third-party premises or goods during the Program. Your parents will be responsible for such costs, which we will pass on to them as applicable.

Other Important Terms

42. This contract is between your parents and the School. Nobody else has any rights under this contract, or to enforce any of its terms.
43. It is understood and agreed that, if any provision of this Agreement is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.
44. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York without giving effect to conflicts of laws rules. The venue for any action arising out of this Agreement shall be New York, New York.
45. This Agreement constitutes the entire agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. The terms of this Agreement supersede any earlier written or oral understandings or agreements between the parties.

Parent hereby agrees that they are the parent or legal guardian of the Student. Student and Parent acknowledge that they have read this Agreement, understand its meaning and effect, and agree to be bound by it.