

# Sotheby's INSTITUTE OF ART

**Sotheby's Institute of Art - London**  
**Master's Degree Programme**  
**Terms and Conditions for academic year 2026-2027**

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## 1. INTRODUCTION

- 1.1 This document sets out the terms and conditions between Sotheby's Institute of Art, London (the "**Institute**") and students on our Master's Degree programmes (the "**Terms and Conditions**"). It contains important information and you should read these Terms and Conditions carefully before accepting your Offer to ensure that you understand the contents. These Terms and Conditions will become binding on you and us when you accept the Institute's offer of a place and meet all of the conditions set out in your Offer.
- 1.2 Please note that the programmes delivered by the Institute are validated and awarded by University of Manchester, a Royal Charter company (company number: RC000797) with its registered address at Oxford Road, Manchester, M13 9PL, United Kingdom (the "**Validating University**"). Please note that upon completion of your degree you will receive an award from the Validating University. For the avoidance of doubt, your Contract is and will always be with the Institute.
- 1.3 Please contact the Admissions Team for clarification if there is anything in these Terms and Conditions that you do not understand.

## 2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following terms have the following meanings:-

"Academic Regulations"	means the Institute's Academic Regulations
"Additional Costs"	has the meaning set out in Clause 9.2.2
"Contract"	has the meaning set out in Clause 3.1
"Cooling-Off Period"	has the meaning set out in Clause 11.1.2
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
"Force Majeure Event"	has the meaning set out in Clause 22.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016
"Model Cancellation Form"	means the online cancellation form, accessible through <a href="#">this link</a> .

<b>"Offer"</b>	means our written offer to you of a place on the Programme, sent to you directly by the Institute
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
<b>"Policies and Procedures"</b>	means our rules, policies, procedures and other regulations in force from time to time that are relevant to the Programme and that are made available to you on our website (available at <a href="https://sothebysinstitute.com/student-policies/">https://sothebysinstitute.com/student-policies/</a> ) or otherwise provided to you
<b>"Process"</b>	has the meaning given to it in the Data Protection Legislation
<b>"Programme"</b>	means the programme of study described in your Offer
<b>"Programme Information"</b>	means subject to these Terms and Conditions, the description of the Programme set out on our website as at the date you accept your Offer and the Programme information sheet provided with your Offer
<b>"Sensitive Personal Data"</b>	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
<b>"Validating University"</b>	has the meaning set out in Clause 1.2
<b>"Sotheby's Institute of Art", "the Institute", "we", "us" and "our"</b>	refers to Institute of Art London Ltd trading as Sotheby's Institute of Art, a private limited company (company number: 3087911)
<b>"you" and "your"</b>	refers to you the student or applicant

### 3. THE CONTRACT

3.1 By accepting our Offer of a place on a Programme, you accept these Terms and Conditions in full, which along with:

- 3.1.1 your Offer;
- 3.1.2 the Programme Information;
- 3.1.3 the Academic Regulations; and
- 3.1.4 our Policies and Procedures,

form the contract between you and the Institute in relation to your Programme (the **"Contract"**).

3.2 To accept an Offer if you applied directly through our website, follow the instructions in your Offer. If there is a deadline to accept your Offer it is usually included in your Offer.

- 3.3 You will not be able to start your studies at the Institute until we have received by an agreed deadline (as set out in your Offer):
- 3.3.1 your acceptance;
  - 3.3.2 your deposit payment (as set out in your Offer); and
  - 3.3.3 the required first instalment of your Programme tuition fees and/or full tuition fees depending on the Programme,
- 3.4 The Contract is subject to these Terms and Conditions and is created once you accept the Offer.

#### **4. APPLICATION AND ADMISSION**

##### **4.1 Application and Enrolment**

- 4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Clause 4.1, to secure your place on your Programme.
- 4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which you will need to fulfil in order to be admitted onto your Programme. If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, we reserve the right to withdraw your Offer.
- 4.1.3 It is important that you provide accurate information in your application to study at the Institute. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 The Institute strictly prohibits the use of artificial intelligence ("AI") tools in the completion of any part of the application (including required documentation). If the Institute reasonably believes that AI tools have been used, it reserves the right not to progress the application.
- 4.1.5 We may withdraw or amend your Offer, or terminate the Contract and your enrolment, without liability to you, for the following reasons:
  - (a) you fail to supply us with up to date, accurate or complete information in your application;
  - (b) we have reason to believe your application is misleading or fraudulent;
  - (c) we have reason to believe that AI tools were used in the completion of any part of the application, in breach of Clause 4.1.4;
  - (d) you fail to pay your deposit (if applicable) by the date set out in your Offer; and/or
  - (e) you fail to provide a satisfactory criminal record/Disclosure and Barring Service (DBS) check.
- 4.1.6 The Institute aims to offer a high-quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. The Institute's Admissions Appeals and Complaints Policy and Procedure (which can be found on our [Student Policies](#) webpage) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

- 4.1.7 If the Institute withdraws your application, Offer, or refuses to enrol you pursuant to Clauses 4.1.3 – 4.1.5 or 4.4.3 (c), the Institute reserves the right not to refund your application fee or deposit.
- 4.1.8 Students who have queries regarding the admissions process should contact the Admissions department by emailing [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com).

## 4.2 Disabled applicants and students

- 4.2.1 The Institute 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 as early as possible during the application process or email us at [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com). All discussions and information regarding a disability or learning difference are treated in a confidential manner and in accordance with the Institute's Privacy Policy (which can be found on our [Student Policies](#) webpage).

## 4.3 Criminal Offences

- 4.3.1 If you are convicted of a criminal offence whilst you are enrolled as a student at the Institute, you are required to inform your faculty in accordance with the Admissions Policy (which can be found on our [Student Policies](#) webpage).

## 4.4 International Students

- 4.4.1 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. This includes a right to study check on all students attending with us, irrelevant of nationality or status, including:
- (a) ensuring that a record of passport and visa documentation is held for every student;
  - (b) ensuring that contact details are maintained and up to date for every student;
  - (c) ensuring that students are meeting the attendance criteria for their Programme of study; and
  - (d) reporting any non-compliance to the UKVI within their mandatory timescales.
- 4.4.2 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 the Institute, as described in 4.4.3 and 4.4.4.
- 4.4.3 When you arrive at the Institute to start your Programme of study:
- (a) You may attend a face-to-face appointment with the Visa Office to provide a scan and a share code for your e-visa; alternatively, you can fill out the online document submission form which will be sent to you less than 30 days before the start of your course.
  - (b) You will not be able to fully enrol onto your Programme of study until you have passed a right to study check.

- (c) Students who have made 'in country' visa applications must produce the required documentation within 4 weeks after the Programme start date. Failing to do so may lead to the cancellation of your place at the Institute and your non-compliance being reported to the UKVI. In this case the Institute reserves the right not to refund your application fee or deposit.

#### 4.4.4 During your programme of study:

- (a) 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.
- (b) 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.
- (c) Any change of your address, visa status or passport details must be reported promptly by you to the Institute by emailing [visa.compliance@sia.edu](mailto:visa.compliance@sia.edu).
- (d) 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.
- (e) You will be expected to meet all the attendance and submission dates relevant to your Programme of study.
- (f) 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 noncompliance being reported to the UKVI

## 5. YOUR OBLIGATIONS AND STUDENT CONDUCT

### 5.1 You agree to:

- 5.1.1 comply with these Terms and Conditions;
- 5.1.2 comply with the Academic Regulations and our Policies and Procedures;
- 5.1.3 fulfil the academic requirements of your Programme, including but not limited to, submission of coursework and other assignments, attendance at examinations, attendance at lectures, seminars and classes, and any such other teaching forums provided by us;
- 5.1.4 provide a copy of specific identity documents, if reasonably requested by the Institute whilst you are enrolled on your Programme;
- 5.1.5 keep your login details and password confidential and not share them with others; and
- 5.1.6 conduct yourself in a professional manner and to recognise that other students also require support and assistance.

### 5.2 If you undertake a placement as part of your Programme, you agree to comply with any applicable terms and conditions, policies and procedures of the placement provider.

### 5.3 If you are persistently disruptive, we reserve the right to issue a verbal or written warning and, if this does not resolve the situation, the Institute's formal non-academic misconduct procedures will be invoked, in accordance with the Non-Academic Misconduct Policy (which can be found on our [Student](#)

[Policies](#) webpage), which may result in you being withdrawn from the Programme. In such circumstances, no refund of any Programme fees will be due.

5.4 By enrolling onto a Programme offered by the Institute, you agree to comply fully with the disciplinary rules of the Institute, and to abide by our Student Code of Conduct (which can be found on our [Student Policies](#) webpage). In addition to compliance with the disciplinary rules of the Institute, we require you to maintain a good attendance record, rigorous respect for the schedule of lessons, and a responsible attitude towards the Institute staff and facilities. Failure to adhere fully to these rules may result in disciplinary measures being taken against you.

5.5 The Institute has a legal requirement to record your term time address whilst you remain enrolled at the Institute. It is your responsibility to ensure your term time address is correct and if this changes, you must inform us of your new address within 14 days.

## **6. DELIVERY OF YOUR PROGRAMME**

6.1 We will use all reasonable efforts to deliver your Programme in line with your Offer, and our Policies and Procedures.

## **7. ONLINE VIRTUAL LEARNING ENVIRONMENT**

7.1 We will provide you with login details for the VLE when you enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of our VLE at all times.

7.2 You may only use the content on the VLE for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.

7.3 The Institute does not guarantee that the VLE, or any content on the VLE, will always be available or be uninterrupted. The Institute may suspend or withdraw or restrict the availability of all or any part of the VLE for business and operational reasons. The Institute will try to give you reasonable notice in the event of any suspension or withdrawal of the VLE and will take reasonable steps to minimise any disruption to students.

## **8. TEACHING AND ASSESSMENT INFORMATION**

8.1 You will learn via a variety of formats, including the following:

8.1.1 'lessons' prepared by the Institute's academics or guest experts to explain key ideas; these may be text-based or include video or audio presentations and light interactivity;

8.1.2 'activities', which will require you to practice, apply, illustrate, or reflect on the ideas presented in lessons and core readings;

8.1.3 'discussion', which may include text-based forums or live interaction with other students; and

8.1.4 'seminars', which will be scheduled classes during which you may be asked to share comments.

8.2 There may also be core 'readings' of key digital texts or media resources, including journal articles, book chapters, websites and data sources, which you may be expected to complete in order to complete the above activities effectively.

- 8.3 You may be assessed via a variety of formats, depending on your Programme's subject matter. These could include (but are not limited to) written coursework, individual or group presentations, timed examinations, and active participation in Programme discussions or other activities.

## **9. PROGRAMME FEES**

### **9.1 Amount of programme fees**

- 9.1.1 The amount of your programme fees is set out in your Offer. At the beginning of your Programme, it is your responsibility to make arrangements to pay your fees in accordance with the payment terms set out in these Terms and Conditions.

### **9.2 Mandatory and Additional Costs**

- 9.2.1 Programme fees cover all lectures, seminars, teaching activities, and practical sessions. They also include participation in the field study component
- 9.2.2 Any additional costs that may be incurred in relation to your Programme are outlined in Clauses **Error! Reference source not found.** and **Error! Reference source not found.**
- 9.2.3 Any additional charges incurred by us on behalf of a student will be passed onto the student, who will be liable to reimburse the full amount incurred by us. Additional costs may cover requests for a single room and charges levied by hotels on trips e.g. for deep cleaning of rooms, and the UoM re-registration fee for returning students. Please also note that further details of any additional costs will be provided in the Programme Summary.
- 9.2.4 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.

### **9.3 Deposit**

- 9.3.1 The amount of any deposit you must pay and the date for payment are set out in your Offer.
- 9.3.2 If you are required to pay a deposit, please note that this amount will be deducted from the tuition fees due for your first semester.
- 9.3.3 Deposits are non-refundable except where:
- (a) you cancel your acceptance of a place within the Cooling-Off Period (see Clause 111);
  - (b) the Institute is unable to confirm your place on the Programme because you do not meet the conditions of your Offer of a place and you have provided proof that you do not meet the conditions of your Offer by the deadline specified in your Offer;
  - (c) you are required to undertake an English language test to satisfy the English language requirements of your Programme, and specifically you undertook the test in the three months prior to the start date of your Programme, and you failed to provide evidence to the Institute by the deadline specified in your Offer that you took the test and did not meet the language requirements specified in your Offer; or
  - (d) the Institute withdraws your Programme or makes substantial changes to your Programme before you enrol, in accordance with Clause 18.



- (e) you have made an 'in country' visa application and fail to produce the required documentation within 4 weeks after the Programme start date, in accordance with Clause 4.4.3 (c).

#### 9.4 **Making Payment**

- 9.4.1 It is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.
- 9.4.2 Payment should be made via our approved payment provider Flywire. 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.
- 9.4.3 Please note that you must ensure that you complete the student information details in full, including your student ID, Programme name and email address in order for us to be able to identify your payment.
- 9.4.4 You are responsible for knowing the exact source of funding of your tuition fees.
- 9.4.5 You must make sure that your tuition fees are paid on time. 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 or terminate your Contract.
- 9.4.6 Where unauthorised funds are received, or where you fail to provide satisfactory information about the payer (where a sponsor or third party agrees to pay your tuition fees in accordance with Clause 9.5), then for compliance reasons (including in relation to the Proceeds of Crime Act 2002), the Institute may return funds back to the payer, and you will be required to make direct payment to the Institute immediately. Any return of funds may potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by the Institute as a result of returning funds to you.
- 9.4.7 The Institute also reserves the right to withdraw your Offer or terminate your Contract where any payment made by you to the Institute is reported to the Institute by the card acquirer as being fraudulent.

#### 9.5 **Sponsored Students**

- 9.5.1 If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees by the date on the invoice. Students retain ultimate liability for payment of their fees, even if they are sponsored by a third party.
- 9.5.2 If a third party is paying your tuition fees, then for compliance purposes, the Institute may require you to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon reasonable request and without delay.

#### 9.6 **Bursaries and Scholarships**

- 9.6.1 The Institute offers a range of partial tuition merit scholarships. After submitting an application, the admissions team will reach out with details to apply for a scholarship.

Scholarship applications are welcome from home and international students. If you have any questions or if you have applied and have not yet received a scholarship application, please contact the admissions team at [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com).

## 9.7 **Non-Payment or late payment of tuition fees**

- 9.7.1 If you do not pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions, the Institute will send you a written notification requesting that you make payment within 30 days. If you fail to pay by the date specified in the written notification, one or more of the following may happen:
- (a) you may be prohibited from sitting examinations/submitting coursework;
  - (b) you may be prohibited from using our facilities or services;
  - (c) you may be prohibited from accessing online Programme content and/or discussion forums;
  - (d) you may be prohibited from attending classes;
  - (e) your access to student records may be removed;
  - (f) you may be suspended;
  - (g) you may not be allowed to enrol;
  - (h) you may not be allowed to graduate;
  - (i) your results may be withheld; and/or
  - (j) we may not issue your award.
- 9.7.2 If you are suspended from participation on your Programme, you may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the Institute at our reasonable discretion.
- 9.7.3 A student who is suspended under Clause 9.7.2 above and does not pay their outstanding tuition fees within 30 days of the date of their suspension may have their registration cancelled.
- 9.7.4 Students whose registration at the Institute is cancelled under Clause 9.7.3 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Programme. Acceptance onto the Programme and accreditation of previous study will be subject to the Institute's admissions requirements (as set out in the Academic Regulations) applicable at the time of re-application.
- 9.7.5 A student who withdraws or interrupts from their Programme during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuition fees within 14 days of the date of invoice. Further information is set out in Clause 111.
- 9.7.6 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

- 9.7.7 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from you, and an administration fee of £25 may be charged in respect of card chargebacks.

## 10. COMPENSATION

- 10.1 Students can claim compensation in certain circumstances. For additional information, please see the Refunds and Compensation Policy (which can be found on our [Student Policies](#) webpage).

## 11. CANCELLATION & WITHDRAWAL

### 11.1 Cancellation by you during the Cooling-Off Period

- 11.1.1 You have the right to cancel your Contract with us for any reason in writing within a 14-day period ("**Cooling-Off Period**"), which commences on the day you accept an Offer. In such event, the Institute will refund all your tuition fees paid, including the deposit paid as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel the Contract.
- 11.1.2 If your Programme is due to begin within 14 days from the date you accept the offer of a place at the Institute then, by accepting your Offer, you are expressly agreeing that the Programme should begin within the Cooling-Off Period. If you then decide to withdraw from your Programme within the Cooling-Off Period, you may be liable to pay a proportion of your tuition fees, as set out in Clause 11.2 and 11.2.2.
- 11.1.3 To exercise the right to cancel, you must either:
- (a) inform us before the end of the Cooling-Off Period by emailing us directly at [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com) 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; or
  - (b) complete the Model Cancellation Form, accessible through [this link](#).
- 11.1.4 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. The Institute will not charge you a fee for the refund.

### 11.2 Withdrawal by you (Other than during the Cooling-Off Period)

- 11.2.1 To withdraw from your Programme after the Cooling-Off Period has expired, and prior to registration, you must contact [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com). To withdraw from your Programme after you have registered, please contact the Registrar. Depending on when you cancel the Contract, you may be obliged to pay a proportion of your tuition fees, as set out below.

Programme dropped	% of paid Semester 1 programme fees refunded
Within the period six weeks before Orientation to the end of the first week of Semester 1	90%
Within second week of Semester 1	80%
Within third week of Semester 1	70%

Within fourth week of Semester 1	60%
After fourth week of Semester 1	No refund

- 11.2.2 Withdrawals made within six weeks of the start date but outside the 14-day Cooling-Off Period and before the end of Week 4 of Semester 1 may be eligible for a partial discretionary refund on exceptional grounds. Requests must be submitted in writing to [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com) providing an explanation for your withdrawal and reasons why yours should be considered an exceptional case with supporting documentation. The Institute will consider the appeal and its decision will be final. If enrolment is deferred during this period, Programme fees will be refunded in full, minus the deposit, upon payment of the deferral fee.

### 11.3 Involuntary Withdrawal

- 11.3.1 If you are withdrawn from the Programme as a result of failing academic work, disciplinary issues, non-payment of fees or non-attendance, as outlined in our Policies and Procedures and in the Student Handbook (which can be found on our [Student Policies](#) webpage), the Institute will not refund any fees to you.

### 11.4 Withdrawal Due to Visa Issues – Non-UK Students

- 11.4.1 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.
- 11.4.2 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@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com) to be considered for a refund of programme fees already paid (minus the deposit) as per 11.2 above, unless:
- a) 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 twelve months for the MA Programme.
  - b) The visa was refused due to fraudulent activity on your part or if you provided incorrect information.

## 12. OUR TERMINATION RIGHTS

- 12.1 Subject to us complying with the Academic Regulations (which can be found on our [Student Policies](#) webpage) and Policies and Procedures, we may terminate the Contract at any time with immediate effect by giving you written notice if:
- 12.1.1 you have failed to meet any of the conditions set out in our Offer to you, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
  - 12.1.2 you do not enrol onto your Programme by the relevant enrolment date;

- 12.1.3 you fail to pay your programme fees to us within 30 days of us notifying you that your fees are outstanding;
  - 12.1.4 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Programme to you;
  - 12.1.5 a Force Majeure Event prevents us from providing your Programme for longer than one term or 16 weeks (whichever is shorter);
  - 12.1.6 you fail to progress academically in your Programme in accordance with the Institute's Academic Regulations (which can be found on our [Student Policies](#) webpage);
  - 12.1.7 you fail to satisfy the Institute's attendance requirements;
  - 12.1.8 you are in material breach of the Contract and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
  - 12.1.9 you fail to return from a period of interruption from study;
  - 12.1.10 your behaviour, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the Institute's community, or breaks the Student Code of Conduct (which can be found on our [Student Policies](#) webpage); and/or
  - 12.1.11 you do not meet our fitness to study requirements.
- 12.2 If we cancel the Contract in accordance with Clause 12.1, you may be charged pro rata tuition fees up to the date of termination. If you are a self-funded student, we will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within 14 days of the date of termination. Further details on how you request a refund will be set out in the invoice you receive.
- 12.3 If you are suspended from participation on your Programme, you may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the Institute at our reasonable discretion.
- 12.4 If the Contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the Institute.

### **13. DEFERRAL OF ENROLMENT**

- 13.1 If you wish to defer your Offer to study to the next academic year you must first accept the offer of a place in the intake you applied for and pay a deposit payment. Failure to do this will mean that your place is not booked and you will need to re-apply for the next intake if you wish to join us in that academic year.
- 13.2 Following receipt of the deposit payment, a deferral request can be submitted to [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com) with your name, applicant ID, Programme you applied to, and the reason for deferral.
- 13.3 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 the Deposit, and you will need to submit a new application should you wish to be considered for entry.

- 13.4 Please note that if you defer your enrolment, you will be required to pay any increase in tuition fees applicable to the academic year in which you join the Programme. Any conditions listed in your original Offer must have been met before the deferral takes place.

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

- 14.1 Where students are advised following the MA Examination Board to re-submit their Dissertation, they will typically not be eligible for a visa extension, as no in-person teaching is required for a Dissertation resubmission. This means that they will also be ineligible to apply for the Graduate Route Visa.
- 14.2 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 will be charged.

#### **15. TRANSFERS**

##### **15.1 Transfers Between Programmes**

- 15.1.1 Offer-holders interested in transferring between programmes should contact Admissions at [admissions@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com) 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.
- 15.1.2 Because of UK visa regulations, students on a Student Visa who wish to transfer to another MA programme at the London campus will also require approval from the Visa Compliance office. Students who wish to transfer to another MA programme at the London campus may request this up to the end of the second week of the programme.

##### **15.2 Transfers Between Campuses**

- 15.2.1 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@sothebysinstitute.com](mailto:admissions@sothebysinstitute.com) 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.
- 15.2.2 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.

#### **16. THIRD SEMESTER OPTION**

- 16.1 The Third Semester Study option allows for a final semester of coursework in New York in place of your Dissertation in London. The coursework would be in a second area of study and includes the completion of a capstone project that is practice-based. Students will normally be expected to

undertake a third semester on a different programme from the one on which they were originally registered.

- 16.2 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.
- 16.3 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 all fees consistent with the campus and programme they enrol in, and will be subject to the regulations of Sotheby's Institute of Art - New York during that semester.

## **17. CHANGES TO POLICIES AND PROCEDURES**

- 17.1 During your Programme, we may update and replace our Academic Regulations (which can be found on our [Student Policies](#) webpage) and Policies and Procedures from time to time in order to ensure that the Institute operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Programmes (see Clause 188 for provisions concerning changes to Programmes).
- 17.2 Any changes made under this Clause 177 will normally come into effect at the start of the next academic year. The Institute will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 17.3 The updated Policies and Procedures will be made available on our website and may be publicised by other means so that students are made aware of any changes.

## **18. PROGRAMME CHANGES, CANCELLATION & SUSPENSION**

### **18.1 Programme Changes**

- 18.1.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Programme as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Programme, circumstances may arise where we are required to make changes to your Programme. Examples of "changes" include changes to the content or structure of your Programme, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):
- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of the Institute means that teaching locations change to a different site;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the Institute is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
  - (c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

- (d) where the Institute decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Programme; and/or
- (e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Programme or modules or services as described in the Programme.

18.1.2 The Institute is committed to providing appropriately qualified staff to teach its Programmes, but it does not commit to ensuring that any individual will teach on any given Programme. Where these members of staff leave the Institute, take leave or otherwise become unavailable to teach, then they will be replaced by either existing or new staff appointed by the Institute.

## 18.2 **Programme Cancellation & Suspension**

18.2.1 Once you have accepted your Offer, whilst we will use all reasonable efforts to deliver your Programme in accordance with the Contract, circumstances may arise where we are required to close your Programme. Examples of where Programme closure may be made or required are (without limitation):

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the Institute's staff, or by other resources (e.g. temporary staff) that the Institute would normally engage in such circumstances;
- (b) where a teaching location becomes unavailable due to a Force Majeure Event; or
- (c) there are an insufficient number of students enrolled on the Programme, meaning the continued running of the Programme is financially unviable.

18.2.2 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with Refunds and Compensation Policy (which can be found on our [Student Policies](#) webpage).

## 18.3 **Consequences of changes to Programmes or closure of Programmes**

### **Changes to Programmes before enrolment**

18.3.1 If we have to change your Programme, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any substantial changes to your Programme (as against the commitments made in your Offer and/or Programme Information and as reasonably determined by us) before you enrol at the Institute, we shall bring the changes to your attention as soon as possible, and if you no longer wish to continue on the amended Programme, you may either:

- (a) terminate the Contract and/or withdraw your application for the Programme without any liability to us for tuition fees, and with the Institute issuing you with a full refund of any and all tuition fees and deposit you have paid; or
- (b) transfer to another Programme (if any) as may be offered by us for which you are qualified.



## **Changes to Programmes or closure of Programmes post enrolment**

- 18.3.2 Where changes or Programme closure is proposed or have to be made for the reasons outlined at Clauses 18.1 and 18.2 above, the Institute will take all reasonable steps to minimise disruption to students (including where your Programme is closed and the Institute is unable to complete delivery of your Programme, using reasonable efforts to, with your consent, transfer you to a new Programme: (i) at the Institute for which you are qualified; or (ii) at an alternative higher education provider).
- 18.3.3 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.
- 18.3.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will (where possible and appropriate) consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 18.3.5 If we make substantial changes to your Programme (as against the commitments made in your Offer and/or Programme Information and as reasonably determined by us) after you have enrolled, and you are unhappy with the changes such that you no longer wish to continue to study on your Programme, you must notify us of this in writing, following which we may offer you a suitable alternative Programme for which you are qualified (at no additional cost to you).
- 18.3.6 If you agree to transfer to an alternative Programme as may be offered to you by the Institute (and for which you have the requisite qualifications), you will only be liable to pay the fees for the original Programme for which you applied and which is no longer available to you.
- 18.3.7 If you are unhappy with the alternative Programme we offer you or we are unable to offer you a suitable alternative Programme, you may end your Contract with immediate effect by contacting the Institute Registrar by emailing [j.mills-foy@sothebysinstitute.com](mailto:j.mills-foy@sothebysinstitute.com). The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances, and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Refunds and Compensation Policy (which can be found on our [Student Policies](#) webpage)).
- 18.3.8 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your Programme with them. You may also want to consider other matters, such as accommodation and travel costs.

## **19. PERSONAL DATA**

- 19.1 We will process Personal Data in accordance with the Data Protection Legislation. Please also note that prospective students should familiarise themselves with the Institute's Privacy Policy (which can be found on our [Student Policies](#) webpage), which outlines how and why personal data is collected, stored, and processed and shared.
- 19.2 If you are involved in Processing Personal Data (for example in some research projects, or in the course of a work placement) you must ensure that you abide by the requirements of the Data Protection Legislation.

## **20. INTELLECTUAL PROPERTY**

- 20.1 Intellectual Property (“IP”) refers to ideas you create and legally own as a result of owning its copyright, trademark or patent. Examples of IP can include inventions, literary and artistic works, designs, symbols, names and images. IP rights are the rights granted to the owner to protect such creations.
- 20.2 As a statement of general principle, the Institute recognises the student is the owner of any IP 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. You can find the full policy on our [Student Policies](#) webpage.
- 20.3 All materials provided by the Institute in relation to the Programme (and any IP 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, the Offer, course syllabi, and reading materials.
- 20.4 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 in the Programme is not permitted without the prior written agreement of the Institute.

## **21. COMPLAINTS**

- 21.1 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 and you remain dissatisfied.
- 21.2 Should you have a complaint about any aspect of the admissions process, or would like to appeal an admissions decision, please follow a separate procedure for applicants, which is outlined in the Admissions Appeals and Complaints Policy and Procedure (which can be found on our [Student Policies](#) webpage).

## **22. EVENTS OUTSIDE OF OUR CONTROL**

- 22.1 The Institute will do all that it reasonably can to provide your Programme as described on our website and in the Programme Information or other documents issued by the Institute to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your Programme.
- 22.2 We will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under the Contract if such failure, delay or the consequence of such failure or delay is caused by an act or event beyond the Institute’s reasonable control (“**Force Majeure Event**”). Such events may include:
- 22.2.1 acts of God;
- 22.2.2 industrial action involving collective bargaining outside of the Institute;

- 22.2.3 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
  - 22.2.4 the imposition of sanctions;
  - 22.2.5 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);
  - 22.2.6 breakdown of plant or machinery;
  - 22.2.7 actions or the lack of actions of placement providers;
  - 22.2.8 actions or the lack of suppliers or subcontractors;
  - 22.2.9 staff illness or because a staff member leaves; or
  - 22.2.10 weather disruption, fire, flood or storm.
- 22.3 In the case of a Force Majeure Event, we will contact you to advise of an alternative course of action, where possible. The Institute shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under the Contract and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.
- 22.4 If a Force Majeure Event results in the complete inability to deliver your Programme for a continued period of six weeks or more, then you will be entitled to:
- 22.4.1 defer your Programme, if you have not yet enrolled on to your Programme;
  - 22.4.2 interrupt your studies (in accordance with the Interruption of Studies Policy), if you are currently enrolled on your Programme; or
  - 22.4.3 terminate your Programme with immediate effect by contacting the Institute Registrar or in writing.
- 22.5 If you decide to terminate the Contract pursuant to Clause 22.4.3, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid and/or compensation depending on the circumstances, and we will act reasonably in making a determination as to whether a full or partial refund of tuition fees and/or compensation is due (with reference to the Refunds and Compensation Policy (which can be found on our [Student Policies](#) webpage)).
- 22.6 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative Programme, and you may wish to contact the Institute Registrar to discuss this.

## **23. LIMITATION OF LIABILITY**

- 23.1 Nothing in these Terms and Conditions will limit or exclude the Institute's liability:
- 23.1.1 for death or personal injury arising from our own negligence; or
  - 23.1.2 for fraud or fraudulent misrepresentation; or
  - 23.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.

- 23.2 The Institute shall not be liable and expressly excludes liability for:
- 23.2.1 damage to, theft and/or loss of your personal property (including but not limited to personal possessions, such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;
  - 23.2.2 for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the Institute;
  - 23.2.3 financial or other consequential loss where such loss or damage is a result of theft, fire or flood;
  - 23.2.4 any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event; and
  - 23.2.5 any losses which were not foreseeable to you and us when this Contract was formed, and losses are foreseeable if they are an obvious consequence of the Institute's breach of this Contract. The Institute does not accept liability for loss of opportunity or loss of profit.

## **24. GENERAL**

- 24.1 Upon enrolment, you will be allocated an Institute email account. All email communications from the Institute will be sent to that account and you are expected to use that account for all communications with us. You are expected to check your email account regularly. Any communication sent to you, by us, to your email account will be regarded as properly sent and received by you.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.