

# Sotheby's INSTITUTE OF ART

Sotheby's Institute of Art – London  
New York Collegiate Summer Program 2026  
Terms and Conditions

## Our Contract With You

This document sets out the terms and conditions between the Sotheby's Institute of Art – New York (the "School") and students on our New York Collegiate Summer Program (the "Program"). It contains important information and you should read these terms and conditions carefully before booking your place to ensure that you understand the contents, as these terms and conditions, together with other policies and procedures of the School, will become binding on you and us when a contract is formed between us.

## ELIGIBILITY

1. All applicants must be at least 18 years old by beginning of the Program and currently enrolled in an undergraduate university Program with a minimum cumulative 2.5 GPA (or equivalent). For non-native English speakers, we require a minimum IELTS score of 6.5, TOEFL score of 85 IBT, CEFR score of B2, or a Duolingo score of 120. Prospective applicants who are enrolled in an undergraduate university Program at the time of application but will have successfully completed their undergraduate studies by the start date of their desired Program, can contact [studyabroad@sia.edu](mailto:studyabroad@sia.edu) to inquire about their eligibility. Prospective applicants who have not yet matriculated to an undergraduate Program can contact [studyabroad@sia.edu](mailto:studyabroad@sia.edu) to inquire about their eligibility.

## ENROLMENT & PROGRAM FEES

2. You will not be able to start your studies at the School until we have received by an agreed deadline:
  - your Acceptance and Deposit Form, signed and submitted your non-refundable deposit
  - the full Program Fees
  - presentation, in person, of your passport and valid visa documentation where requiredShould you fail to pay any part of your fees after receipt of a final notice from us, the School reserves the right to withdraw our offer.
3. Full payment of the Program Fees must be made prior to the start date of the Program. The due dates for payment of fees mean that the Fees are received by us in full in cleared funds by such date. If payment is not received by the full fees due date, you have no right to participate in the Program.
4. Payment should be made via our approved payment provider. Our Finance Department will send you detailed instructions.

## **Program Fees**

5. Program Fees include Course Fees and Accommodation Fees, for those choosing the accommodation option.
6. Program Fees for the Residential Program and Non-Residential Program are as follows:

### **Residential Program**

Students live in multiple-occupancy residence halls in Manhattan

Course Fees	\$6950
Accommodation Fees	\$3950
<b>Total Program Fees</b>	<b>\$10,900</b>

### **Non-Residential Program**

Students do not receive accommodation and arrange independent housing

Course Fees	\$6950
<b>Total Program Fees</b>	<b>\$6950</b>

All students are eligible for the Early Bird Discount (\$695) if their application is received by the stated deadline.

7. Course Fees cover all activities within the curriculum, to include lectures, seminars, practical sessions, and site visits. Please note that optional activities with additional costs may be offered outside the curriculum.
8. Accommodation Fees cover the cost of housing for the duration of the Program. Accommodation in New York consists of a space within private student accommodation in Manhattan; this can range from a single room to multi-occupancy rooms. The School will communicate accommodation specifics secured for the duration of the Program with applicants during the registration process.
9. The cost of meals, travel to and from the Program, any changes in travel or accommodation plans during the Program made at the student's discretion, and all other personal expenses, are the student's responsibility.
10. Course Fees are reviewed annually; however, fees will not be amended from those advertised after you have applied for the program. Course fees are mandatory for all students.
11. In the event that Accommodation plans have to be amended in-year, the Accommodation Fees may vary dependent on the alternative arrangements available. Accommodation fees are mandatory for those who opt into the Program accommodation.
12. Unless indicated otherwise, Program Fees do not include any other services, including but not limited to, purchase of incidentals, health insurance or services, or other costs that might arise prior to or during the Program. Any additional charges incurred by the School on behalf of a student will be passed onto the student, who will be liable to reimburse the full amount incurred by the School, e.g. lost key cards.

13. All payments of Fees must be made in US Dollars. 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.

## **CANCELLATION & WITHDRAWAL**

### **Discretionary Refund Schedule**

14. The Program deposit (\$2500) and application fee (\$50) are non-refundable.

15. 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 [studyabroad@sia.edu](mailto:studyabroad@sia.edu). Depending on the date of your cancellation email, a portion of the Course Fees previously paid may be refunded, as follows:

<b>Receipt of Written Notification of Withdrawal</b>	<b>Paid Program Fees Refunded Less Non-Refundable Deposit</b>
More than eight weeks prior to Orientation	100%
Within the period between eight and two weeks prior to Orientation	60%
Within two weeks prior to Orientation	No refund

16. 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.

17. The School reserves the right to provide you with a refund of Program Fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund Program Fees under such circumstances is at the Institute's full discretion.

18. The School will make any 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.

19. No refunds will be given for early departures from a Program, once it is underway, whether voluntary or otherwise.

## **Involuntary Withdrawal**

20. Non-attendance due to illness, or for personal or professional reasons, does not entitle any student or prospective student to a refund or deferral/transfer. We will consider such requests on a case-by-case basis at our discretion.
21. If you are asked to leave the program as a result of disciplinary issues, non-payment of fees or non-attendance, as outlined in our policies and section “Termination Rights” below, the School will not refund any fees to you.

## **Withdrawal Due To Visa Issues – Non-US Students**

22. You are responsible for ensuring that you have the appropriate visa to enable you to study in the US, and the rejection of a visa application does not affect the application of these terms and conditions. The School recommends that all applicants check with the United States Department of State 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 at [studyabroad@sia.edu](mailto:studyabroad@sia.edu) to be considered for a refund of Program fees already paid (minus the deposit); you will not be entitled to any full or pro-rata refund amount of any tuition fees paid for that upcoming term. A pro-rata refund of the subsequent terms will be considered, unless:
  - You applied for a visa that does not make you eligible to study in the US on a course of study to which you booked/ accepted an offer.
  - The visa was refused due to fraudulent, misleading or omitted information, documents or activity on your part or if you provided incorrect information.

## **TERMINATION RIGHTS**

23. We may terminate this contract and your application to the School, or registration as a student, with immediate effect in writing in any one or more of the circumstances identified below:
  - If you fail to pay your Program Fees to us by the specified due date for payment, and where you fail to make good your debt;
  - If you do not meet any of the conditions set out in our offer to you, or if you cease to meet any of those conditions after the contract is formed;
  - If you do not enroll onto your Program by the relevant enrolment date;
  - If it becomes apparent that the information you have provided to us during your application, or at any stage during the term of this contract, is incorrect or misleading, including by omission of material information;
  - If you fail to comply with conditions associated with your immigration status;
  - If your continued registration with the School places the School in breach of any of our legal obligations, including under US immigration law;
  - If a decision is made to terminate your studies / registration as a student (or you are otherwise required to exit) on grounds relating to your conduct or fitness to study, for example, under the Student Code of Conduct;

- If you are in material breach of these Terms and Conditions, and/or any of the School's regulations, policies, procedures, or codes of conduct that form part of this contract;
- If your behavior, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the School's community.

24. If we terminate this contract pursuant to this section, you remain liable for any outstanding tuition fees or costs owed to the School to the date of termination. The School may at our discretion refund some or all of your Program fees. The School will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the School to terminate the contract, including where we terminate the contract as a result of disciplinary action taken by the School (provided the action by the School is not negligent, and is taken properly in accordance with the contract and the relevant procedures).

#### THE PROGRAM

25. The School aims to ensure that the student learning experience, as described on the website and student handbooks, is delivered and maintained at all times. In some circumstances, the School may have to vary the method of delivery of your Program, and in some cases, the syllabus may be altered or updated. In the unlikely event that the School discontinues your Program or changes it significantly, whether before you start your Program 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 School will provide you with support and guidance in finding an alternative Program either at the School or at another US university or institution and refund your deposit and any Program fees that you have paid.

#### EVENTS OUTSIDE OF OUR CONTROL

26. The School will do all that it reasonably can to provide your Program as described on our website and in the Program Information or other documents issued by the School 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 Program.

27. The School will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under our Contract with you if such failure, delay or the consequence of such failure or delay is caused by an act or event beyond the School's reasonable control ("Force Majeure Event"). Such events may include fire; natural disaster; acts of government; failure of suppliers or subcontractors; labor disputes or civil unrest; criminal, terrorist or threatened terrorist activities of any kind; pandemics or public health emergencies; any negligent or willful act or failure to act by any third party; or any other cause beyond the direct control of the School. In the case of a Force Majeure Event, we will contact you to advise of an alternative course of action, where possible. The School shall use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations under our Contract with you and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.

28. If a Force Majeure Event results in the complete inability to deliver your Program then you will be entitled to defer your Program, if you have not yet enrolled on to your Program, or terminate your Program with immediate effect by contacting [studyabroad@sia.edu](mailto:studyabroad@sia.edu). If you decide to terminate your Program, 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.

## PROGRAM CHANGES, CANCELLATION AND SUSPENSION

### Program Changes

29. The School will make all reasonable efforts to deliver your Program as described on the School's website. There may be occasions where due to unforeseen or unavoidable circumstances it becomes necessary to make significant changes to a Program 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;
- changes have to be made to reflect changes in standards set by relevant regulators and/or in keeping with best practice or developments related to the particular discipline/subject area;
- to deal with unavoidable changes in our academic and support staff;
- to reflect material developments in academic teaching, research and /or professional standards or requirements to ensure our course/Program content is up to date and relevant;
- student feedback or Program review clearly indicates that immediate changes be made to a course or unit;
- an unanticipated external event or issue with the buildings results in disruption to delivery;
- unexpected low recruitment to a Program/course or unit/elective means it is simply no longer viable or practical to run it;
- withdrawal of relevant accreditation.

If the School has to make such material changes to a Program, as described above, it will make students aware of these changes as early as possible.

30. If it reasonably considers it to be necessary, the School may make reasonable changes to the content, syllabus, mode of assessment, and/or timetable of your Program which:

- are not material to the overall learning outcomes of the Program (for example, moving the timing of a particular module);
- will benefit the training of you or other students (for example, enabling you or other students to benefit from additional classes with visiting professionals);
- are caused by matters outside of our control, as set out above under 'Events Outside of Our Control'; and/or
- are in order to comply with changes in the law or, as applicable, the instructions of higher education regulatory bodies, and/or any professional/statutory body.

31. Where changes to be made to Programs are not significant, the School will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimize any disruption to your studies.

32. In the unlikely event that a Program is changed significantly:

- the School will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimize any disruption to your studies;
- you will be entitled to withdraw from the Program by informing us of this intention in writing;
- if you withdraw from your Program, the School will refund Program fees and deposits paid (please note that refunds may be calculated on a pro rata basis) and we will provide you with support and guidance in finding an alternative Program either at the Institute or at another US provider.

#### **Program Cancellation and Suspension**

33. The School may cancel or suspend Programs if there are insufficient numbers of student enrolments to make a Program viable, or for any reason outside the School's control. In the unlikely event that the School cancels or suspends your Program:

- the School will consult the affected students and will take all reasonable steps to notify you at the earliest opportunity, and to minimize any disruption to your studies;
- you will be entitled to withdraw from the Program by informing us of this intention in writing;
- the School will refund Program fees and deposits paid (please note that refunds may be calculated on a pro rata basis) and we will provide you with support and guidance in finding an alternative Program either at the Institute or at another US provider.

34. If a Program that you are registered with is cancelled or postponed then the School may offer you the choice of a place on an alternative Program at no additional cost in fees payable. The alternative Program will be as close in time to the cancelled Program as we are able to provide. You will be required to nominate your alternative choice of Program within 7 days of having been notified of the change. If an alternative Program is unavailable or you do not wish to accept the offer of an alternative Program then the School will provide a full refund of your deposit and any Program Fees that you have paid.

#### **FACE-TO-FACE INSTRUCTION**

35. 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 School reserves the right to prioritize the continuity of teaching using remote online methods, with the aim of both ensuring that student learning outcomes continue to be met and the facilitation of timely completion of degree Programs. If this takes place, the School 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

36. The School is committed to having an inclusive environment that facilitates disclosure of disability and gives all students the opportunity to realize their full potential and undertakes to make reasonable adjustments in order to accommodate them.
37. The School 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 [studyabroad@sia.edu](mailto:studyabroad@sia.edu). All discussions and information regarding a disability or learning difference are treated in a confidential manner and in accordance with the School's [Privacy Policy](#).

## INTERNATIONAL STUDENTS

38. 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 visa requirements before applying. International students with questions about admissions and visa requirements may contact [studyabroad@sia.edu](mailto:studyabroad@sia.edu).

## INSURANCE

39. Students are required to have adequate health, accident, disability, and hospitalization insurance to cover themselves during their time at the School. Students recognize and accept that no part of the course fee goes toward payment of such insurance and that the School has no obligation to provide such insurance.

## PROGRAM LANGUAGE

40. Unless otherwise indicated, all Programs are taught 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. You may be asked to submit documentation with your application, demonstrating English proficiency (a minimum IELTS score of 6.5, TOEFL score of 85 IBT, CEFR score of B2, or a Duolingo score of 120). The School does not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

## STUDENT HANDBOOK & CODE OF CONDUCT

41. Acceptance of your offer of admission presumes an agreement to abide by the policies and follow the required procedures outlined in the School's Collegiate Student Handbook and our website. All students will be required to acknowledge that they have reviewed the contents of the Student Code of Conduct at the point of application. All students will be required to acknowledge that they have reviewed the contents of the Collegiate Student Handbook and agree to compliance during orientation.
42. If you fail to follow the School's Student Code of Conduct or policies, 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. In such cases, the Fees will not be refunded.
43. Students understand that should they have legal or medical problems while they are enrolled at the School, they will attend to the matter personally and with their own funds. They accept that the School will not provide any personal or financial assistance.

## ACCOMMODATION

44. Sotheby's Institute of Art - New York has secured a limited number of housing accommodations for students participating in the Program (for an Accommodation Fee). This accommodation is provided on a first come, first served basis, and program participants are therefore encouraged to indicate at the point of application if they wish to be provided with accommodation. If the requested accommodation is available, program participants will be billed accordingly. Accommodation if available is secured upon receipt of deposit payment.
45. If you opt into the Program accommodation provision, the School shall provide accommodation to you whilst you are in the Program, and you agree to abide by and comply with any and all rules and regulations of that residence. You must observe all rules and regulations regarding health and safety and security and do nothing to compromise your own or other residents' safety and security. You should also behave courteously to other residents, staff, and visitors at the accommodation. Please note that it is a requirement of the accommodation to leave the room in a clean and tidy state. If you do not comply with these requirements, you may be asked to leave the accommodation and the School shall have no further obligation to provide you with such accommodation or reimburse costs.
46. 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.
47. If you do not specify you are opting into the Program accommodation provision at the point of offer, and do not secure the housing by completing full payment of the Residential Program Fees, the School has no obligation to provide your accommodation for the duration of your Program. If you wish to request housing provided by the School after you complete your application, you may contact [studyabroad@sia.edu](mailto:studyabroad@sia.edu) with this request; submitting a request does not guarantee it will be successful.

48. Students are required to abide by and comply with all Program regulations and expectations; alternative housing and its related circumstances (e.g., delays or cancellations to travel from your accommodation) do not constitute an academic mitigating circumstance. If you choose to live outside the accommodation provided by the School, you are subject to the rules and regulations of the School's provided accommodation with regards to guest policies (including overnight guests) and general access.
49. Students who opt not to reside in the accommodation provided by the School are required to provide their local address and related contact information to the School; additional information required for visa compliance may also be requested.

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

50. 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 enrolling in the Program, you indicate your permission for us to do the following:
  - permission to use any photographs or audio or visual recordings of you or activities in which you are engaged that the School or students take in any media now known or later devised, without attribution or payment or any other consideration;
  - permission to use your 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
  - the right and ability to alter, copy, display, distribute, edit, exhibit, modify, perform, publish or create derivative works of any of the photographs or audio and visual recordings, all for the purpose of advertising, promoting, and increasing awareness of the Institute, and to inform the public about the School.
51. The School (or the student who 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.

#### **DATA PROTECTION**

52. The School may use your personal information in accordance with our Privacy Policy, which you can find [here](#).

#### **INTELLECTUAL PROPERTY**

53. As a statement of general principle Sotheby's Institute of Art - New York recognizes the student is the owner of any intellectual property rights they produce while a registered student of the School. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances.
54. 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. The School will obtain the necessary allowances and licenses for materials used that are not the property 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, course syllabi, and reading materials.

55. Any use of any such materials and documentation other than in respect of the Program requires the prior written (including by email) approval of the School. Students must not use any such materials provided by the School for any other purposes than the ones set out in these terms and conditions. Use of the School's brand, name and/or logo for any reason other than in connection with the student's participation in the Program is not permitted without the prior written agreement of the School.

#### **ASSUMPTION OF RISK**

56. Program activities may involve known and unknown risks to the Student and Student's property and that the School cannot guarantee the safety of the Student or Student's property. Any activities that Student may undertake in connection with the Program will be considered to have been undertaken with Student's approval and understanding of any and all risks involved, to the Student and the Student's property, which risks are willingly assumed by Student.

#### **LIMITATION OF LIABILITY**

57. 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.
58. 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.
59. 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.
60. 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.

61. 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. You will be responsible for such costs, which we will pass on to them as applicable.

#### **COMPLAINTS**

62. 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. The Students Complaints Procedure is available in the Student Handbook.

#### **MISCELLANEOUS**

63. This contract is between you and the School. No other party has any rights under this contract or ability to enforce any of its terms.

64. 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.

65. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment but we continue to provide the Program(s), we can still require you to make the payment at a later date.

66. 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 the Student Code of Conduct and the School's policies or failing to comply with them in a serious way.

#### **GOVERNING LAW**

67. 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.