

Sotheby's Institute of Art Study Abroad London Terms and Conditions

This document sets out the terms and conditions between Sotheby's Institute of Art – London (the "Institute") and students on our Study Abroad programme. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents, as these terms and conditions, together with other policies and procedures of the Institute, will become binding on you and us when a contract is formed between us.

These terms and conditions govern the relationship between you and the Institute. By accepting the Institute's offer of a place on the Study Abroad programme, you accept these terms and conditions in full, which, along with your offer and the Institute's rules, regulations, policies and procedures, form the contract between you and us.

These terms and conditions will become binding on you and us when you accept the Institute's offer of a place by submitting a completed Acceptance Form, and any conditions set out in your offer have been met to our satisfaction. At this point a legal contract is formed between you and the Institute on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document, and the terms and conditions set out in the policies and regulations listed in the Student Handbook and on our website (available [here](#)).

ELIGIBILITY

All applicants must be currently enrolled in an undergraduate university program. 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 to inquire about their eligibility. All applicants must be at least 18 years old by beginning of the program.

ENROLMENT & PROGRAMME FEES

You will not be able to start your studies at the Institute until we have received by an agreed deadline:

- (1) your Acceptance and Deposit Form, signed and submitted
- (2) your non-refundable deposit
- (3) the full Programme Fees
- (4) presentation in person of your passport and valid visa documentation where required

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.

Full payment of the Programme Fees must be made prior to the start date of the Programme. 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 Programme.

Payment should be made via our approved payment provider. Our Finance Department will send you (and your sponsor, as applicable) detailed instructions.

Programme Fees

Program Fees include Course Fees, Residential Fees, and Travel Fees.

- Course Fees cover all activities within the curriculum, to include lectures, seminars, practical sessions, and UK study trips. Please note that optional activities with additional costs may be offered outside the curriculum.
- Residential Fees cover the cost of housing for the duration of the programme. Accommodation in London consists of a single room in private student accommodation within Zones 1-2 in London. Accommodation for required study trips consists of a shared twin room in a three or four star hotel. If you require a single room, the Institute will invoice you for a total supplement of £300.
- Travel fees cover the costs of ground and air transport for all required study trips.

The cost of meals, all other personal expenses, or changes in travel or accommodations, are the student's responsibility.

Programme Fees are reviewed annually; however, fees will not be amended from those advertised after you have been accepted on the programme. Course, Residential and Travel fees are mandatory. In the event that travel and/or residential plans have to be amended in-year, the Residential and/or Travel Fees may vary dependent on the alternative arrangements available.

Unless indicated otherwise, Programme 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 Programme. Any additional charges incurred by the Institute on behalf of a student will be passed onto the student, who will be liable to reimburse the full amount incurred by the Institute, e.g. lost key cards.

All payments of Fees must be made in pounds sterling and are inclusive of VAT and other taxes where applicable. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

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.

CANCELLATION & WITHDRAWAL

Cancellation by You During the Cooling-Off Period

You have the right to cancel your contract with us for any reason in writing and within 14 days starting on the day after the date we emailed you to confirm your place on the programme ("Cooling-Off Period") and at least 14 days prior to the programme start date.

To exercise the right to cancel, you must inform us before the end of the Cooling-Off Period at studyabroad@sia.edu of your decision to cancel this contract by way of a clear statement. Where the Cooling-Off Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cooling-Off Period will be extended so that it ends on our next working day.

The Institute will refund any fees paid without undue delay and in any event not later than 14 days after the date on which you inform us you are cancelling this contract. The Institute will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise; in any event, you will not incur any fees as a result of the refund.

Cancellation of Programme by the Institute

If the Institute cancels your programme, it will notify you in writing as far in advance as possible and within 7 days of the programme start date. If a programme that you are registered with is cancelled or postponed then the Institute may offer you the choice of a place on an alternative programme at no additional cost in fees payable. The alternative programme will be as close in time to the cancelled programme as we are able to provide. You will be required to nominate your alternative choice of programme within 7 days of having been notified of the change. If an alternative programme is unavailable or you do not wish to accept the offer of an alternative

programme then the Institute will provide a full refund of your deposit and any course, residential, and travel fees that you have paid. Other than refunding your fees, the Institute accepts no liability for expenses or losses you or any third party may incur because of a programme's cancellation.

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

If you wish to cancel your registration to a programme after the Cooling-Off Period has expired, the Institute is not obliged to offer you an alternative programme, but may do so at its discretion (exercised in accordance with our obligations under the Equality Act 2010) and we may specify the terms of any such offer; for example, if there is a deadline for your response or if the fees for the alternative course are different. If no such alternative offer is made or if you decide to reject such alternative offer, the Institute will refund your Programme Fees in full, minus the non-refundable deposit, if your notice of withdrawal is received in writing at least eight weeks prior to the first day of your Programme. The Institute does not normally refund Programme Fees after this time.

If you withdraw during the period commencing eight weeks prior to the first day of your Programme, but outside the 14 day Cooling-Off Period, you may apply for a partial discretionary Programme Fee refund on exceptional grounds, calculated on the basis of the discretionary refund schedule set forth below. To apply, you must write to Admissions at studyabroad@sia.edu providing an explanation for your withdrawal and reasons why yours should be considered an exceptional case. You should include supporting documentation, if any, and the submission of a refund request does not guarantee it will be successful. The Institute will consider the appeal and its decision will be final. If you defer your enrolment to the next academic year during this period, after paying the deferral fee, the Institute will refund your Programme Fees in full, minus the deposit.

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

The Institute 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.

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

Discretionary Refund Schedule

The Institute will refund residential and travel fees based on the cost incurred at the date of withdrawal. For the avoidance of doubt, costs incurred include costs already committed in respect of residential accommodation and future study trips where the Institute is unable to obtain a refund following the withdrawal.

Receipt of Written Notification of Withdrawal	Paid Programme Fees Refunded Less Non-Refundable Deposit
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

Involuntary Withdrawal

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

Withdrawal Due to Visa Issues – Non-UK Students

You are responsible for ensuring that you have the appropriate visa to enable you to study in the UK and/or foreign study trip destinations. The rejection of a visa application by the British authorities does not affect the application of these terms and conditions. The Institute recommends that all applicants check with the British Embassy or British High Commission regarding their visa requirements before applying. If you are unable to obtain a visa and have supporting documentary evidence to show this, you can apply in writing to Admissions at

studyabroad@sia.edu to be considered for a refund of Programme Fees already paid (minus the deposit) as per the section entitled “Withdrawal by You (Other than During the Cooling-off Period)”, unless:

- You applied for a visa that does not make you eligible to study in the UK.
- The visa was refused due to fraudulent activity on your part or if you provided incorrect information.

Withdrawal Due to COVID-19-related Travel Restrictions – Non-UK Students

You are responsible for staying fully apprised of the COVID-related travel restrictions imposed by your home country and/or the country from which you intend to travel to the UK. If you are unable to travel due to COVID-related travel restrictions and you have supporting documentary evidence to show this, you can apply in writing to Admissions at studyabroad@sia.edu to be considered for a full refund of Programme Fees already paid (minus the deposit). You will be asked to demonstrate that:

- You took all available courses of action to mitigate any requirement to withdraw from the programme (e.g. medical guidance strictly followed, vaccination status up-to-date, compliance with testing requirements).
- You informed the Institute immediately of the announcement of any travel restrictions that may prevent your travel.

DEFERRAL OF ENROLMENT

If you wish to defer your enrolment offer to a subsequent Study Abroad programme you must officially request a deferral in writing to Admissions at studyabroad@sia.edu. Deferral requests made more than 28 days prior to the Orientation of the Study Abroad programme for which the student has been accepted will be granted at the Institute’s discretion, where places on the preferred programme are available. Deferral requests made within the period 28 to 14 days prior to the Orientation of the Study Abroad programme for which the student has been accepted will be granted at the Institute’s discretion, where places are available, incurring any costs already committed by the Institute in respect of residential accommodation and future study trips where the Institute is unable to obtain a refund following the deferral. For the avoidance of doubt, these costs will be billed in addition to the full fees for the programme to which the student has deferred. Deferrals are not possible within the period after two weeks prior to Orientation.

In the event of a deferral being granted, the Institute will retain any funds already paid. Deferral may only be granted once. In the event that a student cannot take up their deferred place, they may apply in writing to Admissions at studyabroad@sia.edu to be considered for a refund of Programme Fees already paid (minus the deposit) as per the section entitled “Withdrawal by You (Other than During the Cooling-off Period)”.

Transfers to other programmes or between campuses are not usually possible owing to the different application processes and visa requirements.

THE PROGRAMMES

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

EVENTS OUTSIDE OF OUR CONTROL

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

- strikes, lock-outs or other industrial action or disputes;
- severe weather, fire, flood, storm, tempest, explosion, earthquake, subsidence, or other natural disaster;
- civil commotion, riot, invasion;
- an actual, suspected or threatened act of terrorism;

- war (whether declared or not) or threat or preparation for war;
- acts of God, epidemic or pandemic disease, quarantine or widespread illness, governmental requisitioning, emergency planning or provision;
- restrictions imposed by government or public authorities
- national emergencies;
- failure of public utilities or transport systems
- failure of public or private telecommunications networks;

Should any such circumstances arise, we reserve the right to change or cancel parts, or all, of the programme. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

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

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

In the event that the Institute has to make significant changes to a programme, it will make students aware of these changes as early as possible. If you are significantly and adversely affected by these changes and no longer wish to enrol in the Programme as a result of these changes then you may apply for a refund of fees that you have paid, which may be granted at the Institute's discretion. The Institute accepts no liability for expenses or losses you or any third party may incur because of programme cancellation.

ONLINE PROGRAMME DELIVERY

Where programmes or parts of programmes are made available to you through the internet, you acknowledge that you have access to the relevant IT equipment, internet speed and capacity to participate in the delivery of the programmes. Additionally, given the nature of the internet, the Institute cannot guarantee that access to the Programme will be uninterrupted or error free. You also acknowledge and accept that the Institute cannot guarantee that materials and other information downloadable or printable from the Programme can be downloaded or printed within any specified time period.

FACE-TO-FACE INSTRUCTION

In the event that face-to-face teaching needs to be modified, reduced, or cancelled, due to health and safety concerns and government or other regulatory guidance and/or requirements, the Institute reserves the right to prioritize the continuity of teaching using remote online methods, with the aim of ensuring that student learning

outcomes continue to be met. If this takes place, the Institute shall not be liable to students for refunds or compensation where it has delivered its obligations to students in alternative ways in such circumstances.

STUDENTS WITH DISABILITIES

The Institute is committed to having an inclusive environment that facilitates disclosure of disability and gives all students the opportunity to realise their full potential, and undertakes to make reasonable adjustments in order to accommodate them.

The Institute welcomes applications from students with disabilities and learning difficulties. Should you have any particular requirements as a consequence of any disability, you should notify us in writing at least 45 days prior to the programme start date so that any reasonable adjustments can be considered and, if appropriate, made. We reserve the right to request medical evidence of a medical complaint or disability giving rise to the requirements. All discussions and information regarding a disability or specific learning difficulty are treated in a confidential manner and in accordance with the student privacy notice.

INTERNATIONAL STUDENTS

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

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

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

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

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

During your programme of study:

- You must inform the Institute of any changes to your personal and/or academic circumstances which might have an impact on your visa status.
- Any change of your address, visa status or passport details must be reported promptly by you to the Institute by emailing studyabroad@sia.edu.
- You are responsible for ensuring that your visa remains valid from the commencement of and for the duration of your Programme and that you apply for any necessary extension/renewal in good time.
- You will be expected to meet all the attendance requirements relevant to your Programme of study.
- Failure to comply with these requirements may lead to your suspension from the Institute and ultimately the cancellation of your place on a Programme at the Institute with your non-compliance being reported to the UKVI.

PROGRAMME LANGUAGE

Unless otherwise indicated, all Programmes 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 6.0 or TOEFL score of 78 IBT). Please be advised the TOEFL iBT Special Home Edition is not accepted for credit-awarding programs. The Institute does not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

STUDENT HANDBOOK & CONDUCT

Acceptance of your offer of admission presumes an agreement to abide by the policies and follow the required procedures outlined in the Institute's Study Abroad Student Handbook and outlined on the Admitted Students webpage. Access to the Handbook will be made available via the Admitted Students webpage and the Canvas Learning Management System and all students will be required to acknowledge that they have reviewed its contents and agree to compliance during orientation.

If you fail to follow the Institute'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 Institute's employees or contractors, or bring the Institute into disrepute through your actions, we reserve the right to remove you from the Programme or exclude you from the Institute's premises and/or, where appropriate, any accommodation provided to you by us. In such cases, the Fees will not be refunded.

ACCOMMODATION

If you opt into the Study Abroad accommodation provision, the Institute shall provide accommodation to you whilst you are in the Programme, 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 Institute shall have no further obligation to provide you with such accommodation or reimburse costs.

If you opt into the Study Abroad accommodation provision and wish to cancel the Institute's provided accommodation at a later date, you are liable for all costs paid for accommodation, and not eligible for a refund on accommodation fees.

The Institute 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 Institute's premises, the overnight accommodation, or other third-party premises or goods during the Programme.

If you do not specify you are opting into the Study Abroad housing provision at the point of application, the Institute has no obligation to provide your accommodation for the duration of your programme. If you wish to request housing provided by the Institute after you complete your application, you may contact studyabroad@sia.edu with this request; submitting a request does not guarantee it will be successful.

Students who opt not to reside in the accommodation provided by the Institute are required to abide by and comply with all Programme 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 chose to live outside the accommodation provided by the Institute, you are subject to the rules and regulations of the Institute's provided accommodation with regards to guest policies (including overnight guests) and general access.

Students who opt not to reside in the accommodation provided by the Institute are required to provide their London address and related contact information to the Institute; additional information required for visa compliance may also be requested.

PERMISSION TO USE PHOTOGRAPHIC IMAGES

Please note that the Institute (as well as students of the Institute) may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. When enrolling in the Programme, please indicate your permission for us to do the following:

- (i) permission to use any photographs or audio or visual recordings of Student or activities in which Student is engaged that the Institute or students take in any media now known or later devised, without attribution or payment or any other consideration;
- (ii) permission to use Student's 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 Institute, and to inform the public about the Institute.

The Institute (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.

PERSONAL DATA

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

INTELLECTUAL PROPERTY

As a statement of general principle Sotheby's Institute of Art - London recognises the student is the owner of any intellectual property rights they produce while a registered student of the Institute. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances.

All materials provided by the Institute in relation to the Programme (and any intellectual property rights in the same) are and remain the property of the Institute or, in case of materials belonging to third parties, of the relevant third party. The Institute will obtain the necessary allowances and licenses for materials used that are not the property of the Institute. Materials include all documentation or information provided by the Institute in relation to the Programme, including but not limited to information provided on the Institute's website, the Institute brochure, offer letters, course syllabi, reading materials, additional information and others.

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

ASSUMPTION OF RISK

The views expressed and information provided by Programme providers and staff of the Institute and all Programme materials provided to you during your Programme are intended solely for the purpose of providing you with the services in connection with the Programme. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. The Institute does not accept any liability if you do rely on such views, information, or materials for purposes other than the Programme.

You are solely responsible for determining whether the Programme is sufficient and suitable for your needs. The Institute does not provide any guarantee in respect of the standard of your abilities on completion of the Programme. To assist with your enrollment on to the Programme, you must provide all information requested in connection with the Programme. You can contact the Institute at studyabroad@sia.edu with any queries about a Programme and its details.

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

LIMITATION OF LIABILITY

Nothing in these terms and conditions will limit or exclude the liability of the Institute for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation. Otherwise, our liability to you with respect to the provision of a Programme; the cancellation, postponement, or amendment of a Programme; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of Fees received from or on behalf of you in respect of the Programme.

Further, our liability to you with respect to the provision of a Programme; the cancellation, postponement, or amendment of a Programme; any negligence; any breach of these terms and conditions; any matters arising out of or in connection with the provision of accommodation to you; or any matters arising in any other way out of the subject-matter of these terms and conditions will not extend to (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles, or property of any kind brought onto or left at the Institute's premises whether by you or any other person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

INDEMNIFICATION AND HOLD HARMLESS

You agree to indemnify, defend, and hold harmless the Institute and its officers, directors, members, employees and agents against any cost or expense (including reasonable attorney's fees) arising from any and all actions, claims, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of a breach by you of the breach of this contract or any of the policies of the Institute, or any reasonably foreseeable consequence of any act or omission on your part.

COMPLAINTS

We aim to offer the highest levels of service during the admissions process and beyond. However, should you, either as an applicant or as a registered student of the Institute, have a complaint regarding your Institute experience, you should follow the steps set out in the [Student Complaints Procedure](#). The 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. The procedure is available at: <https://www.sothebysinstitute.com/campus/student-policies-new>

MISCELLANEOUS

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

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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

We may terminate your contract with us if we consider that you are in breach of any of these terms and conditions, which includes you persistently failing to comply with and Student Code of Conduct and the Institute's policies or failing to comply with them in a serious way.

GOVERNING LAW

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the non-exclusive jurisdiction of the English courts. If you are a consumer based outside of England, you may also bring proceedings in your local courts.

ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and the Institute. No statements, promises, or representations have been made by us to you, or may relied upon, and the terms of this Agreement supersede any earlier written or oral understandings or agreements.