

Christie's Education Terms and Conditions

These terms and conditions apply to all applications, offers and acceptances of places, and subsequent enrolment on any masters programme provided by Christie's Education Limited ("Christie's Education").

The Programme

1. Christie's Education will use all reasonable endeavours to ensure that programme descriptions and statements made in the Christie's Education prospectus and other marketing material accurately reflect the nature and content of the programmes it intends to offer at the date of publication.
2. It may occasionally be necessary to make changes to a programme but Christie's Education will endeavour to keep changes to the minimum necessary to achieve the required quality of experience. We will be entitled to make non-material changes (such as changes to timing and venue of classes, and programme materials) without liability to you. Such changes will be kept to a minimum and you will be kept appropriately informed.
3. Where substantial changes to a programme become necessary or your programme is withdrawn for whatever reason prior to or after its commencement, the Student Protection Plan LINK explains what we will do to mitigate the effect of those changes. The Refunds and Compensation Policy [LINK] explains when you may be entitled to a refund of sums already paid and/or compensation. Prior to commencement of your programme, Christie's Education's liability to you in relation to such changes shall be limited to either a refund of any deposit and fees paid by you at that time for that programme or, if you prefer (and subject to availability), a transfer to another programme for which you are suitably qualified.

Applications

4. Students will be accepted on programmes at the sole discretion of Christie's Education. Christie's Education's decision in this respect is final. If you wish to challenge Christie's Education's decision, please contact the Admissions Department on applicationsUK@christies.edu
5. Christie's Education reserves the right to exclude any student from a programme if anything in their application form or accompanying documents is found to be false.

Students with Disabilities

6. Christie's Education is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Students and applicants with disabilities are encouraged to notify Christie's Education at the earliest opportunity so that any appropriate support arrangements can be

provided. Any offer that Christie's Education makes is conditional upon Christie's Education being able to implement the specific adjustments reasonably needed for you to complete your programme. We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by us. We recommend that you discuss any adjustments that you may require at the time of your application. Enquiries should be addressed to studentsuk@christies.edu.

Fees & Deposits

7. Your offer letter sets out the tuition fees for the relevant programme. It also gives an indication of other anticipated programme costs (for example, book binding). You are responsible for your own living expenses, accommodation costs and travel to attend classes or trips within the Greater London area. Where your programme includes trips outside Greater London, the travel and accommodation costs for the trip are included in your tuition fees, but you will be required to cover the cost of any travel within Greater London to the airport, station or other point of departure.
8. When you accept an offer, a deposit of 5% of the tuition fees is payable to secure your place on the programme. Where your offer is unconditional and you seek to cancel this contract, this deposit is refundable for up to a period of 14 days after you accept your offer. Where your offer is conditional and you seek to cancel this contract, this deposit is refundable for up to a period of 14 days after you accept your offer or if you subsequently fail to meet the conditions of your offer. Please refer to section below detailing your "Statutory Cancellation Right" for further information.
9. The balance of the tuition fees must be paid no later than 1st September of the relevant academic year. If you wish to pay by instalments, please see "Requests to Pay Fees by Instalments" below for further information. If you wish to apply for funding or scholarships, please see the funding and scholarship section of the student gateway for more details about eligibility and application deadlines.
10. All fees include VAT, where VAT is payable.

Requests to Pay Fees by Instalments

11. If a student wishes to pay tuition fees by instalments they must submit their request in writing to educationaccounts@christies.com, submitting proof of funds in the form of:
 - A copy of a bank statement; and/or
 - A proof of a loan being used to fund tuition fees.
12. An Instalment Plan Agreement form must be obtained, read and signed by the student and the Senior Management Accountant before 1 September in the relevant academic year.
13. The maximum permitted number of instalments in any 12 month period shall be 12.
14. Payments must be made on or before the dates stated on the Instalment Plan Agreement.
15. If a student does not pay an instalment on the due date, Christie's Education will be entitled to charge interest from the due date at a rate of 2.5% per year on the unpaid amount due. An administrative fee of £50 will be charged where any instalments have

not been paid by the designated deadline, unless late payment is due to extenuating circumstances. Please see the Extenuating Circumstances Procedure within the Assessment Regulations and Procedures for examples of what may constitute extenuating circumstances.

Statutory Cancellation Right

16. You have a statutory right to cancel this contract without giving any reason within 14 days from the day you accept the offer of a place at Christie's Education.
17. To exercise the right to cancel, you must inform Christie's Education of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). Christie's Education is happy to receive notification of cancellation by email addressed to applicationsuk@christies.edu
18. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
19. If you cancel this contract during the statutory cancellation period, Christie's Education will reimburse all payments received from you. Christie's Education will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
20. Christie's Education will make the reimbursement to the person who originally made payment and, unless expressly agreed otherwise, using the same means of payment as was used for the initial transaction; in any event, you will not incur any fees as a result of the reimbursement.
21. If your programme is due to begin within fourteen days from the date you accept the offer of a place at Christie's Education then, by accepting the offer of a place, you are expressly agreeing that the service should begin within the statutory cancellation period. If you subsequently decide to withdraw from your programme within the statutory cancellation period you may be liable to pay a proportion of your tuition fees, as set out in the Withdrawal and Deferral Policy.

Withdrawal after the statutory cancellation period and deferral

22. If you wish to do any of the following:
 - withdraw from your place on a programme after expiry of the statutory cancellation period but before commencement of your studies;
 - withdraw from a programme after commencement of your studies; or
 - defer your place to the next academic year before or after commencement of studies;
 - you will not be entitled to a refund of any deposit or other sums already paid unless certain circumstances apply. You may also be required to pay a proportion or the balance of tuition fees not yet paid. Please see the Withdrawal and Deferral Policy for full details.

Enrolment and non-payment of fees

- 23.** Each student must enrol each year. No student shall be deemed to be an enrolled student unless they have:
- completed the registration form and other required documentation during the enrolment process;
 - paid in full the relevant tuition fees for the year of study prior to 1 September or agreed a fee instalment plan with Christie's Education in accordance with the request to pay fees by instalments as stated above.
 - No student will be deemed to have completed their studies until all fees are paid. No student's name will be put forward for the award of a degree or other qualification if outstanding fees have not been paid in full.
- 24.** In the event of non-payment of fees Christie's Education will be entitled to take any of the following steps:
- if the programme has not already started, withdraw the place offered to the student and refuse to permit the student to enrol. Any deposit already paid will not be refunded;
 - withdraw tuition from a student (which may include refusing to allow the student to attend classes or participate in study trips, refusing to allow the student to sit an examination, refusing to mark a student's examination papers, refusing to submit a student's results to the relevant Examination Board) until the overdue fees have been paid;
 - exclude the student from the Christie's Education premises or any other premises where the programme may be taking place until the overdue fees have been paid; and/ or
 - refuse to allow a student to progress to graduation or the next term of a programme until an agreement has been reached on the payment of the overdue fees.
- 25.** Students experiencing difficulties should contact the Senior Management Accountant at the earliest instance.

Visas

- 26.** If you require a visa to study in the UK, it is your responsibility to ensure that you have the correct visa throughout your programme. You must comply with any conditions that apply to your visa, including attendance, and our requirements for monitoring attendance. If you fail to comply with any conditions, Christie's Education may be obliged to report this to the UK immigration authorities in order to comply with Christie's Education's own duties under immigration law. If you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission, then Christie's Education may refuse to admit or enrol you, or may suspend or terminate your studies on your programme.
- 27.** Christie's Education can issue a CAS for your visa application. Please see the CE Immigration Compliance Policy for more details.

Compliance with Student Regulations

28. By agreeing to these terms and conditions, you are also agreeing to comply with Christie's Education's Policies and Procedures . These contain some important provisions, including those outlined in the next paragraph.
29. Key provisions of the Regulations of which you should be aware include:
- Christie's Education's expectations as regards attendance, academic due diligence and academic progress and the consequences of a student's failure to meet those expectations as set out in the Student Regulations
 - Christie's Education's expectations as regards student behaviour and its rules about student's academic misconduct (including plagiarism or conduct detrimental or disruptive to the programme or other students). Breach of these rules could result in a disciplinary process and the imposition of sanctions, including exclusion from your programme. Please see the Disciplinary Regulations for more detail.
 - The steps Christie's Education may take if there are concerns about a student's health, wellbeing and fitness to study.
30. Christie's Education may update and replace the Regulations from time to time in order to ensure that we are operating efficiently for students and are meeting relevant legal and regulatory obligations. Changes to our Regulations will be appropriately notified to students. Such changes will not affect the content of your programme. Any changes will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where Christie's Education reasonably considers this to be in the interests of students or where this is required by law, by a regulatory body, or other exceptional circumstances. Christie's Education will take all reasonable steps to minimise disruption to students wherever reasonably possible.

Questions & Complaints

31. If you have any questions or concerns or would like to make a complaint with regards to the application process please contact the Admissions Department at applicationsUK@christies.edu. Or refer to admissions complaints procedures.
32. If you would like to make a complaint about a matter post enrolment a copy of our Complaints Procedures can be found on the student portal.

Data Protection

33. In relation to the information you provide to us (the 'personal data'), Christie's Education will comply with the General Data Protection Regulation and the UK Data Protection Act 2018.
34. We will hold and process your personal data and information in line with, our privacy notice. Our privacy notice also explains when we share your data with others and certain rights that you may have in relation to your personal data. You can see a copy of our privacy notice at on our website.

Liability

35. Christie's Education's liability to you shall not exceed:

- prior to commencement of your studies, the amount of deposit and any other sums paid by you; or
 - during your studies, the amount of tuition fees paid by you, provided that nothing in these terms shall exclude Christie's Education's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or (sub)contractors, fraud or fraudulent misrepresentation, wilful misconduct or any other liability which cannot be limited or excluded by applicable law.
- 36.** Christie's Education shall under no circumstances be liable for:
- damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
 - loss attributable to a breach of any procedural requirement detailed in these terms and conditions, or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met; and
 - any lost profits, loss of opportunity or other special, indirect, or consequential damages, arising out of or related to this agreement.
- 37.** Christie's Education will not be liable for matters arising which are outside its control and which could not have been foreseen or prevented even if reasonable care had been taken. This does not include events which are covered by the Student Protection Plan, but may include (although is not limited to): strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems. In circumstances where Christie's Education is unable to perform its obligations under this contract as a result of such matters, you will not be liable for continued compliance with this contract.

General

- 38.** On enrolment, you will be allocated a Christie's Education email account. All email communications from Christie's Education 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 Christie's Education e-mail account regularly. Any communication sent to you, by us, to your Christie's Education email account will be regarded as properly sent and received by you.
- 39.** These terms and conditions together with all other policies, procedures and other documents referenced in these terms or otherwise forming part of the Regulations constitute the entire agreement between the Christie's Education and the student and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 40.** No person other than the applicant or student or Christie's Education shall have any rights to enforce any of these terms and conditions.
- 41.** If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected

- 42.** These terms and conditions are governed by and construed in accordance with the laws of England & Wales and shall be subject to the exclusive jurisdiction of the courts of England & Wales.