



## US Pre-College Program Terms and Conditions

1. These terms and conditions set out the basis of your relationship with Institute for Experiential Education LLC, a division of Edconic,<sup>1</sup> ("the School", "we", "us", and/or "our") regarding your enrollment in the program identified in your offer letter ("the Program"). By registering you ("Student") to attend the Program, your parent or legal guardian ("Parent") agrees to these terms and conditions. Some of the terms of this agreement require your Parent to confirm that you will comply with important School policies, such as the Student Code of Conduct. We ask that you and your Parent take time to read through these terms and conditions and the relevant policies and that you act responsibly in meeting the expected behaviors required of you.
2. You can contact the School with any questions by emailing or calling us using the contact information in your offer letter and/or registration materials. If we have to contact you during the enrollment process, we will do so by writing to you and your Parent at the email address provided to us in your application.

### Enrollment & Program Fees

3. Your enrollment is complete only when the School confirms that we have received, by the deadlines stated in your offer letter: (1) your non-refundable initial payment, (2) full program fees, and (3) your signed Student Enrollment Form. The School reserves the right to cancel your registration if full payment is not received by three weeks prior to the start of the Program.
4. If you elect to pay through a payment plan, you are responsible for maintaining a valid and active payment method on file and ensuring that sufficient funds are available for the School to process payments in accordance with the agreed payment schedule. The School reserves the right to cancel your registration if any scheduled payment is not successfully processed when due, if you fail to maintain a valid payment method on file, or if you otherwise fail to comply with the terms of the payment plan.
5. A non-refundable initial payment is due within two weeks of receiving your acceptance letter in order to secure your registration in the Program, and full payment of the program fees is due by the due date on our invoice. If your program fees are not paid in full by this deadline, you will not be able to participate in the Program.
6. Program fees cover Program activities and practical sessions, class-session meals identified in the applicable program materials, equipment and instructional materials, and any applicable processing fee. Students are responsible for the cost of local travel to and from Program-related and extracurricular activities. For students enrolled in a residential program, accommodation and board fees cover School-arranged housing and meals identified in the applicable program materials for the duration of the Program. Non-residential catering, if offered, includes the meals identified in the applicable program materials. Travel to and from the Program is not included in these fees. Any additional charges incurred by the School on behalf of a student will be passed on to the Student's Parent, who will be liable to reimburse the full amount incurred by the School (for example, lost or unreturned key cards and room keys or room damages).
7. The program fees do not include travel, medical, or other insurance for students. The School requires that students are covered by medical insurance at the Parent's own initiative and cost. It is the Parent's responsibility to confirm that medical insurance is accepted by healthcare providers in the Program location.
8. Our Finance Department will send you detailed instructions on how to make payments. Accepted

---

<sup>1</sup> All Edconic pre-college programs are organized by Institute for Experiential Education LLC, 570 Lexington Avenue, New York NY 10022. Sotheby's Institute of Art Pre-College programs in the United States are administered by Institute of Art - New York LLC.

payment methods include credit cards and debit cards (American Express, Discover, MasterCard, Visa); bank payment (checking or savings account). Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

### **Cancellation, Withdrawal, and Refund Policy**

#### *Cancellation by you During the Cooling Off Period*

9. You have the right to cancel enrollment with us for any reason (including if you change your mind) in writing within fourteen (14) days commencing the day after the date we emailed you to confirm we accept your enrollment ("Cooling-Off Period"), provided that cancellation is received at least fourteen (14) days prior to the Program start date. You do not have to give us any reason for canceling the enrollment.
10. To exercise the right to cancel, you must inform us by email before the end of the Cooling-Off Period 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.
11. We will refund any fees paid without undue delay and in any event not later than fourteen (14) days after the date on which you inform us you are cancelling this contract.
12. We will make the refund using the same means of payment as you used for the initial transaction.

#### *Cancellation by you (Other than During the Cooling-Off Period)*

13. To withdraw from the Program for any reason after the Cooling-Off Period and prior to the Program start date, you must notify the School in writing via email.
14. The initial payment and processing fee for the Program are non-refundable.
15. Based on the date of that cancellation email, a portion of the program fees previously paid may be refunded, as set out in the following schedule:

| Date of receipt of written cancellation notification |                      | Percentage of program fees paid to be refunded (less the non-refundable initial payment and processing fee) |
|------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------|
| Winter Program                                       | Summer Program       |                                                                                                             |
| Before October 1                                     | Before February 1    | 100%                                                                                                        |
| October 2 – November 1                               | February 2 – March 1 | 60%                                                                                                         |
| November 2 – December 15                             | March 2 – April 15   | 30%                                                                                                         |
| After December 15                                    | After April 15       | 0%                                                                                                          |

Where a deadline falls on a weekend or holiday, the deadline shall be the next business day.

16. Refunds will be made using the same means of payment as you used for the initial transaction.
17. If you wish to defer your enrollment to a later term of the Program offering after the applicable refund deadlines, the School is not obliged to offer you an alternative course date or program, but we may do so at our discretion and subject to availability. If no such alternative offer is made, or if you reject any such alternative offer, the refund policy outlined above applies.
18. No refunds will be given for cancellations received 30 days or fewer before the Program start date or for late arrivals to a Program, including those due to illness, weather, or travel delays. 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.

19. Staff and student safety are integral to everything that we do at the School, and we will ensure we undertake all necessary risk assessments and precautions. The School may, at its sole discretion, make changes to cancellation and refund policies when considering the health and safety of our School community or Program participants. Cancellations and refunds for Students who must withdraw from the Program prior to their planned arrival or once it is underway because of documented illness or other health-and-safety circumstances will be considered on an individual basis. You may be asked to provide supporting documentary evidence. Under these circumstances, you may request a deferral to a later term or program offering or apply for a refund. The decision to refund program fees under such circumstances is at the School's full discretion.
20. Students who are unable to complete a course already underway as scheduled may be given options to qualify for a certificate of completion. This may include completing coursework remotely or completing a virtual course with access to an online tutor. Remote/virtual coursework must be completed within three weeks of the end of the term in which the student was enrolled. Students and families are advised to speak with the academic team to determine the appropriate option.

### **Events Outside of Our Control**

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

### **International Students**

23. You are responsible for obtaining any visas or travel authorizations required to enable your participation in the Program. We recommend that all applicants check with the United States Department of State regarding their visa or travel authorization requirements before applying.
24. In no circumstances will we issue documentation to support a visa or travel authorization application before receiving the initial payment in cleared funds from you.

### **Program Language**

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

### **Physical Condition**

26. You and your Parent attest that you are sufficiently well enough, physically and mentally, to participate in the Program. If you have been unwell prior to the Program, we ask that you make us aware prior to arrival so we can assess your suitability for the Program and put appropriate support in place if required.
27. You and your Parent agree that you will comply with the School's vaccination policy as outlined in the Student and Family Handbook. You may be asked to provide supporting documentary evidence if you request any exemptions from the School's vaccination requirements.
28. You and your Parent consent for you to receive first aid from a trained staff member, and/or for the

School and its representatives to arrange medical treatment in the event of accident, injury or illness. Your Parent is solely responsible for payment in full of all costs of medical care you may receive.

### **Special Accommodations**

29. The School welcomes applications from students with requests for special accommodations (academic, residential, ADA, and others). The School asks that you submit accommodation requests as early as possible so that any reasonable adjustments can be considered and, if appropriate, made. We reserve the right to request evidence of a condition or disability giving rise to the accommodation request.

### **Student Code of Conduct**

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

### **Residential Accommodations**

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

### **Permission to Use Photographic Images**

36. Please note that the School (as well as students of the School) may from time-to-time photograph or make audio or visual recordings of students or activities in which the students are engaged. By participating in the Program, you and your parents grant the School (i) permission to use any photographs or audio or visual recordings of Student or activities in which Student is engaged that the School or students take in any media now known or later devised, without attribution or payment or any other consideration; (ii) permission to use Student's first name and last initial, photograph, image, likeness, signature, voice, actions, and statements in such photographs or audio and visual recordings without payment or any other consideration; and (iii) the right and ability to alter, copy, display, distribute, edit, exhibit, modify, perform, publish or create derivative works of any of the photographs

or audio and visual recordings, all for the purpose of advertising, promoting, and increasing awareness of the School, and to inform the public about the School. The School (or the student that took the photograph or made the audio or visual recording) will own all right, title and interest in the photographs or audio and visual recordings.

### **Intellectual Property**

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

### **Data Protection**

38. The School is committed to protecting the privacy of its students, and a full description of your rights may be found in our privacy notice. The School may use your personal information in accordance with this policy.

### **Assumption of Risk**

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

### **Release of Claims**

40. In consideration of participating in the Program, Student and Parent agree for Student and on behalf of Student's heirs, executors, and assigns, to release and discharge the School from any and all claims which may arise from any cause whatsoever, including any negligent act or omission of the School or others.
41. Student and Parent further release and discharge the School from liability for any accident, illness, injury, loss or damage to Student or his/her personal property, or any other consequence arising or resulting directly or indirectly from Student's participation in the Program.
42. Student and Parent intend that the release of claims be complete defenses to any and all actions, claims or demands that Student, Parent or Student's heirs, executors or assigns have or may have for injuries to person or property, including death, as a result of Student's participation in the Program.

### **Indemnification and Hold Harmless**

43. Parent agrees to indemnify, defend, and hold harmless the School and its officers, directors, members, employees, and agents from and against any cost or expense (including reasonable attorneys' fees) arising from any actions, claims, or demands that Student, Parent, or Student's heirs, executors, or assigns may have against the School on account of injuries, losses, or liabilities suffered or sustained by Student, regardless of cause or fault, as a result of or in connection with Student's participation in the Program and any related activities at or away from the Program location.

### **Limitation of Liability**

44. 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.
45. 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.
46. 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.
47. 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.
48. The School does not accept any responsibility or liability in respect of any damage to or loss caused by you in breach of the relevant policies to the School's premises, the overnight accommodation, or other third-party premises or goods during the Program. Your parents will be responsible for such costs, which we will pass on to them as applicable.

#### **Other Important Terms**

49. This contract is between your parents and the School. Nobody else has any rights under this contract, or to enforce any of its terms.
50. 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.
51. 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.
52. This Agreement constitutes the entire agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. The terms of this Agreement supersede any earlier written or oral understandings or agreements between the parties.

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