



**ABIDING HEART**  
EDUCATION

TRANSFORMATIVE EXPERIENTIAL BUDDHIST LEARNING

## **Terms and Conditions** **- Online Short Courses -**

In these Terms and Conditions the following definitions shall apply:

### **1. Definitions**

**“Registration”** refers to registration for an online course made with Abiding Heart Education™ including course fees.

**“AHE”** or **“Abiding Heart”** refers to **Abiding Heart Education™**

**“Participant”** refers to any student or course participant attending any course provided by Abiding Heart.

**“Course content”** refers to all content, transmitted by video, audio, livestream, streaming of recorded material, webinar, and materials in both soft and hard copy.

### **2. Registration**

All Registrations related to all the courses offered by AHE are subject to these Terms and Conditions.

No Registration shall be treated as confirmed until the participant submits the required details and information and makes full payment of applicable fees to Abiding Heart.

### **3. Charges**

The prices displayed on the Website are applicable to each specific course as described.

### **4. Payment**

Payments of the full fees are due at the time of booking. Your booking is not confirmed until the payment is received by us.

### **5. Fees Policy**

5.1. Fees are payable in **US dollars** unless otherwise stated. Please note that **25% VAT** is applied to all fees and the fees invoice will include **3.5 - 5% bank charges per transaction**.



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5.2. **Tuition and other fees are non-refundable** and must be paid **before registration**. Students will **not be registered** until the tuition and other fees have been paid.

5.3. Fee payments shall be made punctually according to the **payment schedule**.

5.4. For Teacher Training applicants, Abiding Heart Education may offer the option of payment by **instalments in cases of need**.

5.5. Abiding Heart makes every effort to avoid errors in fee assessment and will duly notify affected students promptly should an error occur. However, not receiving said notification does not exempt a student from **payment of the corrected amounts**.

5.6. Abiding Heart reserves the right to **change fees without notice**. Students who have not completed their course when a fee change is made may be required to pay the new fees.

5.7. We reserve the right to make changes to the advertised programme as necessary. Very occasionally we may need to cancel your booking. Although we aim to give maximum notice, we reserve the right to cancel bookings at any point. In such circumstances **we will not provide a refund but we will offer the same or a very similar course/module on different dates**. We shall have no further liability to you arising out of such cancellation.

5.8. Please note that Abiding Heart Education has a **strict no-refund policy**. If a student withdraws from the course, no refund of tuition or other fees will be made.

5.9. **Covid19:** Owing to the pandemic all our courses have moved **online**. In the event the pandemic recedes and travel restrictions are lifted, students will have the option of attending **in-person** classes at the Abiding Heart Centre in Kathmandu or elsewhere around the world while those who so prefer may continue with online classes. The academic calendar will remain the same and we will offer a **blended** course to accommodate both online and in-person students. Please note that there is an additional fee for in-person lessons in the centre. Students are responsible to find and pay for their own accommodation.

## 6. Changes or Cancellation by the Centre

We reserve the right to make changes to the advertised teachers and programmes as necessary. Very occasionally we may need to cancel your booking. Although we aim to give maximum notice, we reserve the right to cancel bookings at any point. In such



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circumstances **we will not provide a refund but we will offer the same or a very similar course on different dates.** We shall have no further liability to you arising out of such cancellation.

## **7. Participant Behaviour**

Participants are requested to conduct themselves appropriately at all times and to comply with AHE procedures and/or requests with regard to conduct and respect for the Lecturers and Participants. Participants are requested to arrive punctually - whether online or in-person courses, not to disrupt the attention, comfort and enjoyment of other Participants. Participants are requested to not disturb the smooth running of the Course, or cause offence to other Participants or Lecturers.

### **7.1. Code of Conduct**

For the Abiding Heart Education community to flourish, we are called to abide by the highest standards of care, respect, ethics and the law. Participants are requested to conduct themselves appropriately at all times and to comply with AHE procedures and/or requests with regard to conduct and respect for the Lecturers and Participants. Participants are requested to arrive punctually, not to disrupt the comfort and enjoyment of other Participants, the smooth running of the Course, or cause offence to other Participants or Lecturers.

Therefore, as individuals and as a community, we agree to:

- Avoid harming others. Work for the welfare of all. Treat all with respect.
- Support each other with friendliness and kindness, keeping in mind our shared purpose.
- Bring our unique perspective and talents to the community and appreciate those of others.
- Work together in cooperative and appreciative teams.
- Listen respectfully, tell the truth, and speak with kindness and tact.
- Identify and reduce barriers for individual and/or group participation.
- Resolve differences constructively and courteously, asking for help when needed.
- Keep everyone safe.
- Identify and interrupt harassment of any kind.
- Abide by Abiding Heart's policies and Code of Conduct.



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The commitment to this Code of Conduct is our shared responsibility. Harassment and abuse of any kind are unacceptable in the Abiding Heart Education community. This pertains to Abiding Heart Education community activities. Unacceptable behaviour may be verbal, emotional, physical or sexual that is acted out, or behaviour that is suggestive or threatening in any way.

Anyone with knowledge concerning a suspected violation of this code, or any activity that could damage Abiding Heart Education's reputation, is encouraged to report this information immediately to the Student Wellbeing Coordinator or the Director. They will respond to concerns brought to their attention and will make every effort to protect the confidentiality of those reporting this information.

#### **8. Data protection information**

Abiding Heart Education will use the information provided by the participant during the booking or application process for the purpose indicated above. This information will not be disclosed to any other person or organisation, except directly in connection with the above purpose. Abiding Heart will add the participant's email to our mailing list subject to their consent. Subscribers have the right to unsubscribe from our lists at any time or to rectify their data.

#### **9. Intellectual property rights**

(a) Course content and handouts are the intellectual property of Abiding Heart Education™ and must not be copied, translated, disclosed, used, sold, or offered for sale, distributed or transmitted digitally or in print, or by any other means. Audio or video recording of any course, or part thereof, is prohibited. All documents or materials constituting the Course content and all reproductions thereof shall at all times remain the sole property of Abiding Heart Education™.

(b) The recipient or participant acknowledges that Abiding Heart Education has developed through substantial effort, research, time, and expense certain inventions, methodologies, technical know-how and copyrightable material directed and related to “a new approach to education which rests on a Buddhist paradigm, fusing Buddhist worldview, meditation and application with transformative experiential learning and aspects of Steiner/ Waldorf methodology and developmental science, to create a children's transformative experiential pedagogy that gives equal weight to the intellectual, affective, and action domains; educational research relating to the above which informs the teacher



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training curriculum and methodology as well as the children’s curricular content and learning approach; Kindergarten Teaching Diploma in Abiding Heart Education™; Primary Teaching Diploma in Abiding Heart Education™; Kindergarten Teaching Certificate in Abiding Heart Education™; Primary Teaching Certificate in Abiding Heart Education™; Transformative Experiential Buddhist Foundation Studies; Special and Inclusive education; Teaching Certificate in Transformative Experiential Buddhism and Contemplative Education for Kindergarten through to Class 8; Certificate in Child Development from Birth to Rebirth: The study of consciousness at the intersection of Buddhism, developmental science and holistic perspectives; Certificate in Learning Theories and Methodologies: Buddhist Pedagogy, the Transformative Learning Approach of Rudolf Steiner and other Contemporary Learning Theories; Certificate in As It Is: Understanding Children with Special Needs from a Buddhist and Relationship Driven Perspective with Steinerian Therapeutic Arts; Becoming: Nurturing Families Abiding Heart’s Parents Contemplative Corner; Teaching Certificate in Shedra, Buddhist Monastic College Teacher Training in Learning and Teaching Methodologies; Teaching Certificate in Charya dance for Primary ("work" or "information").

(c) The recipient or participant agrees not to use or disclose or make copies of the above-mentioned information without giving full credit and acknowledgement to Abiding Heart Education.

## **10. Images**

**10.1** Participants authorise Abiding Heart to photograph, film, record and/or otherwise capture the name, image, voice, or electronic entry, photograph and/or visual likeness of the participant (collectively “**images**”), without compensation, for use in Abiding Heart’s website, social media and in publications (such as newsletters) and/or for any informational, promotional, educational, audiovisual, exhibition, editorial, or other use. These images are the sole property of Abiding Heart and the participant waives any inspection or approval rights.

**10.2** Abiding Heart may take **screenshots** during the online sessions. The organizers will **inform participants** before taking such screenshots and the participants not wishing to appear in the screenshots may turn off their cameras during this time.

**10.3** Abiding Heart may request participants to provide **comments or feedback** on the courses in which they have participated on the understanding that AHE may reproduce these comments with the participant’s name on the Abiding Heart website, social media or in publications.



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### **11. Force Majeure**

The Centre accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, pandemic, fire or failure of electric power or internet connection.

**In the event of electrical or internet failure, AHE will reschedule the affected sessions or offer a recorded streaming of the sessions missed when feasible.**

### **12. Website Information**

While all reasonable efforts have been taken to ensure the accuracy of information on the Website, AHE reserves the right to amend, cancel or vary any of the arrangements featured on the Website without notice. **The content of the Website is the copyright of AHE, and may not be copied, reproduced, translated, published, distributed or amended for any other purpose without our prior written consent.**

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