

## Draft for information only



**Karuna Institute**  
International Training and Retreat Centre

**These are the terms and conditions upon which the Karuna Institute  
(as defined below) provides its services.**

### **Post Graduate Diploma in Mindfulness Based Core Process Psychotherapy**

#### **1 Definitions**

In these Terms and Conditions, the following terminology shall have the following meanings:

**Academic Year** means a calendar year running from 1 August in one year to 31 July in the next year. The specific dates applicable to you are set out in the Course Information Letter.

**Awarding Body** means an institution or organisation with which the Karuna Institute has an agreement in relation to the provision of Courses and/or the conferment of awards, degrees or diplomas.

**Charges** means additional payments required in association with your Course, as set out in the Course Information.

**Clinical Module** means the additional period of study as set out in the Course Information Letter.

**Contract** means the Contract formed between you and the Karuna Institute on the terms of the Contract Information.

**Contract Information** means the terms within your Course Information Letter from Karuna Institute, details of your right to cancel and the form to do so, details of the Fees, any special requirements which apply to you, the Course Conditions, and these Terms and Conditions, which together form the Contract between you and the Karuna Institute.

**Course** means a course or programme of study at the Karuna Institute.

**Course Conditions** means the conditions applicable to your particular Course, as set out in the Contract Information.

**Course Information Letter** means the letter to you setting out information about the content of your Course and details of how and where it will be delivered.

**Deposit** means the deposit sum set out in your Contract Information.

**Fees** means the fees charged by the Karuna Institute for the provision of Courses to Trainees, as set out in the Course Information.

**Fees Information** means the information about the Fees for your Course, how these are calculated, and the related payment arrangements.

**Karuna Institute** means Karuna Teachings Limited, a company registered in England with number 03828824 whose registered office is at Natsworthy Manor, Widecombe in the Moor, Newton Abbot, Devon, TQ13 7TR.

**Module** means a unit of study, details of which are set out in your Contract Information.

**Terms and Conditions** means the terms and conditions contained in this document.

**Trainee** means any person enrolled upon a course provided by the Karuna Institute.

**Website** means the Karuna Institute's website at [www.karuna-institute.co.uk](http://www.karuna-institute.co.uk).

**Withdraw** means you withdraw from the Course or you fail to attend a Module of your Course.

## **2 Your Contracts with the Karuna Institute**

### **2.1 Your Contract Information**

2.1.1 Your Contract Information confirms the particular contractual terms on which an offer is made to you.

2.1.2 When you enroll at the Karuna Institute by returning the applicable Contract Information and paying the Deposit (**Enrolment**), a contract on the terms of the Contract Information is formed between you and the Karuna Institute (the **Contract**).

2.1.3 A liability to pay the full Fees arises at Enrolment, subject to your statutory cancellation rights set out below.

2.1.4 If you enroll online, rather than face to face on Karuna Institute premises, you have a statutory right to cancel your Contract. The cancellation period will expire at the end of 14 calendar days after the day you enroll at the Karuna Institute.

2.1.5 Your Contract expires in accordance with clause 2.3 below.

### **2.2 Courses that begin within or before the statutory cancellation period**

2.2.1 If your Course has already begun or is due to begin before the end of the statutory cancellation period referred to in clauses 2.1.4, then, by accepting the offer of the place and/or by enrolling, you are expressly agreeing that the Karuna Institute's service to you should begin within the statutory cancellation period.

2.2.2 In the circumstances in clause 2.2.1, if you subsequently decide to cancel the Contract within the statutory cancellation period, you will be liable to pay a proportion of your Fees, in addition to the Deposit, to cover the period from the commencement of the Karuna Institute's service to you until the date of cancellation.

2.2.3 If you decide to cancel the Contract within the statutory cancellation period, and your Course has not yet commenced, the Deposit that has been paid will be returned to you.

### **2.3 Expiry of your Contract**

The Contract will expire, subject to the provisions for early termination in these Terms and Conditions, on the completion of your Course, whether or not you are conferred with an award from the Karuna Institute or its Awarding Body.

## **3 Admission to the Karuna Institute**

3.1.1 All applications for a place at the Karuna Institute are considered on their merits in the context of the specific and general guidance set out in the Contract Information and any special requirements as set out in clause 3.2.

3.1.2 The Karuna Institute is not obliged to provide reasons for its decisions in relation to applications.

3.1.3 All prospective Trainees will be required to declare unspent criminal convictions for violent, sexual or drug-related offences.

3.1.4 Your entry requirements will be set out in your Contract Information.

### **3.2 Special requirements**

3.2.1 Some special requirements must be complied with as a condition of a prospective Trainee obtaining their place at the Karuna Institute and other special requirements continue throughout the period of the Course. These special requirements are imposed by accrediting or professional bodies, or other third parties such as an Awarding Body.

3.2.2 Details of any current special requirements that apply will be stated in your Contract Information.

3.2.3 Variations or new special requirements may be introduced by the Karuna Institute from time to time without prior notice to Trainees if they are required by a third party or by law.

3.2.4 Failure to comply with any such special requirements may result in termination of your Contract, with the consequence that you may not be permitted to begin your Course at the Karuna Institute or you may be required to leave your Course.

## **4 Course Dates**

4.1 Trainees will be notified by the Karuna Institute of the date their Course will commence.

**4.2** The Karuna Institute aims to let participants know whether or not a course will run normally 6 weeks prior to commencement. If applicants have not heard from the Karuna Institute by this time then they should contact the office (01647 221457) to enquire as to the up-to-date status of the course.

**4.3** Trainees and prospective trainees are advised not to book any travel or other unrecoverable costs before receiving confirmation that the Course or Module will run.

**4.4** Occasionally, a Module needs to be re-scheduled due to weather or other exceptional conditions. Although the Karuna Institute tries to give good notice of this, this is sometimes not possible. In such circumstances, the Module will be re-scheduled and unfortunately travel and any other expenses cannot be refunded by the Karuna Institute. It is always advisable, if in doubt about weather or other exceptional conditions, to contact the Institute directly before travelling.

## **5 The Course Conditions**

### **5.1 Compliance with the Course Conditions**

5.1.1 You are required as a condition of accepting a place and enrolling at the Karuna Institute to abide by, and to submit to, the Course Conditions.

5.1.2 The Course Conditions are included in your Contract Information.

### **5.2 Changes to Course Conditions**

5.2.1 The Karuna Institute reserves the right to make reasonable changes to the Course Conditions where in the opinion of the Karuna Institute it will assist in the proper delivery of education and/or it is in the interests of Trainees.

5.2.2 These changes will normally come into effect at the beginning of the next Academic Year.

5.2.3 The Karuna Institute reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Trainees or it is required by law or by relevant governing bodies.

## **6 Fees, deposits, debts and refunds**

### **6.1 Fees**

6.1.1 The Karuna Institute charges Fees for the delivery of its Courses and you agree to pay these.

6.1.2 The Karuna Institute will invoice you for the Fees, to be paid on the date stipulated in the invoice.

6.1.3 If payment is not made, the provisions of clause 6.4 may come into force.

6.1.4 You are contractually obliged to pay the Fees and all other Charges on the dates they fall due from the moment the Contract is formed under clause 2.1.2.

6.1.5 Payments may be made **either** by sterling banker's draft, made out to Karuna Teachings Limited; by sterling cheque, drawn on a UK Bank made out to Karuna Teachings Limited or by debit/credit card using the CARDEX system and these must be paid by the date given by Karuna Institute's Student Finance Coordinator and before the course starts. You agree that if you decide to pay by debit/credit card then it is your responsibility to contact Ben Delfont, Finance Coordinator, in order that he can process the payment(s)

6.1.6 Karuna Institute confirms that there are no added Karuna Institute costs to the Fees, except for an annual clinical contract, accreditation application fee, individual psychotherapy and supervision, along with some course texts. These charges are set out in the Course Information and any further charges will be notified to you as you progress through the Course.

6.1.7 You should advise Course tutors of all difficulties in financial matters discussed with the Finance Officer who will in turn inform tutors of any such discussions so that there is transparency, and the Institute can establish a congruent relationship with Trainees.

## **6.2 Deposits**

6.2.1 The Karuna Institute reserves the right to require a deposit towards your Fees.

6.2.2 Details of any deposit that you are required to pay will be set out in your Contract Information.

6.2.3 Where a deposit is required your place will not be guaranteed until it is paid and the Karuna Institute reserves the right to withdraw the offer of a place on the Course without further notice to you if the deposit is not paid by the date stipulated in the Course Information.

## **6.3 Withdrawals**

6.3.1 If you Withdraw within the first three weeks of your Course start date, in addition to any statutory cancellation rights which may apply to you under clauses 2.2.3 and 2.3.3, the Karuna Institute will refund any Fees paid, but any deposit paid will be retained as a contribution towards the Karuna Institute's reasonable costs and losses.

6.3.2 If you withdraw after the first three weeks of your Course start date, but before the end of an Academic Year, refunds of Fees paid are not automatically given unless you retain a statutory right to cancel under clause 2.1.4 which entitles you to a full refund.

6.3.3 Please note that leaving the Course has interpersonal learning consequences for the training group of which each individual is a member, and financial consequences for the Karuna Institute. The latter is due to the Karuna policy of retaining a training group's membership throughout. The Institute does not therefore, unless in the exceptional circumstances of someone repeating a year or re-joining the training after a deferment, ask a group to take in new members. In some circumstances, the group will not be able to accept new members. Should a year group be reduced to fewer than 8 students it may be necessary to change the teaching format.

## **6.4 Deferment**

6.4.1 You may defer a year of the Training in exceptional circumstances (such as serious illness or bereavement) and in cases of maternity or paternity. Deferments are requested through the Faculty Committee of the Karuna Institute

6.4.2 Please note that payments do not stop during such a period and you will remain liable to pay the Fees and any other Costs.

6.4.3 If you do wish to defer your course, you must give the Karuna Institute as much notice as possible and at least by 1 January.

6.4.4 If your situation is such that a deferment of longer than one year is necessary, you must write to the Faculty Committee giving reasons for the requested extension of deferment, and at the latest in time for a decision to be made by the 1 January deadline.

6.4.5 The consequence of deferment is that to re-join the Course the relevant year group will be consulted and must agree to include a new group member on the basis of group viability. A Trainee who defers for a year needs to clarify with the Karuna Institute the exact date s/he intends to re-join the Training so that the necessary dialogue with the 'new' year group can be started as soon as possible. Both the year tutors currently teaching the group and the year tutors teaching the subsequent year will be included in this process.

## **6.5 Debts**

6.5.1 If you fail to pay any Fees by the due date specified in the invoice from the Karuna Institute, the Karuna Institute reserves the right to charge you interest on any outstanding Fees on a daily basis at an annual interest rate of 2% above the base rate of HSBC until all outstanding Fees and interest are paid.

6.5.2 The Karuna Institute reserves the right at any time during the Academic Year to withdraw you from your Course until all outstanding Fees and interest are paid and/or terminate the Contract between you and the Karuna Institute.

6.5.3 Before exercising its rights under clause 6.5.2, the Karuna Institute will give you reasonable notice of its intentions, allow you the opportunity to make representations and take those representations into account in deciding how to proceed.

6.5.4 If, at the end of an Academic Year which is not the final year of your Course, you are in debt to the Karuna Institute for Fees, the Karuna Institute reserves the right not to allow you to enroll on your Course for the next Academic Year.

6.5.5 If you are in the final year of your Course, the Karuna Institute will not release your certificate, or a letter of confirmation of award, until all Fee debts to the Karuna Institute are paid.

## **7 Awarding Bodies**

7.1 The Karuna Institute has agreements with Awarding Bodies which set out the roles and responsibilities of each in relation to your Course.

7.2 Where such responsibilities rest with the Awarding Body, the Karuna Institute excludes liability to the fullest extent permissible by law for:

- a. failure by the Karuna Institute or the Awarding Body to carry out those responsibilities;
- b. the negligent acts or omissions of the Awarding Body's staff; or
- c. circumstances beyond the Karuna Institute's or the Awarding Body's control which prevent or limit performance of the Karuna Institute's or the Awarding Body's obligations; save that the Karuna Institute does not exclude any liability for any personal injury to or death of a Trainee due to any negligent act or omission of the Karuna Institute or its staff.

**7.3** Where the Karuna Institute incurs fees, whether in respect of an Awarding Body or any professional fees (the Incurred Fees), the Karuna Institute shall notify the Incurred Fees to the Trainee in advance and the Trainee hereby agrees to indemnify and keep indemnified the Karuna Institute in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Karuna Institute arising out of, or in connection with, the Trainee's failure to pay the Incurred Fees.

## **8 Data Protection Act**

**8.1** The Karuna Institute is registered under the Data Protection Act 1998 ("**DPA 1998**") under number Z7477962 to hold personal data (as defined under the DPA 1998) ("**Personal Data**") including sensitive personal data (as defined under DPA 1998) ("**Sensitive Personal Data**") on its Trainees and third parties, such as individuals enquiring about Karuna Institute services. The Karuna Institute's entry on the register can be seen on the website of the Information Commissioner's Office.

**8.2** The Karuna Institute will only hold and use Personal Data for the purposes stated in the register entry and/or in line with the requirements of the DPA 1998.

**8.3** The Karuna Institute shall only disclose your Sensitive Personal Data with your explicit consent and/or as permitted under the DPA 1998.

**8.4** The Karuna Institute has set out a 'Data Protection Policy Statement' and procedures to ensure that you and the Karuna Institute abide by the DPA 1998 and the Karuna Institute follows good practice in its use of Personal Data and Sensitive Personal Data.

**8.5** You agree that once you are accepted onto a Karuna Institute Course, your contact details will be distributed on a participant list prior to the start date, not only to students on the same course as you, but also to other Karuna student groups and Karuna training Staff. You further agree that your details may be passed on to Karuna's Accredited Colleagues and member organization ACPP (Association of Core Process Psychotherapists). Once you are granted permission to practice you will be on our student practitioner list. This list is available to the general public.

## **9 Liability**

### **9.1 General**

9.1.1 In certain circumstances you may be required to obtain insurance, for example, professional liability insurance.

9.1.2 The Karuna Institute cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- a. all damage to your property unless it is caused by the negligence or default of the Karuna Institute or its staff;
- b. the non-return of work submitted for assessment;

- c. personal injuries or death except in so far as it is caused by the negligence of the Karuna Institute or its staff;
- d. all indirect and consequential losses, however arising; and
- e. loss of opportunity and loss of income or profit, however arising.

9.1.3 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the Karuna Institute in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of Fees paid by or on behalf of the Trainee to the Karuna Institute or the amount, if any, the Karuna Institute receives from its insurers in respect of that particular loss, whichever is the greater.

## **9.2 Exclusion of liability for events beyond reasonable control**

9.2.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under Contract if such failure or delay is due to any cause beyond that party's reasonable control.

9.2.2 This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

## **10 Termination of Contracts**

### **10.1 Termination of Contracts by the Karuna Institute**

10.1.1 The Karuna Institute may without liability terminate your Contract at any time immediately by written notice if you are in material breach of the Terms and Conditions or Course Conditions and in particular in the following circumstances:

- a. If you have provided false, incomplete or misleading information in relation to your application for admission to the Karuna Institute;
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Course;
- c. Where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction, develop a condition so that you no longer meet the occupational health requirements, or you do not have permission to remain in the UK for the purposes of study at the Karuna Institute;
- d. If you fail to meet the requirement to enroll in the first year of your Course or fail to re-enroll in subsequent years within the required timescale;
- e. If following the Karuna Institute's standard assessment processes, including any appeal process, you are judged to have failed to meet the required standard for Trainees' performance for your Course in accordance with the Course Conditions, including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements, failure to submit course work, complete assessments and/or meet Course deadlines, failure to fulfil a specified contract of Traineeship, failure to complete a mandatory placement for a Course, or failure to adhere to professional standards for training purposes;
- f. If you fail to pay any Fees or Charges by the due date specified by the Karuna Institute.

**10.2** The effect of the Karuna Institute terminating your Contract under clause 12.1.1 or under any other provision of the Terms and Conditions will be that you will either be refused enrolment to the Karuna Institute or you will be required to withdraw from the Karuna Institute immediately and you will no longer be entitled to commence or continue your Course.

**10.3** The Karuna Institute may in its absolute discretion refund or abate a proportion of any pre-paid Fees on a pro rata basis for the unexpired period of the Academic Year, subject to

the Karuna Institute retaining an amount to cover its reasonable losses and costs as a result of the termination, including any Deposit paid.

## **11 Obligations of the Karuna Institute**

- a.1 The Karuna Institute shall
- a) deliver the Training as described in advertising and publicity material.
  - b) provide all tuition, accommodation and meals for residential modules.
  - c) uphold the values of respect, fairness and support in all dealings with Trainees, always, of course, upholding principles of equal opportunity.

## **12 Notices**

Any notice served by the Karuna Institute under these Terms and Conditions and any correspondence from the Karuna Institute shall be deemed to have been served two working days after dispatching to the address notified to the Karuna Institute by you.

## **13 Changes to Terms and Conditions, severance and Contract variations**

### **13.1 Changes to Terms and Conditions**

The Karuna Institute reserves the right to make reasonable changes to these Terms and Conditions at any time.

### **13.2 Severance**

In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between you and the Karuna Institute without affecting the remaining Terms and Conditions which shall continue to be valid.

### **13.3 Contract Variations**

No variation or amendment to your Contract may be made by you without the prior written consent of the Karuna Institute.

## **14 Status of Terms and Conditions and your Contract Information**

14.1 These Terms and Conditions, and your Contract Information represent the entire agreement between you and the Karuna Institute and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the Karuna Institute.

14.2 In the event of inconsistencies between the Terms and Conditions, the Course Conditions, and the remainder of the information in your Contract Information, the Terms and Conditions shall prevail over the Course Conditions, which shall in turn prevail over the remainder of the information in your Contract Information.

14.3 Any failure of or delay by the Karuna Institute or a Trainee in relation to the exercise of its rights under the Contract shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

14.4 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.

## **15 Law and Jurisdiction**

Your Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

## **16 Headings**

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect their interpretation.