



## **PARTICIPANT CANCELLATION TERMS**

Please note, these cancellation terms are applicable in general to most Pagoda Programmes. However, you are also advised to check your Programme Agreement for specific cancellation terms that may apply to you.

### **1. INTRODUCTION**

If you wish to cancel your place on the Programme after you have signed the Programme Agreement, then you must do so **in writing via email** as soon as possible.

Please note if applicable to you, upon cancellation you may be required to refund part of the Programme Fee to the University or Grant Provider who is funding your Programme Fee when they request this from you. You should ask your University or Grant Provider for their Terms and Conditions in the case of cancellation.

### **2. TWELVE WEEKS BEFORE**

If you wish to cancel your Programme **more than twelve (12) weeks prior** to commencing the Programme, Pagoda will work with the University or Grant Provider to attempt to find a replacement Participant for the forthcoming Programme.

If a **replacement Participant IS confirmed** for the forthcoming programme, you will be **refunded the Participant Fee Contributions** (if applicable). If the cancellation is due to Extenuating Circumstances (see Paragraph 7 below), the Programme Deposit will also be refunded to you.

If a **replacement Participant CANNOT be confirmed** for the forthcoming programme, you will be offered a **fifty per cent refund** of any Participant Fee Contributions (if applicable). If the cancellation is due to Extenuating Circumstances (see Paragraph 7 below), the Programme Deposit will also be refunded to you.

### **3. SIX WEEKS OR MORE BEFORE**

If you wish to cancel your Programme **less than twelve (12) weeks but more than six (6) weeks prior** to the agreed Programme start date, Pagoda will work with the University or Grant Provider to attempt to find a replacement Participant for the forthcoming Programme.

If a **replacement Participant IS confirmed** for the forthcoming Programme, then you will be **refunded the Participant Fee Contributions** (if applicable). If the cancellation is due to Extenuating Circumstances (see Paragraph 7 below), the Programme Deposit will also be refunded to you.

If a **replacement Participant CANNOT be confirmed** for the forthcoming Programme, then Pagoda **will not refund you the Participant Fee Contributions** paid (if applicable). Pagoda reserves the right to request payment if the payment has not yet been received. If the cancellation is due to Extenuating Circumstances (see Paragraph 7 below), the Programme Deposit will also be refunded to you.



#### **4. A FEW WEEKS BEFORE**

If you wish to **cancel your Programme less than six (6) weeks prior** to the agreed Programme start date, or you withdraw from the Programme once the Programme has begun, Pagoda will not be required to find a replacement Participant, and **will not refund the Participant Fee Contributions** (if applicable) or the Programme Deposit paid. Pagoda reserves the right to request payment from you after cancellation if the payment has not yet been received by Pagoda.

#### **5. PROGRAMME ALTERATION**

If you inform Pagoda via email **more than six (6) weeks prior** to the agreed Programme start date that you cannot complete the Programme on the original programme dates stated in the signed Programme Agreement due to Extenuating Circumstances, you may (depending on availability and circumstances) be given the option to take part in an **equivalent programme on a later date** either during the same or the following academic year. In certain cases, you may be offered the **equivalent programme online** instead.

The equivalent programme offered may or not be delivered exclusively with and for other Participants that are students or graduates of your University. An offer to move you to an equivalent programme will only be made to you at the exclusive discretion of Pagoda and with prior agreement from the University. If an alternative programme is not available, or you do not accept the offer of an equivalent programme on alternative dates, then the terms in Paragraph 3 above will apply.

#### **6. KEY PROGRAMME ACTIVITIES**

If you are required to do a **Carbon Literacy Training Course as a compulsory programme activity** for the Programme, and if you cannot complete the Carbon Literacy training course and cannot provide evidence of Extenuating Circumstances for your absence (see paragraph 7 below), then the Field Trip part of your Programme will be cancelled according to the terms in Paragraph 4 above.

#### **7. EXTENUATING CIRCUMSTANCES**

**Extenuating Circumstances** will be judged at the absolute discretion of Pagoda. Pagoda reserves the right to request evidence of extenuating circumstances where applicable. Applicable extenuating circumstances will include but are not limited to university examination results, visa delays that are not the fault of the Participant, family bereavements, and medical incidents that impact your immediate ability to take part in the Programme.

#### **8. CANCELLATION BY PAGODA**

If for any reason other than those defined in Paragraph 9 below, **Pagoda cancels the Programme**, then it will use reasonable endeavours to provide a **replacement Programme for you** if Pagoda cannot deliver a replacement Programme in accordance with this Agreement to the University's reasonable satisfaction then you shall be **entitled to a full refund** of the Participant Fee Contribution (if applicable) and Programme Deposit paid in respect of the Programme that has been cancelled.



### **9. FORCE MAJEURE**

If you cannot complete your Programme or if **Pagoda cannot deliver an In-person Programme due to Force Majeure** (as defined in Clause 12 of the Programme Agreement) or due to the British Foreign, Commonwealth & Development Office (or equivalent government advice) advising against travel to the Location of the Programme, then Pagoda will use its reasonable endeavours to **deliver the equivalent Programme in an alternative location** where possible. If it is impossible to deliver the equivalent Programme in an alternative location, then Pagoda will **deliver it online**. Pagoda retains the right to alter the format of the Programme, where in our opinion; the circumstances require such an alteration. In such cases, you are obliged to accept an amendment to the Programme so long as the amended Programme suggested is in our opinion of an **equivalent nature and quality**.

### **10. TERMINATION DUE TO BEHAVIOUR**

Pagoda may **terminate your Programme** if you do not abide by the Terms and Conditions or the **Code of Conduct** in your Programme Agreement. In such cases, we have the right to **retain all payments** made by you at our discretion. Pagoda reserves the right to remove you or cancel your place on the Programme at any time prior to or during the Programme if we believe that you may **disrupt the general safety, well-being or enjoyment of the Programme**. We also reserve the right for ourselves, our representatives, employees and agents to refuse further participation to you at any time if, in our opinion, you are not fit for whatever reason to participate in the Programme (see Clause 11 Health and Safety of the Programme Agreement). In such circumstances, no refund will be made and no additional costs will be payable by Pagoda. In all cases of amendment or cancellation by Pagoda, Pagoda will not refund you for any expenses incurred by you related to the Programme, including, but not limited to, airfare, visa expenses, insurance, documentation and equipment purchases. Please note, that this list is not exhaustive.

### **11. NO CONFIRMED INTERNSHIP**

Where applicable, Pagoda will do our best to ensure you are happily matched with an Internship Host Company before the Programme Start Date (see Programme Agreement for more details). In the event that you are **not offered an internship by ANY** of the Pagoda Host Companies before the Programme Start Date, then you will be **refunded the payments** you have made.

In the event that you **choose not to accept any internship offers** that have been made to you by Pagoda Host Companies, we **reserve the right to retain any payments** you have made. This will depend on the exact circumstances but is subject to the absolute and exclusive discretion of Pagoda.

### **12. ACADEMIC CREDIT REJECTED**

Where applicable, if you choose to cancel your Programme because your **internship opportunity has not been approved for credit by your University**. Pagoda will require evidence of the rejection from the University stating that you attempted to complete all the steps required by your University to obtain academic approval.

In the event that Pagoda cannot find an alternative internship opportunity for you that will be approved for academic credit before the Programme Start Date, then you will be **refunded the payments** you have made.



### **13. LATE PAYMENT**

Should any of your **payments not be received within 7 days** of the payment due date on your invoice, Pagoda reserves the right to **cancel the Programme without refund** unless an extension of the payment due date has otherwise been agreed in writing.

*Date Effective: 11 Jan 2023*

*Last Updated: 16 Jan 2023*

*Review Date: 26 Jul 2023*