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**Terms and conditions**

**Enrolment**

1. To pre-book your place at one of our teacher training courses, and where deposit payments are required to secure your place, we require a minimum deposit of £100 to be paid. Deposits are non-refundable unless Yo-Chi Unlimited operating as Club Morgan cancels the training course. Only by making a deposit payment or payment in full is your place confirmed.
2. Early Bird prices are only applicable to training courses and services paid in full at the time of booking.
3. Full course fees must be received and acknowledged and/or pre-agreed payment plans must be up-to-date prior to the start of the relevant training course.
4. Yo-Chi Unlimited operating as Club Morgan accepts the following payment methods; cash, cheque (made payable to Club Morgan), bank transfers, payment plans (selected courses only).
5. By enrolling you are agreeing to be responsible for the payment of the applicable fees in full. You are responsible for ensuring any cost incurred in making such payment including but not limited to bank fees or transfer charges is paid by you and not us.
6. If a third party (for example, your employer, partner, spouse, parent or other relative) is paying for your fees, you are required to give the name and address of the payer in your application to enrol and ensure Yo-Chi Unlimited operating as Club Morgan is provided with written confirmation (e.g. a purchase order) from such third party confirming that they are paying your fees. Notwithstanding any third party agreeing to and/or actually paying any of your fees, you remain personally and fully responsible for the balance (if any) in the event of failure on the part of the third party to pay.

**Cancellations / Refund Policy**

1. On condition that you have not accessed the course materials you may withdraw from a course for any reason (including if you simply change your mind) within 30 days of us (or an agent acting on our behalf) enrolling. To withdraw, you must notify us in writing using durable and recordable medium (including e-mail) within those 30 days. You will then be entitled to a refund from Yo-Chi Unlimited operating as Club Morgan in respect of the fees received by us for the course you have withdrawn from less a £50 cancellation fee. In such instances you will also be responsible for any costs incurred by us such as bank fees, transfer charges or merchant service charges from processing/receiving your payment of the fees and or refunding the fees.
2. Post 30 days all payments made to Yo-Chi Unlimited operating as Club Morgan are non-refundable unless the training course is cancelled by Yo-Chi Unlimited operating as Club Morgan.
3. If you have enrolled onto a course and are then unable to attend, transfers between courses will be considered on a discretionary basis. Yo-Chi Unlimited operating as Club Morgan reserves the right to deny transfer requests. Provided the student has made a formal request to transfer, and the remaining time to the start of the course is more than 30 days from the time of receipt of the transfer request, Yo-Chi Unlimited operating as Club Morgan will consider the request. In the case of the transfer request being approved, a £50 administration and transfer fee will be applied to the balance of any monies previously paid by the student. In the case of a successful transfer request, the previously paid monies less the administration and transfer fee will be available to use against another Yo-Chi Unlimited operating as Club Morgan course up to one calendar year from the date of the first payment.
4. We reserve the right to cancel a training course or services in the event of exceptional circumstances that means we are unable to offer the event as advertised or if there are insufficient numbers booked into the event for it to be commercially viable. Should this happen you will be given a full refund of fees you have paid.
5. Yo-Chi Unlimited operating as Club Morgan reserves the right to refuse access to the relevant training courses and services, without refund of previously paid monies, to students who have not paid their course fees in full or who are in arrears on their payment plans prior to the start of the training course until such time as full course fees have been received or arrears settled.
6. Yo-Chi Unlimited operating as Club Morgan accepts no liability to refund, partially or completely, any costs incurred by the student in relation to a cancelled training courses (such as airline tickets, hotel expenses, transportation, bank fees etc.)

**Limitation of Liability**

1. It is your responsibility to ensure that you are sufficiently fit, physically, mentally and emotionally, to undertake all components of the training course or service. It is your responsibility to notify us of any pre-existing medical conditions as well as any special assistance you may reasonably require prior to enrolment or before commencing any of the exercises contained with the course and again if circumstances change throughout the period you are undertaking a training or services with Yo-Chi Unlimited operating as Club Morgan.
2. You understand that undertaking our training or service involves exercise and that the body’s reaction to exercise cannot always be predicted with accuracy. Furthermore, you acknowledge that there are risks involved in performing physical activity including but not limited to musculoskeletal strains, pain and injury, and that certain abnormal changes may occur during or following exercise which may adversely affect blood pressure, cause heart attack or even death.
3. Yo-Chi Unlimited operating as Club Morgan shall not be liable for any special or consequential damages that result from your participation in the services, events and activities offered on or through this site.

**Training Days and Course Days**

1. With your participation in our services, events and activities you give your full permission for any pictures, video and audio which are taken within the context of the service, event or activity to be used for promotion and marketing activities and material. It is your responsibility to inform Yo-Chi Unlimited operating as Club Morgan if you do not wish to be included in these pictures, video or audio.
2. Copyright: the entire content, organisation, graphics, design, compilation, magnetic translation, digital conversion, printed and other materials related to Yo-Chi Unlimited operating as Club Morgan services, events and activities are the property of Yo-Chi Unlimited operating as Club Morgan.
3. Yo-Chi Unlimited operating as Club Morgan reserves the right to change and/or cancel the dates and venues for training days. No refund of fees will be given in these circumstances. You will be able to transfer to another training day (whatever the case may be) at no extra cost to you. Yo-Chi Unlimited operating as Club Morgan is not liable in any other way for any expenses (including but not limited to travel and accommodation), costs, losses (including but not limited to loss of earnings) or other charges that you may incur as a result of such change or cancellation. Yo-Chi Unlimited operating as Club Morgan makes no guarantee that space will be available on your chosen alternative date/s.
4. You are required to conduct yourself in an appropriate manner at all workshop and training days. If you behave in a manner which in the opinion of Yo-Chi Unlimited operating as Club Morgan is threatening, abusive, offensive or otherwise unacceptable, Yo-Chi Unlimited operating as Club Morgan will have the right to bar you from that and all future training or services. You will remain liable for all the fees and no refund of fees will be given. If you behave in a manner which, in the opinion of the third party venue operator in which the training day, or course day is taking place, is threatening, abusive, offensive or otherwise unacceptable, they will have the right to take whatever action they deem appropriate, which may include banning you from that venue. If you are unable or unwilling to travel for whatever reason and at your own cost to an alternative training day venue, or course day venue on an alternative scheduled training day or course day date, you will remain liable for all the Fees and no refund of Fees will be given.

**Certification**

1. Certificates to show successful completion of a course will not be issued until after Yo-Chi Unlimited operating as Club Morgan has received payment in full for the course for which you are being certificated.
2. All certificates will be issued in the name held on our records at the date you successfully complete the course or module. It is your responsibility to inform Yo-Chi Unlimited operating as Club Morgan in writing of any change of name.
3. If you lose a certificate and require a replacement, a fee of £20 (sterling) will be payable. If you change your name or address prior to the date you successfully complete the course or module but fail to notify us and require Yo-Chi Unlimited operating as Club Morgan to issue a new certificate, a replacement fee of £20 will be payable. Please note we are unable to issue replacement certificates in a new name if the change of name occurred after the date you successfully completed the course or module.

**Privacy Policy**

(Updated 25th May 2018)

Yo-Chi Unlimited operating as Club Morgan ensures that your information is protected when you use our services. For this reason, we have a policy which states how your personal information is used and protected.

Yo-Chi Unlimited operating as Club Morgan, is the responsible party for your personal information. Your personal information is stored, maintained and used in the United Kingdom.

The purpose of this notice is to explain how Yo-Chi Unlimited operating as Club Morgan collects and uses your personal information and how we comply with data protection law. We respect the privacy of our graduates and website users and this Privacy Policy demonstrates our commitment to protecting their privacy.

In this notice, we will explain what personal information we hold, and your rights regarding this information. It’s important that you read it carefully, together with any other privacy notices and information that we provide you, from time to time. By using our website, you are accepting the terms described in this Policy.

**How do we use your personal information?**

When you provide your personal information, you give us permission to use this information to carry out our responsibilities towards you and to offer you the service that you expect from us. Firstly, when you completed a booking form to sign up to a Yo-Chi Unlimited operating as Club Morgan course. Secondly, from information you have inputted or shared on our website. Thirdly, from contacting us by email, where you would have been asked if you would like to be added to our contact list. This includes identifiable information such as your name and contact details.

We need your information in order to:

* Create your personal account with Yo-Chi Unlimited operating as Club Morgan (i.e. your name, address,date of birth and e-mail address)
* Process and ship your orders or teaching materials via our online service (i.e. your name, address, and payment information)
* Send emails for promotional purposes only, if we have your prior consent (i.e. your name and email address)
* Make contact in case of problems with the delivery of your items (i.e. telephone number, address)
* Answer your questions and inform you about new and/or changed services (i.e. your e-mail address)
* Provide you with relevant information on training opportunities and updates (i.e. your e-mail address)
* We store only very basic personal information supplied to us on the booking form. We do not store any payment details. Payments are made either by cheque or by bank transfer. We do not store any other personal information unless you have willingly added this in the application form. We store your information to perform a contract we have with you, e.g. where Yo-Chi Unlimited operating as Club Morganhas a contract with a student to provide a product or service ("Teacher Training").

We store your information no longer than is necessary to carry out our services or as long as we are obligated under law. Afterwards your personal information is removed. We cannot remove your information in case of legally-established requirements to store it, such as those with regard to bookkeeping and contractual obligations.

**What are your rights?**

You have the right to request information about the personal information that we keep about you. If the information is wrong, incomplete or not applicable you can ask us to change the information or remove it. You have the right to request annually written documentation for the personal information regarding your account. To request this information, you need to make contact withthe Club Morgan Head Office.

You can withdraw your permission for the use of your information for marketing purposes (for example sending mailings or offers). You can make contact with us via admin@club-morgan.comor Yo-chi UnlimitedHead Office:

The Old Stables, Manor Farm, West Worldham, Hants, GU34 3BD.

**Who has access to the information?**

We will never forward/sell/exchange your information to/with third parties for marketing purposes outside of Yo-chi Unlimited. Yo-chi Unlimited sends information to third parties only to fulfil our responsibilities towards you. Therefore Yo-chi Unlimitedforwards your information for example to shipping agencies in connection with shipments.

**How do we protect your information?**

We have implemented technical as well as organizational measures to protect your information against loss, manipulation, unauthorized access, etc. We continually improve our security measures thanks to technological advances and developments. At Yo-chi Unlimited we protect your information through restricting access to a small number of admin staff and not keeping paper copies of documents.

**Privacy policy for job or training applicants**

We take responsibility for all personal information that we receive in connection with the recruitment of personnel or trainees. This information is processed by an employee or partner of Yo-chi Unlimited where you sent your application and the information is kept in the United Kingdom.Yo-chi Unlimited is responsible for your personal information under the UK Law Protecting Personal Information.

When you send us a jobor training application, you give us authorization to use your personal information in an application and selection process. Yo-chi Unlimited’s policy is not to ask job or training applicants for sensitive information. We try to respond as quickly as possible to your jobor trainingapplication.

**Cookies**

A cookie is a small text file that is stored on your computer or mobile device and that is retrieved on subsequent visits to the website. Yo-chi Unlimited makes use of cookies to make your visit to our website simpler and more pleasant. We don’t use cookies to store personal information or forward information to third parties.

There are two kinds of cookies: permanent cookies and temporary cookies (session cookies). Permanent cookies are stored for maximum of 24 months as a file on your computer or mobile device. Session cookies are stored temporarily and are removed as soon as you close your browser.

We use permanent cookies when you choose the option “Remember my information” when logging in. In these cookies the start page chosen by you and your information are stored. We also use these cookies to remember which articles you selected in your shopping cart. We use session cookies when you make use of the production filter and to check if you are logged in.

You can simply remove cookies via your browser from your computer or mobile device. Consult the section “Help” in your browser for instructions about settings for cookies or the removal of cookies. You can choose to not allow cookies or you can request that you always receive a notification when a new cookie is sent to your computer or mobile device. Consider carefully that if you choose not to allow cookies you cannot use all functions on the website.

**Cookies from third parties**

We make use of cookies from third parties to collect statistics from analytical tools such as Google Analytics. It concerns here permanent as well as temporary cookies (session cookies). The information generated by the cookie about your use of the website (including your IP address), is transferred to Google and stored by them on servers in the United States. Google uses this information to monitor how you use the website, to prepare reports for website users and to offer other services regarding website activity and Internet use. Google can supply this information to third parties if Google is legally obligated to do so, or if these third parties process the information on behalf of Google. Google will not combine your IP address with other information that Google has access to. By making use of this website you give permission for the processing of the information by Google in the ways and for the purposes described previously.

**Use of Your Personal Information If You Are A Graduate**

We have a contractual and legitimate reason to keep your personal information if you have graduated from a Yo-Chi Unlimited operating as Club Morgancourse. We need to store your personal information to maintain a log of past recipients and to ensure each graduate is adhering to the Terms of Use Agreement signed at the time of booking. What makes Yo-Chi Unlimited operating as Club Morganunique is that it is preserved for the graduates and maintaining the integrity of the brand is good for all of us. For graduates of any of our courses we publish your personal information only to advertise you as a Club Morgan trained teacher for your area. ​

The information we hold about you is that which you have inputted on your booking form and/or any updates you may have requested us to make to your identity and contact data. No financial data is held.

**Third Party**

Yo-Chi Unlimited operating as Club Morganwill share your name, email, phone number with Yoga Alliance Professionals and no other third party. We cannot guarantee that Yoga Alliance Professionals will not share with any other third party. Please see their [Privacy Polic](https://www.yogaallianceprofessionals.org/about/privacy-GDPR)y. As a student of the Yo-Chi Unlimited operating as Club Morgantraining course, you consent to your contact details (name, email and phone number) being passed on to our partner, Yoga Alliance Professionals, so they can contact you directly and invite you to register as a Trainee and Teacher. You understand that you have the option of opting out of this registration process when they contact you. It is a requirement made by the Yoga Alliance Professionals for Yo-Chi Unlimited operating as Club Morgan as an Authorised Trainer to share its graduates details with them.

**User Submissions**

By signing up to a Yo-Chi Unlimited operating as Club Morgancourse you agree to the Privacy Policy and you consent to receive emails about future courses and developments. You understand that at the bottom of each email will be a working unsubscribe button and you will be automatically unsubscribed if you choose this option. The personally identifiable information you submit to Yo-Chi Unlimited operating as Club Morgan is governed by the Yo-Chi Unlimited operating as Club MorganPrivacy Policy.

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**Administrator of personal information**
**Yo-chi Unlimited Head Office**:

The Old Stables,

Manor Farm,

West Worldham,

Hants,

GU34 3BD.

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Email: admin@club-morgan.com

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