

# MNU SHOP | TERMS & CONDITIONS

As part of our brand values, we want to ensure that you are clear about the *Terms and Conditions*, so please take a moment to read the details presented below. This copy of the terms and conditions has been made available to you upon any purchases from our shop. It is also permanently available and downloadable HERE:

### **Definitions**

In these Terms, when the following words with capital letters are used, this is what they will mean:

**Terms**: the terms and conditions set out in this document;

**We/Our/Us**: means MNU Ltd Company number 10285970 whose registered office is 38 Jubilee Drive, Loughborough, Leicestershire, England, LE11 5XS with VAT registration number 257726670;

You/Your: means the Customer;

We reserve the right to change these Terms and Conditions at any time. The amended Terms will be displayed online and available for download. You will also be notified of any changes by email.

# **Shop Particulars**

- 1. We reserve the right to refuse service to anyone for any reason at any time.
- 2. A breach or violation of any of the Terms will result in an immediate termination of Your Services.
- 3. You may not use our products for any illegal or unauthorised purpose nor may You, in the use of the Service, violate any laws in Your jurisdiction (including but not limited to copyright laws).



- 4. You understand that Your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- 5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.
- 6. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for Your reference only. We reserve the right to modify the contents of this site at any time, but We have no obligation to update any information on our site. You agree that it is Your responsibility to monitor changes to our site.
- 7. The product costs will be as advertised on the website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable.
- 8. Prices for our products are subject to change without notice. As such We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- 9. From time to time a member of MNU may price up, describe, or set stock incorrectly for a product. If We discover an error for any goods you've ordered, We will tell You as soon as possible and give You the option of reconfirming Your order (at the correct price), select an alternative item (if stock is not available) or cancel Your.
- 10. Prices include VAT (where applicable), but keep in mind that there may be other taxes that You need to pay which aren't imposed by Us.
  - a. If We can't get in touch with You, We will treat the order as cancelled. If You cancel and you've already paid, We will refund You in full.
- 11. We shall not be liable to You or to any third-party for any modification, price change, suspension or discontinuance of the Service.



- 12. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- 13. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that Your computer monitor's display of any colour will be accurate.
- 14. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that We offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 15. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by You will meet Your expectations, or that any errors in the Service will be corrected.
- 16. You are responsible for providing complete and accurate billing and contact information to us.
- 17. We reserve the right to refuse any order You place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that We make a change to or cancel an order, We may attempt to notify You by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 18. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update Your account and other information, including Your email address



- and credit card numbers and expiration dates, so that We can complete Your transactions and contact You as needed.
- 19. MNU Ltd take no responsibility of any charges which You incur outside of the course fees required, e.g., debit or credit card transaction fees, late payment fees, overdraft charges and will not provide any financial relief, refund, or allowance as a result.
- 20. Should outstanding fees not be dealt with within 30 days, MNU Ltd are entitled to take legal action and share information with third party recovery agents. In addition to this, MNU Ltd may charge interest in line with the Bank of England's Base Rate +3%.
- 21. MNU Gift Vouchers can only be redeemed against the MNU Full Online or Full with Honours courses.

### **MNU Gift Voucher Particulars**

- 22. A maximum of one voucher can be applied per MNU Enrolment.
- 23. MNU Gift Vouchers cannot be used in conjunction with any other coupons or discounts
- 24. Gift vouchers can be redeemed at enrolment by entering the unique certification code provided on the voucher at checkout.
- 25. Certification codes are only valid until the expiration date specified on the gift voucher.
- 26. For any digital purchases, including but not exclusive to; gift vouchers, You have a legal right to cancel within 14 days. During this 14-day cooling off period You do not need to give any reason for deciding to cancel. We will therefore give You a full refund, provided that You have not redeemed the voucher against MNU enrolment.



### **Shipping Policy**

- 27. We use a combination of Royal Mail and selected couriers for shipping items.
- 28. We provide no guarantees on when You will receive the items, however, We will do our upmost to ship Your orders as soon as possible.
- 29. Depending on the value of Your order or address You choose, additional delivery costs may also be charged. Such additional charges will be clearly shown during the checkout process and included in the 'Total Cost'.
- 30. You agree to provide current, complete and accurate shipping details for all purchases made at our store, We hold no responsibility and will not be able to provide remuneration.
- 31. If You are unable to receive Your delivery, it is Your responsibility to arrange for redelivery or collection with the courier. If You are unable to collect the item and it is returned to Us, You will be charged the full delivery costs for the item to be re-sent.

# **Return Policy**

- 32. To be eligible for a return, please contact MNU@Mac-Nutrition.com within 30 days of receiving Your order and include the following:
  - a. Name
  - b. Order number
  - c. Reason for return
  - d. Email address used when placing the order
- 33. The item must be unused and in the same condition that You received it. It must also be in any original packaging.
- 34. A refund will automatically be applied to Your original method of payment, within 5 working days of Us receiving Your return.
- 35. You will be responsible for paying for Your own shipping costs for returning Your item so it's important to keep proof of postage.



- 36. You may be able to exchange an item depending on our stock, You will be required to cover the delivery cost to return the item. Once received we will send you a payment link to cover the additional cost of shipping your new item.
- 37. Delivery costs are non-refundable.

# **Complaints Policy**

- 38. In the rare event that it is necessary to log a complaint, please direct these immediately, in writing, to <a href="MNU@Mac-Nutrition.com">MNU@Mac-Nutrition.com</a> and a member of MNU Ltd staff will respond within 5 working days.
- 39. Should any complaint be made in public or not following the official policy above, this may be deemed to be in contravention of Our Code of Conduct.

### **General Terms**

- 40. In some limited circumstances, We may need to suspend access (in full or in part) to fix technical problems or to make necessary minor technical changes to Our website.
- 41. If You are a consumer, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us. We will not be responsible for any loss or damage that is not foreseeable.
- 42. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 43. Nothing in these Terms seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 44. Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.



- 45. We will not be responsible or liable if You are unable to access Your purchases due to any failure or delay in performing Our obligations under these Terms resulting from any cause beyond Our reasonable control including, disruption resulting from Covid19 related issues.
- 46. We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 47. We will only use Your personal data as set out in Our Privacy Policy which can be found at the following link: <a href="https://www.Mac-NutritionUni.com/privacy-policy">https://www.Mac-NutritionUni.com/privacy-policy</a>.
- 48. We may transfer (assign) Our obligations and rights under these Terms to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 49. You may not transfer (assign) Your obligations and/or rights under these Terms.
- 50. These Terms are a contract between You and Us. No other person shall have any rights to enforce any of these Terms.
- 51. If a court or other authority finds that any part(s) of these Terms are unlawful, the remaining parts will remain in full force and effect.
- 52. If We fail to take steps or delay in taking steps to enforce any of Our rights against You under these Terms, that will not prevent Us doing so at a later date, for example Our right to require You to make any payment which has become payable under these Terms.
- 53. These Terms, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.



- 54. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be governed as follows:
  - a. If You are a consumer, shall be subject to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency; and
  - b. If You are a business, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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