



## MNU ENROLMENT | TERMS & CONDITIONS

As part of our brand values, we want to ensure that you are clear about the *Terms and Conditions* of Mac-Nutrition Uni (MNU), 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 signing up to MNU. 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;

**Event:** means any in-person day, including but not limited to Mac-Nutrition LIVE Days and Residentials (Body Composition Residential and Case Studies Residential)

**Final Exams:** means MNU Summative Assessment;

**Exam Fee:** means the fees that are payable for the Final Exams;

**Exam Period:** means the period of time where You will have access to the Exams to complete the Exams; and

**Revision Period:** means the revision period notified to You when you sign up to MNU.

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.

## Qualification Particulars

1. Your enrolment on to MNU constitutes Your acceptance of all the Terms set out below.
2. Mac-Nutrition Uni (MNU) is not, nor is it affiliated with, a registered University in the United Kingdom (UK). MNU is not considered an academic degree. On successful completion of the Course Content & Final Exams, You will obtain the Level 5 Diploma in Advanced Nutrition Science, be able to use the 'MNU Certified Nutritionist' title and be able to use the post-nominals MN.Nutr after Your name.
3. Successful enrolment requires You to have completed and provided evidence of obtaining suitable pre-requisite qualifications as outlined on the Mac-Nutrition Uni website [HERE](#). You should also be 18 years or over at the time that You enrol on the course.
4. Your successful enrolment provides the opportunity to study the course MNU Full Online or MNU Full with Honours via Our online education system, and Your access to the Course Content acts as Your delivery of goods schedule.
5. The opportunity to enrol on the qualification portion, otherwise referred to as the MNU Revision and Exam Period, will be available pending full completion of the course, adherence to the Code of Conduct and upon payment of the Exam Fee.
6. The enrolment fee attributed to any course is an administration fee to secure Your place on any course and is non-refundable save where You cancel Your enrolment during the cooling off period described below.
7. Prior to the commencement of Your course, We will dispatch Your course resources folder; this, alongside Your Welcome Email, is considered Your agreement to the student-tutor contract and delivery of Our goods/services.

8. Your enrolment form is Your contractual agreement to study MNU in line with Our Terms and Conditions and Code of Conduct.
9. We estimate You will receive Your course resources folder 1–2 weeks prior to the commencement of the course. Depending on Your country of residence this can be delayed. 30 days from dispatch will need to be honoured in line with the procedures of the postal service before any further investigation can take place. This will not impact Your ability to commence online study.
10. MNU covers the cost of shipping the enrolment pack worldwide. In the event of customs charges or additional costs incurred, You will be responsible to arrange and cover the additional charges (including but not limited to: missing delivery and incorrect shipping address).
11. Your course schedule is supplied online (downloadable) and is also e-mailed to You. This acts as Your delivery of goods schedule.
12. The course fees attributed to any course are for the delivery of the content, resource(s), and student support; You are paying for the ability to study and learn with MNU. You are not paying for the qualification portion of the course, a qualification and/or the guarantee of passing; all of which are conditional upon meeting our published criteria.
13. Our suggested learning hours are 6-10 hours per week. This will differ based on individual learning styles and requirements.
14. The successful achievement of MNU relies on completing all of the compulsory content (watching MNU lectures & successfully completing corresponding tests). To maximise Your ability in successfully passing the exams, We would recommend making use of all of the resources available and areas of support provided to You. This includes where appropriate; further reading, homework tasks, supportive resources, and revision materials, as well as utilising Student Support Facebook group discussion threads and support/queries threads. Failure to utilise these may be to the detriment of Your knowledge and understanding of a topic and thus the MNU qualification.

15. We will endeavour to respond to questions in Your Student Group in a timely manner, however there is no guarantee all questions will be answered. This includes questions We deem to be outside of the scope of the course and questions where guidance or an answer has already been provided. Should support from a peer be considered sufficient, there is no requirement for an MNU member of staff to respond.
16. Facebook Messenger, Instagram and the LEARN discussion and question features will not be monitored and are not considered official means of communication with MNU staff members and therefore no service standards apply.
17. The course content is delivered within 13 months from Our advertised commencement date. Any changes to Your course duration, deferral or extension will be at the discretion of MNU Ltd.
18. Any administrative changes may be subject to additional fees. The admin fees will be clearly stated before they are charged and are at the discretion of the team (minor changes ~£32 and major changes ~£70).
19. The course is delivered online using a state-of-the-art platform. It is important to keep Your viewing device up to date to ensure You can access the Course and Final Exams. For optimal experience, We advise using a desktop or laptop (Mac or Windows). MNU Ltd take no responsibility for the technical up-keep of Your device and We advise You maintain Your security settings to ensure You are protected at all times.
20. A stable internet connection is essential for watching the lectures and completing the Final Exams. MNU Ltd is not liable for issues associated with Your computer nor internet issues during the course.
21. On rare occasions, Our IT Host and provider may be required to perform routine maintenance. This will be kept to a minimum and is important to ensure the quality of service You experience is consistent throughout.
22. The Mentoring Lab is a complimentary addition to MNU Full Online and Full with Honours during the 13-month course but is not an examinable

- component of the course. Involvement within the Mentoring Lab Facebook group is also subject to the Fair Usage Policy detailed in this document.
23. Please see Our Privacy Policy at the footer of the website [www.Mac-NutritionUni.com](http://www.Mac-NutritionUni.com) or via the following link: <https://www.Mac-NutritionUni.com/privacy-policy>.
  24. MNU Ltd reserves the right to revoke course enrolment at any time, e.g., for non-payment of fees or breach of Our Code of Conduct.

### Course Particulars | Full with Honours Only

25. Residential Days are a compulsory component of the Full with Honours course pathway. In order to achieve the Full with Honours status and title, at the point of successful graduation You must have paid for, in full in clear funds through the designated payment channels notified to You and by the date notified to You, all applicable fees and You must have attended both the Body Composition and Case Studies Residentials. Failure to attend one or both of these residentials will limit Your graduating status and title to MNU Full Online.
26. As Your place on the residential is secured with the venue at time of enrolment, and because this will have prevented another student from attending, You are not entitled to a refund for the residential and You will be required to pay an additional fee to attend an alternative date if You cannot attend the original date (confirmed at time of Enrolment). MNU Ltd will always look to support You as much as possible.
  - i. If You are no longer able to attend one or both residentials You may be entitled to downgrade Your MNU status to MNU Full Online and receive a proportional refund for the residentials. This refund will depend on the notice period You provide (see clause 157 for details).
  - ii. You are required to agree to the dates of the residentials during Your enrolment, however, if for any unforeseen reason You are no longer

able to attend, We may be able to offer You a place on a future residential, subject to availability.

27. Your place at a residential is a personal, revocable license and shall, at all times, remain Our property and subject to these Terms. We reserve the right to refuse admission.
28. If You are cancelling the Body Composition residential, the cost of the Harpenden Calipers and Anthropometric Tape will be refunded in full, regardless of the notice period given.
29. If You downgrade to Full Online, You are still entitled to the additional extras associated with the Full with Honours course and will not receive any associated reimbursement.
30. We shall use all reasonable endeavours to provide the residentials described on Our website, but We reserve the right to cancel or change the residentials for any reason including, but not limited to, situations where the residentials are under-subscribed, it becomes difficult for Us to deliver the intended content, or for other reasons resulting from circumstances or causes beyond Our reasonable control.
31. If the residentials are cancelled for reasons outside Our reasonable control no refund of the Fee will be given but Your place will be transferred to an alternative date (a place will be offered to You on the next Residential if space is available). MNU Ltd will not be liable for any expenses incurred by You in making travel arrangements to attend any residentials that are postponed or cancelled.
32. The Harpenden Calipers and Anthropometric Tape that are included in Your course fees will be delivered to You at the Body Composition Residential.
33. Your course fees include accommodation for the Saturday night of the residential Events. The accommodation provided is twin-room accommodation, sharing with another same-sex delegate and includes breakfast on the Sunday morning.

34. No additional accommodation is included; however, depending on availability You may be given the opportunity to upgrade to a single-occupancy room or book additional accommodation for the eve of the residential for an additional fee. It is Your responsibility to book any accommodation upgrades with Us ahead of the Event and by the deadline provided as We cannot guarantee availability on the day of the Event or after the deadline has passed.
35. No additional accommodation is included; however, We may offer the option to book additional accommodation through Us for the eve of the residential.
36. Lunch is provided for all Events, and an evening meal is provided on days where We provide accommodation.
37. It is Your responsibility to arrange transportation to and from the Events.

### Course Fees & Payments

38. It is Your legal responsibility to ensure all fees payable to MNU Ltd and associated partners are paid at the appropriate time.
39. Course fees and Enrolment fees are displayed on the Website prior to Your enrolment and at the checkout prior to making payment.
40. Enrolment fees will be charged at checkout. If You opt to pay as a one-off payment (rather than 13 monthly instalments), You will be charged the full course fees at checkout (this does not include the Exam Fee).
41. If You select to pay for MNU as a one-off payment You will receive additional extras, as stated on the website.
  - i. Please be aware these extras are only available if You enrol as a one-off payment. If You change from the monthly payment option to pay as a one-off payment once the course has started, You will not get access to the extras.

42. The course fees charged 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.
43. Concessionary rates and discounts are subject to change at any time without notice, at the sole discretion of Us. We reserve the right to discontinue any discount at any time and discounts cannot be applied retrospectively.
44. MNU is at liberty to request evidence of proof of Your eligibility for a discount, including but not limited to certificates, registration ID, employment cards.
45. Refunds for goods purchased under a concessionary rate, discount or promotional offer will be based on the terms of the promotional price. Your statutory rights are not affected.
  - i. In the event of a cancellation, the monetary value returned will be the value of the course at the time of the transaction, i.e. with discount applied. The reduced rate may not be valid for future enrolment.
46. The use of a discount You are not eligible to receive will result in the discount being revoked and You may be required to settle the differential amount.
47. It is Your responsibility to enter Your coupons at the checkout; We may not be able to apply a discount retrospectively.
48. A maximum of one coupon can be used per enrolment and coupons cannot be used in combination with any other offers.
49. Coupons and discounts hold no monetary value and are only valid for orders placed online.
50. You are responsible for providing complete and accurate billing and contact information to Us.
51. Failure to pay course fees may suspend access to the course until a payment is received and verified by MNU Ltd. No compensatory time will be awarded in this scenario.



52. Late payments of course fees may be required after the original end date of the course. MNU Ltd may withhold the right for any student to complete the course, receive any award or graduate until outstanding course fees are received.
53. MNU Ltd are prepared to accept sponsorships from third parties such as an employer but the liability for payment of fees remains solely and exclusively with You, the registered student. Any terminations or alterations to this sponsorship must be dealt with outside of MNU. MNU Ltd will not be involved in any discussions or agreements between You and a third-party sponsor.
54. 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 We will not provide any financial relief, refund, or allowance as a result.
55. Posted prices are inclusive of all applicable taxes. MNU Ltd is not responsible for charges or foreign exchange rates applied by Your credit card company and/or financial institution.
56. Course fees paid via monthly instalments are equivalent contributions to the course fees and LEARN access. MNU Full with Honours monthly instalments contribute to the associated costs of the residential weekends.
57. Any cancellation or termination of a course enrolment, whilst course fees remain in arrears, will require payment by You of all outstanding fees and such fees shall be considered a debt until settled.
58. 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.

## Trademarks and Trade Names

59. All trademarks, service marks, trade names, logos, and graphics (“Marks”) used in Our courses or on the Site are registered or common law trademarks of MNU Ltd and/or Martin MacDonald. You may not make any use of any Marks without the prior written consent of MNU Ltd. You indemnify MNU Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by MNU Ltd arising out of or in connection with any authorised use by You of the Marks.

## Use of Titles, Exams & Post-nominals

60. The title MNU (Mac-Nutrition Uni) Certified Nutritionist, any imagery or associated materials cannot be used unless given direct consent by MNU Ltd and having successfully completed the Final Exams. These permissions and achievement of qualifications can be rescinded at any time, e.g., if You commit any act of professional misconduct or otherwise bring the title MNU (Mac-Nutrition Uni) Certified Nutritionist into disrepute. Failure to abide by any notice of rescission issued to You by MNU Ltd may result in You being in breach of copyright law and/or committing fraud by false representation, in accordance with the 2006 Fraud Act.
61. Upon successful completion of the Final Exams, You will be able to use to use the post-nominal MN.Nutr after Your name to highlight Your Level 5 Diploma status as an MNU Certified Nutritionist.
62. To be eligible to sit the Final Exams, You will be required to meet the eligibility standards as discussed during course enrolment. Should this not be achieved during Your academic year (usually but not always 52 weeks) You may be required to pay additional fees to access the course, gain eligibility to the exams and have the opportunity to complete the

qualification. MNU Ltd has the right to alter these fees at any point during enrolment (We shall notify You in writing if we do so).

- i. The Final Exams are only available to take once You have successfully completed the mandatory course requirements (watched the lectures, completed the associated tests and any other requirements notified to You). If You do not complete the course requirements prior to the end of the Revision Period, You will not be eligible to take the Final Exams. It is Your responsibility to complete the course requirements by the end of the Revision Period. We have no liability to You if You fail to complete the course requirements in time.
  - ii. It is Your responsibility to monitor Your own eligibility status. You will incur additional administration fees should You require Us to complete manual eligibility checks to determine Your individual eligibility status.
  - iii. The Final Exams are only available to take if You abide by Our strict Code of Conduct and comply with these Terms. See 'Code of Conduct' for further details.
  - iv. If You do not meet the mandatory course requirements, You will incur additional fees to extend or re-take the course, gain eligibility to the Final Exams and have the opportunity to complete the qualification outside of the usual 52-week timeframe. We have the right to alter these fees at any point during enrolment (we shall notify You in writing if we do so).
  - v. You must agree to the separate 'MNU Assessment Terms & Conditions' in order to enrol onto the Final Exams, this document will be made available when exam eligibility has been confirmed.
63. MNU is a knowledge acquisition course. The qualification portion of the course "Final Exams" is not an integral, or compulsory, component. You may opt in (if eligible) or opt out of the exams at the end of the course but gaining the Level 5 Diploma status and being awarded the qualification is conditional to passing the Final Exams.

64. To access the qualification portion of MNU, a fee of £452 is payable prior to gaining access to the exam area on LEARN. This fee covers the administration and marking of Your exams, creation of Your final transcript & certificate and registration with Ofqual as part of Your Level 5 Diploma status, and a guaranteed place at the optional in-person Graduation Ceremony.
65. You will be granted access to a specific Exam Period, however, if You choose not to sit Your exams or are unsuccessful and require a resit, You will have 48 months from when You purchased the MNU Examination & Regulation Fee to complete Your Final Exams. After this, You will be required to re-register and pay an additional registration fee.
66. The 'Exam Fee' does not include the provision of feedback on exams, whether pass or fail. Exam feedback can only be requested as part of the resit process.
67. You must adhere to the Exam Regulations outlined prior to the commencement of the Exam Period. Plagiarism of a fellow student's exam is strictly prohibited. Un-referenced direct plagiarism of scientific literature and/or online resources during the Exam is also prohibited. If Your Final Exams are deemed to be plagiarised, You will score zero and consequently fail the Final Exams. In the event of plagiarism, examiners discretion will be used to decide whether You are granted access to resit Your exams. MNU Ltd is not liable for any resit fees incurred if a resit is granted.
68. The use of Artificial Intelligence (AI) software is strictly prohibited; to detect the use of AI, We reserve the right to utilise AI detection software. You must independently demonstrate Your own attainment and if the misuse of AI is detected in Your Final Exams, You will score zero and consequently fail the Final Exams. In the event of AI use being detected, examiners discretion will be used to decide whether You are granted access to resit Your exams. MNU Ltd is not liable for any resit fees incurred if a resit exam is granted.

69. We reserve the right to refuse entry to the Final Exams, withdraw the opportunity to complete the Final Exams or void the grade achieved in any of the Final Exams, if You breach these Terms, do not comply with Our Code of Conduct or do not pay the Exam Fees.
70. We reserve the right to revoke access to the Revision and Exam Period and Final Exams at any time if You breach these Terms, do not comply with Our Code of Conduct or do not pay the Exam Fees.
71. Final Exams must be written in English. Failure to do so may result in automatic failure.
72. MNU Ltd does not accept any responsibility for You failing the Final Exams for any reason.
73. The maximum number of Final Exam attempts that You are permitted to take is three attempts, which includes the original exam submission. Should a 'Pass' mark not be obtained after three attempts, Mac-Nutrition Uni must be repeated in its entirety before any further exam attempts are completed.
74. MNU Examinations submitted by You and annotated mark schemes will not be available for release to protect from copyright infringement.
75. MNU Ltd may introduce or alter the requirements to maintain the MNU Certified Nutritionist status via the completion of specific tasks, courses or continued professional development including but not limited to an active Mentoring Lab Membership. Reasonable notice will be provided in this scenario.
76. Having enrolled, completed or graduated from an MNU, You are not considered a partner of, in association with, or representative of, MNU Ltd in any manner and You undertake not to hold Yourself out as holding any such status.
77. MNU will act in accordance with Ofqual under the regulation of the Awarding Organisation (1<sup>st</sup>4Sport Qualifications).

78. You can contact Us by telephoning Our customer service team on 01509 215 211 or by writing to Us at [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com) or by post to The Mac-Nutrition Collective, 38 Jubilee Drive, Loughborough, LE11 5XS, UK.

## Code of Conduct

The Code of Conduct sets out the standards of conduct expected of You. It holds individuals and groups responsible for the consequences of their actions. Failure to fulfil these responsibilities may result in the withdrawal of privileges, titles, and course enrolment.

79. Behaviour not in line with the expectations of MNU Ltd and the values of Wisdom, Confidence and Integrity (as more fully described on Our Mac-Nutrition Uni website) are subject to breaching Our Code of Conduct. This includes activity in person, online or reported to Us by a third party.
80. Any student who is deemed to be prioritising profit before the health and wellbeing of their clients will not be able to take the Final Exams or hold/achieve MNU Certified Nutritionist Status.
- i. For example, selling harmful or non-evidence-based supplements for profit or associating with Multi-Level Marketing (MLM) companies, (including but not limited to, HerbaLife, Isagenix, Nutrifil, Amway, Juice Plus+, Forever Living)
  - ii. At the discretion of MNU Ltd, You may be offered the opportunity to remain on the course and develop Your knowledge and understanding of evidence-based nutrition but will not be eligible for entry to the Final Exams whilst associated with like businesses.
81. Inappropriate conduct under the code includes but is not limited to: Bullying, harassment, intimidation, threats to an individual or group, aggressive behaviour, unwelcome sexual behaviour, stealing, breaking copyright, disrupting business activities, using, accessing, or providing MNU Ltd services without authorisation, supplying false information, encouraging, or conspiring for prohibited conduct and making false

accusations or defamatory remarks against any MNU Ltd staff member or the business.

82. Failure to abide by the principle of 'First do no harm' or working outside of Your scope of practice as a student or graduate of MNU.

## Malpractice and Maladministration Policy

83. MNU is committed to providing excellent services through Our learning environment and by eliminating any suspected malpractice and maladministration in the management of Our organisation and the delivery of qualifications.
84. The use of AI is strictly prohibited. Any use of AI which means You have not independently demonstrated Your own attainment will be considered malpractice.
85. Any allegations of malpractice or maladministration should be reported and will be investigated appropriately.
  - i. To report a suspected malpractice or maladministration incident, You should complete the 'Malpractice/Maladministration Allegation Report Form' available on LEARN and submit this to [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com)
86. MNU will continually look to promote and support You as a student and graduate (where applicable). In return, it is expected of Our students and graduates to diligently and faithfully act as a promoter of MNU Ltd and the MNU values and philosophy.
87. You should not bring MNU or any of the MNU staff into disrepute; behaviour acting against the aforementioned parties publicly, rather than directly via the appropriate avenues may result in Your access to MNU and the associated support elements or ability to use the trademarked MNU Certified Nutritionist titles & associated post nominals, being restricted and/or revoked.

## Complaints Policy

88. In the rare event that it is necessary to log a complaint, please direct these immediately to MNU.
  - i. Learners must complete the 'MNU Complaints Form' available on LEARN and submit this to [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com)
  - ii. Learners wishing to make a complaint against MNU must do so within 10 days of the end of the course/programme.
  - iii. 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.

## Appeals Policy

89. Learners have the right to appeal against any assessment decision made by MNU.
  - i. Learners must complete the 'MNU Appeals Form' available on LEARN and submit this to [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com)
  - ii. Learners wishing to appeal against an assessment decision must do so within 10 days of the original decision.

## General Terms

90. 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.
91. If We need to suspend availability, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons, in which case We will inform You as soon as reasonably possible after suspension).
92. We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant content and Marks for Your personal, non-commercial purposes. The



- licence granted does not give You any rights in Our content (including any material that We may licence from third parties) or Marks. Your use of the Marks remains strictly subject to the terms of clause 58 above).
93. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the content (or any part of it) or make it available to the public.
  94. 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.
  95. If You are a business, Our liability is limited to the Course Fees paid by You.
  96. 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.
  97. 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.
  98. 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.
  99. We will not be responsible or liable if You are unable to access any Course Content or Exams due to any failure or delay in performing Our obligations under these Terms resulting from any cause beyond Our reasonable control including, in the case of Residential Days, disruption resulting from Covid19 related issues.
  100. 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 as per Clause 89.
101. We will only use Your personal data as set out in Our Privacy Policy which can be found at the following link: <https://www.Mac-NutritionUni.com/privacy-policy>.
  102. 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.
  103. You may not transfer (assign) Your obligations and/or rights under these Terms.
  104. These Terms are a contract between You and Us. No other person shall have any rights to enforce any of these Terms.
  105. 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.
  106. 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.
  107. 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.
  108. 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:
    - i. 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
    - ii. If You are a business, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Event Particulars

109. Whilst every effort is made to ensure that the full line-up of speakers deliver the Event as advertised, We reserve the right to change the published bill and/or running times without notification. This includes, but is not limited to, speakers and talk topics. Tickets are for the Event and not a specific speaker or topic.
110. In no circumstances shall We have any liability beyond the face value of the Event purchased.
111. Your place at an Event cannot be used as part of any marketing, media or sales promotion, whether commercial or non-commercial, without Our prior written consent.
112. We are unable to accept any liability for personal damages, losses, or injuries sustained at an Event save that nothing in this agreement seeks to limit or exclude Our liability for death or personal injury caused by Our negligence.
113. Any personal property brought to an Event is at Your own risk.
114. Events are strictly 18+ and operate the 'Challenge 25'. All persons wishing to attend an Event need to be 18 years of age.
115. Any persons deemed to be 'in drink' or under the influence of drugs will not be permitted entry into Our Events.
116. Strictly no alcohol, illegal substances, 'legal' highs, glass items (except small perfume bottles), candles, gas canisters, flares, knives, laser equipment/pens, BBQs, megaphones, sound making equipment, nitrous oxide, animals, fireworks, smoke canisters, poles, banners or flags are permitted.
117. Bags are subject to search and any bag that is refused entry to an Event remains the responsibility of the owner, there are no deposit facilities at Events and any bag found will be disposed of.

118. Illegal substances, drugs and/or legal highs and herbal highs will not be tolerated. Bag searches may be in operation and if You are found to be in possession or using any such substances You will be evicted from the Event site and/or be handed over to the Police.
119. Entry with any bag is at the sole discretion of Our team.
120. We reserve the right to refuse entry and to evict any attendee who We feel is behaving inappropriately at our Events. Which actions constitute 'inappropriate behaviour' is at the sole discretion of Us. Customers are to cooperate with and obey any instructions or directions given by the Event stewards, security, Our staff and/or management.
121. We shall be entitled to evict anyone resisting confiscation of any disallowed items or items which We deem to be inappropriate or anyone who is otherwise in breach of these Terms or behaving in a manner that is likely to affect the safety or enjoyment of other persons at the Event.
122. Customers are reminded that they are not to act in a way that is abusive, offensive, obscene or derogatory in nature, or defamatory to any third party.
123. We reserve the right to implement any restrictions/conditions deemed necessary before and during an Event to ensure the safe management of the Event site. You must, at all times, comply with any and all instructions given to You by Event staff.
124. Please be considerate to the people who live close to the site, especially when leaving an Event. Please keep noise to a minimum when arriving or leaving the site.
125. Strictly no trading allowed on-site without written consent.
126. Additional food can be brought into Our Events.
127. It is Your responsibility to advise Us if You have any food allergies or intolerances. Any such allergies/intolerances should be advised on the registration form.

128. Special diets for food allergies will be catered for only if they have been arranged prior to an Event and confirmed by Us in writing, otherwise We cannot accept any liability.
129. There are medical and welfare facilities on-site should You require assistance during one of Our Events. Please familiarise yourself with their location on arrival.
130. No smoking is permitted in enclosed public areas, all smoking must take place in the designated smoking area.
131. We reserve the right to alter the Terms of an Event from time to time and will publish these as and when necessary.
132. Failure to stay up to date with course fees due to failed payments or incomplete instalments may result in Your place at an Event being revoked.
133. Please note that by entering an Event, You give Your express consent to being photographed/filmed or Your sound recorded as part of the audience, and to Your name, voice and/or likeness being included within any film, photograph, audio, or audio-visual recording of the Event to be exploited in any and all media for any purpose at any time throughout the world. This may also include filming by the Police or security staff for the security of attendees at the Event or the prevention of crime. All rights in such footage will be owned by Us, the organiser or the relevant third party. Please note that You may be required to sign a disclaimer/consent form in relation to the arrangements described above as a condition of entry.
134. You also agree that any such footage may be used by Us in any and all media for any purpose at any time throughout the world, including (with the exception of CCTV or security footage) for commercial purposes, such as merchandising or videos, without payment or compensation to You.
  - i. If You wish not to be on camera, please make a member of the Mac-Nutrition team aware via email on [Info@Mac-Nutrition.com](mailto:Info@Mac-Nutrition.com)
135. You are not permitted to LIVE-stream any part of our Events (including but not limited to Facebook LIVE).

## Social Media Policy

136. You are permitted to share content from the course via social media, permitting the following:
  - a. Any images of course content must include the original branding.
  - b. The hashtag for Your intake (found in the welcome lecture) and tag (@Mac-Nutrition) must be added to the post;
  - c. Your use of course content for such purposes must be fair, proportionate, and not excessive nor undermine the integrity and/or commercial value of the course.
137. You are not permitted to add any of the Marks including, but not limited to, the MNU logo to Your posts at any point unless it has been provided by Us.

## MNU Student Social Media Competition

138. The competition is open to all MNU students of the associated intake.
  - i. There is no entry fee and no purchase necessary to enter this competition;
  - ii. An entry to this competition is defined as a social media post using the hashtag for Your intake (found in the welcome lecture).
139. By entering this competition, an entrant is indicating their agreement to be bound by these terms and conditions and any Social Media Competition terms and conditions which apply to their intake (see link to terms and conditions applicable to the intake for September 2025): [www.mac-nutritionuni.com/wp-content/uploads/2025/05/Social-Media-Competition-September-2025-Intake.pdf](http://www.mac-nutritionuni.com/wp-content/uploads/2025/05/Social-Media-Competition-September-2025-Intake.pdf)
140. The competition will run from the date of the 'Welcome lecture' of the associated intake, until 7 days after the associated results day.
141. The prize is as stated, and no cash or other alternatives will be offered. The prizes are not transferable.



- i. Prizes are subject to availability, and We reserve the right to substitute any prize with another of equivalent value without giving notice.
142. The winners will be chosen by the MNU team.
- i. The decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
  - ii. We will notify the winners at the graduation ceremony and provide information of where the prize can be collected.
  - iii. If the winner cannot attend, they will be contacted.
143. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. You agree that if You are the winner, You will, if required to do so by Us, sign an 'image rights release' form relating to the use of Your name and image in any such publicity material.

## Refunds & Your Right to Cancel | Course Particulars

144. We want You to complete Your course, but We do understand, however, that sometimes life just gets in the way or You may simply change Your mind. We set out below Your right to cancel Your course and to receive a refund of course fees in certain circumstances.
145. You have a legal right to change Your mind about participating in the course within 14 days of entering into this agreement. During this 14-day cooling off period You do not need to give any reason for deciding to cancel Your enrolment on the course. We will therefore give You a full refund of Your courses fees if You notify Us in writing that You wish to cancel Your enrolment on the course within this 14-day cooling off period, provided that You have not downloaded or streamed any of the lectures and/or any tests.
- i. The 14-day cooling off period begins from the day after the day We email You to confirm We accept Your order.
  - ii. If You notify Us in writing that You wish to cancel Your enrolment, We may remove Your access to the course immediately. Once access has been removed, You will not be able to access any part of the course, take part in any test, or receive a digital or printed certificate for the course.
  - iii. If Your enrolment pack has been dispatched to You during the 14-day cooling off period, You will be required to return this to Us (at MNU Ltd, 38 Jubilee Drive, Loughborough, Leicestershire, LE11 5XS), in order to be eligible for a full refund
    - i. If Your enrolment pack is not returned within 28 days of Your cancellation being confirmed by Us, you will not be refunded the attributed contents of the enrolment pack.
146. In addition to Your rights to cancel during 14-day cooling off period, You are eligible for a refund of the course fees (this does not include the



- enrolment fee) if You cancel Your order, as long as You have not completed (or attempted to complete) any part of the course or any tests.
147. Even if We are not at fault and the 14-day cooling off period has expired, You can still end the contract before it is completed, but You may have to pay Us compensation. You have the right to cancel enrolment at any stage of the 13 months and every case will be reviewed individually and dealt with accordingly. If You pay by monthly instalments, Your payments will halt within 7 working days of You notifying Us.
  148. After stating You wish to cancel Your course enrolment, there is a limit to the time period in which You can claim a refund for, after stating Your intention to cancel. You cannot have access to & or complete elements (months and/or modules) of the course and retrospectively apply for a refund. We will however refund to You any advance payment You have made for elements (months and/or modules) which will not be provided to You as a result of Your cancellation of Your enrolment on the course.
  149. If You have paid for Your course in full at enrolment, and after the 14-day cooling off period has expired, You proceed to cancel your enrolment You will receive a refund of Your course fees (excluding enrolment fee) minus the number of months You have been enrolled for, plus any additional benefits You have received and any physical and/or digital products You have consumed.
  150. If You cancel before the course start date, You will be required to return Your course resources pack to MNU Ltd, at Your own postal charge and additional administration fees may apply.
  151. In order to cancel Your enrolment on the course, You must contact Us in writing (email the customer service team at [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com)) stating Your request to cancel. We will be in contact with You via email within 7 days to confirm Your cancellation. Your access to MNU and the associated support elements (Mentoring Lab and Student Facebook Group) will cease within 14 days of You notifying Us of Your cancellation.

152. In the event that We cancel Your enrolment on the course as a result of any breach by You of the Code of Conduct, You are not entitled to, and We are not required to provide a refund. Any request made by You for a partial or full refund based on mitigating circumstances, will be reviewed by Us and any decision to award a partial or full refund will be determined by Us in our sole and absolute discretion.
153. You will be contacted in writing (via email), to inform You of Your breach and any consequential removal from the course within 28 days of Us being made aware of Your breach of the Code of Conduct. Your access to MNU and the associated support elements (Mentoring Lab and Student Facebook Group) will cease within 14 days of You being contacted.

### Refunds & Your Right to Cancel | Event Particulars

154. We want You to attend Our Events, but We do understand, however, that sometimes life just gets in the way or You may simply change Your mind. We set out below Your right to cancel Your place at an Event and to receive a refund of fees in certain circumstances.
155. Complimentary Mac-Nutrition LIVE Day places that are included in Your course fees are non-refundable. You are permitted to transfer Your place to a third party at any time if You notify Us in writing to confirm such transfer.
156. For Full with Honours students, depending on the notice period provided, You will be eligible for the following refunds for the residential portion of the total fees:

#### Body Composition

Notice Period	% Refund of Residential Fees	Total Refund*
91 days +	75%	£457.75
90 days - 61 days	50%	£385.50
< 60 days	0%	£241

\*Calculations relate to the proportional refund for the residential fees, plus a full refund for the cost associated with the Harpenden Calipers & anthropometric tape (£241).

## Case Studies

Notice Period	% Refund of Residential Fees	Total Refund
121 days +	75%	£336.75
120 days – 91 days	50%	£224.50
90 days – 61 days	25%	£112.25
< 60 days	0%	£0

157. If We are able to successfully fill Your place at the residential with another student, We may be able to offer You an additional 25% of the associated residential fees (regardless of the notice period).
158. In order to cancel Your place at an Event, You must contact Us in writing (email the customer service team at [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com)) stating Your request to cancel and Your notice will be deemed to take effect from the date of receipt. We will be in contact with You via email within 7 days to confirm Your cancellation.
159. No Event refunds will be made under any circumstances if the Event is cancelled for any reason including ‘force majeure’ (‘force majeure’ meaning any cause beyond Our reasonable control including, but without limitation, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, adhering to regulations or advice from national or local governments or Police or similar, third party injunctions, national defence requirements etc.).
  - i. We will not be liable to You for failure to perform any of Our obligations to the extent that the failure is caused by ‘force majeure’.
160. We will not refund any fees associated with Your place at an Event if You miss all or part of an Event due to Your late arrival, for any reason, including but not exclusive to; illness (e.g., positive Covid test), weather or travel disruptions, injury etc.

161. In the case of cancellation, personal arrangements (including, but not limited to; travel, subsistence, accommodation etc.) relating to the Event which have been arranged by You are at Your own risk and We shall not be liable for any losses incurred from personal arrangements or wasted expenditure.
162. Covid Policy - if the Event is unable to run, or Your government restricts travel outside of Your country, You will be eligible to apply for a refund or transfer to a future Event. This does not include any personal reasons as to why You cannot travel and/or attend.
  - i. If local government travel restrictions prevent You from travel, We will refund or defer Your place at an Event as a gesture of good faith.
  - ii. You may be required to produce a certificate of Your Covid vaccination status or proof of a negative Covid test as a condition of entry to an Event. We shall not be liable for any losses incurred from not meeting Covid entry requirements.
163. In the Event that We cancel Your place at an Event as a result of any breach by You of the Code of Conduct, You are not entitled to, and We are not required to provide a refund. Any request made by You for a partial or full refund based on mitigating circumstances will be reviewed by Us and any decision to award a partial or full refund will be determined by Us in our sole and absolute discretion.
164. For any breach of the Code of Conduct, You are not entitled to and We are not required to provide a refund.

### **The Mac-Nutrition Mentoring Lab - Fair Usage Policy**

165. The Mac-Nutrition Mentoring Lab Community is a complimentary feature of MNU Full Online and MNU Full with Honours. To ensure all paying members of the Mentoring Lab and those who receive access as part of MNU have a fair opportunity to share their thoughts, post their questions and absorb the vast amount of information provided within the Mentoring

Lab, MNU Ltd employ a fair usage policy that relates to the number of posts made on a weekly basis. We reserve the right to decide on the specified number, however more than 1 post per day will be deemed excessive. If the Fair Usage Policy is considered to have been infringed, Your right to post/comment may be removed (until further notice) prior to removal from The Mentoring Lab if the policy is breached on multiple occasions.

## Insurance

166. To be eligible for insurance You must successfully complete the Final Exams for either MNU Full Online or MNU Full with Honours. It is important to note, We are not an insurer, nor are We an insurance broker. We have secured Your ability to gain insurance to practice as an MNU Certified Nutritionist in territories listed [HERE](#). If the country in which You reside is not listed, We are currently working with Our insurers to extend the policy but You would not be eligible to gain insurance via MNU at the time of writing. The ability to hold insurance in Your territory does not override any local, state, or national laws regarding the practice of nutrition or any related activity. MNU Ltd cannot be held responsible for any contraventions of these rulings and nor can the advice be considered legal advice. You are responsible for ensuring that You comply with all local legal and regulatory requirements which apply to the practice of nutrition or any related activity.

**MNU Ltd, 38 Jubilee Drive, Loughborough, Leicestershire, LE11 5XS**  
Email: [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com) Telephone: 01509 215 211

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