



SUMMATIVE ASSESSMENT | TERMS & CONDITIONS

As part of our brand values, we want to ensure you are clear about the Terms and Conditions of your MNU Summative Assessment, so please take a moment to read the details presented below.

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;

You/Your: means the Customer;

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 that 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 Your course.

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.

Final Exams | Eligibility

1. The Final Exams are only available to take once You have successfully completed the mandatory course requirements (watched the lectures, completed the associated quizzes 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.
2. The Final Exams are only available to take if You abide by Our strict Code of Conduct and comply with clause 1 above and these Terms. See 'Code of Conduct' for further details.
 3. 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 course outside of the usual timeframe. We have the right to alter these fees at any point during enrolment.
 4. 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.
 5. 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.

MNU Revision and Exam Period Particulars

6. MNU Ltd is not, nor is it affiliated with, a registered University in the United Kingdom (UK). On successful completion of the Final Exams, you will obtain a Level 5 Diploma in Advanced Nutrition Science. This is not considered an academic degree.
7. The Exam Fee must be paid in full in clear funds through the designated payment channels notified to You and by the date notified to You to secure Your entrance to the Final Exams and is non-refundable.
8. The Exam Fee attributed to the Revision Period and Exam Period is for continued access to Your student LEARN account, continued access to Your Student Support Facebook Group, access to the Final Exams, marking of Your Final Exams, along with the qualification and associated title if successful. The fee does not in any way guarantee a pass.

9. Selecting 'Yes' to the Terms and purchasing the Final Exams product is Your contractual agreement to complete the Final Exams in line with these Terms and Code of Conduct.
10. Your Revision Period and Exam Period is supplied online and Your access to the Final Exams completes Our contractual obligation to deliver the Final Exam content to You.
11. The successful achievement of MNU relies on completing all of the compulsory content (watching all of the 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.
12. We do not accept any responsibility for You failing the Final Exams for any reason.
13. The Final Exams are available 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 Final Exams. For optimal experience, We advise using a desktop or laptop (Mac or Windows) to take the Final Exams. We 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.
14. A stable internet connection is essential for the exams. MNU Ltd is not liable for issues associated with Your computer nor internet issues during the Final Exams.
15. Plagiarism of a fellow student's exam is strictly prohibited. Un-referenced direct plagiarism of scientific literature and/or online resources during the Final Exams 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.
16. 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 any answers that are flagged as a >50% match with AI will result in a score of zero. In the event of AI use being detected, examiners discretion will be used to decide whether You are granted access to resit Your exams. If a resit exam is granted, You may be required to complete Your resit exam under special conditions and in the presence of an exam invigilator either in person (at the MNU Assessment Centre) or via a shared screen (online). MNU Ltd is not liable for any resit fees incurred if a resit exam is granted.
 17. Final Exams submitted by You and or annotated mark schemes will not be available for release to protect from copyright infringement.
 18. In the event that, for whatever reason, the Final Exams are not attempted within the set exam period or a passing grade is not attained, it will be possible to retake the Final Exams. In such event, exam retake-instructions and timeframes will be determined by the examiners and a fee will be incurred. See 'Exam Resit Policy' for further details.
 19. The Exam Fee does not include the provision of feedback on Final Exams, whether pass or fail. Feedback on failed exams can be requested as part of the resit process, for a fee.

Exam Resit Policy

20. Examiners discretion will be used to grant/refuse access to resit exams. If Your original Final Exam scripts contain dangerous advice that is not in-line with Our Code of Conduct, You will be refused entry to any resit exams. In this instance, You will not be entitled to a refund of any kind.
21. In the event that You are granted entry to resit exams, the fee to resit is stated in the 'MNU Summative Assessment - Overview & Regulations'

- available on LEARN. This is a fixed fee for 'Fail' exam attempts (overall grade <60%) and 'Partial Fail' exam attempts (individual exam/s <50% but overall grade ≥60%).
22. For 'Partial Fail' exam attempts, You will only be required to resit the exam/s that achieved <50%. On successful completion ('Pass') of the resit exam/s, the final overall grade will be capped at the original overall pass mark.
 23. For 'Fail' exam attempts, You will be required to resit all exams. On successful completion ('Pass') of the resit exams, the final overall grade will be capped at 60%.
 24. Exams that achieved the 'Pass' classification on their first attempt cannot, under any circumstance, be retaken in an attempt to attain a higher classification.
 25. The maximum number of exam attempts permitted is three attempts, which includes the original exam submission. Should a 'Pass' mark not be obtained after three attempts, the MNU qualification must be repeated in its entirety before any further exam attempts are completed. MNU Ltd is not liable for any fees incurred in the event that the course must be repeated.

Code of Conduct

26. 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, including eligibility for/access to the Final Exams.
27. Behaviour not in line with the expectations of MNU Ltd and the values of Wisdom, Confidence and Integrity are subject to breaching Our Code of Conduct. This includes activity in person, online or reported to us by a third party.

28. 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 practices, supplements or peptides 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 You will not be eligible for entry to the Final Exams whilst associated with like businesses.
29. Inappropriate conduct under this Code of Conduct 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 Our services without authorisation, supplying false information, encouraging or conspiring for prohibited conduct and making false accusations or defamatory remarks against any MNU staff member or the business.
30. 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.
31. For any breach of the Code of Conduct, You are not entitled to, and MNU Ltd is not required to provide a refund.

Complaints Policy

32. In the rare event that it is necessary to log a complaint, please direct these immediately to MNU.
 - i. Learners wishing to make a complaint against MNU must do so within 10 days of the end of the course/programme.

- ii. To submit a complaint, learners must complete the 'MNU Complaints Form', available to download on LEARN, and send it to MNU@Mac-Nutrition.com
- 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

33. Learners have the right to appeal against any assessment decision made by MNU.
 - i. Learners wishing to appeal against an assessment decision must do so within 10 days of the original decision
 - ii. To appeal, learners must complete the 'MNU Appeals Form', available to download on LEARN, and send it to MNU@Mac-Nutrition.com

Passing Your Exams

34. On completion of Your course and on passing Your Final Exams, You will be given MNU Certified Nutritionist Status.
35. Only on completion of the final assessment for the Level 5 Diploma in Advanced Nutrition Science may You state that You hold the Level 5 status and subsequently use the post-nominals **MN.Nutr**.
36. We may introduce or alter the requirements to maintain the MNU Certified Nutritionist status via the completion of specific tasks, courses and or continued professional development including, but not limited to, an active Mentoring Lab Membership. Reasonable notice will be provided in this scenario.
37. Having enrolled, completed or graduated from 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.

General Terms

38. The Final Exams must be written in English (various forms of English are acceptable including, but not limited to, British English, American English & Australian English). Failure to complete Your exams in English will result in a score of zero and You will consequently Fail the Final Exams.
39. 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.
40. If We need to suspend access, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend access for urgent or emergency reasons, in which case We will inform You as soon as reasonably possible after the suspension). Your Exam Period and Revision Period will be extended accordingly.
41. We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant content 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).
42. 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.
43. 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.
44. If You are a business, Our liability is limited to the Exam Fees paid by You.
45. We will not be liable to You for any loss of profit, loss of business, interruption to business, or any loss of business opportunity.

46. 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.
47. 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.
48. We will not be responsible or liable if You are unable to access any Exams due to any failure or delay in performing Our obligations under these Terms resulting from any cause beyond Our reasonable control.
49. 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.
50. We will only use Your personal data as set out in Our Privacy Policy.
51. 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.
52. You may not transfer (assign) Your obligations and rights under these Terms.
53. These Terms are a contract between You and Us. No other person shall have any rights to enforce any of these Terms.
54. 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.
55. 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.



56. 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.
57. 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 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 jurisdiction of the courts of England and Wales.

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