

## Mac-Nutrition Mentoring Lab | Terms and Conditions

As part of our brand values, we want to ensure that you are clear about the *Terms and Conditions* of your membership, 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 a membership. It is also permanently available and downloadable at

[www.Mac-NutritionMentoringLab.com/terms-conditions/](http://www.Mac-NutritionMentoringLab.com/terms-conditions/)

### 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 Mac-Nutrition, whose office is 38 Jubilee Drive, Loughborough, Leicestershire, England, LE11 5XS;

**You/Your:** means the Customer;

**Members:** means a person who is a signatory to the Mac-Nutrition Mentoring Lab Terms and Conditions and who is entitled to enjoy the benefits of membership of the Mac-Nutrition Mentoring Lab in accordance with such terms and conditions.

**Mac-Nutrition Mentoring Lab:** the professional development and mentoring platform and Facebook community offered as part of the membership;

**Facebook Community:** means the private Facebook community for Mentoring Lab Members;

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.

## Membership Particulars

1. The Mac-Nutrition Mentoring Lab is a continuing professional development and mentoring platform for practitioners and nutrition enthusiasts in the nutrition field. It consists of a members' area complete with expert lectures, mentoring videos and downloadable resources to develop members' knowledge in nutrition and support the set-up of a nutrition consultancy or business.
2. Membership also includes access to a thriving, private community Facebook group (Facebook Community) to share experiences and ask advice from like-minded individuals, industry-leading mentors, and the Mac-Nutrition staff.
3. Your sign-up form is Your contractual agreement to be part of the Mac-Nutrition Mentoring Lab community in line with Our Terms and Code of Conduct.
4. All memberships will be activated within 48 hours of receipt of payment. On rare occasions, a technical issue, bank holiday or unforeseen circumstance may impact on Our ability to honour this, but We will endeavour to inform You, in writing, in such occurrences.
5. The content is supplied online through the member's area.
6. The membership fees are paid in consideration for us granting You access to the member's area and access to the Facebook Community. You are not paying for a certification or qualification.
7. We will endeavour to respond to questions in the Facebook Community, however, there is no guarantee all questions will be answered. This includes questions We deem to be outside of the scope of a Nutritionist and questions where guidance or an answer has already been provided. Should support from another member be considered sufficient, there is no requirement for a member of the Mac-Nutrition team to respond.
8. Facebook Messenger and Instagram will not be monitored and are not considered official means of communication with Mac-Nutrition staff members and therefore no service standards apply.

9. 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 Mac-Nutrition team (minor changes ~£32 and major changes ~£70).
10. The expert lectures, mentoring videos and resources are delivered online via the Members' Area. It is important to keep Your viewing device up to date to ensure You can access the content. For optimal experience, We advise using a desktop or laptop (Mac or Windows); Google Chrome and Mozilla Firefox browsers are the most compatible. We take no responsibility for the technical up-keep of Your device, and We advise You to maintain Your security settings to ensure You are always protected.
11. You may be required to obtain additional software (free or purchasable) to utilise all of the materials at Your disposal within the Members' area (including but not limited to Microsoft Office programmes). If You are unable to access resources due to not having the necessary software, this is not deemed sufficient justification for a refund of fees.
12. A stable internet connection is essential for watching the expert lectures. We are not liable for issues associated with Your computer nor internet issues.
13. 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.
14. Please see Our Privacy Policy at the footer of the website:  
[www.Mac-NutritionMentoringLab.com](http://www.Mac-NutritionMentoringLab.com) or via the following link:  
[www.Mac-NutritionMentoringLab.com/Privacy-Policy/](http://www.Mac-NutritionMentoringLab.com/Privacy-Policy/).
15. We reserve the right to revoke any memberships at any time, e.g., for non-payment of fees or breach of our Code of Conduct.

## Membership Particulars | Annual Memberships Only

16. Annual members will be given access to exclusive conference recordings as a benefit of selecting this membership.
  - a. Conference recordings are non-transferable and cannot be exchanged; they also hold no monetary value.

## Membership Benefits

17. As part of being in the Mac-Nutrition Mentoring Lab, You are entitled to purchase products and tickets for Our events at a discounted rate (including but not limited to Mac-Nutrition LIVE Day Tickets & Nutritics nutritional software), however, in order to receive these benefits, You will need to be a paying Mentoring Lab member for a minimum of 4 months or on the annual membership.

## Earning & Invoice Disclaimer

18. We cannot and do not make any guarantees about Your ability to get results or earn any money with Our ideas, information, tools, or strategies. You should know that all products and services by Our company are for educational and informational purposes only.
19. Our content or curriculum is not a promise or guarantee of results or future earnings, and We do not offer any legal, medical, financial or other professional advice. Any financial numbers referenced here, or on any of Our sites, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance.
20. Use caution and always consult Your accountant, lawyer or professional advisor before acting on this or any information related to a lifestyle change or Your business or finances. You alone are responsible and accountable for Your decisions, actions and results, and by Your registration here You agree not to attempt to hold us liable for Your decisions, actions or results, at any time, under any circumstance.

## Membership Fees & Payments

21. It is Your legal responsibility to ensure all fees payable to Mac-Nutrition and associated partners are paid at the appropriate time.
22. Both monthly and annual membership plans automatically renew after the completed cycle (monthly or annually, respectively). You will receive a notice of renewal by email 30 days prior to the renewal date.
23. We reserve the right to offer alternative membership options, discounts, and special offers outside of these two membership options, (including but not limited to discounts for full-time students and MNU Certified Nutritionists).
  - a. We also reserve the right to a membership fee review every 12 months. At the time of writing, however, We have never increased Our membership fees.
24. You may be required to pay the costs of shipping for any additional physical items You purchase during membership registration. These charges will be calculated at checkout.
25. Monthly and Annual membership fees are displayed on the website and at the checkout prior to making payment.
26. The 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.
27. You are responsible for providing complete and accurate billing and contact information to us.
28. Failure to pay fees may suspend access to the Members' area and Facebook Community until a payment is received and verified by Mac-Nutrition. No compensatory time will be awarded in this scenario.
29. We 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 member. Any terminations or alterations to this sponsorship must be dealt with outside of Mac-Nutrition. We will not be involved in any discussions or agreements between You and a third-party sponsor.

30. Mac-Nutrition take no responsibility for any charges which You incur outside of the 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.
31. Posted prices are inclusive of all applicable taxes. We are not responsible for charges or foreign exchange rates applied by your credit card company and/or financial institution.
32. Any cancellation or termination of a membership, whilst fees remain in arrears, will require payment by You of all outstanding fees and such fees shall be considered a debt until settled.
33. Should outstanding fees not be dealt with within 30 days, Mac-Nutrition are entitled to take legal action and share information with third party recovery agents. In addition to this, Mac-Nutrition may charge interest in line with the Bank of England's Base Rate +3%.

### Trade marks and Trade Names

34. All trade marks, service marks, trade names, logos, and graphics ("Marks") used in Our content or on the Site are registered or common law trade marks of Mac-Nutrition and/or Martin MacDonald. You may not make any use of any Marks without the prior written consent of Mac-Nutrition. You indemnify Mac-Nutrition 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 Mac-Nutrition arising out of or in connection with any authorised use by You of the Marks.

### Provision of Services

35. We reserve the right to choose the schedule of expert lectures, mentoring videos, resources, and other benefits (e.g., Facebook LIVE Q&A's) provided to Members and

to alter the membership benefits at any time, without notice. As part of the membership, we aim to provide the following each year:

- a. 12 x Guest lectures from experts in the fields of nutrition, business, and soft skill areas
  - b. 12 - 24 x Mentoring Videos & or Downloadable Resources
  - c. A thriving support community via the Mentoring Lab Facebook Community, where You have the opportunity to discuss current, real life client Case Study scenarios with other industry professionals.
36. The Facebook Community will be monitored closely but there is no requirement for a member of staff or mentor to respond to every post. We aim to contribute if We believe someone has been misinformed or there is an area We believe we can support an individual with. We endeavour to respond within as timely a manner as the business allows although during busier periods this may be delayed. There is no requirement for every question, particularly those We believe to be outside of the scope of the Mac-Nutrition Mentoring Lab, to be responded to.
37. We take no legal responsibility for the topics or information discussed by third parties or other members within the Facebook Community but will make every effort to ensure all information is evidence-based and the activity within the group is in line with Our Code of Conduct (see paragraph below).

### **Confidentiality Statement**

38. The Mac-Nutrition Mentoring Lab is a professional environment where private information can be discussed in a trusting and safe place. No content, information or discussions may be shared outside of this group. Failure to abide by this confidentiality statement will result in the removal of Your right to post/comment within the Facebook Community and/or complete removal from the Mac-Nutrition Mentoring Lab and/or action being taken against for misuse of confidential information.

## Code of Conduct

39. 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, benefits and membership to the Mac-Nutrition Mentoring Lab.
40. Behaviour not in line with the expectations of Mac-Nutrition and the values of the business are subject to breaching our Code of Conduct. This includes activity in person, online or reported to us by a third party.
41. 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, infringing copyright, disrupting business activities, using, accessing, or providing Mac-Nutrition Mentoring Lab services without authorisation, supplying false information, encouraging or conspiring for prohibited conduct and making false accusations or defamatory remarks against any Mac-Nutrition staff member, mentor, expert, member or the business.
42. Failure to abide by the principle of 'First do no harm' or working outside Your scope of practice as an evidence-based nutritionist.
43. When interacting in the Facebook Community, You must act within an appropriate scope of practice when posting or commenting on other members posts. This group is a space to support one another and access evidence-based information. Certain health conditions should only be treated by an appropriate medical professional.
44. As a member, You are provided with access to a variety of resources and content. Misuse, duplication and distribution of streamed, downloaded and printed materials from the Members' area will be considered a breach of the Code of Conduct.
45. In line with the 'Confidentiality Statement', the Facebook Community is a private group, where discussions and comments should remain within the group, in order to allow for more candid discussion, and cannot be shared publicly without written consent.



46. You must seek approval before posting links to services, marketing and promotional material. Written permission from the Mac-Nutrition team must be given before posting a link to a specific product or service.
47. You are not at liberty to use the Facebook Community to share or promote Your own services (this includes but is not limited to, promoting or providing links to Your own social media pages and/or requesting other members contact You privately).

## Complaints Policy

48. In the rare event that it is necessary to log a complaint, please direct these immediately, in writing, to [Info@Mac-Nutrition.com](mailto:Info@Mac-Nutrition.com) and a member of Mac-Nutrition staff will respond within 5 working days.
49. 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

50. 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.
51. 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).
52. 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 to 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 39 onwards). You indemnify Us 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 Us arising out of or in connection with any unauthorised use by You of the Marks.

53. 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, unless You have written consent.
54. 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.
55. If You are a business, Our liability is limited to the Fees paid by You.
56. 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.
57. 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.
58. 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.
59. We will not be responsible or liable if You are unable to access any Content 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 COVID-related issues.
60. 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.

61. 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-NutritionMentoringLab.com/privacy-policy/>
62. 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.
63. You may not transfer (assign) Your obligations and/or rights under these Terms.
64. These Terms are a contract between You and Us. No other person shall have any rights to enforce any of these Terms.
65. 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.
66. 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.
67. 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.
68. 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.

## Social Media Policy

69. You are permitted to share content from the Members Area via social media, permitting the following:
- Any images of content include the original branding,
  - The tag (@Mac-Nutrition) is added to the post;
  - The content shared does not include any content posted by another Member.
70. Your use of the content for such purposes is fair, proportionate, and not excessive nor undermine the integrity and/or commercial value of Mac-Nutrition.
71. You are not permitted to add any of the Marks including but not limited to Mac-Nutrition Mentoring Lab logo to your posts at any point unless it has been provided by Us.

## Refunds & Your Right to Cancel

We believe in the right to cancel Your membership at any point, and We will always do Our best to support You in Your circumstances.

72. We want You to continue Your membership, 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 membership and to receive a refund of fees in certain circumstances.
73. You have a legal right to change Your mind about participating in the membership 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 membership. We will therefore give You a full refund of Your fees if You notify Us in writing that You wish to cancel Your membership within this 14-day cooling off period, provided that You have not downloaded or streamed any of the lectures or resources.
- The 14-day cooling off period begins from the day after We email You to confirm we accept Your order.

- b. If You notify Us in writing that You wish to cancel your membership, We may remove Your access to the Mentoring Lab immediately.
74. In addition to Your rights to cancel during the 14-day cooling off period, You are eligible for a refund of the fees if You cancel Your order, as long as You have not completed (or attempted to complete) any part of Members Area content.
75. 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.
76. For annual members, You have the right to cancel your membership at any stage of the 12 months and every case will be reviewed individually and dealt with accordingly. If You pay by monthly subscription, Your payments will halt within 7 working days of You notifying Us.
77. After stating You wish to cancel Your membership, there is a limit to the time period in which You can claim a refund for, after stating Your intention to cancel. You cannot complete elements of the Members Area and retrospectively apply for a refund. We will however refund to You any advance payment You have made for elements (months) which will not be provided to You as a result of Your cancellation of Your membership.
78. If You have paid for an annual membership at sign up, and after the 14-day cooling off period has expired, You proceed to cancel your membership, You will receive a refund of Your fees minus the number of months You have had access for, plus any additional benefits You have received and any physical and/or digital products You have consumed. You will also no longer be eligible for the annual discount.
79. In order to cancel Your membership, You must contact Us in writing (email the customer service team at [Info@Mac-Nutrition.com](mailto:Info@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 the Mac-Nutrition Mentoring Lab and the associated support elements (Facebook Community) will cease within 14 days of You notifying Us of your cancellation.
80. In the event that We cancel your membership 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.

81. For any breach of the Code of Conduct, You are not entitled to and We are not required to provide a refund.

## Fair Usage Policy

To ensure all paying members of the Mac-Nutrition Mentoring Lab and those who receive access have a fair opportunity to share their thoughts, post their questions and absorb the vast amount of information provided within the Mentoring Lab, Mac-Nutrition employs 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 one post per day will be deemed excessive. If the Fair Usage Policy is considered to have been infringed, Your right to post and comment may be removed (until further notice) prior to removal from The Mentoring Lab if the policy is breached on multiple occasions.

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