

## Mac-Nutrition Events | [Terms and Conditions](#)

As part of our brand values, we want to ensure that you are clear about the *Terms and Conditions* of the event and your booking, so please take a moment to read the details presented below. This copy of the terms and conditions has been made available to you at purchase.

### **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 Nutrition Mentoring Ltd, Company number 11809867 whose registered office is 38 Jubilee Drive, Loughborough, Leicestershire, England, LE11 5XS with VAT registration number 326439887;

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

**Event:** means, without limitation, the conference, convention, seminar, webinar, workshop, LIVE day, tour date, public training, private or bespoke training and additional events.

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

## Event Particulars

1. Your purchase of a valid ticket and entry into the Event constitutes Your acceptance of all the Terms set out below.
2. 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.
3. Tickets are personal, revocable licenses and shall, at all times, remain Our property and subject to these Terms. We reserve the right to refuse admission.
4. In no circumstances shall We have any liability beyond the face value of the ticket purchased.
5. Upon purchase and receipt of Your ticket, please check it carefully as mistakes cannot always be rectified.
6. Tickets cannot be used as part of any marketing, media or sales promotion, whether commercial or non-commercial, without Our prior written consent.
7. We are unable to accept any liability for personal damages, losses, or injuries sustained at the Event save that, as set out below, nothing in this agreement seeks to limit or exclude Our liability for death or personal injury caused by Our negligence.
8. Any personal property brought to the Event is at your own risk.
9. The Event is strictly 18+ and operates the 'Challenge 25'. All persons wishing to attend the Event need to be 18 years of age or over on the day of the Event, unless aged 16 or 17 and accompanied by a responsible adult (over 18 years old). No person aged under 16 may attend the Event in any circumstances.
10. Any persons deemed to be 'in drink' or under the influence of drugs will not be permitted entry into the Event.
11. 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.

12. Bags are subject to search and any bag that is refused entry to the Event remains the responsibility of the owner, there are no deposit facilities at the Event and any bag found will be disposed of.
13. 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.
14. We shall be entitled to confiscate (i) any of the banned items listed above and (ii) any other items which We consider may be used as weapons or are otherwise deemed to be dangerous or inappropriate. We shall not be liable for any loss, theft or damage to confiscated items.
15. Entry with any bag is at the sole discretion of the Our team.
16. We reserve the right to refuse entry and to evict any attendee who We feel is behaving inappropriately at the Event. 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.
17. 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.
18. We do not permit customers to stand on the benches, chairs and tables for their own safety. 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.
19. We reserve the right to implement any restrictions/conditions deemed necessary before and during the 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.
20. Please be considerate to the people who live close to the site, especially when leaving the Event. Please keep noise to a minimum when arriving or leaving the site.
21. Strictly no trading allowed on-site without written consent.

22. Additional food can be brought into the Event.
23. 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.
24. Special diets for food allergies will be catered for only if they have been arranged prior to the Event and confirmed by Us in writing, otherwise We cannot accept any liability.
25. There are medical and welfare facilities on-site should You require assistance during the Event. Please familiarise yourself with their location on arrival.
26. No smoking is permitted in enclosed public areas, all smoking must take place in the designated smoking area.
27. We reserve the right to alter the Terms of the Event from time to time and will publish these as and when necessary.

### **Ticket Fees & Payments**

28. It is Your legal responsibility to ensure all fees payable to Nutrition Mentoring LTD and associated partners are paid at the appropriate time.
29. We reserve the right to offer alternative ticket options, discounts, and special offers (including, but not limited to, discounts for members of The Mac-Nutrition Mentoring Lab, students of Mac-Nutrition Uni and MNU Certified Nutritionists).
30. You may be required to pay the costs of shipping for any additional physical items You purchase during registration. These charges will be calculated at checkout.
31. Ticket fees are displayed on the website and at the checkout prior to making payment.
32. 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.
33. You are responsible for providing complete and accurate billing and contact information to us.

34. Failure to make payment for the full amount of the ticket cost due to failed payments or incomplete instalments will result in Your ticket becoming invalid for the Event.
35. 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 Nutrition Mentoring LTD. We will not be involved in any discussions or agreements between You and a third-party sponsor.
36. Nutrition Mentoring LTD takes 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.
37. 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.
38. Any cancellation or termination of payments or instalments, whilst fees remain in arrears, will require payment by You of all outstanding fees and such fees shall be considered a debt until settled.
39. Should outstanding fees not be dealt with within 30 days, Nutrition Mentoring LTD are entitled to take legal action and share information with third party recovery agents. In addition to this, Nutrition Mentoring LTD may charge interest in line with the Bank of England's Base Rate +3%.

## Photography and Video

40. Please note that by entering the 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 to the Event.

41. 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.
- a. 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)

## Social Media Policy

42. You are permitted to share content from the Event via social media, permitting the following:
- a. Any images of content include the original branding,
  - b. The Tag (@Mac-Nutrition) is added to the post;
  - c. Your use of the content for such purposes is fair, proportionate, and not excessive nor undermine the integrity and/or commercial value of Nutrition Mentoring LTD.
43. You are not permitted to LIVE-stream any part of the Event (including but not limited to Facebook LIVE).

## Refunds & Your Right to Cancel

We believe in the right to cancel Your ticket and We will always do Our best to support You in Your circumstances.

44. We want You to attend the Event, 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 ticket and to receive a refund of fees in certain circumstances.
45. You have a legal right to change Your mind about participating in the Event 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 Event ticket. We will therefore give You a full refund if You notify Us in writing that You wish to cancel Your ticket within this 14-day cooling off period, provided that You have not attended the Event.

- a. The 14-day cooling off period begins from the day after We email You to confirm we accept Your order.
46. 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 for those services which you have already received.
  47. In order to cancel Your ticket, 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 You via email within 7 days to confirm Your cancellation.
  48. Some Tickets are sold at discounted fares and may be partly or completely non-refundable if you cancel your booking. If you need flexibility, make sure you pick a Ticket type which suits your needs.
  49. 'Refundable tickets' are eligible for a full refund 30 days or more before the event.
  50. 'Non-refundable tickets' are not eligible for a refund any time after the 14-day cooling off period ends.
  51. For all ticket types, You are permitted to transfer Your ticket to a third party at any time if You notify Us in writing to confirm such transfer. However, You are not permitted to transfer Your ticket to an alternative event.
  52. No ticket 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.).
    - a. 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'.
  53. We will not refund Tickets if You miss all or part of an Event due to Your late arrival, including but not limited to cases where caused by illness (e.g. positive Covid test), adverse weather or travel disruptions, injury etc.

54. 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.
55. 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.
- a. If local government travel restrictions prevent You from travel, we will refund or defer Your ticket as a gesture of good faith.
  - b. You may also be required to produce a certificate of your Covid vaccination status as a condition of entry to an Event.
56. In the Event that We cancel your ticket 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.
57. For any breach of the Code of Conduct, You are not entitled to and We are not required to provide a refund.

## Trademarks and Trade Names

58. All trade marks, service marks, trade names, logos, and graphics (“Marks”) used in Our content or on the Site are registered or common law trademarks of Nutrition Mentoring and/or Martin MacDonald. You may not make any use of any Marks without the prior written consent of Nutrition Mentoring. You indemnify Nutrition Mentoring 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



Nutrition Mentoring arising out of or in connection with any authorised use by You of the Marks.

## 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 You being denied the ability to purchase a ticket, denied access to the Event or being asked to leave.

59. Behaviour not in line with the expectations of Our Team 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.

60. 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, supplying false information, encouraging or conspiring for prohibited conduct and making false accusations or defamatory remarks against any Mac-Nutrition staff member, expert speaker or the business.

## Complaints Policy

61. 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. Alternatively, please speak to a member of Mac-Nutrition management at the Event.

62. 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

63. These Terms are governed by English law and any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

64. You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the content (or any part of it) from the Event or make it available to the public, unless You have written consent.
65. 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.
66. If You are a business, Our liability is limited to the fees paid by You.
67. 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.
68. 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.
69. Nothing in these Terms 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.
70. We will not be responsible or liable if You are unable to attend the Event 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.
71. 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.
72. 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/>
73. 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.

74. You may not transfer (assign) Your obligations and/or rights under these Terms.
75. These Terms are a contract between You and Us. No other person shall have any rights to enforce any of these Terms.
76. 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.
77. 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.
78. 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.
79. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be governed as follows:
- a. If You are a consumer, shall be subject to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency; and
  - b. If You are a business, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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