

ACCREDITATION - TERMS & CONDITIONS

ABOUT US

JONES PUBLISHING LIMITED (company number 06549013) (**we** and **us**) is a company registered in England and Wales and our registered office is at Acre House, 11/15 William Road, London, NW1 3ER. Our VAT number is 872 7374 90. We operate the brand “**Citywealth**” and associated websites <https://www.citywealthmag.com/> and www.leaderslist.co.uk.

1.

1.1

To contact us, telephone our customer service team at 020 7487 5858 or email us at kjones@citywealthmag.com.

ABOUT THESE TERMS

1.2

These Terms and Conditions (**Terms**) apply to you if:

2.

2.1.1 you make a Submission for you or your organisation to receive the Accreditation; or

2.1

2.1.2 you or your organisation are awarded the Accreditation and you or your organisation wish to publicise the Accreditation (whether or not you made a Submission).

2.2

“**Accreditation**” means the accreditation awarded by Citywealth in respect of an individual or organisation.

2.3

“**Marketing Licence**” means, subject to the Marketing Licence Fee, the licence to use the applicable Citywealth logo relevant to the Accreditation in order to publicise your or your organisation’s Accreditation.

2.4

“**Marketing Licence Fee**” means the annual fee payable by you or your organisation for the Marketing Licence.

2.5

“**Submission**” means the information submitted by you or your organisation in order to be considered for the Accreditation.

2.6

2.7

By placing a Submission you are confirming to us that you have read and agree to be bound by these Terms.

2.8

You confirm that you are acting in your capacity as a representative of a business or company and not as a consumer, and you warrant that you have the authority to bind the business and/or company of which you are a representative to these Terms and that such business and/or company will comply with these Terms.

2.9

We may revise these Terms at any time. Any changes made to these Terms will be applicable from the date stated at the end of these Terms but will not apply to Submissions before the date of change.

3.

3.1

If you or your organisation are featured in a Citywealth editorial product (including but not limited to reports, top lists, articles, videos or other features), please also review our Editorial Product Terms and Conditions [\[INSERT AS A LINK\]](#) which will apply.

SUBMISSIONS

Where applicable, please follow the onscreen prompts to complete your Submission for the applicable Accreditation. You are responsible for ensuring that your Submission and any supporting documentation submitted by you is complete and accurate.

Your Submission entitles you to be considered only and in no way guarantees that you will receive Accreditation.

You acknowledge that we reserve the right to refuse Submissions for the Accreditation in our discretion.

3.2 Submissions are reviewed by Citywealth’s Editor, Karen Jones, who will determine whether to award the Accreditation.

3.3 You confirm that at the time of the Submission, you or your organisation or directors or senior managers are not subject to any pending criminal proceedings or regulatory investigations and
3.4 you agree to inform us promptly in the event of any such proceedings or investigations. You
3.5 acknowledge that we will suspend the progress of the Accreditation until such time as the proceedings or investigations are resolved.

ACCREDITAION

4. Your Accreditation is valid for up to 12 months and will be renewed automatically for a further 12 months upon payment of the Marketing Licence.

4.1 After three years since your first Accreditation Submission (and every three years thereafter), we
4.2 will require you to make a new Submission in order to receive the Accreditation.

REVIEW & MONITORING

5. You acknowledge and agree that we will review and monitor all Accreditations awarded by us to
5.1 ensure that any person or organisation in receipt of such Accreditation is performing in line with the Accreditation criteria. We will consult an independent industry panel to review and monitor the Accreditation every six months.

5.2 You acknowledge and agree that we may revoke your Accreditation if our review reveals that the
5.3 Accreditation criteria is not being met.

5.4 If you are an individual in receipt of an Accreditation and you move organisation, your Accreditation will automatically terminate and you will need to make a new Submission. If you are an organisation and your ownership changes, your Accreditation will automatically terminate and you will need to make a new Submission.

6. You acknowledge that we reserve the right to withdraw your Accreditation in the event that we
6.1 become aware of any conduct by you or your organisation which my bring our organisation into disrepute by association.

INTELLECTUAL PROPERTY RIGHTS & MARKETING LICENCE

All intellectual property rights in or arising out of or in connection with the Accreditation (other than intellectual property rights in any Submission materials provided by you) will be owned by us.

Except as expressly permitted by purchase of the Marketing Licence, you must not make any public announcement or issue any press release, use the logo, brand name, or trade mark, copyright materials, creative assets, or any of our intellectual property rights (together the “**Citywealth IP**”) including but not limited to in any promotional materials, advertising, marketing or similar content, whether online or offline. Please contact kjones@citywealthmag.com if you wish to purchase a Marketing Licence.

You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (a) any materials provided by you to us in your Submission for purpose of administering the Accreditation and (b) your company's name and logo on our website and publicity materials.

You grant us the right to issue publicity relating to the Accreditation and to use and publish your name, photograph or likeness, and bio for such purposes where included within your Submission.

6.3 DATA PROTECTION

6.4 We each agree to comply with the requirements of all applicable laws in force from time to time relating to the use of personal data.

7. We process personal data in accordance with the privacy notice available on our website
7.1 <https://www.citywealthmag.com/privacy-policy>.

7.2 You confirm that you have all necessary notices, consents and lawful bases in place in relation to any personal data you may share with us.

7.3 LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8. Nothing in the Agreement shall limit or exclude any liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or
8.1 excluded under applicable law.

8.2 Subject to Clause 8.1, our total liability to the you arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of: (i) total sums you have paid to us in the 12 months preceding the date the liability arise or (ii) £1,500.

8.3 Under no circumstances shall we be liable for any indirect or consequential loss.

8.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of
9. our obligations that is caused by any act or event beyond our reasonable control.

9.1 CONFIDENTIALITY

9.2 Except as expressly permitted in these Terms, we each undertake at any time not to disclose to any person any confidential information concerning the business, affairs, customers or clients of the other party, except to our respective professional advisers (under similar obligations of confidentiality) or as required by law.

10.

10.1 You are responsible for ensuring that information in your Submission does not contain any such confidential information.

10.2

NOTICES

10.3 When we refer to "in writing" in these Terms, this includes email.

Any notice or other communication given by one of us to the other under or in connection with these Terms must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

A notice or other communication is deemed to have been received (a) on signature of a delivery receipt or (b) if sent by email, at the time of transmission, or if this falls outside of business hours (9am-5pm, Mon-Fri) in the place of receipt, when business hours resume.

The provisions of this Clause will not apply to the service of any proceedings or other documents in any legal action.

GENERAL

10.4 These Terms represent the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.

11. We may assign or transfer our rights and obligations to another entity. You may not assign or transfer your rights or your obligations to another person.
11.1

11.2 Any variation of these Terms only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

11.3 If we do not insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive
11.4 any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

11.5 Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

11.6 These Terms are between you and us. No other person has any rights to enforce any of its terms.

11.7 These Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the English courts.

These Terms were last updated on [26 April 2022]