



## CITYPARENTS CORPORATE ACCESS TERMS AND CONDITIONS

Last updated: 1 December 2020

### 1. These terms

- 1.1 These are the terms and conditions governing your annual Cityparents corporate access membership ("**Corporate Access**").
- 1.2 Please read these terms carefully before you submit your application to us for Corporate Access. These terms tell you who we are, the benefits of your corporate membership, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss this further.
- 1.3 These terms constitute the entire agreement between us in relation to your corporate membership. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for breach of contract, tortious act and/or omission and/or any breach of statutory duty, innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2. Information about us and how to contact us

- 2.1 We are Cityparents Limited (previously known as Citymothers and Cityfathers). We are registered in England Wales as a company under company registration number 8284766 and our registered office is at 82 High Street, Tenterden, Kent, TN30 6JG United Kingdom. Our registered VAT number is 216620630. ("**We**", "**Us**", "**Our**" and "**Ourselves**")
- 2.2 You can contact Us by e-mailing [louisa@cityparents.co.uk](mailto:louisa@cityparents.co.uk).
- 2.3 If We have to contact you then We will do so by telephone or by writing to you at the e-mail address or postal address you have provided to Us in your application.
- 2.4 When We use the words "writing" or "written" in these terms, this includes by fax and e-mail.

- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular.
- 2.6 Clause headings shall not affect the interpretation of these terms and conditions.
- 2.7 References to clauses are (unless otherwise provided) references to the clauses of these terms and conditions.
- 2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

### **3. Our contract with you**

- 3.1 Our acceptance of your application will take place when We e-mail you a welcome e-mail confirming your Corporate Access subscription, at which point a contract will come into existence between you and Us (the "**Commencement Date**").
- 3.2 If We are unable to accept your application, We will inform you of this and will not charge you for the Corporate Access.
- 3.3 Corporate Access does not entitle you to membership of Cityworks, although the option to apply for discounted membership is included (see below).

### **4. Term of Agreement**

- 4.1 This agreement shall commence on the Commencement Date and shall continue, unless cancelled or terminated earlier in accordance with clause 9, for a period of 12 months (the "**Term**").
- 4.2 From approximately one month before the end of the Term we will send you at least one reminder to the e-mail address or postal address you provided to Us in your application or to any updated contact details notified to Us during the Term. Following the reminder(s), unless you inform Us that you would like your Corporate Access to be renewed, the agreement will automatically expire two weeks after the end of the Term.

## 5. Corporate Access Fees

- 5.1 Your Corporate Access membership is priced on a tiered structure according to the total number of employees based in your United Kingdom offices (“**Employees**”), as follows (unless any pricing arrangement has been expressly offered and agreed, such as a discount on corporate access in return for event hosting. Where this is the case, the event hosting agreement will be attached to this agreement by separate email):

Number of employees in London	Price (excluding VAT)
>3000	£5250
2000-2999	£4250
1000-1999	£3250
500-999	£2500
100-499	£1500
0-99	£750

- 5.2 Once your application has been accepted, We will send you an invoice for payment. Payment is due within 30 days of the date of the invoice (the “**Due Date**”).
- 5.3 You must pay all amounts due to Us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.4 If you do not make any payment to Us by the Due Date then We may charge compound interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

## 6. Corporate Access Membership

- 6.1 Corporate Access enables your Employees to gain free, priority, access to all online Webinars, Video Shorts, Support Groups, Stories and Advice, and Cityparents network Events in London subject to the conditions outlined in this document. Details of these Events and Webinars are set out in clause 7 below. Details of the Stories and Advice are set out in clause 8 below.

- 6.2 Once your application has been accepted, you will:
- (a) Receive instructions explaining how your employees can gain free, priority, access to all Cityparents network Events in London, online Webinars, Video Shorts, Support Groups and Stories and Advice (subject to availability).
  - (b) Be provided with the opportunity to get involved with hosting events.
  - (c) Have the option to subscribe to corporate membership of Cityworks Forum at discounted rates. Details are available [here](#).
  - (d) Be able to access additional chargeable services from Cityparents including (subject to change):
    - (i) Consulting the Cityparents network's expertise and insights into the concerns and interests of working parents across the City and knowledge of best practice HR policies.
    - (ii) Use of Cityparents as a partner for your internal events. We can source external content or talk to the audience Ourselves, sharing Our own perspectives on issues facing working parents in the City.
    - (iii) The results of Cityparents' annual survey and feedback from Cityparents Events and Webinars.
    - (iv) Support to set up an internal employee network including help designing the network itself, a launch event, a schedule and agenda.
    - (v) Support to "revitalise" an existing employee network including help identifying problems areas, identifying a strategy and methods of addressing employee communication and messaging and planning a re-launch.
    - (vi) Review of your current HR policies, accessing knowledge of current City practices across different HR policy areas and recommendations for ways to improve awareness and take-up by employees.

6.3 Some Cityparents services will be subject to additional fees. In the event that additional fees are or become payable in connection with this agreement, We will notify you of such additional costs in advance as appropriate using the contact details you have provided to us before you engage Us to provide those services. In particular, Corporate Access does not entitle Members to gain access to Special Events (as defined in Clause 7.8) for which applications are required from individual Members and for which Members must pay a fee.

6.4 You agree that as part of your Corporate Access membership, We may periodically send you details about Events (see clause 7), Webinars, Video Shorts and Support Groups (see clause 8), Bespoke services, new services, special offers or other

information which we think you may find interesting using the contact details which you have provided.

6.5 We agree to perform our obligations and provide any services to You for which You engage Us under this agreement with reasonable care and skill.

6.6 For legal data protection reasons we are unable to provide the names of, or details or any personal information, relating to your employees who become members of Cityparents. We are able to share anonymous registration and usage statistics on request.

## **7. Cityparents Events, Webinars, Support Groups and Video Shorts**

7.1 At present, the events (the “**Event**” or “**Events**”) and webinars or video shorts (the “**Webinar**” or “**Webinars**”) available under Corporate Access cover the following topics:

- (a) Careers (covering topics relevant to all City professionals including soft skills, career progression, networking, confidence, communication, leadership and personal brand).
- (b) Wellbeing (covering topics relevant to all City parents and professionals including wellbeing, mindfulness, mental health, stress management and physical health).
- (c) Parenting (covering topics relevant to families, parents and step-parents, including the transition from/to maternity and/or paternity, parenting strategies, alternative family structures and children’s education).

7.2 Due to the Covid-19 Pandemic, as at July 2020 all Cityparents presentations and seminars are being run online (i.e. as Webinars). Physical Events will resume as soon as practical and possible but Cityparents bears no responsibility if they are unable to resume.

7.3 Events and Webinars are subject to change and We reserve the right to make any amendments to the number and range of events and webinars offered under your Corporate Access membership. We reserve the right to adjust the balance of Events versus Webinars to meet client demand at our sole discretion.

7.4 You accept that the Events, Webinars and Video Shorts are run by third party external providers and that we are not responsible for the organisation, content, choice of venue or any other aspect of Events or Webinars. Any Events, Webinars, Video Shorts and Support Groups included in this agreement or separately notified to you in accordance with clause 6.3 have been identified because we consider that they might be of interest to you, but in doing so we do not make any warranty or

representation as to the suitability or otherwise of Events, Webinars, Video Shorts and Support Groups.

- 7.5 It is your responsibility to ensure that Events, Webinars, Video Shorts and Support Groups offered by us or other third parties as the case may match your requirements. In particular, we accept no responsibility or liability whatsoever for any loss or damage which you or your Employees might suffer or incur in the event that any Events, Webinars, Video Shorts and Support Groups provided by us or another third party as the case may be do not meet your requirements or are not suitable for you.
- 7.6 Cityparents accept no responsibility or liability whatsoever for any loss or damage which you or your Employees might suffer or incur in the event that they are unable to access our Webinars or Online Resources due to technical or technological constraints or limitations.
- 7.7 Support Groups are intended to offer a safe space for Members to discuss particular issues or circumstances with their peers, and are supportive in nature. The Support Groups will not engage in rendering psychological or healthcare advice for any particular individual or situation. The Support Groups will not provide medical, mental health or any other type of health service. No diagnosis, treatment recommendations or advice regarding any medical or mental health condition or illness will be offered. The Support Groups cannot be a substitute for or alternative to treatment when a medical or mental health condition is present. Support group members are advised to seek professional services from licensed physicians, psychiatrists, psychologists and health care professionals, if and when necessary.
- 7.8 From time to time, Cityparents may run special events that are separate to Events available under Corporate Access (the “**Special Event**” or “**Special Events**”). Special Events will be available to all Members, but Members are not automatically entitled to places and Special Events will be subject to a separate application process and/or incur additional charges. If a Member attends a Special Event then Clauses 7.3 and 7.4 will apply. Clauses 7.11 and 7.12 do not apply to Special Events.
- 7.9 In order to benefit from your Corporate Access your Employees will be required to become individual members of [www.cityparents.co.uk](http://www.cityparents.co.uk) (each a “**Member**” and together, “**Members**” and “**Membership**” shall be construed accordingly) and it is a Member’s responsibility to book their Event and Webinar ticket using the Cityparents online system. We are unable to share the names of individual Members registered with us.
- 7.10 If your Corporate Access ceases, whether by expiry or by termination, a Member’s right to free access will cease. Each Member will retain their member account and it is their responsibility to de-activate this if they wish. Individual paid Membership may be required. See [www.cityparents.co.uk](http://www.cityparents.co.uk) for further details.

- 7.11 Bookings for Events, Webinars, Video Shorts and Support Groups will normally be announced via e-mail invitation to Members and spaces will be released online on a *first come first served* basis.
- 7.12 Members have priority registration for Events, Webinars, Video Shorts and Support Groups under your Corporate Access, although places at each Event, Webinar, Video Short and Support Group are strictly limited and your Corporate Access does not entitle you to a reserved or pre-allocated number of places for Members.
- 7.13 Further terms and conditions exist to govern Members' use of your Corporate Access, including attendance at Events and participation in Webinars/Video Shorts/Support Groups, and these can be found [here](#).

## **8. Cityparents Stories and Advice**

- 8.1 At present, Cityparents Stories and Advice ("**Stories and Advice**") is defined as a range of online resources available at [www.cityparents.co.uk](http://www.cityparents.co.uk) including:
- (a) Expert tips and advice in online articles
  - (b) Regular blog written anonymously by Members
  - (c) Cityparents Talk podcast series
  - (d) Experience Bank for gathering and responding to advice from members
- 8.2 You accept that Stories and Advice contains content provided by third party external providers and that we are not responsible for this content or for any advice provided, or any other aspect of Stories and Advice. Any Stories and Advice included in this agreement or separately notified to you in accordance with clause 6 have been identified because we consider that they might be of interest to you, but in doing so we do not make any warranty or representation as to the suitability or otherwise of Stories and Advice.
- 8.3 It is your responsibility to ensure that Stories and Advice offered by us or other third parties as the case may match your requirements. In particular, we accept no responsibility or liability whatsoever for any loss or damage which you or your Employees might suffer or incur in the event that any Stories or Advice provided by us or another third party as the case may be do not meet your requirements or are not suitable for you.
- 8.4 The resources available under Stories and Advice are subject to change and We reserve the right to make any amendments to the Stories and Advice online resources offered under your Corporate Access membership.

## 9. Cancellation or Termination

- 9.1 You may cancel your Corporate Access at any time within 12 months from the Commencement Date by providing written notice to [louisa@cityparents.co.uk](mailto:louisa@cityparents.co.uk).
- 9.2 We will acknowledge your written notice and will issue you with a refund within 21 days of our acknowledgement of your cancellation for any complete months of membership outstanding, calculated from the date of our receipt of your cancellation notice.
- 9.3 Cancellation of your Corporate Access will result in the automatic withdrawal of access to any benefits set out under clause 6, and available to you and your Employees, including any Members, at the end of the month in which we acknowledge your cancellation notice.
- 9.4 Notwithstanding clause 9.3, unless a Member cancels its membership it will remain a Member and will continue to have access to any Events, Webinars, Support Groups, Video Shorts, Special Events and Stories and Advice, subject to the terms of that Membership and any associated additional fees. Individual paid Membership may be required. See [www.cityparents.co.uk](http://www.cityparents.co.uk) for further details.
- 9.5 We may terminate this agreement with immediate effect at any time by writing to you if:
- (a) you take any step or action in connection with your entering into administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (b) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;
  - (c) your continued access to and use of your Corporate Access is in Our reasonable opinion likely to damage Our reputation or the reputation and goodwill associated with Cityparents.
- 9.6 Anything in this agreement that expressly or by implication is intended to come into or continue in force on or after cancellation, termination or expiry of this agreement shall remain in full force and effect.
- 9.7 If We terminate this agreement under clause 9.5 above, all of your rights under this agreement will terminate and we may at Our discretion cancel any events (such as an

event being hosted by you) and, where Members have booked Events and Webinars pursuant to these terms and conditions, you acknowledge that cancellation or termination will result in any reserved spaces being released to the entire Membership. However, your Employees may re-apply to attend Events and Webinars provided that they remain Members with an appropriate paid membership. For further information please contact Us or refer to the Members' terms and conditions available [here](#).

## **10. Our responsibility for loss or damage suffered by you**

10.1 Nothing in these terms shall limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

10.2 Subject to clause 10.1, We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us, and Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount paid by you in the relevant year for your Corporate Access.

## **11. Notice**

11.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by e-mail to [louisa@cityparents.co.uk](mailto:louisa@cityparents.co.uk), if to Us, or, if to you, to the e-mail address provided to Us in your application or otherwise notified to Us for the purposes of communicating with you.

11.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

- (c) if sent by e-mail, at the time of transmission, or, if this time falls outside Business Hours, at 9:00 am on the next Business Day after transmission.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **12. DATA PROTECTION**

12.1 For the purposes of this clause 12:

(a) “Agreed Purpose” means for the purposes of your Employees registering to become a Member of [www.cityparents.co.uk](http://www.cityparents.co.uk).

(b) “Data controller”, “data subject”, “personal data”, “processing”, “personal data breach” and “appropriate technical and organisational measures” have the meanings generally given to them under Data Protection Legislation.

(c) “Data Protection Legislation” means the EU Data Protection Directive 95/46/EC, the Data Protection Act 1998 and any other legislation in force from time to time which implements that Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these (including without limitation the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) (GDPR)), together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the Information Commissioner’s Office (ICO), the Article 29 Working Party, the European Data Protection Board or any other relevant supervisory authority from time to time;

(d) “Shared Personal Data” means the first names, middle names (if applicable), last names and work email addresses of your Employees, being the information required from individuals at the point of registration with [www.cityparents.co.uk](http://www.cityparents.co.uk)

12.2 This clause sets out the framework for the sharing of personal data between you and Us as data controllers. You acknowledge that you will regularly disclose to Us certain Shared Personal Data collected by you for the Agreed Purposes.

12.3 You and We will comply with all applicable requirements of the Data Protection Legislation when processing the Shared Personal Data.

12.4 You shall ensure that all the necessary and appropriate consents and notices are in place to enable the lawful transfer of the Shared Personal Data to Us for the Agreed Purposes throughout the Term.

12.5 We shall:

(a) not transfer any of the Shared Personal Data to any third parties aside from those described in the [Cityparents Privacy Policy](#). without your written and signed consent

(b) ensure that We have in place the appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data, having regard to the state of technological development and the cost of implementing any measures (for instance, pseudonymising and encrypting);

(c) maintain complete and accurate records and information to demonstrate compliance with this clause 12 and provide you with access to such records if reasonably requested;

(d) ensure that all of Our personnel who have access to and/or process the Shared Personal Data are under a contractual obligation to keep it confidential;

(e) not transfer any Shared Personal Data outside of the European Economic Area without your written and signed consent;

(f) notify you without undue delay on becoming aware of a personal data breach;

### **13. Other important terms**

13.1 We may transfer Our rights and obligations under these terms to another organisation as part of a transfer of the Cityparents business to that organisation. We will always tell you in writing if this happens and We will ensure that the transfer will not affect your rights under the agreement subject to the [Cityparents Privacy Policy](#).

13.2 You may only transfer your rights or your obligations under these terms to another person if We agree to this in writing.

13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 13.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 If We do not insist immediately that you do anything you are required to do under these terms, or if We delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent Us from taking steps against you at a later date.
- 13.6 Save as reasonably required to perform this contract or obtain professional advice in relation to it, You undertake that you shall not at any time disclose to any person any confidential information concerning Our business, affairs, customers, clients or suppliers. Save as reasonably required to perform this contract or obtain professional advice in relation to it, We undertake that we shall not at any time disclose to any person any confidential information concerning Your business, affairs, customers, clients or suppliers.
- 13.7 We will not, and will take reasonable steps to procure that Our affiliates and Our and Our affiliates' respective officers, employees, agents, sub-contractors and any other persons who perform services in connection with these terms will not, (i) engage in any practice or omit to do any act or thing that amounts to modern slavery as defined under the UK's Modern Slavery Act 2015 (as amended from time to time) (the "MSA"), or (ii) otherwise breach the MSA during the Term. If reasonably requested by You at any time during the Term, We will provide, within 10 days, sufficient information to You to demonstrate our compliance with this clause.
- 13.8 We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of Our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond Our reasonable control including where artists, speakers or any other third party fails to attend, perform, properly perform or are late attending any of Events or Webinars and where hosts withdraw or refuse the offer of a venue meaning an Event cannot take place.
- 13.9 This agreement shall be governed by and construed in accordance with the laws of England and Wales including in respect of any non-contractual obligations. All claims, disputes or other matters in question between the parties related to or arising out of this Agreement, including in relation to any non-contractual obligations, shall be subject to the exclusive jurisdiction of the English Courts.