

THE FREE SPEECH UNION LIMITED

**MEMBERSHIP TERMS, BOOKING TERMS AND WEBSITE
CONDITIONS OF USE**

1. Introduction

- 1.1 These Membership Terms and Website Conditions of Use ("**Terms**") govern memberships with The Free Speech Union, ticket sales, events and your use of our website.
- 1.2 By using our website, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, please do not use our website or apply to be a member of the Free Speech Union. If you do apply to be a member of The Free Speech Union, or buy tickets through our website, we will ask you to expressly agree to these Terms.
- 1.3 You must be at least 16 years of age to use our website; by using our website or agreeing to these Terms, you warrant and represent to us that you are at least 16 years of age.

2. Copyright notice

- 2.1 Copyright (c) 2020 - 2021 The Free Speech Union Limited.

3. Permission to use website

- 3.1 You may:
- (a) view pages from our website on your device;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website for your own personal and non-commercial use; and
 - (d) stream audio and video files from our website using the media player on our website

subject to the other provisions of these Terms.

- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these Terms, please do not download any material from our website or save any such material to your computer.
- 3.3 Unless we agree otherwise, you may only use our website for your own personal use; you must not use our website for any other purposes.
- 3.4 Unless you own or control the relevant rights in the material, you must not without our prior written consent:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.5 You may redistribute our newsletter in print and electronic form to any person.

3.6 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Misuse of website

4.1 You must not:

- (a) use our website in any unlawful or fraudulent way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
- (b) probe, scan or test the vulnerability of our website without our permission;
- (c) circumvent any authentication or security systems or processes on or relating to our website;
- (d) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (e) decrypt or decipher any communications sent by or to our website without our permission;
- (f) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent; or
- (g) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing.

4.2 You must ensure that all the information you supply to us through our website, or subsequently, is true, accurate, current, complete and non-misleading.

5. Membership Benefits and Duration

- 5.1 To become a member of The Free Speech Union, you must complete and submit the membership form and pay the applicable membership fees. We will send you an email to acknowledge your membership application. If your membership application is accepted, we will send you an email to confirm your membership, at which point the contract between us for the supply of the membership services shall come into force.
- 5.2 For so long as your membership remains active in accordance with these Terms, you will receive the membership benefits specified on our website from time to time in relation to your membership type. **Some membership benefits are discretionary, such as: pro bono legal advice; pro bono media/PR advice; public support; and campaigning, and will be conferred at the discretion of the Free Speech Union, depending on factors which include, but are not limited to, the complexity of your case, our interest in protecting the reputation of the Free Speech Union, the risk to us of taking on your case, and limits on the time and resources we can reasonably allocate to an individual case.** On a case-by-case basis, we may, in our discretion, set out the specific services that we will provide to you in a “scope of services” letter (“Letter”) which is governed by and supplementary to these Terms. In the case of any discrepancy between these Terms and the Letter, the Letter will prevail.
- 5.3 We may from time to time vary the benefits associated with your membership. If in our reasonable opinion such a variation results in a substantial loss of membership services, you shall have the right to cancel your membership, and we will refund to you any amounts paid to us in respect of any period of membership after the date of your cancellation.
- 5.4 At the end of any period of membership for which you have paid, and subject to the other provisions of these Terms, your membership will be automatically renewed and you must pay to us the applicable membership fees, unless you cancel your membership before the date of renewal. For non-renewing membership subscriptions, after signing up, simply go to “My Account”, click on “My Subscription” and toggle the “Auto Renew” switch to “off”.

6. Events and Ticket Sales

- 6.1 All references to ‘events’ and ‘tickets’ in these terms are to events advertised, and tickets sold, through our website.
- 6.2 No contract will come into force between you and us until we accept your ticket order. We will send you an email to acknowledge your booking, and another email if we accept the booking, which is conditional on the receipt of cleared funds to cover the ticket purchase price.
- 6.3 If there are any limits on the number of tickets that you may purchase, this will be notified on the specific event page of the website.

- 6.4 We may change the time and date and/or location of an event that is the subject of a booking by giving to you written notice of the change at least 14 days before the event is due to begin. If we notify you of a change to a booking under this Section 6.3, you shall have a right to cancel the booking and receive a full refund of the price paid in respect of the booking, providing that your notice of cancellation must be received by us within 7 days following the date of issue of our notification of the change. If your notice of cancellation is received after the end of that period, you will not be entitled to a refund under this Section 6.4.
- 6.5 We may cancel an event at any time by notice to you in writing (including by email to the email address you've provided to us. If we cancel, you will be entitled to a full refund of the ticket price paid.
- 6.6 You may cancel your ticket purchase in accordance with Section 10.

7. Membership Subscription Fees and event ticket prices

- 7.1 The membership fees and event ticket prices will be as set out on the website from time to time.
- 7.2 All amounts stated in these Terms or on our website are stated inclusive of VAT.
- 7.3 The term of membership is one year, unless you cancel your membership in accordance with Section 9 or 10, and you must pay to us the membership fees for one full year either in full in advance or in monthly instalments, in cleared funds, in accordance with any instructions on our website.
- 7.4 You must pay to us the cost of tickets in advance in cleared funds. Payments can be made using any of the methods specified on our website from time to time.
- 7.5 We may vary fees or prices from time to time by posting new fees or prices on our website, but this will not affect fees for memberships or ticket prices that have been previously paid.
- 7.6 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
- 7.7 If you owe us any membership subscription fees, we may suspend or withdraw your membership.

8. Login details

- 8.1 If you have successfully applied for membership of the Free Speech Union, we will provide you with a password which we recommend you change to something memorable and secure.
- 8.2 You must keep your password confidential. Please notify us immediately if you become aware of any disclosure of your password because you will be responsible and liable for all activity on your account until you do so.

9. Cancellation and suspension of membership

9.1 We may:

- (a) suspend your membership; or
- (b) cancel your membership,

at any time in our sole discretion. We shall make reasonable efforts to give you notice and an explanation and to refund to you a pro rata amount of your membership fee, except where we cancel or suspend your membership because you have breached these Terms.

9.2 You may cancel your membership, or change your membership type by emailing admin@freespeechunion.org. Subject to Section 10, you will not be entitled to any membership fees refund if you cancel or change your membership type in accordance with this Section 9.2.

10. Distance contracts: cancellation right

10.1 This Section 10 applies if and only if you join The Free Speech Union, or buy an event ticket, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

10.2 You may withdraw your application to join The Free Speech Union, or cancel your confirmed membership; or cancel a ticket purchase at any time within the period:

- (a) beginning upon the submission of your membership application or ticket purchase date; and
- (b) ending at the end of 14 days after the day on which you purchased a ticket (provided the event hasn't happened in the meantime) or your membership application is accepted by us.

You do not have to give any reason for your withdrawal or cancellation during this "cooling off period".

10.3 In order to withdraw your membership during the cooling off period, or cancel your ticket purchase, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by emailing admin@freespeechunion.org before the cooling off period has expired.

10.4 If you cancel your membership or ticket purchase during the cooling off period, you will receive a full refund of any subscription fees or ticket purchase price you already paid.

10.5 We will refund money using the same method used to make the payment. We will process the refund due to you within 14 days after the day on which you cancel.

11 Our rights to use your Information

- 11.1 In these Terms, "your information" means all information that you submit to us which relates to a matter with which you would like The Free Speech Union's support or assistance; and any materials which we prepare in relation to your matter.
- 11.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store and, **with your specific consent**, publish your information on and in relation to this website, for example, in our newsletters to members. If you do not consent to us publishing your information, we will only refer to your matter anonymously.
- 11.3 You warrant that your information is true, accurate, lawful and not misleading.

12. Members Legal Assistance

- 12.1 As part of your membership benefits, you may contact the Free Speech Union to request assistance and support if you believe that the manner in which you've exercised your legal right to free speech has caused you negative consequences. **The Free Speech Union is not able to take on all matters referred to it, so any assistance and support will be provided at the discretion of the Free Speech Union.** Any communications and correspondence under these Terms between you and the Free Speech Union or our case workers or advisors contains general information about the law and legal practice and **is not legal advice and should not be treated as such.**
- 12.2 We may send to you a Letter (as defined at Section 5.2) which shall set out and limit any legal assistance which we may, in our discretion, provide to you.
- 12.3 **Whilst the Free Speech Union takes all reasonable care to ensure that the information, suggestions and advice we, our case workers, employees, contractors and advisors give to you is accurate, we give no warranty or representation that the suggestions, advice or legal information we give to you is complete or free from errors or inaccuracies.**
- 12.4 **Our employees and contractors are not legally qualified and do not hold themselves out to be. As such, you should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information received from one of our case workers.**
- 12.5 No lawyer-client, solicitor-client or attorney-client relationship shall be created through your membership or your interaction with our case workers or the Free Speech Union.

13. Rules about any Content you post on the Website

- 13.1 In this Section, "your content" means any messages or posts you send or publish on the website.
- 13.2 You grant us the rights we need to send any messages or publish your posts on our website.

- 13.3 You promise that your content will not be unlawful, illegal or infringe any person's legal rights. In addition, please ensure your content is not:
- (a) obscene or indecent;
 - (b) discriminatory on the grounds of race or religion;
 - (c) depicting violence in an explicit, graphic or gratuitous manner;
 - (d) pornographic, lewd, suggestive or sexually explicit;
 - (e) untrue, false, inaccurate or misleading;
 - (f) consisting of or containing any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - (g) spam; or
 - (h) objectively offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, or inflammatory.

14. Your Personal Data

- 14.1 How we use your personal data is explained in detail in our Privacy Policy at <https://freespeechunion.org/privacy-policy/>.
- 14.2 During the course of your membership or if you correspond with us, through the website or otherwise, we will need to use your personal data. We may provide your personal data to members of our Advisory Councils or other professional advisors who sometimes assist us with particular matters which match their expertise. If you don't want us to share your personal data with our Advisory Councils, you can tell us this when you discuss your particular case with us. If so, we may not be able to provide you with the support you would like and expect, but it is your decision, none the less. If you provide to us personal data relating to others, then you confirm to us that you have a lawful basis for doing so under data protection law. Where that basis is consent, then you confirm to us that you have secured the consent of the data subject to our using their data.

15. Confidentiality

Any information which you give us regarding a case with which you require assistance will be received in confidence. This means that we must maintain the confidentiality of such information if you share it with us and can only tell others about it if you give your consent for us to do so (which we would obtain if and when needed). The only exception is that statutory and other legal requirements may mean that we have to disclose your information to governmental or other regulatory authorities, e.g. organisations, whose rules we must meet, without your consent and without telling you that we have made the disclosure. Statutory and legal requirements are rules or regulations that an individual or organisation must, by law, follow.

16. Limited warranties

16.1 We do not warrant or represent:

(a) the completeness or accuracy of any information published on our website or provided by us (including during events);

(b) that the material on the website, communicated at events or advice from us is up to date;

(c) that the website will operate without fault; or

(d) that the website or any service offered on the website will remain available at all times.

16.2 We reserve the right to shut down the Free Speech Union and/ or stop publishing our website at any time in our sole discretion without explanation. In the event of us doing this, we will make all reasonable efforts to refund your membership fee or ticket purchase price in accordance with Section 9.1

16.3 To the maximum extent permitted by applicable law and subject to Section 17.1, we exclude all representations and warranties relating to the subject matter of these Terms, our website and the use of our website.

17. Limitations and exclusions of liability

17.1 Nothing in these Terms will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these Terms, except to the extent permitted by law.

17.2 The limitations and exclusions of liability set out in this Section 17 and elsewhere in these Terms:

(a) are subject to Section 17.1;

(b) govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms; and

- (c) may be varied in a Letter, subject always to the limitations set out in section 17.1, if you join the Free Speech Union as an individual acting wholly or mainly within your trade, business, craft or profession.
- 17.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 17.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 17.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 17.6 We will not be liable to you in respect of any losses you suffer which you have contributed to as a result of your own breach of these Terms, including but not limited to your breach of section(s): 4.2; 11.3; 13 or 14.2.
- 17.7 The membership services we provide to you are only for you. Nobody else can rely on our advice (or see a copy of it) for any purpose without our written permission. We owe no duties to anyone but you, and we will not be liable to you or to any third party for any loss suffered by you or any third party as a result of you sharing with any third party any suggestions, advice or legal information which we provide to you under these terms.
- 17.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability company; you agree that you will not bring any claim personally against our advisors, members, contractors, officers or employees in respect of any losses you suffer in connection with the website or these Terms. Each person mentioned in this paragraph can enforce it under the Contracts (Rights of Third Parties) Act 1999. This will not limit or exclude the liability of the Free Speech Union Limited itself for the acts and omissions of our officers, employees and contractors.
- 17.9 Where you or others contribute to your loss, the Free Speech Union will be liable only for a fair proportion of your loss, taking into account your or such other's actions.
- 17.10 The Free Speech Union is a not-for-profit organization that strives to promote the rights of free speech in the United Kingdom, and for our members. We will always use reasonable care and skill in all the actions we take, whether on our own behalf or for our members. **We can only remain viable as a not-for-profit organization with low membership fees if we cap our liability to you in respect of any membership services we provide to you under these Terms. Therefore, our aggregate liability to you under these Terms shall not exceed the total amount you have paid to us in membership fees and/or ticket purchases.**

18. Breaches of these Terms

- 18.1 Without prejudice to our other rights under these Terms, if you act in a way which we consider to be damaging to the reputation and goodwill associated with the Free Speech Union and/ or breach these Terms in any way or act in a way which is contrary to the values set out in our Statement of Values (<https://freespeechunion.org/about/statement-of-values/>), or if we reasonably suspect that you have breached these Terms in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your membership benefits and access to events and/ or the membership area of the website;
 - (c) cancel any tickets you have purchased, terminate your membership and permanently prohibit you from re-joining the Free Speech Union;
 - (d) prevent you from attending an event organized by the Free Speech Union, or require you to leave an event which is in progress;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (e) suspend or delete your membership account on our website and bar you from purchasing tickets to attend future events.

19. Third party websites and organizations

- 19.1 Our website includes hyperlinks to other websites owned and operated by third parties; and our case workers may refer you to other organizations who may be able to help you. Such hyperlinks are not recommendations.
- 19.2 We have no control over third party websites and their contents or third-party organizations, and subject to Section 17.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

20. Trade marks

- 20.1 Our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 20.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these Terms, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

21. Variation

We may revise these Terms from time to time. The publication date of these Terms is at the top. If you are a member, we will notify you by email of any material change to these Terms. If you do not accept such material changes, you may terminate your membership by using the Account management section

of the website and we will refund you any pro- rata amount of unused membership fees. Any non-material change to these Terms will be notified via our website.

22. Assignment

- 22.1 You agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms, providing, if you are a consumer, that such action does not affect the standard of that service that you will receive.
- 22.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

23. Severability

- 23.1 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 23.2 If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

24. Third party rights

- 24.1 A contract under these Terms is for our benefit and your benefit and, subject to Section 17.8, is not intended to benefit or be enforceable by any third party.
- 24.2 The exercise of the parties' rights under a contract under these Terms is not subject to the consent of any third party.

25. Force Majeure

- 25.1 If a force majeure event gives rise to a failure or delay in us performing any obligation under these Terms, that obligation will be suspended for the duration of the force majeure event.
- 25.2 If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing any obligation under these Terms, we shall: promptly notify you; and inform you of the period for which it is estimated that such failure or delay will continue.
- 25.3 If the performance of our obligations under these Terms is affected by a force majeure event, we shall take reasonable steps to mitigate the effects of the force majeure event.
- 25.4 In this Section 25.4, force majeure event means an event that is, or a series of related events that are, beyond our reasonable control.

26. Entire agreement

Subject to Section 17.1, these Terms, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

27. Law and jurisdiction

- 27.1 These Terms shall be governed by and construed in accordance with English law.
- 27.2 Any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts of England.

28. Statutory and regulatory disclosures

- 28.1 We will not file a copy of these Terms specifically in relation to each member and, if we update these Terms, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these Terms for future reference.
- 28.2 The website of the European Union's online dispute resolution platform is available at <http://ec.europa.eu/odr>. The online dispute resolution platform may be used for resolving disputes.

29. Our details

- 29.1 This website is owned and operated by The Free Speech Union Limited. We are registered in England and Wales under registration number 12324336, and our registered office is at 85, Great Portland Street, London W1W 7LT.
- 29.2 You can contact us:
- (a) by post, to the postal address given above;
 - (b) using our website contact form;
 - (c) by telephone, at +44 (0) 7950 119 270; or
 - (d) by email, to admin@freespeechunion.org.