

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In these conditions the following words have the following meanings unless the context requires otherwise:

**"Agreement"** means the agreement between the Member and Socially Speaking incorporating these T&C's for the provision of the Service;

**"Events"** are the social events organized by Socially Speaking for its Members and their Guest(s);

**"Guest(s)"** is/are any non-member(s) a Member may bring to an Event subject to the prior written approval of Socially Speaking;

**"Information"** includes, without limit, all content, software, data, text, photographs, graphics, sound and video;

**"Intellectual Property Rights"** means all patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same;

**"Liability"** means the liability of any nature for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

**"Member(s)"** means any person/persons whose membership has been accepted by Socially Speaking and whose membership remains valid for the time being;

**"Service"** means the service provided by Socially Speaking to the Member including, but not limited to, Socially Speaking allowing the Member to browse the Website and attend Events;

**"Socially Speaking"** means Socially Speaking Limited, registered office 2nd Floor, 145-157 St. John Street, London EC1V 4PY, company number 05770167;

**"T&C's"** are the terms and conditions of this Agreement;

**"User"** means any person who browses the Website;

**"Website"** means Socially Speaking's website at URL [www.sociallyspeaking.com](http://www.sociallyspeaking.com) (or such other URL that Socially Speaking may use to provide the Service from time to time);

### 2. BASIS OF CONTRACT

2.1 Socially Speaking is an event planning organisation. Socially Speaking arranges social events in the United Kingdom and Europe for its Members and their Guest(s) to attend.

2.2 This Agreement is a legal contract between the Member and Socially Speaking. It should be read through carefully prior to registering with Socially Speaking. By registering, the Member agrees to the T&C's in this Agreement. Socially Speaking reserves the right to vary these T&C's at any time. The updated version will be posted on the Terms and Conditions page of the Website. Any renewal of membership is subject to the then applicable T&C's.

2.3 Guests who attend Events are bound by the T&C's of this Agreement. Members should advise their Guest(s) to review the T&C's before attending Events.

2.4 Employees and/or representatives of Socially Speaking are not authorised to make any representations or warranties concerning the Service unless confirmed by

Socially Speaking in writing. The Member acknowledges that they do not rely on any representation and/or warranty that has not been made in accordance with these T&C's.

2.5 The Agreement between the Member and Socially Speaking shall come into effect on Socially Speaking's acceptance of application for membership. No application for membership shall be deemed to have been accepted by Socially Speaking until the Member has received confirmation of membership from Socially Speaking by e-mail.

2.6 Socially Speaking shall have the right at its option to refuse to grant applications and renewals for membership and to terminate memberships at any time.

### 3. ELIGIBILITY

3.1 By applying to become a Member it is represented to us that:

3.1.1. the Member and their Guest(s) are 24 years or older;

3.1.2 neither the Member nor their Guest(s) has/have been subject to any injunction or any order to pay damages under the Protection from Harassment Act 1997 (or under any statutory enactment replacing and/or amending such Act).

3.1.3 neither the Member nor their Guest(s) has/have been convicted of any offence relating to violence and/or any offence under the Protection from Harassment Act 1997 (or under any statutory enactment replacing and/or amending such Act); and/or

If the Member or their Guest(s) is/are not able or not willing to give the warranties and representations set out in clause 3.1 above then they may not apply for membership and their Guest(s) is/are not permitted to attend any Socially Speaking Event.

### 4. MEMBERS' OBLIGATIONS

The Member will:

4.1 use the Service in a manner consistent with any and all applicable laws and regulations;

4.2 not engage in any abusive, threatening, drunken, anti-social or other inappropriate behaviour at Events;

4.3 not in any way assign, transfer, part with and/or authorise any other person to use, their membership;

4.4 keep their Member ID and password. The ID and password allocated to the Member are personal to the Member and are not transferable. The Member is responsible for keeping them secure and for any use of the Service including any activities by anyone using their username and password. This includes, without limitation, not letting any other person use their ID and password to view the Gallery area on the Members' Board page of the Website.

4.5 notify Socially Speaking immediately of any apparent breach of security such as loss, theft, or unauthorised disclosure or use of a username or password. In such cases the Member should immediately amend their password for the Service. The Member is responsible for logging out if their computer is accessible to others.

4.6 ensure that they are at the correct Event meeting point at the correct time. Socially Speaking is not liable for any loss or expense suffered by the Member due to their late arrival. It is the responsibility of the Member to ensure that they adhere to all Event instructions and regulations provided by Socially Speaking as well as any additional instructions given by Socially Speaking's representatives.

4.7 exercise caution and good judgement when attending Events. Although Socially Speaking organises Events for Members to attend at public and/or private venues and Socially Speaking representatives host these Events, neither Socially Speaking nor its representatives are responsible in any way for the actions of any individuals at these Events.

4.8 be solely responsible for interactions with other Socially Speaking Members. Socially Speaking reserves the right, but has no obligation, to monitor and/or mediate disputes between Members.

4.9 comply with any request to provide proof of identity (including photograph and signature) and submit to security searches at the Events.

4.10 comply with any rules, regulations or requirements of the Event venue and/or its Management/Owner or with reasonable requests by Socially Speaking and/or its representatives.

## 5. MONITORING AND ADMISSION

5.1 Socially Speaking reserves the right to monitor and edit the materials and feedback sent in for the Members' Feedback Forum.

5.2 Socially Speaking reserves the right to deny admission or to eject the Member and/or their Guest(s) from an Event without giving any reason if Socially Speaking, its representatives or the venue owner consider, in their discretion, that the Member or their Guest(s) has/have engaged or will engage in inappropriate behaviour or has otherwise breached these T&Cs. No refunds will be available in such case.

## 6. MEMBERSHIP TERMINATION

6.1 The Member may terminate their membership at any time upon giving Socially Speaking one month's written notice. In such case the Member will not be entitled to any refund of monies paid.

6.2 Socially Speaking may terminate a Member's membership at any time, without cause, upon giving them notice by email. In such case, Socially Speaking will refund pro rata any fees already paid, unless the Member is in breach of clause 4.2.

6.3 If the Member breaches the terms of this Agreement, then, without prejudice to any other remedies Socially Speaking may have, Socially Speaking may, immediately and without notice, terminate the Member's access to and/or membership of the Service in which case all monies owed by the Member to Socially Speaking shall become immediately due and payable, the Member will not be entitled to any refund of monies paid and they shall not attempt to use the Service or rejoin as a Member.

6.4 This clause 6.5 applies to the Member only if they are a "consumer" as defined in the Consumer Protection (Distance Selling) Regulations 2000 [www.hmso.ov.uk/si.si2000/20002334.htm](http://www.hmso.ov.uk/si.si2000/20002334.htm). The Member may cancel their order by giving Socially Speaking written notice within 7 working days of placing their order. Within 30 days of their notice Socially Speaking will refund credit card payments by credit card refund. However, this right of cancellation does not apply once the Member has started to use the Service by attending Events.

6.4 This Agreement continues for so long as the membership is valid. Even after termination of this Agreement, certain clauses will continue to apply including clauses 7 and 14 and other clauses necessary to interpret or enforce this Agreement.

## 7. LIMITATIONS ON LIABILITY

7.1 Nothing in these T&Cs in any way excludes or restricts Socially Speaking's liability for negligence causing death or personal injury or for fraudulent

misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.

7.2 This section (and any other clause excluding or restricting our liability) applies to Socially Speaking's directors, officers, employees, contractors, agents and affiliated companies as well as to Socially Speaking.

7.3 Without prejudice to the foregoing, Socially Speaking's total Liability to the Member under and/or arising in relation to this Agreement for any one event or series of events shall not exceed 5 times the amount paid by the Member for the Service (if any) in the 12 months before the event(s) complained of or the sum of £1,000, whichever is the higher.]

7.4 In no event will Socially Speaking be liable to the Member for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of data, loss of programs, cost of procurement of substitute services or service interruptions) arising out of the use of or inability to use the Service, even if Socially Speaking or its agents and/or representatives know or have been advised of the possibility of such damages, or to any person other than the Member.

7.5 Subject to Clause 7.1 Socially Speaking shall have no Liability to the Member for any delay in performance of this Service and/or any matters that are beyond their reasonable control. Socially Speaking shall have no Liability to the Member for any delay in performance of this Service and/or any other matters to the extent that such events and/or matters are due to any events outside Socially Speaking's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events.

7.6 Socially Speaking shall have no Liability for any defect in the Service caused or contributed to by the Member and/or any other Member.

7.7 Socially Speaking shall have no Liability to the Member if any monies owed by the Member to Socially Speaking have not been paid in full by the due date for payment.

7.8 The Member shall give Socially Speaking a reasonable opportunity to remedy any matter for which Socially Speaking is liable before the Member incurs any costs and/or expenses in remedying the matter themselves. If the Member does not do so Socially Speaking shall have no Liability to the Member.

7.9 The Member shall produce to Socially Speaking written evidence of any claims for which it is alleged that Socially Speaking is liable, together with written details of how any loss was caused by Socially Speaking and the steps taken by the Member to mitigate the loss before Socially Speaking shall have any Liability for the claim by the Member. The Member shall be under a duty to mitigate any loss, damage, costs or expenses that they may suffer.

7.10 Socially Speaking shall have no Liability to the Member to the extent that the Member is covered by any policy of insurance. The Member shall use reasonable effort to ensure that their insurers waive any and all rights of subrogation they may have against Socially Speaking.

7.11 Socially Speaking does not have the ability to independently screen participants registering for Events. By registering for an Event through Socially Speaking, the Member agrees that Socially Speaking is not liable for any damages, direct or indirect, that may in any way arise out of the Event. This includes, without limitation, damages arising out of travelling to and from an Event, meeting or communicating with other participants and the actions of other participants in Events arranged by Socially Speaking.

## 8. WEBSITE SERVICE

Socially Speaking provides the Service on an "as is" basis and grants no warranties of any kind, expressed, implied, statutory, in any communication with Socially Speaking or its representatives, or otherwise with respect to the service. Socially Speaking specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Socially Speaking does not warrant that use of its Service by the Member will be secure, uninterrupted, always available, or error-free, or will meet their requirements, or that any defects in the service will be corrected. Socially Speaking disclaims liability for, and no warranty is made with respect to, connectivity and availability.

It is possible other Members and/or Users (including unauthorised users or hackers) may transmit offensive or obscene materials on the Website and that Members may be involuntarily exposed to such offensive and obscene materials. Socially Speaking reserves the right to make changes to the Service provided that they do not have a material adverse effect on the quality of the Service. Socially Speaking reserves the right to suspend the Service without notice for repair, maintenance or other technical reasons.

Members must comply with reasonable instructions from Socially Speaking concerning use of the Service.

Members must notify Socially Speaking in writing immediately if they become aware of any inappropriate behaviour in connection with the Service.

## 9. PRICES AND PAYMENT

9.1 The price of the Service, and any variations which may occur from time to time, will be as shown on the Registration page on the Website. This includes any applicable VAT. Payment is by credit or debit card on Socially Speaking's Website.

9.2 Payment for membership and Events shall not be deemed to have been made until either cash or cleared funds in respect of the full amount outstanding have been received by Socially Speaking. The Member will not be able to attend Events until payment has been received.

9.3 Unless otherwise stated in this Agreement, all monies paid by the Member to Socially Speaking are non-refundable.

## 10. REFUNDS AND EXCHANGES

10.1 Pre-pay Events: Some Events require the Member to pre-pay for the Event when they book onto the Event. When booking for a Pre-pay Event the Member must pay the full amount for that Event on the internet or in person in cash. Socially Speaking reserves the right to charge an 'offline' price for manually booking members on an Event if booking is arranged in person rather than the Member booking onto the Event online themselves. This may be higher than the advertised price. These T&C's together with the general information provided on the Website for each individual Event is the basis of your contract for each Event. This particular contract will come into existence when Socially Speaking dispatches a confirmation receipt containing the booking reference number.

10.2 If the Member cannot attend a Pre-pay Event that they have booked onto, and only if they provide Socially Speaking with written notice of cancellation more than 14 days before the Event is due to take place, will Socially Speaking either provide the Member with a full refund within 14 days or, subject to places being available, offering the Member the option to transfer onto another Event to the same fee value or less, with the difference being refunded within 14 days. If less than 14 days notice of cancellation is provided, it will be at Socially Speaking's discretion to either

reimburse the Member or book them onto an alternative Event to the same fee value or less.

10.2 If the Pre-Pay Event is cancelled Socially Speaking will refund the Member's payment in full using the same method of payment used by the Member when booking. If the Event is varied, Socially Speaking will, at its option, either ensure that the Member's booking reference number will remain valid for the varied Event or else offer a full refund.

## 11. RENEWALS

Membership renewals are entirely at Socially Speaking's discretion and it reserves the right to refuse to renew any application to upgrade for any reason whatsoever.

## 12. EVENTS

### 12.1 Event Booking Reference Numbers

12.1.1 Booking reference numbers for an Event cannot be exchanged, transferred or resold (subject to Clause 10.2 above) and will be subject to the Regulations applicable for that Event. Any booking reference obtained in breach of this clause shall be void.

12.1.2 Booking reference numbers constitute the Member's ticket. Socially Speaking is not obliged to replace it and so the Member must keep it secure. The Member must bring it with them to the Event otherwise they and their Guest(s) may not be admitted. If the booking reference number is lost, the Member must advise Socially Speaking immediately.

### 12.3 Events Descriptions

Socially Speaking uses reasonable endeavours to describe events correctly but cannot guarantee that descriptions are accurate in every respect. This may arise where, for example, Socially Speaking has relied on information supplied by third parties.

### 12.4 Events Cancellations/Variations

12.4.1 Socially Speaking cannot guarantee that the Event will not be cancelled or varied (by nature, date, location or otherwise). If so, Members will be notified as soon as reasonably possible by email to the address specified when booking.

12.4.2 Socially Speaking shall have no other obligations in the event of cancellation or variation.

## 13. COMPLAINTS

To resolve a complaint the Member should first contact Socially Speaking by clicking on the "Contact Us" button or via email to: [info@sociallyspeaking.com](mailto:info@sociallyspeaking.com).

## 14. INDEMNITY

14.1 The Member agrees to indemnify and keep indemnified Socially Speaking against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Socially Speaking and arising from and/or relating to the Member's use of the Service and/or arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by them.

14.2 Indemnity by User: You will defend, indemnify, and hold harmless Socially Speaking, its officers, directors, employees and representatives, for any losses, costs, liabilities and expenses (including reasonable solicitors' fees) relating to or

arising out of your use of the Service, including any breach by you of the terms of this Agreement.

#### 15. PERSONAL DATA

15.1 Personal Information collected from the Member is subject to Socially Speaking's Privacy Policy.

15.2 The Member confirms that they have shown Socially Speaking's Privacy Policy to, and obtained similar consent from, any third party individuals whose personal data they have supplied to Socially Speaking.

15.3 Socially Speaking will keep confidential all information supplied by the Member to Socially Speaking, including credit card number(s), and shall use or disclose such information only for the purposes for which such information was collected, or as required by law.

#### 16. GENERAL

16.1 This Agreement contains the entire agreement between the Member and Socially Speaking. If any part of this Agreement is deemed void or ineffective for any reason, the court may endeavour to give effect to the parties' intentions as reflected in that part and in any case the other parts remain in full force and effect.

16.2 All third party rights are excluded and no third parties shall have any right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.3 No waiver by Socially Speaking of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

16.4 Socially Speaking may assign all or part of its rights or duties under this Agreement; the Member may not do so without Socially Speaking's prior written consent.

16.5 Unless otherwise stated in this Agreement all notices in writing shall be sent by email to the most recent email address specified by the Member on the Service (in the Member's case) and by email to [info@sociallyspeaking.com](mailto:info@sociallyspeaking.com) (in Socially Speaking's case).

16.7 This contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

#### 17. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

17.1 As between the Member and Socially Speaking, All Intellectual Property Rights in connection with the Service shall be owned by Socially Speaking absolutely. The Member will not copy, modify, publish, transmit, distribute, perform, display or sell any such proprietary information.

17.2 The Member may link to the Service but may not include the Service in part or in whole within another external website without the prior written consent of Socially Speaking.

#### 20. THIRD PARTY WEBSITES

We may link to third party websites which are related to our Events or of interest to Members. Socially Speaking is not responsible for any offensive content within these websites or for the performance of these websites.

*Dated: 27 June 2007*