

BE HEARD - TERMS AND CONDITIONS FOR BOOKERS

INTRODUCTION

This site is owned and operated by Events 1st Limited, a company registered in England with company number 08928731 with the registered address of Events 1st Limited, MSP House, Bridle Way, Liverpool L30 4UA.

These Terms and Conditions together with our Privacy Policy apply to your use of <https://be-heard.io/> ("site"). We offer a service through which users of the site can search for and book speakers.

1. APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions apply to all Bookers accessing any part of this site. As a Booker, you are fully responsible for ensuring that all relevant employees, officers, agents, contractors and other representatives of your organisation are aware of and comply with all obligations under these Terms and Conditions. You will be liable for any breach of these Terms and Conditions by any such representatives of your organisation as previously stated above.

By accessing or using any part of this site you agree to be bound by these Terms and Conditions. You also agree to be bound by our Privacy Policy. If you wish to use this site, you will need to accept these Terms and Conditions before submitting a booking request.

Events1st Limited may alter these Terms and Conditions, and the Privacy Policy at any time, at its sole discretion, without notice to you and you agree to be bound by the current version of them. If you do not agree to these Terms and Conditions, please do not access or use this site.

2. ACCESSING OUR SITE

Our Site is currently made available free of charge.

Events 1st Limited, will need to carry out maintenance of the site from time to time and in addition the site will be provided free of faults to the best of our abilities and that the site or the computer server from which it is made, do not contain viruses or other harmful components.

We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

Events 1st Limited reserves the right to suspend or terminate your access to and use of the site in line with our Terms and Conditions and Privacy Policy.

3. RESPONSIBILITY FOR INFORMATION

Events 1st Limited gives notice that the particulars/information relating to any speakers on the site are provided by the individual speakers (and displayed on their behalf) and are intended as a general outline for guidance only and, do not form, part of or any offer or contract with Events 1st Limited.

Events 1st Limited is not responsible for the validity of the details relating to the speakers shown. Bookers should not rely on them as statements or representations of facts without carrying out their own due diligence. Events 1st Limited and its employees do not have any authority to make or give representations or warranties in relation to any of the speakers recorded on the site.

4. MAKING A BOOKING

If you wish to book any of the speakers from the site, you will be required to complete a registration form as detailed on the site. Once completed you will be able to search and browse speakers and view their profiles. Once you have chosen the speaker(s) that fits your criteria, you will have the option of adding them to your favourites or making a request for their contact details. Once the request has been accepted by the speaker, their email and phone number will be provided for your attention, to enable you to make all appropriate arrangements. As a booker, you are fully responsible for ensuring that any information you provide to the speaker is accurate, complete and up to date.

5. PAYMENT

Currently there is no fee or payment required to access the site as a booker for any of the speakers that are identified on the site.

6. CANCELLATION OF SPEAKERS

If you cancel a speaker engagement for any reason, you will be fully responsible to contact the speaker within a reasonable time frame and make any payments that the speaker has incurred up to and including the cancellation date. Events 1st Limited has no liability against any expenses incurred by the speaker, neither will Events 1st Limited have any responsibility to make any cancellations on your behalf.

7. DISCLAIMER AND LIMITATION OF LIABILITY

To the fullest extent permitted at law, Events 1st Limited is providing this site and its contents on an “as is” basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this site or the information, content, in this site.

Events 1st Limited nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site or the information, content, or anything that occurs from using speakers from the site in any capacity. Events 1st Limited does not limit its liability for fraud or fraudulent misrepresentation with any of the speaker profiles. It also does not limit its liability for death or personal injury to the speaker when visiting bookers venues.

8. NO CONTRACT

Please note that no part of the content of the Be Heard website apart from these Terms and Conditions and the Privacy Policy, constitutes any part of an invitation to treat, offer or contract.

9. LINKING TO OUR SITE

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

10. PRIVACY POLICY

We process personal information obtained from you in accordance with our Privacy Policy. By using our site, and subject to the terms of the Privacy Policy, you consent to such processing, and you warrant that all data provided by you is accurate.

11. VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

12. PROHIBITED USE OF OUR SITE

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these Terms of Use and, if you are a Venue Provider, the Venue Provider Agreement.
- Not to access without authority, interfere with, damage or disrupt:
 1. any part of our site;
 2. any equipment or network on which our site is stored;
 3. any software used in the provision of our site;
 4. any equipment or network or software owned or used by any third party.

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our Site.

13. Content standards

These content standards apply to any and all material which you contribute to our site. You must comply with the spirit of the following standards as well as the letter.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.



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- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

14. CHANGES TO THIS DOCUMENT

Events 1st Limited reserves the right to change these terms and conditions as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the website and you are deemed to have accepted the terms and conditions on your first use of the Website.