

**Heather Marsh**  
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E-MAIL

The Standing Committee  
The Oxford Union  
Frewin Court  
Oxford, UK  
OX1 3JB

April 25, 2018

Dear Laali Vadlamani, Gui Cavalcanti, Stephen Horvath and Standing Committee,

When I travelled to the Oxford Union on Friday, April 20, to (finally) pick up a reimbursement for part of my expenses from the Whistleblowing Panel on February 27<sup>th</sup>, I asked, again, when the video of the event would be posted. I was told by your bursar, Lindsey Warne, that “*A great many people are asking, but that video is not ever going up.*” She also said, “*We have had many meetings about this.*” Both of these statements are in direct contradiction to repeated statements, received by both me and journalists, regarding the video over the last two months (during which time all communication with the Oxford Union can be best described as a run-around) . I emailed you all on Monday, April 23, asking for a confirmation of this information, and have, as usual, received no response.

Ms. Warne also stated that the Union was “*under no obligation*” to post the panel video and “*did not owe any consideration to journalists.*” Whether or not Oxford Union owes any consideration to journalists, who usually work extremely hard, at frequently great risk, in an increasingly impossible job, is a matter, I suppose, between the Oxford Union and the British public. I believe, however, (and my lawyers agree) that she is very mistaken regarding the consideration and obligation owed to speakers, in terms of both respect and legality.

The offer to speak is a contractual obligation. The benefit to the Union is self-evident; the speakers are the reason the Union exists. I fulfilled my obligation to perfection, as was agreed by all members of the committee who were present and the audience. No speaker would go to the time, expense and annoyance of speaking at Oxford Union with no benefit in return; the speaker benefits are clearly outlined in both the offer and the subsequent email correspondence and are clearly the reason for my acceptance of the offer. From the invitation offer:

*“The Union offers a unique combination of tradition and prestige, with our student members constituting an engaged and enthusiastic audience; our events can be tailored to fit almost any format - a speech followed by questions, a prepared Q&A or simply an informal conversation – and last year attracted coverage from the BBC, CNN, New Delhi TV, Russia Today (RT), and most major British national newspapers and international publications including the New York Times and the Economist. Furthermore, all our events can be professionally filmed for our YouTube channel, which has received over 40 million views since it was relaunched last year. It goes without saying, though, that the level of media coverage would be entirely at your discretion.”*

Obviously, even the dubious intangible benefits listed are dependent on the publicity so clearly offered as the sole benefit to speakers. That publicity is dependent on the Oxford Union committee communicating honestly, in good faith, and in reasonable time, with the journalists who wish to cover the event. It is dependent on the Oxford Union providing the materials the journalists need to cover the event, and it is especially dependent on the committee and staff of the Oxford Union not treating journalists with utter disrespect and leading them on for two months with a bureaucratic run-around of contradictory falsehoods. Ms. Warne may feel that they are “*under no obligation*” to journalists and “*do not owe them anything*”, but if you are offering the fruit of journalists’ labour as your part of a contractual obligation with your speakers (as you clearly are), then yes, you do have an obligation to them. I made it very clear that this media coverage was the only reason I was giving my time, effort and expense to your organization. Your obligation to me is an obligation to them.

You also specifically mention your Youtube account in your offer, and boast of its views and the professional quality of filming. Again, this is listed as part of a contractual offer. The only caveat to the coverage of my work is that it would be at *my* discretion – not Oxford Union’s and not another panelist’s. The other speakers used their discretion and signed the same release form as I did, at the same time, agreeing to the video being posted on Youtube. There is obviously no copyright issue as Oxford Union holds the copyright to their video of a public event and is under contractual obligation to release it, but if you did want to censor a part of the panel, to accommodate the pettiness and fragility of another panelist, it is perfectly easy to remove his audio track and blur his image. You have modified speaker videos to sanitize the U.S. military’s image in the past. Other panelists have no standing to censor the parts where I am speaking. Are your debates run in this way as well? Does a petulant loser have the right to censor the entire debate?

I note that in all of our communication, written and verbal, you stressed the liberty I would have to speak freely, as indeed, all of your organizational marketing also stresses. This was a key component of my appearance at your event, as I would never agree to appear in such company except in extreme opposition.

While no one could prevent the blizzard on the day of the event, the Oxford Union social media management was not competent. The Twitter feed announced nothing about the event, and on Facebook, social media managers actively worked against attendance by changing the date three days before the event and then changing it back again - screenshot attached, note two different dates and confused commenters. (There was no communication to me regarding either of the advertised date changes.) Note that balloters must submit a ballot 24 hours before attendance for the initial meet and greet and would have been prevented from doing so by the time switch and reversal. The in-person attendance, therefore, was very secondary to any media coverage, or the advertised Youtube channel views. When discussing potential speaker benefits with your committee prior to my decision to accept your offer, I also received the following from Charlie Cheesman, under direction from then-president Laali Vadlamani:

*“Regarding travel; as a student society with charitable status, we are unfortunately unable to cover the costs of international travel or provide honorariums, however, we do cover all domestic UK travel costs and provide 5 star accommodation for the duration of your stay, as well as a bespoke dinner with the other panelists and tour of the city and Union itself, should you wish.”*

Far from providing 5 star accommodation, the Union did not communicate in any reasonable way, and I was left to find my own, very last minute, accommodation (while also dealing with the problem of changing dates above). The only refreshment offered was half of a glass of water. Despite my expressed and repeated wish to see the Union and city, I was not shown anywhere except the rooms I was speaking in. In fact, I was left with no direction to even find my own way to the venue and figure out how to get through the iron barricade and security to speak at the event. Despite submitting receipts immediately, I have spent the subsequent two months trying to arrange even such minimal reimbursement as was offered. In no way could this treatment be considered fulfillment of the above-stated contractual obligation. That leaves only one item possible for the Oxford Union to fulfill to avoid being fully in breach, and that is the initially offered media coverage and Youtube posting.

Ms. Warne mentioned to me that during one of the *"many meetings"* you have had over this, *"I said, facetiously of course, that it was ironic that we were censoring a whistleblower panel!!"* To quote Pulp's *Common People*, I can't see anyone else smiling in here. You are in breach of contract. Please remedy this by posting a copy of the professionally filmed, Whistleblowing Panel video to the main Oxford Union Youtube channel, including details such as the date of the event, names of speakers (in title, description, and search terms) and (at very least) all sections spoken by me, within fourteen days (by Wednesday the 9<sup>th</sup> of May), and contact me before that date to discuss further remedies.

The losses I have suffered include; loss of income due to time spent preparing for and attending the event, including the two months and counting spent attempting to resolve this issue; additional expenses including, but not limited to, those incurred in having to attend in person at the Oxford Union on Friday, April 20, to obtain a semi-honest answer regarding the video status; stress; aggravation; loss of professional opportunity resulting from a timely release of the video; professional or personal reputational loss due to your conduct in censoring my work with no proffered explanation to the public and your disrespect to interested journalists; loss of newsworthiness of the event (for instance, the Cambridge Analytica story has now revealed much of what I spoke about and other events mentioned are no longer newsworthy); any costs incurred by future legal action required in this matter; and any interest that may be accrued on financial damages. In the event that you continue dealing in bad faith regarding this matter, I reserve the right to commence legal proceedings against you without further notice.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in cursive script that reads "Heather Marsh". The signature is written in dark ink and is positioned above the printed name.

Heather Marsh

Attachments:

Letter of invitation

Facebook Event dates image