

Google Ireland Limited
1st and 2nd Floor
Gordon House
Barrow Street
Dublin 4
Ireland

E-mail: info@aughtonainsworth.com

Our Ref: TE/JT/1404.3

Your Ref:

Date: 2nd April 2008

Dear Sirs

The Christian Institute v Google Ireland Limited
Programme Service Agreement

We are instructed on behalf of the Christian Institute, a registered charity which seeks to promote the Christian faith with regard to your decision to withdraw and refuse to display the Christian Institute's advertisement with Google AdWords. The advertisement simply said:

UK Abortion Law

Key views and news on abortion
law from The Christian Institute
www.christian.org.uk.

You explained in an email dated 19 March 2008 that the reason for the withdrawal was because 'Google policy does not permit the advertisement of websites that contain 'abortion and religion-related content'. A copy of your email is enclosed and marked '1'. It is unlawful for you to discriminate against the Christian Institute in a manner which infringes section 46 of the Equality Act 2006, ('the 2006 Act').

In relation to your provision to the public or a section of the public of 'facilities or services' to advertise, you are treating the Christian Institute less favourably, on the express grounds of their religion or belief, than others where there is no material difference in the relevant circumstances. This is evidenced by the fact that you permit groups, such as 'Reality Check', who are promoting pro abortion beliefs, to advertise on the abortion link. A copy of a printout from a google search under the word 'abortion' is enclosed and marked '2'. The advertisement from 'Reality Check' is second down in the right hand column.

In fact the discrimination seems to be directly targeted at the Christian Institute. This is because the 'Google policy' to which you refer, does not appear in your written 'AdWords Advertising Policies' at all. We refer to a print out of the policy (timed at 16:49 on 27 March 2008) running to 18 pages, a copy of which is enclosed and marked '3'.

In any event, whether directly targeted at the Christian Institute or not, the policy is unlawful. Although issues of justification are not relevant where direct discrimination is established (see section 45(1) of the 2006 Act), we do not believe there can be any sensible explanation for this policy. As stated above you permit groups, such as 'Reality Check', to promote pro abortion beliefs in their advertisements. You permit abortion clinics to advertise their services and 'political advertising' (page 12 of 18 of Adwords Advertising Policies at exhibit 3). You also permit organisations to advertise 'anti-religious T-shirts' as a link to the google search word 'secular', as appears from a copy of a search enclosed and marked '4'.

A copy of your service agreement with our client is enclosed and marked '5'. This provides at clause 16 that 'this agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this agreement'.

We have advised our client that they are entitled to bring a claim for breach of statutory duty pursuant to section 66 of the 2006 Act. A court may, pursuant to section 68 of the 2006 Act, grant an injunction and award damages.

In the circumstances our client is seeking the following remedies:

- a) permission to publish its advertisement;
- b) an award of damages;
- c) reasonable costs.

Please confirm that you will permit our client to publish its advertisement together with your reasonable proposals for payment of damages and that you will be responsible for our client's reasonable costs.

There is as yet no formal pre-action protocol for claims of this nature. In such cases the Court will expect the parties, in accordance with the overriding objective to act reasonably in exchanging information and documents relevant to the claim and generally in trying to avoid the necessity for the start of proceedings, (paragraph 4.1 of the Protocols Practice Direction). This letter is written in this spirit.

In accordance with the overriding objective we believe that 7 days from the date of this letter is a reasonable time for you to respond to this letter.

If we do not hear from you within this time we have instructions to issue court proceedings against you without further notice. If you consider that you need further time to investigate the matters raised in this letter we are happy to consider any reasonable extension requested by you.

We look forward to hearing from you.

Yours faithfully

AUGHTON AINSWORTH

Encs.