

RIGHTMOVE GROUP LIMITED

GENERAL MEMBERSHIP TERMS AND CONDITIONS 2019

1 DEFINITIONS

1.1 In these Conditions, the following definitions apply:

“Agency Agreement” means an agreement made between You and Your Client for the provision of estate agency, lettings and/or other property services.

“Brand” means the Rightmove brand and all representations of the Rightmove trade marks including logos, devices, domain names and other Intellectual Property Rights owned or used by Rightmove from time to time.

“Brand Guidelines” means the guidelines which set out the rules and procedures for use of the Brand which are available via the Website.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Charges” means the charges payable by You for the Services in accordance with these Conditions.

“Commencement Date” has the meaning set out in clause 2.1.

“Conditions” means these general membership terms and conditions as amended from time to time in accordance with clause 11.2.

“Contract” means the contract between Rightmove and You for the supply of Services in accordance with these Conditions.

“Control” has the meaning given in section 1124 of the Corporation Tax Act 2010.

“Data Protection Law(s)” means the Data Protection Act 2018 (as may be amended from time to time), the General Data Protection Regulation 2016/679 and thereafter any law applicable in the United Kingdom which deals with data protection.

“Display Products Text Content Guidelines” means the guidelines for display advertising products which are available via the Website and which will ensure adverts on Platforms are compliant with the Committee of Advertising Practice (CAP) codes.

“E-Marketing Best Practice Guidelines” means the guidelines for email marketing campaigns which are available via the Website.

“Feed Provider” means any third party data feed provider used by You to upload or receive data from the Platforms.

“Geographical Advertising Guidelines” means the guidelines for geographical advertisers which are available via the Website.

“Group” means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company.

“Guidelines” means the: (1) Membership Classification Guidelines; (2) Technical Guidelines; (3) Geographical Advertising Guidelines; (4) Brand Guidelines; (5) Product Guidelines; (6) Display Products Text Content Guidelines; (7) E-Marketing Best Practice Guidelines; (8)

Telephone Recording Consent Form and (9) RightmovePlus Guidelines, (10) [Rightmove Passport Landlords and Lettings Agents Terms and Conditions](#) which may be updated or amended in accordance with clause 11.2 from time to time together with any other guidelines issued by Us which are available on Our Website or otherwise made available to You, each a **“Guideline”**.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Late Payment Legislation” means the Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013 as amended.

“Liability Cap” means the actual amount of Charges payable to Rightmove over a period of 12 months immediately preceding the issue giving rise to a claim or, if the Contract has been in force less than 12 months, the average actual monthly Charges payable multiplied by 12.

“Locations” means the physical locations identified on Your Membership Application Form or a location (as defined in the Geographical Advertising Guidelines or Membership Classification Guidelines) where We deem You advertise or promote Your services which may be varied in accordance with clause 3.3.

“Member” means an agent, developer, landlord or property owner as described in more detail in the Membership Classification Guidelines.

“Member Data” means all personal data, property information, property values, photographs, images, property plans and any other information provided by You (or by a third party on Your behalf) to Rightmove and which may include data about Your Client.

“Membership” means Your entitlement to the Services subject to these Conditions.

“Membership Application Form” means the document identified as the membership application form and which contains Your application for Membership and the Price Schedule.

“Membership Classification Guidelines” means the guidelines which describe the various classifications and categories of Rightmove membership which are available via the Website.

“Mobile Platform” means Rightmove’s consumer facing software applications for use with mobile devices.

“Notice Period” means at least 30 days’ prior written notice which shall commence on the date that the notice is deemed to have been received by a party pursuant to clause 11.6 and will expire on the last day in a calendar month on or after the expiry of the 30 day period. For example, where the Notice Period commences on 1 January, it will expire on the 31 January.

Where the Notice Period commences on 15 January, it will expire on the 28 February (or the 29 February in a leap year).

“Platforms” means the Website and Mobile Platform and any other technological platforms or innovations used or operated by Us to deliver Rightmove’s services whether now or in the future.

“Price Schedule” means the schedule in which the Charges for the Services are specified as amended in accordance with these Conditions.

“Privacy Law” means The Privacy and Electronic (EC Directive) Regulations 2003 (as amended) and any law which replaces or repeals The Privacy and Electronic (EC Directive) Regulations 2003 including without limitation the Regulation on Privacy and Electronic Communications for such period of time as the United Kingdom of Great Britain and Northern Ireland remains a member of the European Union and any law applicable in the United Kingdom which deals with the protection of personal data in electronic communications.

“Product Guidelines” means the guidelines which contain the description and specification of the services offered by Rightmove pertaining to Your Membership which may include but is not limited to the [Estate Agency and Lettings Product Guidelines](#), [New Homes Product Guidelines](#), [Commercial Product Guidelines](#), [Overseas Product Guidelines](#) and the [Rightmove Passport Product Guidelines](#) which are available via the Website.

“Relevant Legislation or Codes” means all applicable legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union for such period of time as the United Kingdom of Great Britain and Northern Ireland remains a member of the European Union) and any codes or regulations which applies in the provision of the Services by Us or the services provided by You to Your Clients including without limitation the Estate Agents Act 1979; The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; Regulation of Investigatory Powers Act 2000; Data Protection Law; Privacy Law; The Housing Act 2004; Energy Performance of Buildings (England and Wales) Regulations 2012; the Consumer Protection from Unfair Trading Regulations 2008; the Business Protection from Misleading Marketing Regulations 2008; the UK Code of Non-Broadcasting Advertising, Sales Promotion and Direct Marketing Code (Cap Code); and the Consumer Rights Act 2015 as amended and regulatory guidelines and codes of practice issued by regulatory bodies, including but not limited to Royal Institute of Chartered Surveyors, The Property Ombudsman, Association of Residential Lettings Agents.

“Rightmove” means Rightmove Group Limited registered in England and Wales with company number 03997679 and whose registered office is located at 2 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE or, where a particular Service is entered into with another member of Rightmove’s Group, that Group company (which will be identified in the relevant Product Guideline). A reference to **“Us”** or **“Our”** or **“We”** is a reference to Rightmove.

“RightmovePlus” means the part of the Platforms identified as “RightmovePlus” which provides access to RightmovePlus and/or RightmoveAdmin which may be changed or updated from time to time.

“Services” means the services provided by Rightmove which are described in greater detail in the Product Guidelines.

“Telephone Recording Consent Form” means the telephone recording consent form which describes in greater detail the telephone recording services We provide.

“Telephone Services” means telephone routing and reporting services and other telephone services provided by Us relating to the Platforms which includes but is not limited to the telephone recording services which are described in greater detail in the Telephone Recording Consent Form.

“Technical Guidelines” means the technical guidelines which contains the description and specification of the software, internet connectivity (e.g. broadband speed) and other technical requirements necessary for the provision of the Services including procedural rules and guidelines for using the Platforms. These guidelines are available via the Website.

“Term” means the initial term set out in the Membership Application Form.

“User” means consumers that use the Platforms and/or Telephone Services.

“User Data” means all personal data and other information relating to Users and provided by or derived from Users whilst using the Platforms and/or Telephone Services.

“Virus” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of the Platforms, or any software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the User experience, including worms, Trojan horses, viruses and other similar things or devices.

“Website” means the Rightmove consumer facing website located at www.rightmove.co.uk or such other url as Rightmove may nominate from time to time.

“You” or **“Your”** means the person who has applied for Membership as identified on the Membership Application Form.

“Your Brands” means: (1) any of Your subsidiary or holding companies (as defined in section 1159 of the Companies Act 2006) which are not included in the Membership Application Form; or (2) where You acquire the assets and/or Intellectual Property Rights of a natural person, corporate or unincorporated body (whether or not having separate legal personality) which You use to operate a business or provide services associated with such assets/Intellectual Property Rights (including via a subsidiary or holding company) which is/are distinct from the business You operated or the services You provided on the Commencement Date which are detailed in the Membership Application Form.

“Your Client” means an agent, developer, landlord and/or property owner as described in more detail in the Membership Classification Guidelines.

- 1.2 In these Conditions, a **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to the singular shall include the plural and vice versa. A reference to a party includes its successors or permitted assigns. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any phrase introduced by the terms **“including”** **“include”** or **“in particular”** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to **“writing”** or **“written”** includes e-mails.

2 THE CONTRACT

- 2.1 The Membership Application Form constitutes an offer by You to purchase the Services in accordance with these Conditions. The Membership Application Form shall only be deemed to be accepted when Rightmove issues written acceptance of the Membership Application Form at which point and on which date the Contract shall come into existence (**“Commencement Date”**). Rightmove does not have to give any reason for declining an application for Membership.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 If there is any conflict between the terms of these Conditions, the Membership Application Form, Price Schedule or any Guideline, the terms of the Membership Application Form will prevail. The order of precedence in the event of conflict shall be as follows: (1) the Membership Application Form; (2) the Price Schedule; (3) these Conditions; (4) the Membership Classification Guidelines; (5) the Technical Guidelines; (6) the Geographical Advertising Guidelines; (7) the Brand Guidelines; (8) the Product Guidelines; (9) the Display Products Text Content Guidelines; (10) the E Marketing Best Practice; (11) the Telephone Recording Consent Form and (12) RightmovePlus Guidelines.
- 2.4 If You purchase a Service which is provided by a member of Rightmove’s Group other than Rightmove Group Limited, the Contract for those Services will be formed between You and that Group company. If the Product Guidelines are silent, Your Contract for that Service, and for all Services (other than those where a specific member of the Rightmove Group is providing the Service) will be provided by Rightmove Group Limited.

3 THE SERVICES

- 3.1 Rightmove shall supply the Services to You in accordance with these Conditions. You will only be entitled to those Services as specified in Your Membership Application Form.
- 3.2 Rightmove shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Services. Rightmove shall notify You in any such event.

- 3.3 You may request the provision of further Services at any time in writing and Rightmove may recommend further Services to You at any time in writing. You may also request that additional Locations be added to Your Membership. If both parties agree to the provision of further Services or the addition of further Locations (subject to agreement regarding a variation in the Charges to reflect the additional Services or Locations) then those Services and/or Locations shall be deemed to be added to the Membership Application Form. Rightmove shall keep an up to date list of the Services provided to You and all of Your Locations and shall provide the same to You upon request.
- 3.4 Subject to clause 3.5, Rightmove will use its reasonable endeavours to maintain the availability of the Platforms and will use reasonable endeavours to provide the Services. Rightmove will from time to time undertake such promotion of the Platforms as it sees fit.
- 3.5 You acknowledge that access to the internet, mobile phone networks and other communication media required for the provision of the Services are inherently associated with risk including Viruses, data security, and piracy, availability of the Services and reliability of transmission. Rightmove does not warrant that any of the Services will be provided without interruption or error-free. Rightmove reserves the right to suspend all or part of the Services as may be necessary to undertake routine or emergency maintenance from time to time.

4 YOUR OBLIGATIONS

- 4.1 You shall:
- 4.1.1 ensure that the terms of the Membership Application Form, Member Data and any other information that You provide to Rightmove are complete, accurate and not misleading;
 - 4.1.2 co-operate with Rightmove in all matters relating to the Services;
 - 4.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the operation of Your business and observe, perform and comply in all respects with the Relevant Legislation and Codes;
 - 4.1.4 act (and will procure that Your Client acts) at all times in accordance with best professional practice and not carry on business in a manner which is unbefitting of a Rightmove member (in Rightmove's reasonable opinion);
 - 4.1.5 provide to Rightmove valid functioning email addresses and telephone numbers for each of Your Locations and will immediately advise Rightmove of any changes that would prevent Your Locations from receiving emails or calls. If Your nominated contact methods are not able to receive incoming calls or messages, Rightmove will not be liable for any loss You suffer as a result of not receiving calls or emails; and
 - 4.1.6 ensure that You have authority to upload images and content to the Platforms before You upload such images and content to the Platforms and You shall provide Us with evidence of Your ownership of the images and content promptly upon request.

4.2 You warrant that:

- 4.2.1 You (and, where applicable, Your Client) carry on business as an agent, developer, landlord or property owner (as described in more detail in the Membership Classification Guidelines) and that You have not misrepresented the nature of Your business to Us;
- 4.2.2 You are not acting as a consumer as defined in the Consumer Rights Act 2015 (as amended from time to time);
- 4.2.3 whenever the Guidelines place an obligation or restriction upon You, You will observe and perform that obligation or restriction in full;
- 4.2.4 observe and perform all contractual obligations or promises (including advertising promises and promotions) made by You to Users; and
- 4.2.5 where You are engaged in letting agency work (as defined in the Consumer Rights Act 2015) You shall comply at all times with the Relevant Legislation and Codes including the duty to publicise Your fees.

5 CHARGES AND PAYMENT

- 5.1 If Your Membership is accepted, for the duration of the Term and thereafter You will pay Our Charges for the Rightmove Services You select and use.
- 5.2 After expiry of the Term, Rightmove may vary the Charges from time to time. You will be given 30 days' notice of any increase in the Charges and Rightmove will send to You an amended Price Schedule.
- 5.3 If when compared with the majority of Our other members, Your Locations, market or Member Data includes high volumes of property or land and/or Your properties or land are spread over a wide geographical area or We believe Member Data includes details of property or land not from one of Your Locations, then in accordance with the Geographical Advertising Guidelines, the Membership Classification Guidelines and any guidelines that We may set and communicate to You from time to time, We reserve the right to charge You for additional Locations or in a manner We deem equivalent to Your volume or to exclude properties from Our Platforms that are located within a closer proximity to a non-member location than one of Your member Locations.
- 5.4 Unless otherwise specified on Your Membership Application Form, Rightmove shall raise monthly invoices for the Services which are payable in advance. Payments must be made by direct debit unless another form of payment is agreed at Our discretion. Payments will be taken approximately 5 Business Days after the invoice date. If You dispute any amount raised in an invoice, then You must notify Rightmove within 5 Business Days from the date of the invoice. If We are unable to take payment by direct debit in accordance with this clause for any reason (which may include Your failure or inability to raise a purchase order before the expiry of the 5 Business Day period), We have the right to suspend the Services until such time as all amounts are paid in full.
- 5.5 The Charges are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT").

- 5.6 Without limiting any other right or remedy of Rightmove, if You fail to make any payment due to Rightmove under the Contract by the due date for payment (“**Due Date**”), Rightmove shall have the right to charge interest at the rate of 8% per annum above the Bank of England’s base rate from time to time in force and reasonable legal fees in accordance with the Late Payment Legislation until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. Rightmove may also charge administration fees in accordance with the Late Payment Legislation.
- 5.7 If You fail to pay any amount by the Due Date then Rightmove may (in addition to any other rights that it may have) treat the Contract as terminated or suspend the Services until such time as all amounts are paid in full with interest and You shall be required to reimburse Us, on demand, for all costs, losses and expenses We incur in connection with the recovery of any payment(s) due to Us under the Contract which You fail to pay Us on the Due Date. Unpaid invoices may be referred to a debt collection agency and Your Member Data (including personal data) may be shared with them and other agencies in order to enforce payment. This may subsequently affect Your credit record and ability to secure credit.
- 5.8 If this Contract is terminated due to non-payment of Charges and You subsequently apply for Membership again, You will be charged a reconnection fee of £400 per Location.
- 5.9 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and shall not be entitled to assert any credit, set-off or counterclaim against Rightmove in order to justify withholding payment of any such amount in whole or in part.
- 5.10 If We have reason to believe that Your membership type has changed and/or You are not paying the correct amount of Charges given the number, type or location of Your branch locations (as defined in the Membership Classification Guidelines) or Locations, We reserve the right to:
- 5.10.1 apply the category of membership set out in the Membership Classification Guidelines to You, which We (in Our sole discretion) deem appropriate. This may result in Us recalculating the Charges in accordance with the Membership Classification Guidelines and/or applying any applicable allowances set out in the Membership Classification Guidelines; or
 - 5.10.2 remove Your properties from the Platforms.
- 5.11 We shall not be responsible for any telephone or other charges incurred by a User where that User’s telephone call is transferred or connected to You via the Platforms.
- 5.12 We may from time to time agree that You can use a payment agent for billing and payment services (for example, a media agency). You remain responsible at all times for the prompt and accurate payment of Our Charges, even where a third party acts as Your payment agent. We will liaise with Your payment agent regarding payment of Our Charges and You agree that they represent You and We can take instructions from them on Your behalf. Your payment agent must not engage other third parties or subcontract the provision of payment services. We may withdraw Our permission for Your use of payment agents at any time.

6 INTELLECTUAL PROPERTY OWNERSHIP AND USE

- 6.1 Rightmove owns all of the Intellectual Property Rights in its Brand. Save as mentioned in this clause, You have no right to use the Brand.
- 6.2 You have a non-exclusive right to use Rightmove's logo and Website address strictly on the terms specified in the Brand Guidelines. Rightmove reserves the right to immediately terminate the right granted in this clause in its absolute discretion and without notice.
- 6.3 Rightmove is the exclusive owner of and controls all rights in the Platforms. All Intellectual Property Rights in or arising out of or in connection with the Platforms, the Services or the Guidelines are owned by Rightmove (or its licensors) and nothing in this Contract shall grant to You any right, title or interest in the same.
- 6.4 You grant Us a non-exclusive licence for the Term to use Your logo(s) and the name or the logo(s) of any of Your Locations on the Platforms. If We wish to use such logo(s) and/or name(s) for any purpose other than as set out in this clause or in connection with the provision of the Services, We shall obtain Your prior consent. When using such logo(s) and/or name(s), We will use and display such logo(s) and/or name(s) in a manner, style and colour consistent with the instructions given to Us by You from time to time.
- 6.5 You may issue a written request to Rightmove to add Your Brands to Your Membership during the Term where they did not form part of Your Membership on the Commencement Date ("**Additional Brands**"). If both parties agree to the addition of such Additional Brands (subject to agreement regarding a variation in the Charges to reflect the addition of such Additional Brands) then those Additional Brands shall be deemed added to the Membership Application Form.

7 DATA OWNERSHIP AND USE

- 7.1 You are the proprietor and data controller of Member Data in Your possession or control. When You (or Your Feed Provider on Your behalf) transfers Member Data to Rightmove, We will become proprietors and, if the Member Data is also personal data, data controllers of the copy of the Member Data uploaded to Our Platforms. To the extent necessary to give effect to this clause, when You upload the Member Data You assign to Us any title, rights or interest You may have in Our copy of the Member Data.
- 7.2 Rightmove remains the data controller of User Data in Rightmove's possession. In order to provide the Services Rightmove will transfer User Data to You subject to the terms set out in this clause 7. You acknowledge that You are a data controller of all copies of User Data made available to You by Rightmove.
- 7.3 Both parties will observe and perform their respective obligations set out in the Relevant Legislation and Codes regarding Member Data and the User Data. In particular, You will ensure that You only process User Data where You have a lawful basis to do so as set out in Data Protection Law.
- 7.4 Both We and You warrant to each other, having regard to the state of technological development and the cost of implementing any measures, to take appropriate technical and organisational measures against the unauthorised or unlawful processing of data (whether

User Data or Member Data) and will take reasonable steps to ensure compliance with those measures.

- 7.5 Member Data must comply with the requirements in and be transmitted to Rightmove in accordance with the Technical Guidelines. It is Your responsibility to ensure that You have all of the technical equipment and requirements necessary to receive the benefit of the Services and to safely and securely transmit Member Data to Rightmove.
- 7.6 Member Data will be reformatted by Rightmove so that it can be processed by the Platforms (**"Reformatted Data"**). Rightmove is under no obligation to check the accuracy of Member Data but may at any time refuse to upload onto the Platforms or remove from the Platforms any or all Reformatted Data which in Rightmove's reasonable opinion:
 - 7.6.1 is or could be inaccurate, offensive, illegal or immoral;
 - 7.6.2 does or could potentially infringe any third party Intellectual Property Rights or contain any third party confidential information;
 - 7.6.3 does or could cause harm to others or to Rightmove (or to both);
 - 7.6.4 does not conform with the requirements set out in the Technical Guidelines; or
 - 7.6.5 is provided or published onto the Platforms against the wishes of Your Client or the actual owner of the property to which the Reformatted Data relates.
- 7.7 You warrant that the Member Data:
 - 7.7.1 is within Your exclusive ownership and control and You are entitled to transfer a copy of it to Us;
 - 7.7.2 will not (in Rightmove's reasonable opinion) have a detrimental effect on the availability, functionality or quality of the Platforms;
 - 7.7.3 is free from Viruses and will comply with the Technical Specification in all respects;
 - 7.7.4 does not, when reformatted by Rightmove and published on the Platforms, breach any law or regulation (including the Relevant Legislation and Codes) and does not infringe any third party Intellectual Property Rights;
 - 7.7.5 will not be provided to Us unless You have entered into a binding Agency Agreement.
- 7.8 You warrant that, if You engage a Feed Provider:
 - 7.8.1 the Feed Provider is acting on Your behalf as Your data processor;
 - 7.8.2 that You have a contract which meets the requirements of Data Protection Law with the Feed Provider; and
 - 7.8.3 that You remain ultimately responsible for all acts and omissions of the Feed Provider.
- 7.9 You shall notify Rightmove:
 - 7.9.1 promptly upon receiving any notice or communication from the Information Commissioner's Office relating directly to the User Data or the processing of User Data under the terms of or relating to this Agreement; and

- 7.9.2 within 24 hours of becoming aware of a breach relating to any such User Data, provide Us with a sufficient amount of information to allow Us to determine whether Rightmove is required to submit a report to Our national supervisory authority as required by Article 33 GDPR (Notification of a personal data breach to the supervisory authority) and such further information as may be required to submit that report and, if necessary, to notify the affected data subjects in accordance with Article 34 (Communication of a personal data security breach to the data subject). Where Rightmove requires further support and information from You relating to a data security breach, You will provide such assistance as soon as possible and in good time before the end of the compulsory 72-hour reporting period in Article 33 and/or the time period in which Rightmove intends to notify the affected data subjects.
- 7.10 You shall indemnify and hold Rightmove harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Rightmove as a result of or in connection with:
- 7.10.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of Member Data (including Reformatted Data); or
 - 7.10.2 any use or misuse of the Brand which is not in accordance with the Brand Guidelines; and
 - 7.10.3 any breach by You of this clause 7.
- 7.11 You shall not use data sourced from Us or which references Your relationship with Us without Our prior written agreement to do so.
- 7.12 You shall not do anything to compromise the security of the Platforms and, without limitation, shall promptly notify Us if You become aware of any unauthorised access to the Platforms. You shall (and ensure that Your employees, officers, agents, consultants and representatives) change the password You use in connection with the Services at regular intervals and at least once in every six-month period from the date of notification of the first password by Rightmove. You must not (and shall procure that Your employees, officers, agents, consultants and representatives do not) share a password which is used in connection with the Services with any third parties or unauthorised individuals.
- 8 CONFIDENTIALITY**
- 8.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Rightmove, its employees, agents or subcontractors, and any other confidential information concerning Rightmove's business or its products or its services which You may obtain. You shall restrict disclosure of such confidential information to such of Your

employees, agents or subcontractors as need to know it for the purpose of discharging Your obligations under the Contract and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind You. This clause 8 shall survive termination of the Contract.

9 LIMITATION OF LIABILITY

9.1 Clause 9.2 sets out Rightmove's entire financial liability to You in respect of any liability from or connected to Your Membership. Nothing in these Conditions shall limit or exclude Rightmove's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1:

9.2.1 Rightmove shall under no circumstances whatsoever be liable to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of reputation, loss or damage to Your Data (including Reformatted Data) or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2 Rightmove's total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to 125% of the Liability Cap.

9.3 In addition to the remedies set out in clause 9, You shall indemnify and keep indemnified Rightmove against all losses, costs, damages, claims and expenses (including reasonable legal costs) arising from or connected to any breach by You of this Contract.

9.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.5 This clause 9 shall survive termination of the Contract.

10 TERM AND TERMINATION

10.1 Subject to clause 10.2, this Contract will come into effect on the Commencement Date and continue for the Term and, following the end of the Term, continue thereafter until terminated by either party giving notice equal to the Notice Period. If You wish to remove a Location from the Services, then You must give prior written notice equal to the Notice Period.

10.2 Rightmove may terminate this Contract immediately if:

10.2.1 You commit any breach of these Conditions and, if that breach is capable of remedy, You fail to remedy such breach within 14 days of being notified of the breach in writing;

10.2.2 an order is made or a resolution is passed for Your winding-up or an order is made for the appointment of an administrator to manage Your affairs, business and property or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given to You by a qualifying floating charge holder (as defined in

paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of Your assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or You take or suffer any similar or analogous action in consequence of debt or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply or (being a limited liability partnership) suffer any similar or analogous event in consequence of a debt;

- 10.2.3 You undergo a change of Control;
 - 10.2.4 You are expelled from, or cease to be a member of, a Government approved redress scheme (for example, the Property Redress Scheme) where required under The Estate Agents (Redress Scheme) Order 2008, The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to belong to a Scheme etc.) (England) Order 2014 or where You have otherwise joined such redress scheme;
 - 10.2.5 in Our reasonable opinion You carry out Your business in a manner which is unbefitting of a Rightmove member (for example, You are the subject of an investigation by the Competition and Markets Authority, Trading Standards or the police) or You fail to observe, perform and comply with all Relevant Legislation and Codes; or
 - 10.2.6 any other Contract that You have in place with Rightmove or any member of its Group is terminated.
- 10.3 Without prejudice to any other rights set out in these Conditions, if Rightmove has reason to suspect that You are not willing or able to comply with the terms of the Contract then Rightmove can immediately suspend the provision of the Services and carry out a full review of Your Membership and Member Data in order to assess Your suitability as a member. You will be responsible for Rightmove's reasonable costs incurred in carrying out such a review. If at the end of the review Rightmove is of the opinion that You are not suitable to continue with Your Membership, then Rightmove may terminate the Contract by serving written notice on You equal to the Notice Period.
- 10.4 On termination of the Contract for any reason:
- 10.4.1 You shall immediately pay to Rightmove all of Rightmove's outstanding unpaid invoices and interest;
 - 10.4.2 in respect of Services supplied but for which no invoice has been submitted, Rightmove shall submit an invoice, which shall be payable by You immediately;

- 10.4.3 You shall return all products, materials or other items which contain Rightmove's Brand or, at Rightmove's sole discretion and instruction, destroy all such products materials and other items; and
- 10.4.4 You shall permanently erase or delete any of Rightmove's confidential information (as defined in clause 8) which is in Your possession or control;
- 10.4.5 You shall immediately cease using all of Rightmove's Intellectual Property Rights;
- 10.4.6 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected; and
- 10.4.7 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11 GENERAL

- 11.1 Rightmove shall not be in breach of this Contract nor liable for delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 11.2 Rightmove may update or amend these Conditions or any Guidelines from time to time as per the terms of this clause 11.2.
 - 11.2.1 If Rightmove wishes to amend these Conditions, You will be notified of the amendments at least 7 days prior to the change taking effect (the "**Amendment Notice Period**"). You are entitled to object to any updates or amendments by notifying Us in writing within the Amendment Notice Period. The parties shall then attempt to resolve Your objection within 7 days from the date that Your objection notice is deemed to be received by Rightmove in accordance with clause 11.6. If a resolution cannot be reached within the 7-day time period, then this Contract may be terminated by either party within 2 Business Days of serving notice on the other such notice to last for the Notice Period. The change will not apply to You during the Notice Period. If Rightmove does not receive notification of Your objection within the Amendment Notice Period, then You will be deemed to have agreed to the change which shall become binding upon You on the expiry of the Amendment Notice Period.
 - 11.2.2 Rightmove may from time to time amend any or all of the Guidelines. It shall do so by posting the updated version of the amended Guidelines onto the Website which show the changes made. The changes shall be binding on You from the date that the amended version of the Guidelines is posted onto the Website. Rightmove shall notify You by email prior to posting an updated version of a Guidelines to the Website.
- 11.3 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions to the Contract, shall only be binding when agreed in writing and signed by Rightmove.
- 11.4 Any notice or other communication required to be given by Us under or in connection with the Contract shall be in writing and shall be delivered by email to You to the email address

provided in the Membership Application Form or to such other email address as You may notify to Us in writing from time to time provided We have acknowledged in writing that We will deliver notices and other communications to such email address. We may also deliver such notice or other communication by hand or by pre-paid first-class post or other next working day delivery service providing proof of postage to the address provided in the Membership Application Form or to such other address as You may notify to Us in writing from time to time provided We have acknowledged in writing that We will deliver notices and other communications to such address. You acknowledge that We shall only be required to deliver notices or other communications to You by email under the Contract.

- 11.5 Any notice or other communication required to be given by You under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage and by email to the email address We may notify to You in writing from time to time.
- 11.6 Any notice or communication issued by You pursuant to clause 10.1 or clause 11.2.1 shall be deemed to have been received by Us on the date and at the time We issue a written acknowledgement to You that such notice has been received. Any notice or communication issued under this Contract other than by You pursuant to clause 10.1 or clause 11.2.1 shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, on the next Business Day of transmission, or if sent by pre-paid first class post or other next working day delivery service providing proof of postage, on the second Business Day after posting. This clause and clauses 11.4 and 11.5 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.7 Rightmove accepts no liability for the use of any third party services promoted by Rightmove to You and if You elect to use such third party services then You do so subject to that third party service provider's terms and conditions.
- 11.8 These Conditions and the documents referred to in them are the entire agreement between the parties with regard to their subject matter and no other terms, conditions, warranties or statements (unless fraudulent) will apply. Each party acknowledges that in entering into the Contract it does not do so on the basis of, and does not rely on any representation (unless made fraudulently) warranty or other provision not expressly contained in these Conditions and the documents referred to in them. If a court decides that any part of these Conditions or the documents referred to in them cannot be enforced, the offending clause or wording will not apply but the rest of the document will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Conditions or the documents referred to in them shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under the Contract without Rightmove's prior written consent. With the exception of any member of Rightmove's Group,

no one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

- 11.9 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).