

RIGHTMOVE PRODUCT GUIDELINES

Commercial

DEFINITIONS

“**Core Membership**” means the basic services to which You are entitled in return for your Core Membership fee.

“**Additional Products**” means the additional Services which You can purchase on top of your Core Membership.

“**Product Request Form**” means the form You complete when committing to purchase Additional Products. This Form details the Additional Products to be taken, the rates that are applicable for those Additional Products and the minimum contract length for those Additional Products.

GENERAL

1. These Product Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.
2. If there is any conflict between the Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
3. By applying for the Rightmove Additional Products detailed on the Product Request Form(s) You acknowledge and confirm that:
 - 3.1. Your Membership shall be subject to both our current General Membership Terms and Conditions, as well as the current Product Guidelines;
 - 3.2. You will comply with all obligations contained in the Product Guidelines that apply to the Product that you have purchased; and
 - 3.3. If in Our opinion You breach these Product guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product for the remainder of the contract term.
4. Product purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10.3 and 10.4 of our General Membership Terms and Conditions.

PRODUCT GUIDELINES

1. General Product Guidelines - The Property Advertising Suite

- 1.1. We will apply a single brand logo where applied to us to Your relevant property listing displayed on Our Commercial Website.
- 1.2. We reserve the right to remove any Adverts which:
 - 1.2.1. Contain property images or text relating to anything other than a property for sale or let, including but not restricted to, images of properties modified to include other text or;
 - 1.2.2. Are not currently available for sale/let.
- 1.3. The minimum standard contract period per Advert is three full calendar months after which the Advert will continue to be purchased by You on a rolling monthly basis until You provide at least 30 days' written notice to terminate at the end of the subsequent calendar month. If you have purchased a pre-paid Advert, this will continue for a fixed term as detailed on your membership form and payment for which, is in advance. These Adverts can be removed prior to the end of the fixed term by giving 5 working days' notice or be renewed for a further fixed term. No reimbursement will be made if the advert is removed prior to the end of the fixed term period and the advert is not transferable to another property, suit or size.
- 1.4. We reserve the right to charge any initial “part month” periods on a pro-rata basis to the full calendar monthly cost.

2. General Product Guidelines - Search Based Products

- 2.1. Display and Search Based Products (“Search Based Products”) means the Rightmove Local Homepage. “Your Advertisement” means any image, text, website link or other material provided by You which We display or embed in any page of Our Website as part of any Search-Based Product.

- 2.2. Search Based Product pricing: Search Based Products are priced at a search term level, given the expected number of searches in a typical month.
- 2.3. All Advertisements in the UK, including marketing claims made on websites, have to adhere to The UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code). The Code is administered by the Advertising Standards Authority.
- 2.4. You agree that, where Your Advertisement includes any form of promotion or offer from You, the following text (or such alternative text which We approve in writing before it is used) will appear within the advertisement – “Conditions Apply – Contact agent for details” and the text will appear in a format that We in Our sole discretion decide will be legible to a User viewing the Advertisement. We reserve the right to suitably amend any advertisement copy or layout which You submit to Us for publication to ensure that it complies with this condition.
- 2.5. We reserve the right to remove any Advertisement which, in Our opinion, is in breach of these Terms or of Our Editorial Guidelines for Display and Search-Based Products.
- 2.6. Your Advertisement will appear on such pages as We may in Our sole discretion provide to Users where in Our sole discretion Your Advertisement is eligible to be displayed.
- 2.7. You acknowledge that the visibility of Your Advertisement on the page will be dependent on the technical configuration of the User's computer, and We do not warrant that Your Advertisement will be visible to all Users.
- 2.8. We reserve the absolute right in Our sole discretion to:
 - 2.8.1. Refuse to approve and display any particular designs of Advertisement; and/or
 - 2.8.2. Restrict the display of images, emblems and logos; and/or
 - 2.8.3. Refuse to apply any particular link to Your Advertisement; and/or
 - 2.8.4. Remove a logo or image from Your Advertisement if the applied logo or image is not a unique trading style of Your business or if You cannot prove to Our reasonable satisfaction that You have the right to display a logo or image which does not belong to You; and/or
 - 2.8.5. Create and apply guidelines that may restrict the content of Advertisements and prevent advertising for certain services.
- 2.9. If You ask Us to change any images, text, link or other details of Your Advertisement We reserve the right to limit such changes to 1 per calendar month for each Advertisement.
- 2.10. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Display or Search-Based Product without prior notice. In the event that the product is withdrawn or suspended by Us, We will refund to You on a strictly pro-rata basis such proportion of any payment which You have already made in respect of the Display or Search-Based Product, by reference to the time period during which the product was no longer made available to You by Us.
- 2.11. Proof of advert will be sent to the email address supplied two full working days prior to going live on site. We reserve the right to make the Advertisement (s) live if We do not hear from You within those two working days.

3. Local Homepage

- 3.1. Product description:
 - 3.1.1. The Local Homepage Product (“Local Homepage”) is the display of Your Advertisement on the search criteria page of the Commercial Sales or Commercial Lettings channels of Our Website for the search terms purchased as outlined on the Product Request Form.
 - 3.1.2. The Homepage for Mobile Product (“Homepage for Mobile”) is the display of Your advertisement on the localised Homepage of Our Mobile platform, for the search terms purchased as outlined on the Product Request Form.
 - 3.1.3. Local Homepage and Homepage for Mobile are joint products and are sold together
- 3.2. Standard contract minimum term: Three complete calendar months from the date the product becomes chargeable.
- 3.3. The product will continue to be purchased by You on a rolling monthly basis until You provide at least 30 days’ written notice to terminate at the end of the subsequent calendar month.
- 3.4. Any initial “part month” periods will be charged pro-rate to the full calendar month cost unless the product is provided free of charge during that period.
- 3.5. Product usage constraints:
 - 3.5.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

3.5.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

4. General Product Guidelines – Email Campaigns

4.1. Product description:

4.1.1. There are two separate products:

4.1.1.1. **Geographic Campaigns** offer You a broadcast by Us to a group of Our Users, segmented by postcode area

4.1.1.2. **Geographic and Sector Campaigns** offer You a broadcast by Us to a relevant audience of Our Users, segmented by postcode area and the application of a second data filter relating to industry sector

4.1.1.3.

4.2. Email Campaign pricing

4.2.1. Email campaign prices are available from Your account manager and depend on product type and/or the number of Email addresses to which we send the campaign.

4.3. Product usage constraints:

4.3.1. Our Email Campaigns will only be broadcast by Us to a relevant group of our registered Users as defined by Us. Email addresses that We contact on behalf of Our clients will not be shared with any third party.

4.3.2. Email Campaign booking:

4.3.2.1. Are only confirmed on the basis of a signed copy of the Email Campaign Membership Form or an email from You confirming Your wish to proceed.

4.3.2.2. Are booked on strictly first come first served basis.

4.3.2.3. A minimum order spend of £600 + VAT applies to each campaign.

4.3.3. Each HTML template design created by Rightmove is valid for 6 months and must be amended for each new Email Campaign broadcast send. Where You or Your supplier provides the creative for Your Email Campaign We will send it as received (i.e. without verifying any links or content) unless We have to make any editorial or content changes to conform to Our editorial or technical standards. If We make any significant changes We will send You the revised version as it would be received and ask You to authorise broadcast.

4.3.4. We will send you the final email prior to broadcast. You should rigorously test all the relevant links You require. We will not be responsible for either mistakes or faulty/incorrect/missing links once sent. Unless We hear from You, We will deem the creative approved for broadcast.

4.3.5. All HTML artwork must be emailed to eleaflets@rightmove.co.uk no less than 5 working days prior to the agreed broadcast date. Any late artwork that delays broadcast will potentially incur charges.

4.3.6. We will endeavour to broadcast Your campaign at the time You prefer, however We reserve the right to vary the broadcast date to accommodate Our other communications and manage the number of emails received by Our Users.

4.3.7. Moving/rescheduling a Geographic or Geographic and Sector Campaign by You within 10 working days of the broadcast date will incur a 15% surcharge.

4.3.8. A scaled cancellation fee will apply to bookings not honoured by You: 25% of the order value if cancelled within 15 working days of broadcast, 50% within 10 working days and 100% within 5 working days.

4.3.9. We will only publish Email Campaigns that meet Our technical and editorial standards and We retain editorial control over all communications sent by Us to Our Users.

4.3.10. We reserve the right to refuse Your application for access to Our Email Campaign service. No application for membership of Our Email Campaign services placed by You will be deemed to be accepted by Us until We confirm Your Membership. We are not obliged to accept any application for membership by You nor give You reasons for declining or terminating Your Email Campaign Membership.

4.3.11. We reserve the right to refuse broadcast of an Email Campaign relevant to one or more of Your Locations if the properties available at that Location have not been continuously advertised on Our Website for at least 30 days in the absence of written notice.

COMPETITION GUIDELINES

You agree to co-operate with Us in order to ensure that any individual vendor who wins a prize in any competition run by Us (a “prize winner”) which includes as part of the prize any of Our Additional Products in relation to a property which You are then marketing on behalf of that prize winner. In particular You agree that in such circumstances We are entitled to specify that the

property belonging to the prize winner shall receive any of Additional Products at any time and for such a period of time as We may specify.