

IMPORTANT NOTICE

This document sets out Rightmove's membership terms and conditions with consumers.

As a consumer, You have legal rights that entitle You to cancel this Contract within a 14 day cooling off period. This period lasts for 14 days from the day after the Contract between You and Us is created. The Contract between You and Us is created in accordance with clause 2.1 below. To exercise Your right to cancel, You will need to contact Us. You can find out more details about Your cancellation rights and how to contact Us in the Conditions below. Because of the nature of Rightmove's services, it is likely that You will start to receive the benefit of these services straightaway and by signing the Private Seller Membership Form You consent to Rightmove providing its services to You before the 14 day cooling off period comes to an end. This means that, if You decide to cancel the Contract within the 14 day period, You will still be charged for those services that We have provided up to the point of cancellation.

Please ensure that You read these Conditions carefully and check the details on Your Private Seller Membership Form are complete and accurate before You sign. These Conditions tell You who We are, how We will provide services to You, how You and We may change or end the Contract and other important information. If You think that there is a mistake in these Conditions, please contact Us to discuss.

1. DEFINITIONS

1.1 When the following capitalised words are used in these Conditions this is what they mean:

"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 on 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.

"Commercial Product Guidelines" means the commercial product guidelines which are available via the Website.

"Conditions" means these general membership terms and conditions as amended from time to time in accordance with clause 8.1

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

"Data Protection Law(s)" means the Data Protection Act 1998 (as may be amended from time to time) that implemented the EU Data Protection Directive 95/46/EC into English law and any law which replaces or repeals the Data Protection Act 1998 including without limitation the General Data Protection Regulation 2016/679 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 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 Rightmove platforms are compliant with the Committee of Advertising Practice (CAP) codes.

"E-Marketing Best Practice Guidelines" means the best practice guidelines for email marketing campaigns which are available via the Website.

"Event Outside Our Control" has the meaning given in clause 12.

"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) Technical Guidelines; (2) Overseas Product Guidelines; (3) Brand Guidelines; (4) Display Products Text Content Guidelines; (6) E-marketing Best Practice Guidelines each a "Guideline" which may be updated or amended in accordance with clause 8.1 from time to time.

"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.

"Membership" means Your entitlement to the Services subject to these Conditions.

"Private Seller Membership Form" means the document identified as the Private Seller Membership Form and which contains Your application for Membership and the Price Schedule.

"Mobile Platform" means Rightmove's consumer facing software applications for use with mobile devices.

"Model Cancellation Form" means Rightmove's cancellation form which enables You to cancel Your Membership.

"Notice Period" means at least 30 days' prior written notice which shall commence on the date that We confirm receipt of Your notice in writing and will expire on the last Business 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 (if 31 January is a Business Day). Where the Notice Period commences on 15 January, it will expire on the 28 February (if 28 February is a Business Day or the 29 February in a leap year if 29 February is a Business Day).

"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 Overseas Product which contain the description and specification of the services offered by Rightmove pertaining to Your Membership 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 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.

"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. A reference to "Us" or "Our" or "We" is a reference to Rightmove.

"**Rightmove Intel**" means the part of the Platforms which provides access to RightmoveIntel, RightmovePlus and/or RightmoveAdmin.

"**Services**" means the services provided by Rightmove which are described in greater detail in the Overseas Product Guidelines and (if applicable) 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 term of this Contract as specified in the Private Seller Membership Form or, if no term is specified in the Private Seller Membership Form, a period of 3 years from the Commencement Date or until the property is removed from the Rightmove site or sold (whichever occurs sooner)

"**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 Private Seller Membership Form.

"**Your Data**" means all personal data, property information, property values, photographs, images, property plans, static or animated images/videos and any other information provided by You to Rightmove.

1.2 In these Conditions a reference to "**writing**" or "**written**" includes e-mails.

2 OUR CONTRACT WITH YOU

2.1 Our acceptance of Your Private Seller Membership Form will take place when We issue a written acceptance of Your Private Seller Membership Form to You, 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 If there is any conflict between the terms of these Conditions, the Private Seller Membership Form, Price Schedule or any Guideline, the terms of these Conditions will prevail. The order of precedence in the event of conflict shall be as follows: (1) Private Seller Membership Form; (2) the Price Schedule; (3) Consumer Membership Terms and Conditions (4) the Technical Guidelines; (5) the Overseas Product Guidelines; (6) the Brand Guidelines; (7) the Display Products Text Content Guidelines; (8) E-marketing Best Practice Guidelines.

3 THE SERVICES

- 3.1 Rightmove shall supply the Services to You in accordance with these Conditions and with reasonable care and skill. You will only be entitled to those Services as specified in Your Private Seller Membership 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 (including under the Relevant Legislation or Codes). We shall notify You of these changes in accordance with clause 8.1.1.
- 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. If both parties agree to the provision of further Services, then those Services shall be deemed to be added to the Private Seller Membership Form. Rightmove shall keep an up to date list of the Services provided to You 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. 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 and as a result, We cannot guarantee that the Services will always be available or free of errors. We may need to suspend all or part of the Services as may be necessary to undertake routine or emergency maintenance from time to time. We will try to contact You in advance where this occurs unless the problem is urgent or an emergency. Provided We do this, We will not be liable for any loss You suffer as a result of not receiving the Services, but if there is a risk of substantial downtime You may contact Us to end the Contract and receive a refund for any Services You have paid for but not received.

4 YOUR OBLIGATIONS

- 4.1 You agree to:

- 4.1.1 ensure that the terms of the Private Seller Membership Form, Your 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 act at all times in a manner which is not unbecoming of a Rightmove member (in Rightmove's reasonable opinion);
 - 4.1.4 provide to Rightmove valid functioning email address and telephone number and will immediately advise Rightmove of any changes that would prevent You 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 ensure that You have permission 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 authority to do so promptly upon request.
- 4.2 You warrant that:
- 4.2.1 You are the owner of the property which You advertise for sale or letting;
 - 4.2.2 all photographs provided are Your own or are provided to Us with the necessary licences or permissions to enable Rightmove to provide the Services requested without infringing third party Intellectual Property Rights;
 - 4.2.3 You are not using Our Services for the purpose of Your business, trade or profession;
 - 4.2.4 whenever the Guidelines place an obligation or restriction upon You, You will observe and perform that obligation or restriction in full; and
 - 4.2.5 You will observe and perform all contractual obligations or promises (including advertising promises and promotions) made by You to Users.
- 5 CHARGES AND PAYMENT**
- 5.1 The Charges for the Services for the duration of the Fixed Term are set out in the Price Schedule and will not be varied other than in accordance with clause 8.1.
 - 5.2 If We agree to enter into a new contract with You or to extend the Fixed Term, Our Charges will be payable at the rate applicable at the point of the new contract or extended Fixed Term (as the case may be).
 - 5.3 If Your Membership is accepted, for the duration of the Term You will pay the Charges set out in the Price Schedule for the Rightmove services You select and use.
 - 5.4 The Charges are inclusive of amounts in respect of value added tax chargeable for the time being in the United Kingdom ("VAT"). If the rate of VAT changes, We will adjust the rate of VAT that You pay for the month following the increase.
 - 5.5 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.

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 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, ownership or interest in the same.

7 DATA OWNERSHIP AND USE

- 7.1 We are the data controller of Your Data when it is uploaded to Our Platforms or is otherwise provided by You to Us.
- 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 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 shall, having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures to prevent any unauthorised or unlawful processing of User Data and will take reasonable steps to ensure compliance with those measures.
- 7.5 Your 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 Your Data to Rightmove.
- 7.6 Your 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 Your 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); or
 - 7.6.4 does not conform with the requirements set out in the Technical Guidelines.
- 7.7 You warrant that Your Data:

- 7.7.1 is within Your exclusive ownership and control;
 - 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; and
 - 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.
- 7.8 If You receive any notice or communication from the Information Commissioner's Office relating to User Data, You must notify Us promptly.
- 7.9 If You become aware of any breach relating to User Data, You must notify Us within 24 hours from the point at which You become aware of the breach. When You notify Us, You must provide Us with a sufficient amount of information to enable Us to determine whether We are required to submit a report to Our national supervisory authority in accordance with Articles 33 (Notification of a personal data breach to the supervisory authority) and 34 (Communication of a personal data security breach to the data subject). If We require further information to submit a report or to notify any affected individuals, You must provide Us with that information promptly to enable Us to fulfil our legal obligations.
- 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 User Data and/or Your 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 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 share a password which is used in connection with the Services with any third parties or unauthorised individuals.

8 OUR RIGHT TO AMEND THESE CONDITIONS AND THE GUIDELINES

8.1 Rightmove may update or amend these Conditions and/or the Guidelines, from time to time as per the terms of this clause 8.1:

8.1.1 if Rightmove wishes to amend these Conditions, You will be notified of the amendments at least 21 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 10 days from the date We confirm receipt of Your objection notice in accordance with clause 13.3 (the "**Resolution Period**"). If a resolution cannot be reached within the Resolution Period then You or We can elect to terminate this Contract immediately by giving notice to the other party in writing within 5 days from the end of the Resolution Period and if You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You. The change will not apply to You during the Amendment Notice Period, Resolution Period and/or the period of 5 days from the end of the Resolution Period (as applicable). If Rightmove does not receive notification of Your termination of the Contract within 5 days from the end of the Resolution Period or 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 later of: 5 days from the end of the Resolution Period; or Amendment Notice Period (if We have not received Your Objection within the Amendment Notice Period).

8.1.2 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. Rightmove shall notify You by email prior to posting an updated version of the Guidelines to the Website and You shall have the right to end the Contract if You contact Us before the updated Guidelines are posted to the Website. If You end the Contract in accordance with this clause, if You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You. Unless You notify Us that You are ending the Contract before the updated Guidelines are posted to the Website, the changes shall be binding on You from the date that the amended version of the Guidelines are posted onto the Website.

9 STATUTORY CANCELLATION RIGHTS

9.1 You have a right to cancel this Contract within 14 days from the day after the Commencement Date ("**Cancellation Right**").

9.2 To cancel this Contract, You just need to let Us know that You have decided to cancel. The easiest way to do this is to complete the [Model Cancellation Form](#) which is available via Our Website. A link to the Model Cancellation Form will be included in the Private

Seller Membership Form. If You use this method We will send an email to You confirming that We have received Your cancellation. You can also e-mail Us at private.seller@rightmove.co.uk or contact Our Customer Services team by telephone on 01908 712 026 or by post to 2 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE, England. If You are e-mailing Us or writing to Us, please include details of Your property to help Us to identify it. If You cancel by e-mail or by post, then Your cancellation is effective from the date You send Us the e-mail or post the letter to Us.

9.3 If You exercise Your Cancellation Right and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

9.4 If You exercise Your Cancellation Right and, at Your request We have already provided some or all of the Services, You will pay Us a proportionate amount of Our Charges for the Services provided. If You have paid in advance, this proportionate amount will be deducted from any refund that is due to You.

10 CONFIDENTIALITY

10.1 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.

10.2 This clause 10 shall survive cancellation of the Contract.

11 OUR LIABILITY TO YOU

11.1 We do not exclude or limit in any way Our liability for:

11.1.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or sub-contractors; or

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 breach of Your legal rights in relation to the Services if the Services aren't provided with reasonable care and skill.

11.2 If We fail to comply with these Conditions, We are responsible for loss or damage You suffer that is foreseeable result of Our breach of these Conditions or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into the Contract.

11.3 You agree not to use the Services for any commercial or business purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 Subject to clause 11.1 and 11.2, We accept 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.

11.5 This clause 11 shall survive cancellation of the Contract.

Issue date: 9th January 2018

12 EVENTS OUTSIDE OF OUR CONTROL

- 12.1 If Our supply of the Services is delayed by an “Event Outside Our Control” then We will try to contact, You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this, We will not be liable for delays caused by the Event Outside Our Control, but if there is a risk of substantial delay You may contact Us to end the Contract and if You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.
- 12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, Virus, or failure of public or private telecommunications networks.

13 INFORMATION ABOUT US AND HOW TO CONTACT US

- 13.1 We are a company registered in England and Wales. Our company registration number is 03997679 and Our registered office is at 2 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE, England. Our VAT number is 918501823.
- 13.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01908 712 026, by e-mailing Us at private.seller@rightmove.co.uk or by post to Our address set out above.
- 13.3 If You wish to contact Us in writing, or if any clause in these Conditions requires You to give Us notice in writing (for example, to cancel this Contract) You can send this to Us by e-mail, by hand, or by pre-paid post to the address set out in clause 13.1. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in Your Private Seller Membership Form.

14 TERM AND CANCELLATION

- 14.1 This Contract will come into effect on the Commencement Date. This Contract shall continue for the Term and, following the end of the Term, continue until terminated by either party giving notice equal to the Notice Period.
- 14.2 You may terminate this Contract immediately on written notice to Us if:
- 14.2.1 We breach this Contract in any material way and We do not correct or fix the situation within 14 days of You asking Us to so (provided the breach is capable of being corrected); or
 - 14.2.2 an order is made for the appointment of an administrator to manage Our 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 Us 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 Our 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 We take or suffer any similar or analogous action in consequence of debt.

- 14.3 We may terminate this Contract immediately on written notice to You if:
- 14.3.1 You breach this Contract in any material way and You do not correct or fix the situation within 14 days of Us asking You to so in writing (provided the breach is capable of being corrected); or
 - 14.3.2 Your belongings have been taken away from You to repay your debts or a bankruptcy order has been made against You; or
 - 14.3.3 You 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
 - 14.3.4 You fail to observe, perform and comply with all Relevant Legislation and Codes.
- 14.4 If We end the Contract in the situations set out in clause 14.3, We will refund any money You have paid in advance for Services We have not provided but We may deduct or charge You reasonable compensation for the net costs We will incur as a result of Us ending the Contract in the situations set out in clause 14.3.
- 14.5 On termination or cancellation of the Contract for any reason:
- 14.5.1 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;
 - 14.5.2 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;
 - 14.5.3 You shall permanently erase or delete any of Rightmove's confidential information (as defined in clause 10) which is in Your possession or control;
 - 14.5.4 You shall immediately cease using all of Rightmove's Intellectual Property Rights;
 - 14.5.5 the accrued rights, remedies, obligations and liabilities of the parties as at expiry, termination or cancellation shall not be affected; and
 - 14.5.6 clauses which expressly or by implication have effect after termination or cancellation shall continue in full force and effect.

15 OTHER IMPORTANT TERMS

- 15.1 **We may transfer the Contract to someone else.** We may transfer Our rights and obligations under the Contract to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the

Contract. If You are unhappy with the transfer, You may contact Us to end the Contract within 14 days of Us telling You about it and We will refund You any payments You have made in advance for Services not provided.

- 15.2 **You need Our consent to transfer Your rights to someone else.** You may only transfer Your rights or Your obligations under the Contract to another person if We agree to this in writing.
- 15.3 **If a court finds part of this Contract illegal, the rest will continue in force.** Each clause of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 15.4 **Even if We delay in enforcing the Contract, We can still enforce it later.** If We do not insist immediately that You do anything You are required to do under the Contract, or if We delay in taking steps against You in respect of You breaching the Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Services, We can still require You to make the payment at a later date.
- 15.5 **No third parties.** The Contract is between You and Us, no other person shall have any rights to enforce any of its terms.
- 15.6 **Which laws apply to this Contract and where You may bring legal proceedings.** The Contract is governed by English law and You can bring legal proceedings in respect of the Services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If You live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.