rightmove (a) find your happy

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1 Property updating timeframes

- We will use reasonable endeavours to ensure that, except where We are manually updating Your Data pursuant to Your instructions
 - updates to Your Data provided automatically to Us will appear on Our Platforms within 24 hours of receipt; or
 - if You make changes to Your Data via RightmovePlus, within 15 minutes.

2 Provision of RightmovePlus access

 We will, subject to Your Membership type, use reasonable endeavours to provide access for You to add, amend or remove Your Data using RightmovePlus 24 hours a day, 7 days a week (with the exception of Commercial, who do not have access to RightmovePlus within 15 minutes).

3 Platform availability and performance

 We will use reasonable endeavours to maintain the availability and performance of Our Platforms.

4 Maintaining data integrity

We will maintain the integrity of Your Data, but we accept no responsibility for checking
the accuracy of Your Data and have no obligation to edit or review Your Data, although
We reserve the right to edit, review, suppress or remove Your Data if We believe it is
inaccurate, inappropriate or in Our opinion contravenes our General Membership Terms
and Conditions or any applicable law in any way. If we have to make changes, we will
notify You of them within 1 working day.

5 Data security

• We will use reasonable endeavours to ensure that Your Data is not altered in such a way as to misrepresent any of the information contained in it.

6 Format and specification changes

 We will notify You of changes to the specification and/or format in which You must provide Your Data at least 30 days in advance, except where changes are essential to the proper operation of Our Platforms in which case We will notify You as soon as reasonably practicable.

7 Customer enquiries

We will forward all potential customer enquiries; generated from Our Platforms to the
contact details We have for Your locations as soon as reasonably practical. In the event
of Our failure to do so, we will notify You within 2 working days of becoming aware of
such failure.

8 Data Protection Act 1998

 We will comply with the Data Protection Act 1998 to the extent that it affects Our business and with any guidance applicable to Our business issued from time to time by the Information Commissioner.

9 Data usage

- We warrant that, subject to Our privacy policy published on Our Platforms, no third party (excluding at Our sole discretion Your customers or Your Client's customers) will, without Your consent be provided with:
 - Web traffic or performance data associated directly with either Your Locations or Your Data; or
 - User Data associated with You or with Your Data if the User did not consent to Our use of such data.
- You acknowledge and agree that We may enter into agreements with third parties whereby Your Data can be published or accessed through mediums not belonging to Us and/or through channels other than Our Platforms.
- You will seek Our written approval of any material (except We explicitly licence You to use or publicly available data) that You intend to use in Your business or publicise that contains data sourced from Us or references Your relationship with Us.
- We reserve the right to employ User Data and Your Data in Our marketing activities, other products and services offered by Us or to make it available to selected third parties, subject to the Data Protection Act and the privacy policy on Our Platforms.

10 Profile page display

 We will, subject to Your Membership type and Our discretion, provide You with a profile page or pages on Our Platforms, the entire content of which shall be subject to Our approval.

11 Marketing your properties

- You warrant that Your Data will only include information on unsold/unlet property or land appropriate to Your Membership:
 - Where You or Your Client received the original instruction from a third party at one
 of Your Locations to sell or let such property or land prior to providing it to Us; or
 - Where You or Your Client have developed or are developing such property or land at one of Your Locations; For the avoidance of doubt Your Data must not include details of property or land if the original instruction was received, is managed or controlled from somewhere other than one of Your Locations or that You are not properly authorised to market or that is not freely available for sale or let; and
 - In the event that the property sale has completed or is tenanted you will ensure the removal of the property from our Platforms.

12 Use of property images

- Warrant that where You provide images to be shown with the property or land You or Your client are marketing:
 - such images are only of the property or land being offered, the occupier lifestyle, immediate locale and may in no way be deemed misleading to the offer; and
 - such images have the necessary copyright for You to use them.

13 Providing your data to Us

- Will provide Your Data to Us in accordance with any specifications and/or in the format that We specify and in such a way as not to:
 - interfere with the operation of Our Platforms;
 - compromise Our Users experience; or
 - have a detrimental effect on the quality of Our Platforms.
 - disadvantage Us over other advertising property portals.

14 Provision of contact email and telephone details to Us

 You will provide Us with a valid working email address and telephone number for each of Your Locations and will immediately advise Us of any changes or technical problems that would prevent Your Locations receiving emails or calls (If any of Your nominated contact methods are not capable of receiving Our messages, we will not be liable for any lost business).

15 Your use of personal user data supplied from Us

 Warrant that You will comply with all reasonable requests and preferences expressed by Our Users; will comply fully with Your obligations under the Data Protection Act 1998 with respect to personal data We send or make available to You and will not make available any personal data to third parties without explicit consent.

16 Branch advertising integrity

- Warrant that Your Data and Display Adverts:
 - Where they include details of Your commission or fees, describe these items in accordance with CAP Codes and TPO Code of Practice.
 - Do not include specific comparisons with third parties.

17 Property advertising integrity

- Warrant that You have good title to Your Data and that Your Data:
 - is accurate, relevant, complete and may not be deemed misleading;
 - is of a professional and inoffensive nature;
 - is to the best of Your knowledge free from known viruses, disabling programs and devices;
 - is not in breach of any obligations of confidentiality or privacy;

- is not being displayed against the wishes of whom You or Your Client acquired it;
- does not include details of Your commission, fees (except tenant and buyer fees), specific comparisons with third parties who We perceive to be competitors of You or Your Client; and
- any links or references to any website or any other information that is specifically excluded that We deem to be inappropriate to Your Membership.

18 Property advertising ownership

- Warrant that when reproduced or published by Us, Your Data will not:
 - breach any contract;
 - fail to comply with any applicable law or regulation; infringe any copyright, trade mark, intellectual property or any other personal or proprietary right of any person, firm or corporate entity;
 - render Us liable to any claim whatsoever; and
 - that You will indemnify Us against any resulting third party claim, legal action or penalty should Your Data not meet these Conditions.

19 Updating of your property advertising

- You will use reasonable endeavours to update Your Data to ensure that it is and remains correct including but not limited to any alterations to:
 - prices;
 - availability; and
 - the display of any data.
- Where there is a material change or update of Data, you will ensure Your Data is amended accordingly within 1 working day.

When a property listing has an interested buyer/tenant

- Should a property become unavailable due to a change in the properties status You will ensure that the status of the property is changed from "Available" to the correct corresponding property status of either:
 - Sold subject to contract (SSTC);
 - Sold subject to concluded missives (SSTCM Scotland only);
 - Under offer:
 - Reserved; or
 - Let agreed.
- In the event that the property sale has exchanged, completed or is tenanted you will ensure the removal of the property from Our Platforms.
- You warrant that Your Data will not exceed the permitted time that they may remain in a particular property status, other than "Available".

21 The length of time a property may be advertised as having an interested buyer/tenant

- Sales properties may remain with the following property status for a period of no longer than 6 months:
 - SSTC;
 - SSTCM (Scotland only);
 - Under offer:
 - Reserved.
- Lettings properties may remain with the following property status for a period of time no longer than 6 weeks:
 - Let Agreed.
- You warrant that You will ensure that all property listings are removed from Our Platforms upon them being completed/tenanted.

22 Reselling of Rightmove services

• You warrant that You will not without Our written permission directly or, in Our opinion indirectly, sell on or provide access to the services and features of Your Membership to third parties.

Use of links to external websites

 We retain the right to edit, suppress, remove or amend any links or similar to third party sites, documents or associated data if, in Our opinion, the operation of such links will adversely affect in any way the performance of Our Platforms or the user experience of using Our Platforms. 24 Data quality requirements

Data Quality

Most common issues with property advertising

Misuse of Media		
Property Images		
The use of a logo or other image that is not relevant to the property The use of borders, banners	Supply your properties clearly to show them at their best and achieve maximum results. We request that photos are not adapted in any way and that they provide home hunters with the real vision of the property. Ensure all images are specific to	
and corner flashes on images	the property being advertised.	
The unclear use of lifestyle images on property listings	We advise caution and sensibility when using lifestyle imagery. Where used, lifestyle imagery must be accompanied with a caption to denote they are "Lifestyle images" or similar. The use of lifestyle imagery cannot be deemed misleading to the offer of the property listing.	
The use of composite images (image within an image)	Draw home hunters to your properties by providing clear and stimulating images. Ensure that each image area of the gallery has one single image provided.	
The use of a watermark that does not conform to our criteria	To make sure your images are presented clearly if watermarked, we suggest using only plain, translucent text (no images or logos), no larger than one-third of the overall image size. Text should be white (for images) or grayscale (for floorplans) and centered in the middle of the image.	
Media links & Videos		
The use of links specifically for floorplans, brochures or virtual tours	Providing consistency creates a positive user viewing experience, which is why we standardize the functions of the website. We ask that all links provide relevant, expected content and do not display direct or third party advertising. We also ask that links must go through to a contained area and do not purposefully drive users through to other properties and or other services.	

The use of non-property specific content in videos	By interrupting the experience of a user, it may prevent them sending a valuable lead. This is why we ask that all videos displayed within the full details of property listings contain only property specific content and that they do not carry direct or third party advertising. It is also important that you know where your leads are being generated from and that we are providing you with value, which is why we ask that you do not include contact details or lead request forms.			
Misuse of Properties Descriptive Text				
Summary and details pages	Summary and details pages			
The display of any fee or cost within the property details section	Intrigue home hunters with great descriptive details, specific to the property that will be valuable towards its success and set you apart from the rest. Apart from Tenancy Fees or buyers fees, we do not allow for the display of vendor fees or commission information to be included in property listings, or property details of microsites.			
The promotion of any business or service that are not specific to the property	Sell or rent your properties with fantastic details, and really describe the property to its best. We ask that the text and images used on a property listing are specific or unique to the property being			
The use of misleading or inaccurate statements within the property details section	 are specific or unique to the property being advertised, within the interest of their vendor and in line with advertising best practice, regulations and guidance. 			
The display of your own website address within the property details section	To ensure that you know where you are getting the best value from your advertising and clarity over the generation of your leads we ask that contact details, inc: web addresses, phone and email details			
The use of telephone numbers or email addresses in the summary & description	are not included in your property descriptions. We ensure that all of your property listings are displayed with clear branding and contact details that allow home hunters to contact you about the properties they are interested in.			

Use of language such as "SOLD BY" or "ANOTHER SOLD BY"	When searching for properties, home hunters tell us they want to see those properties that are available. We ask that property listings are used to best present the available property and not as a way to present past success, as this interferes with the users experience in searching for a home and may deter them in selecting your properties.
Use of status text such as SSTC, Under Offer or Let Agreed, where this does not match the status on a listing.	Ensuring your property listings appear in the correct search is important, it means that we get the properties in front of the right audience. It is for this reason that we ask that you ensure your properties are supplied with the correct status and that any text in the property listing that displays a status of unavailability is matched with the status that the property is provided with.
Providing an incorrect address to advertise a property	Having your properties appear in the correct location with the correct address is important to home hunters in understanding where the property is. It is why we ask that the correct property address and postcode is used at all times. In the instance where the property is a new build and the postcode has not yet been designated, the original postcode for the development or a nearby postcode may be used.
The use of free text within the property address field	Provide home hunters with the detail of where a property is in our display address field. It is a free text field that gives you the freedom to display the location of the property on your listing as you and your vendor require. The display address field is only for the locality of the property as is the expected experience for home hunters.

Displaying incorrect property statuses	
	Home hunters tell us that the viewing of properties that they believe are 'Available' and later find out are either 'Let Agreed' or 'SSTC' is a big frustration to them. Give your prospective customers the clear position of a property and flag your listings accordingly.
	 Sales - We ask that a property is flagged as SSTC from point of acceptance of an offer to the point of completion Lettings - We ask that a property is flagged Let Agreed from the point of acceptance to the point of being tenanted
The required updating of properties that are Let Agreed or SSTC	The accuracy of listings displayed in the search is important to the experience of home hunters. We will, where identified, request or remove properties we believe have been advertised within a status over an excessive period of time.
	The status of a property can be deemed by home hunters as a signifier of success of the advertiser. For this reason we ask that only the advertising agent who has achieved the successful SSTC/Let Agreed status of property should be advertising the property listing as SSTC/Let Agreed. The other advertiser/s may: Continue to advertise the property listing as available if you are still accepting new offers If offers are no longer being accepted, we request that the property listing is removed
	from the market.
The required removal of properties that have been let	It's important that we protect how your potential customers perceive your business; home hunters tell us that the display of property listings that are no longer available is by far their number one frustration to their experience of searching for a home.
or sold	We do identify and remove properties we detect as being completed using Land Registry and Registers of Scotland data, however it is the responsibility of all agents that their property stock is kept updated and Sold or Let property listings are removed upon completion.

Misuse of email alerts and added	d in functionality	
The active reloading of properties that are already being advertised	The innocent or deliberate actions that cause the reloading of properties to Rightmove impacts home hunters, other advertisers and your business alike: • Properties appearing as new, when they are not • Affects your brand perception with home hunters • Properties being sent out again on email alerts • Affects your brand perception with home hunters • Inflating/disrupting market share reporting • Affects your use of the reporting and that of other advertisers. All of these actions would be deemed misleading as confirmed in the guidance from National Trading Standards Estate Agency Team (NTSEAT). With the impact of reloading properties effecting our platforms we will take necessary actions where we have reason to believe that properties have been repeatedly reloaded, either innocently or deliberately. All advertisers providing data to Rightmove are responsible for ensuring that the provision of their data will not have a detrimental effect on the quality of our functionality and platforms.	
Location and listing of properties	es e	
The multiple listing of the same property by one or more branches	We will only accept one unique listing for a property from one of your locations even if both offices are contracted to sell or let. Please note this applies even when branches belong to different franchises under the same company branding.	
Logos		
The use of any logo that is not your specific company trading logo	We request that the logo supplied to Rightmove for use must be the official trademark of the business, with no variations in wording and additional text.	

Profile page	
The use of bold claims and statements on your office profile page	We ask that all claims that have a higher value or advantage over other advertisers are suitably evidenced and disclaimed in line with advertising best practice, regulations, and guidance.
The display of any fees or costs on your office profile page	Profile pages are the ideal location to promote your business; history, ethics, successes and service levels. Fees, rates or charges may be displayed in this section within the text description. We simply ask that all descriptive data is displayed in accordance with advertising best practices, regulations, and guidance.
The use of website addresses on your office profile page	A safe and consistent site is important to the experience of users of the website; it is why we ask that external links to other websites are not included in the profile page.
The use of phone numbers that are not registered with your company on your office profile page	There are a couple of things that are really important to us, they are that our advertising customers get the best value from our website and that users of our website have a great experience and are safe. It is for this reason that we ask that only the phone number for the services that you advertise with us are used and registered to the advertised location.
The use of any image we deem to be inappropriate for the office profile page	With the profile page being your place to shout about your business this would seem unlikely to be an issue. We simply ask that the imagery you use is: • A branch photo (internal/external) • The business logo • Or images related to your brand We do ask that no images contain offers, services or fees.
The promotion of our competitors' websites or names on your office profile page	The profile page is a place to advertise your business, we do respectably ask that mention of businesses we deem to be competitors to Rightmove are not displayed on our site.

The use of an office address that is not relevant or registered under your company name	We provide you with a location on the profile page to tell prospective customers how they may contact you and also your location, so they can come and see you. It is therefore vital that the address advertised on Rightmove is relevant and registered under the company name. We know that some advertising agents do not wish to advertise their office address; where this is the case we are may remove the map functionality and change the wording in the address shown upon your request.
Property Types	
Displaying a property as a new home	It's really important that we get your properties in the right search in front of the right people. It is for this reason that we ask that only properties that have been newly built (never been lived in) or that have had a change of use are advertised as a 'NEW HOME'.
	To fulfil our want to get your properties in front of the right audience we ask that all properties newly built (never been lived in) or that have had a change of use are clearly defined as a 'NEW HOME' using the 'New Home' flag.
The representation of any text or price that we deem to be misleading to users of the site	Giving a prospective customer the full view of the offer is important, that's why we ask that where a price displayed on a property listing forms part of a discount that the detail/breakdown of the price & discount is clearly presented within the summary and description of the property listing. This includes 'Rent to Buy', 'Shared Ownership', and similar schemes.
The display of non-UK based properties in a UK search	If you have a property you wish to advertise outside of the UK you achieve this with our Overseas team. The display of these properties in a UK property search simply puts the property in front of the wrong audience and is disrupting the home hunting experience, which is why we ask that non-UK properties are removed.