

# RIGHTMOVE BROKER PRODUCT GUIDELINES April 2024

#### **DEFINITIONS**

"Additional Products" means the additional Services which You can purchase on top of Your Core Membership.

"Attributable Upsell" means the completed sale of any Financial Product(s) arising from Attributable Completions.

"Attributable Upsell Fee" means the fees and/or other income You receive resulting from the completed sale of any Financial Product(s) arising from Attributable Completions.

"Broker Fees" means the value of all income, including any VAT charged if any, You receive directly from Your clients who can be attributed to a Lead, regardless of whether their Mortgage completes.

"Buying Scheme" means any public or private scheme used by the User to assist with the purchase of the property. This includes but is not limited to Shared Ownership, Right to Buy and Help to Buy.

"Core Membership" means the basic Services of Our Platforms to which You are entitled under Your Contract with Us.

"Effective Date" means the date on which You are notified by Us that Your Additional Products or Packages first become live and available for You to use on Our Platforms.

**"FCA"** means the Financial Conduct Authority (or any successor body) created to regulate the financial services market under the Financial Services and Markets Act 2000 or any successor legislation.

**"Financial Product"** means any service which requires the provider to be authorised and regulated by the FCA; except a Mortgage.

"Lead" means where a User expresses interest in Your services and We provide that User Data to you. Any such provision of a User's data which is directly attributable to Rightmove will constitute a Lead.

"Lead Management Information" means providing information to Us on a per Lead basis. Further details, including full technical specifications, can be obtained from Our licensors. The information required may be amended from time to time by Us upon written notification to You and consists of:

1. The "Status Update" of the Lead which means the position in the Mortgage journey of the User associated with every Lead sent by Us to You;

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- 2. Any "Specialist Lending flag" which is a notification to Us if the proposed or realised Mortgage is for a buy-to-let or other form of specialist Mortgage or Financial Product;
- 3. Whether or not the Mortgage in Principle is backed by a Lender;
- 4. The "Case Size" which is the total income You receive from a Lead which shall include all Broker Fees, Mortgage Procurement Fees and Attributable Upsell Fees;
- 5. A record of each attempt You have made to contact a User from a Lead sent by Us to You, a "Contact Attempt", and must include a timestamp and the method of communication;
- 6. The timestamp for the first Financial Product capable of amounting to an Attributable Upsell under Your Contract with Us that was accepted by a User following a Lead sent by us to You, a "Timestamp of First Quote Accepted".
- 7. The timestamp for the first Financial Product capable of amounting to an Attributable Upsell under Your Contract with Us that was started by a User following a Lead sent by us to You, a "Timestamp of First Policy Start".
- 8. The total number of Financial Products capable of amounting to Attributable Upsells under Your Contract with Us accepted by Users following a Lead sent by Us to You and after being quoted by You, a "Number of Protection Quotes Accepted";
- 9. The total number of Financial Products capable of amounting to Attributable Upsells under Your Contract with Us that were started by Users following a Lead sent by Us to You and after being quoted by You, a "Number of Policies Started";
- 10. Mortgage details:
  - 10.1. Property outcode;
  - 10.2. Property purchase price;
  - 10.3. Whether the purchase has taken place through a Buying Scheme;
  - 10.4. Name of Lender;
  - 10.5. Mortgage type (fixed / tracker / standard variable rate / discounted / offset);
  - 10.6. Mortgage rate;
  - 10.7. Mortgage value;
  - 10.8. Mortgage term;
  - 10.9. Mortgage start date;
  - 10.10. Mortgage Procurement Fee;
  - 10.11. Broker Fees;
  - 10.12. Mortgage Deal Fee; and
  - 10.13. Mortgage Deal Length.

"Lender" means any Bank, Building Society or other financial institution that is authorised and regulated by the FCA for the provision of Mortgages.



"Mortgage" means a legal agreement by which Lenders provide money to Users, with interest, to facilitate the User in the purchase of an interest in land.

"Mortgage Deal Fee" means the fee paid by the User to the Lender to secure the Mortgage.

"Mortgage Deal Length" means the total length of the initial fixed term of the Mortgage in calendar months.

"Mortgage in Principle" means a certificate confirming how much money may be lent to a User to purchase a property.

"Mortgage Procurement Fee" means the amount paid by the Lender to the Broker.

"Package" means one of the following options: (1) Mortgage Broker.

"Product Order Form" means the form You complete when committing to purchase Additional Products and/or Packages. This Form details the Additional Products and/or Packages to be purchased, the applicable Price Schedule and the minimum Term.

"Special Offer" means where We provide Packages and/or Additional Product(s) at a preferential Price Schedule for a set period of time.

"Your Advertisement" means any image, text, website link or other material provided by You which We display or embed on Our Platforms.

#### **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 these Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
- 3. By applying for Additional Products and/or Packages detailed on the Product Order Form(s) You acknowledge and confirm that:
  - 3.1. Your Membership shall be subject to both the current Rightmove General Membership Terms and Conditions, as well as the current version of these Product Guidelines;
  - 3.2. You will comply with all obligations contained in these Product Guidelines that apply to the Additional Product and/or Package that You have purchased; and

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- 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 all Charges for the remainder of the Term for the selected Additional Product and/or Package.
- 4. Additional Products and Packages purchased by You may be terminated or suspended by You or Us in accordance with Clause 10 of the Rightmove General Membership Terms and Conditions.
- 5. Any Additional Products and/or Packages purchased by You will commence on the latter of the date specified and agreed by Us or the Effective Date.
- 6. Charges for Additional Products and Packages will not be pro-rated unless otherwise specified in these guidelines. Where applicable, any initial 'part month' periods will be charged pro-rate to the complete calendar monthly Price Schedule.
- 7. Quotes are valid for 14 calendar days unless otherwise specified.

#### **PRODUCT GUIDELINES**

#### 8. General Product Guidelines

- 8.1. At the end of the Term, You will continue to purchase each Additional Product on a rolling calendar monthly basis unless and until either You or Us gives written notice to the other equivalent to the Notice Period.
- 8.2. We reserve the right to change the Price Schedule for any of Our Additional Products, provided that You are outside the minimum Term for the Additional Product in question and We give You at least 30 days' written notice by email.
- 8.3. Your Advertisements are subject to Our Display Products Text Content Guidelines, where applicable.

## 9. Mortgage in Principle Broker Leads:

- 9.1. Product Description:
  - 9.1.1. We will offer Users an opportunity to send You Leads after they have completed a Mortgage in Principle application on Our Platforms via Your Advertisement that We, at Our sole discretion, will add to Our Platforms.
  - 9.1.2. The User Data provided under this Additional Product will include all data that has been inputted into Our Platforms by Users as part of their Mortgage in Principle application.
- 9.2. Product pricing:
  - 9.2.1. An Additional Product Fee is charged as set out in accordance with the definition contained within Your Contract with Us, together with a Cost Per Lead, Attributable Completion Commission and Broker Fee Commission.
- 9.3. Minimum Term:



9.3.1. 3 complete calendar months, or for an extended period that We agree at Our sole discretion, commencing on the Effective Date and ending on the final day of the complete calendar month 3 complete calendar months later.

# 9.4. Product usage constraints:

- 9.4.1. All Leads sent by Us to You are solely for the purposes of You assisting the User in securing a Mortgage or other Financial Product capable of amounting to an Attributable Upsell under Your Contract with Us.
- 9.4.2. We will, at Our sole discretion, determine where and how Your Advertisement appears on Our Platforms and the way in which Your Advertisement is displayed.
- 9.4.3. User Data provided in Leads will vary from time to time with changes to the questions asked in the Mortgage in Principle application. We will make reasonable endeavours to notify You in advance of any changes taking place where there will be significant amendments in the User Data being provided by Us to You.
- 9.4.4. Usage of this Additional Product is conditional upon You returning the Lead Management Information to Us in accordance with the requirements of Your Contract with Us.

## **PACKAGE GUIDELINES**

## 10. General Package Guidelines

- 10.1. We have 1 Package: (1) Mortgage Broker.
- 10.2. Packages are only available where You are specifically notified of Your qualification by Us.
- 10.3. At the end of the Term, Your Package will continue on a rolling calendar monthly basis unless and until either You or Us gives written notice to the other equivalent to the Notice Period.
- 10.4. Where You wish to cancel Additional Products and/or terminate Your Membership with Us, You must provide written notice equivalent to the Notice Period.

#### 11. Mortgage Broker Package

- 11.1. Package Description:
  - 11.1.1.This Package is where You receive Core Membership and access to Our suite of Additional Products
- 11.2. Package Pricing:
  - 11.2.1.A Package Fee is charged as set out in accordance with the definition contained within Your Contract with Us.
- 11.3. Minimum Term:
  - 11.3.1.3 complete calendar months (or for an extended period that We agree at Our sole discretion), commencing on the Effective Date and ending on the final day of the complete calendar month 3 complete calendar months later.
- 11.4. Package usage constraints:

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11.4.1. As from the Effective Date, You must meet the Broker Eligibility Requirements as set out in Your Contract with Us. Failure to meet these requirements will result in the immediate termination of Your Package.

#### **SPECIAL OFFER GUIDELINES**

## 12. General Special Offer Guidelines

- 12.1. Special Offers are only available where You are specifically notified of Your qualification by Us and only then if You select a Package and/or Additional Product(s) from the options agreed and offered to You by Us.
- 12.2. Unless agreed otherwise with Us at Our sole discretion, Special Offers commence on the first day of the calendar month after it has been confirmed by Us that We have received a Product Order Form signed by You.
- 12.3. Irrespective of the Effective Date for Your Package or Additional Product(s), the expiry of Your Special Offer remains the same.
- 12.4. Unless agreed otherwise with Us at Our sole discretion, Special Offers are not available in conjunction with any other offers.
- 12.5. Special Offers are non-transferable.
- 12.6. Special Offers cannot be redeemed for cash.
- 12.7. We reserve the right to withdraw the availability of any Special Offer at any time and are not obliged to give reasons why We choose to withdraw a Special Offer.

# 13. Trial Special Offer

- 13.1. Special Offer description:
  - 13.1.1. We may trial new initiatives, including but not limited to Additional Products and/or Packages, and may invite You to participate in such new initiatives.
- 13.2. Special Offer pricing:
  - 13.2.1. Free of all Charges.
- 13.3. Minimum Term:
  - 13.3.1. Such Term as We may communicate to You in Our sole discretion, based on the particular Additional Product and/or Package being trialled.
- 13.4. Special Offer Usage Constraints:
  - 13.4.1. In the event that You choose to participate in a Trial Special Offer, You acknowledge that We do not guarantee that such Trial Special Offer will achieve Your or Our desired results and We shall not be liable to You in the event that such Trial Special Offer does not achieve Your desired results.



- 13.4.2. In the event that You choose to participate in a Trial Special Offer, We will ask You for Your feedback and insights relating to the new Additional Product and/or Package being trialled.
- 13.4.3. On occasion We may also, acting reasonably, ask You to adapt Your approach to the new Additional Product and/or Package being trialled. You agree to use Your reasonable endeavours to work with Us on any such requests.
- 13.4.4. We may, at our sole discretion, remove any Additional Product and/or Package from this Trial Special Offer once the trial is complete. Should any Additional Product and/or Package that We remove from the Trial Special Offer become an Additional Product and/or Package within these Product Guidelines, We will provide You with a full calendar month notice prior to the removal and You shall have the option to continue using said Additional Product and/or Package going forward by purchasing it in accordance with the relevant guidelines in force and as amended from time to time.