

Introducer Terms of Business

As a firm regulated by the Financial Conduct Authority ('FCA'), Rightmove Landlord and Tenant Services Limited ('RLTS') has an ongoing commitment to adhere to the FCA's rules and guidance. These Terms of Business ('Terms') are designed to support Introducers to understand their role when providing insurance introductions to RLTS with a view to RLTS providing insurance distribution services regulated by the FCA.

By making an introduction to us, you agree that these Terms will apply from the date on which we accept introductions from you. Nothing in these Terms limits our discretion to decline an introduction.

These Terms do not create any contractual relationship between us and any adviser, director, partner, member, employee, agent, Appointed Representative or customer of yours.

These Terms are not intended to and do not create any agency, partnership or joint venture between you and us.

We will assume that any person providing introductions to us on your behalf has the authority to act for you but we reserve the right at our sole discretion to ask for evidence of such authority or confirmation of instructions received.

In order to effect introductions, you warrant that you:

- are relying on the exclusion set out in Article 33B of The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (RAO) to avoid a breach of the general prohibition in Section 19 of the Financial Services and Markets Act 2000 (FSMA);
- will not distribute financial promotions on our behalf or use or cause the use of the name, trademarks or logo of RLTS or any company within the group of companies to which RLTS belongs;
- have full authority from the customer to make an introduction to us;
- adhere to all applicable laws when performing any of your obligations under these Terms and shall not do anything to place RLTS in breach of legal and/or regulatory requirements;
- will, to the extent reasonably practicable, ensure that any information you provide to us is accurate to the best of your knowledge and belief;
- ensure that your personnel are competent and trained to perform their obligations in connection with these Terms and that you monitor them to ensure such compliance.

You shall not:

- describe yourself as agent or representative of RLTS;

- act in any way which could reasonably be expected to have an adverse effect on our reputation;
- knowingly do or omit to do something that would cause RLTS to be in breach of any legal and/or regulatory requirements;
- complete or assist in the completion of any application or quotation in respect of an insurance contract, or complete or assist in the completion of any other policy related documentation;
- gather further customer information on behalf of RLTS - particularly fact-finding/demands and needs related information (e.g. information that identifies insurance needs);
- offer any form of advice or recommendation on the suitability of an insurance contract, or undertake any activity that might lead a customer to believe that they have received any such advice or recommendation;
- arrange or sell insurance;
- collect any information or premium relating to an insurance contract or, in any way whatsoever, administer any such contract or deal with any claim relating to any such contract;
- handle or administer claims;
- hold yourself out as able to do any of the above.

Introducer Fee

Any introducer fee due to you shall be the amount notified by us to you in writing. Introducer fees are repayable as a debt (whether demanded or not) in the following circumstances:

- in full if any business is cancelled in the contractual cancellation period or cooling-off period;
- in full or in part if you receive more than is due, repayment being the excess introducer fee amount;
- in full or in part where introducer fees have been paid in circumstances where they should not have been paid.

For the avoidance of doubt, the Introducer is responsible for disclosing to the customer the details of any payment of commission or fee, and/or any other reward or advantage, which the Introducer receives for introducing the customer (as may be required by any applicable legal and/or regulatory requirements).

Method of Payment

We will pay introducer fees due in the manner determined by RLTS and agreed with you.

We may defer making payment of any introducer fee to you until the accumulated amount reaches the minimum amount that we may set from time to time for our payment runs. We may review this minimum level from time to time and will communicate any changes with you at least 30 days before they come into force.

Cessation of Relationship

We may cease our business relationship with you (which will mean we will no longer accept introductions from you) at any time and for any reason. Likewise you may cease your business relationship with us (which will mean you will no longer provide introductions to us) at any time and for any reason. However, we will cease our business relationship with you immediately in the event of us being advised or becoming aware of any one or more of the following:

- any material breach by you of these Terms;
- misconduct on your part which is or could be prejudicial to our business or reputation;
- you have entered into a single-tie arrangement with a third party or any other arrangement where you are no longer able to effect introductions;
- you are in breach of applicable legal and/or regulatory requirements;
- you enter into a voluntary arrangement with your creditors, bankruptcy or winding up proceedings are started against you or if a receiver or similar officer is appointed in respect of all or any part of your business or assets or if you unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you enter into liquidation (whether voluntary or compulsory);
- you cease to trade;
- any insolvency proceedings are taken out against any of your directors or partners;
- if you are a partnership, that partnership is or is to be dissolved;
- the charging or conviction of any partner, director, employee or agent of you of any criminal offence which in our reasonable opinion has a material adverse effect on our business or reputation;
- we are instructed to do so by a legal or regulatory body such as the FCA.

Cessation of our business relationship shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.

Data Protection

RLTS and the Introducer shall comply with the provisions and obligations imposed on them by the UK General Data Protection Regulation ('GDPR') and Data Protection Act 2018 ('DPA').

RLTS' arrangements for compliance with the GDPR and DPA are set out in our Privacy Policy which is available for inspection at <https://www.rightmove.co.uk/this-site/privacy-policy.html>.

Complaints

You shall be responsible for any complaint relating to the introducer services you provide to the customer and we shall be responsible for any complaint relating to the services we provide to the customer. You shall have no authority to deal with complaints on our behalf.

Upon receipt of a complaint concerning the services we provide we will handle the complaint in accordance with our written Complaints Policy.

Bribery and Corruption

It is our policy to comply with all legal obligations imposed on us in connection with bribery and corruption. To the extent that any such applicable bribery and corruption obligations apply to you, in providing introductions to us, you represent that you, your business and your officers and employees are compliant and will remain compliant with relevant bribery and corruption obligations.

Law and Jurisdiction

These Terms are governed by the laws of England and Wales and the courts of England and Wales have sole jurisdiction to settle disputes.

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