

## RIGHTMOVE COMMERCIAL PRODUCT GUIDELINES

### DEFINITIONS

**"Core Membership"** means the basic Services on the Rightmove platforms 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.

**"Portfolio Associate Membership"** means the membership package described in these Guidelines and is available to Agents as a 6 month option. "

**"Portfolio Membership"** means the membership package described in these Guidelines and is available to Agents as a 12 month option

**Agents"** means any person primarily in the business of selling or letting commercial properties or land on behalf of multiple unrelated third parties.

**"Owner Portfolio Associate Membership"** means the core membership available to those seeking to advertise commercial properties wholly or partially owned by them or advertised under a brand owned by them as a 6 month option.

**"Owner Portfolio Membership"** means the core membership available to those seeking to advertise commercial properties wholly or partially owned by them or advertised under a brand owned by them as a 12 month option

**"Pay As You Go Membership"** means the basic Services available under Core Membership, payable on a rolling monthly basis after the Initial Term for a single property.

**"Pay Per Listing Membership"** is a more flexible version of our Pay As You Go Membership. It allows members to advertise a single property and pay a monthly fee on a rolling basis with a 1-month Initial Term.

**"Serviced Office Broker Membership"** – means the core membership available to Agents to advertise any Serviced Office Centres owned by multiple third party serviced office providers with a view to introducing tenants to serviced office providers.

**"Serviced Office Provider Membership"** – means the core membership available to a member to advertise serviced office space that is wholly owned by them or advertised under a brand owned by them. In addition to a Commercial Sales and Lettings Membership should more than one serviced office centre be included within their portfolio for each additional Serviced Office Centre in excess of one.

### GENERAL

1. These Commercial Product Guidelines should be read in conjunction with the Rightmove General Membership Terms and Conditions.
2. If there is any conflict between these Commercial Product guidelines and the Rightmove General Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
3. By applying for Rightmove Additional Products 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 Commercial Product Guidelines;
- 3.2. You will comply with all obligations contained in these Commercial Product Guidelines that apply to the Product or Package that you have purchased; and
- 3.3. If in Our opinion You breach these Commercial 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. Products 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.
5. As part of Your membership, We will provide You with a trackable number for use on Our Website. This number will have a local dialling code based on Your geographical location.
6. For properties you advertise on Rightmove, You must accompany viewings where requested.

## COMMERCIAL MEMBERSHIP GUIDELINES

### 1. Terms of Membership – Portfolio Associate Membership

- 1.1. These terms apply to both Agent and Owner Portfolio Memberships, defined above and subject to the charges set out in Your membership application form.
- 1.2. The Initial Term for the Portfolio Memberships will be a minimum of 6 months, thereafter Memberships will continue until either party gives 30 days' written notice to expire at the end of a calendar month, as outlined in the General Membership Term and Conditions.
- 1.3. The Membership Term will commence as confirmed in Your go live email.
- 1.4. Membership requires You to advertise all stock publically advertised for sale or let via any other media excluding serviced office space.
  - 1.4.1. Should we at our sole discretion decide Your serviced office stock is material, you may need to take out a separate serviced office agreement, or remove Your serviced office stock from site if you do not meet the criteria for that agreement.
- 1.5. Each advert entitles you to advertise the following:
  - 1.5.1. One commercial property type at a single price and size for a single address in the sales channel.
  - 1.5.2. One commercial property type with a single price and either a single size or size range for a single address in the lettings channel.
- 1.6. Portfolio Associate Membership entitles the member to manage their advertisements with the following functionality: Member branding, listing by size range and access to full property promotion products described in these Guidelines.
- 1.7. Payment is in advance of the service and is by Direct Debit. Your first invoice and direct debit payment may be higher than the agreed monthly membership rate as they may include more than one calendar month's service.
- 1.8. Rightmove gives the customer nominated in this Membership form express permission to on-sell if the customer is acting as an Agent on behalf of multiple third party owners or landlords. If requested, you must be able to accompany all viewings.
- 1.9. You acknowledge that as a member of Rightmove you will receive Rightmove's telephone recording service, details of which are set out in the Terms of the Call Recording Service section.

### 2. Terms of Membership – Portfolio Membership

- 2.1. These terms apply to both Agent and Owner Portfolio Memberships, defined above and subject to the charges set out in Your membership application form.

- 2.2. The Initial Term for the Portfolio Memberships will be 12 months, thereafter Memberships will continue until either party gives 30 days' written notice to expire at the end of a calendar month, as outlined in the General Membership Term and Conditions.
- 2.3. The Membership Term will commence as confirmed in Your go live email.
- 2.4. Membership requires You to advertise all stock publically advertised for sale or let via any other media excluding serviced office space.
  - 2.4.1. Should we at our sole discretion decide Your serviced office stock is material, you may need to take out a separate serviced office agreement, or remove Your serviced office stock from site if you do not meet the criteria for that agreement.
- 2.5. Each advert entitles you to advertise the following:
  - 2.5.1. One commercial property type at a single price and size for a single address in the sales channel.
  - 2.5.2. One commercial property type with a single price and either a single size or size range for a single address in the lettings channel.
- 2.6. Portfolio Membership entitles the member to manage their advertisements with the following functionality: Member branding, auto photo-refresh, listing by size range and access to full property promotion products described in these Guidelines.
- 2.7. Payment is in advance of the service and is by Direct Debit. Your first invoice and direct debit payment may be higher than the agreed monthly membership rate as they may include more than one calendar month's service.
- 2.8. Rightmove gives the customer nominated in this Membership form express permission to on-sell if the customer is acting as an Agent on behalf of multiple third party owners or landlords. If requested you must be able to accompany all viewings.
- 2.9. You acknowledge that as a member of Rightmove you will receive Rightmove's telephone recording service, details of which are set out in the Terms of the Call Recording Service section.

### 3. **Terms of Membership - Serviced Office Provider Membership**

- 3.1. The Service Office Provider Membership is available to Providers only.
- 3.2. The Initial Term for the Serviced Offer Provider Membership will be 12 months, thereafter Memberships will continue until either party gives 30 days' written notice to expire at the end of a calendar month, as outlined in the General Membership Term and Conditions.
- 3.3. Membership is available to those advertising serviced office space that is wholly/ partially owned by them or advertised under a brand owned by them.
- 3.4. The Membership Term will commence as confirmed in Your go live email.
- 3.5. Membership requires You to advertise all serviced office stock publically advertised for let via any other media.
- 3.6. Membership allows You to advertise Your serviced office stock within our commercial lettings channel.
- 3.7. Payment is in advance of the service and is by Direct Debt. Your first invoice and direct debit payment may be higher than the agreed monthly membership rate as they may include more than one calendar month's service.
- 3.8. You acknowledge that as a member of Rightmove you will receive Rightmove's telephone recording service, details of which are set out in the Terms of the Call Recording Service section.

### **Terms of Membership – Pay Per Listing Membership (PPL) (formerly PAYG2)**

- The PPL Membership is available to both Agents and Owners
- The Initial Term for a PPL Membership is 1 month, thereafter the Membership will continue on a rolling basis until either party gives 30 days' written notice to expire at the end of a calendar month, as outlined in the General Membership Term and Conditions.
  - Therefore, you will pay a minimum of 2 months' fee for a PPL Membership
  - Should the property advertised sell or let during the Initial 1-month Term, no reimbursement will be made.
  - Should the property be removed, sold or let within the Initial 1-month period but subsequently need to be re-advertised, a new membership will be required.

- The Initial Term will commence as confirmed in your go live email
- Each advert entitles you to advertise one commercial property type at a single price and size in the commercial sales and/ or commercial lettings channels.
- Payment is in advance of the service and is by Direct Debit.
- Rightmove gives the customer nominated in this Membership form express permission to on-sell.
- You acknowledge that as a member of Rightmove you will receive Rightmove's telephone recording service, details of which are set out in the Terms of the Call Recording Service section.

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## Historic Membership terms for existing customers that are no longer available

### Terms of Membership - Pay As You Go Membership (PAYG)

- No longer available as of 1<sup>st</sup> July 2017
- The PAYG was available to both Agents and Owners
- The Initial Term for a PAYG was 3 months, thereafter the Membership would continue on a rolling basis until either party gave 30 days' written notice to expire at the end of a calendar month, as outlined in the General Membership Term and Conditions.
- The Initial Term commenced as confirmed in your go live email
- Each advert entitled you to advertise one commercial property type at a single price and size in the commercial sales and/ or commercial lettings channels.
- Should the property advertised sell or let during a 3-month term, no reimbursement would be made.
- Should the property be removed, sold or let within the 3-month period but subsequently need to be re-advertised, a new membership would be required.
- Payment was in advance of the service and was by Direct Debit.
- Rightmove gave the customer nominated in this Membership form express permission to on-sell.
- You acknowledged that as a member of Rightmove you would receive Rightmove's telephone recording service, details of which are set out in the Terms of the Call Recording Service section.

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### • **Introductory Offer – no longer available from 01/10/2018**

- The Introductory Offer allows You to benefit from a 50% discount for the first 6 months of Portfolio Memberships.
- It is only available once per customer on Portfolio Memberships, with the first order placed.
- It is at Our discretion whether a customer who leaves and then re-joins can then benefit from this Introductory Offer.
- To terminate this membership at the 6-month point, you must give one full calendar months' notice in writing before the 6-month point. If you do not terminate the Membership early at the 6-month point, the term will continue for the full 12 months.
  - After the 12-month Term the Portfolio Membership will continue until either party gives one full calendar month's written notice at the end of a calendar month, as per our General Membership Terms and Conditions.

## PRODUCT GUIDELINES

### 4. General Product Guidelines

- 4.1. Any Product purchased by You will commence on the latter of the date specified and agreed by Us or alternatively the date upon which You are notified by Rightmove that Your selected Rightmove additional advertising products or services first become live and available for Your use on the Rightmove Website ("the Effective Date").
- 4.2. Any initial 'part month' periods will be charged pro-rata to the full calendar monthly cost.
- 4.3. After the minimum contract term of each product, the product contract will continue to be purchased by You on a rolling monthly basis until You provide at least one month's notice to terminate at the end of the subsequent calendar month.
- 4.4. We reserve the right to change the pricing of any of our products, as long as You are outside the initial term of Your product contract, and we give you at least 30 days' notice in writing.

### 5. General Product Guidelines – Property Products

- 5.1. Property Products means the Rightmove Premium Listing, Featured Property and Featured Property of the Month products.
- 5.2. We reserve the right to remove any properties from a Featured Property, Featured Property of the Month or Premium Listing which do not comply with the Technical Guidelines.

### 6. General Product Guidelines - Display and Search Based Products

- 6.1. 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 Display or Search Based Product.
- 6.2. Search Based Product pricing:
  - 6.2.1. Search based products, are priced at a search term level, given the expected number of searches in a typical month.
- 6.3. All Advertisements are subject to Rightmove's Brand Guidelines and Technical Guidelines.
- 6.4. 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.
- 6.5. Quotes are valid for 14 days unless otherwise specified.

If Your Search Based products are not made live on the Rightmove site within 3 months from the date the Form was signed, We reserve the right to cancel the product. We make no warranties that the product will be available to re-purchase once cancelled.

### 7. Featured Property

- 7.1. Product description
  - 7.1.1. Property displayed in a Featured Property Product ("Featured Property") will appear at the top of such search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Property will appear.
- 7.2. Product pricing

Featured Property boxes are charged per calendar month, per box, on a subscription basis.

  - 7.2.1. Where a Featured Property has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Featured Property may be charged by Us to You at the full

rate applicable for that month, irrespective of the actual number of days that You have chosen to display property within it.

- 7.3. Standard contract minimum term: 3 complete calendar months or the life of the branch, whichever is shorter.
- 7.4. No refund shall be given for Featured Property Boxes that are unused.
- 7.5. Once property is assigned to a Featured Property Box it will remain Featured for 12 months.
- 7.6. Product usage constraints:
  - 7.6.1. You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 7.6.2. You have the right to nominate any of Your property listings to appear in a Featured Property, provided that:
    - 7.6.3. Any such properties are currently offered by You as 'for sale' or 'for let' and;
      - 7.6.3.1. You or Your Client have received an instruction at Your location to which the Featured Property is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
  - 7.6.4. Subject to the following provisions of this clause You may, at Your discretion, change the property listing which is displayed in a Featured Property. We do reserve the right to restrict at Our discretion:
    - 7.6.4.1. The number of individual property listings placed in a particular Featured Property and;
    - 7.6.4.2. The number of times each property is nominated by You to appear in a particular Featured Property.
  - 7.6.5. If You change the property listing displayed in a Featured Property via RightmovePlus We will use reasonable endeavours to reflect those changes on Our website within 15 minutes.

## 8. Featured Property of the Month

- 8.1. Product description:
  - 8.1.1. The Featured Property of the Month product ("Featured Property of the Month") will make the property it is applied to appear at the top of such search results pages on Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Property of the Month will appear.
  - 8.1.2. Once applied to a specific property, You cannot transfer the Featured Property of the Month credit to another property.
  - 8.1.3. We will format an individual property listing as a Featured Property of the Month for:
    - 8.1.3.1. A period of 28 days for properties for sale/ to let or;
    - 8.1.3.2. The duration of the property's continuous listing on Our website if less than 28 days for properties for sale/to let. No refund shall be given for properties which are in the Featured Property of the Month slot for less than 28 days.
- 8.2. Product pricing: Featured Property of the Month are purchased as credits. Each credit entitles You to configure one individual property listing as a Featured Property of the Month.
- 8.3. Product usage constraints:
  - 8.3.1. You will ensure that an individual property listing will only appear in a single Featured Property purchased by You at any time.
  - 8.3.2. You have the right to nominate any of Your property listings to appear in a Featured Property of the Month, provided that:
    - 8.3.2.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
    - 8.3.2.2. You or Your Client have received an instruction at Your location to which the Featured Property is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
    - 8.3.2.3. At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Featured Property of the Month credits purchased from Us by You are valid for use. Any Featured Property of the Month credits purchased by You which are not used within 6 months from the date of

purchase will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

## 9. Premium Listing

### 9.1. Product description:

- 9.1.1. The Premium Listing Product ("Premium Listing") is an enhanced advert with a digital sticker and single brand logo applied on Our Website and on Our Mobile platform in the natural search listings.
- 9.1.2. Once applied to a specific property, You cannot transfer the Premium Listing credit to another property.
- 9.1.3. We will format an individual property listing as a Premium Listing for:
  - 9.1.3.1. A period of 12 months for properties for sale or let or;
  - 9.1.3.2. The duration of the property's continuous listing on Our platforms if less than 12 months for properties to sell or let or;
  - 9.1.3.3. The duration of the property's continuous listing on Our platforms if the property in question is newly built and is being both developed and sold/let by You.

### 9.2. Product pricing:

- 9.2.1 The Premium Listing product is purchased as credits is charged per calendar month. Each credit entitles You to configure one individual property listing as a Premium Listing which gives you access on all of our platforms.
- 9.2.2 The minimum subscription based purchase is one Premium Listing credit in a calendar month. Additional subscription based credits can be purchased.
- 9.2.3 One off credits for Premium Listing can be purchased on an ad-hoc basis without a contract term.
- 9.2.4 Standard contract minimum term: 3 complete calendar months.

### 9.3 Product usage constraints:

- 9.3.1 You will not apply Premium Listing to property listings that are currently draft or invisible. You have the right to apply Premium Listing to any of Your property listings, provided that:
- 9.3.2 Any such properties are currently offered by You as 'for sale' or 'for let' and;
- 9.3.3 You or Your Client have received an instruction at one of Your locations to which the Premium Listing is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You.
- 9.3.4 If a property listing formatted in Premium Listing is subsequently deleted by You, and is then uploaded again at a later date to Our platforms by You, it will not be shown by Us as a Premium Listing.
- 9.3.5 At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Premium Listing credits purchased from Us by You are valid for use. Any Premium Listing credits purchased by You which are not used within 6 months from the date of purchase will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

## 10. Local Homepage

### 10.1. Product description:

- 10.1.1. The Local Homepage Product ("Local Homepage") is the display of Your advertisement on the search criteria page of Our Website and our Mobile platforms for the search terms purchased as outlined on the Product Request Form.
- 10.1.2. Local Homepage and Homepage for Mobile are joint products and are sold together
- 10.1.3. Standard contract minimum term: 3 complete calendar months
- 10.1.4. 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.
- 10.1.5. 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.

- 10.2. Product usage constraints:
  - 10.2.1. 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.
  - 10.2.2. 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.
  - 10.2.3. 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.

## 11. General Product Guidelines – Rightmove Active Campaigns

- 11.1. Product description:
  - 11.1.1. There are two separate products:
  - 11.1.2. Geographic Campaigns offer You a broadcast by Us to a group of Our Users, segmented by postcode area.
  - 11.1.3. 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.
- 11.2. Email Campaign pricing
  - 11.2.1. 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.
- 11.3. Product usage constraints:
  - 11.3.1. 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.
- 11.4. Email Campaign booking:
  - 11.4.1. 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.
  - 11.4.2. Are booked on a strictly, first come, first served basis.
  - 11.4.3. A minimum order spend of £600 + VAT applies to each campaign.
- 11.5. 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.
- 11.6. 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.
- 11.7. All HTML artwork must be emailed to [eleaflets@rightmove.co.uk](mailto: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.
- 11.8. 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.
- 11.9. Moving/rescheduling a Geographic or Geographic and Sector Campaign by You within 10 working days of the broadcast date will incur a 15% surcharge.
- 11.10. 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.
- 11.11. 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.
- 11.12. 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.

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.

## 12. TERMS OF THE CALL RECORDING SERVICE

- 12.1. You acknowledge that calls placed with you by Rightmove may be recorded and that those calls may contain personal details of Your employees, agents or representatives.
- 12.2. You confirm that you hold adequate consents from all such individuals to the processing of their personal data by Rightmove for the provision of the telephone recording service. Please complete the separate Call Recording Form to confirm access rights for Your Company.
- 12.3. If you wish to Opt out of the telephone recording service, please do so in writing to [commercial.support@rightmove.co.uk](mailto:commercial.support@rightmove.co.uk)
- 12.4. Further details around call recording can be found in the Activation of Telephone Recording document.

## 13. COMPETITION GUIDELINES

You agree to co-operate with Us in order to ensure that any individual vendor or landlord 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 Rightmove Additional Products at any time and for such a period of time as We may specify.