

**RIGHTMOVE PRODUCT GUIDELINES  
NEW HOMES – JANUARY 2023**

**DEFINITIONS**

**“Active Campaign”** means one of the following 8 products: (1) Targeted Email Campaigns, (2) Re-mail Campaigns, (3) Regional/National Email Campaigns, (4) Follow Up Email Campaigns, (5) Targeted SMS Campaigns, (6) Facebook Campaigns or (7) Rightmove Audience Extension.

**“Active Display Products”** means the Featured Developer and Local Homepage products.

**“Additional Products”** means the additional Services which You can purchase on top of your Core Membership.

**“Core Membership”** means the basic Services on Our Platforms to which You are entitled in return for your Core Membership fee.

**“Native Search Advertisement Products”** means Property Carousel and Developer Carousel products.

**“Package”** means one of the following alternative options for either New Homes or Build to Rent: Standard, Gold, Premium or Advanced, as described in these Guidelines.

**“Package Rate”** means a set rate applied for your package, which can be in addition to Your Core Membership fee and Package Threshold.

**“Package Threshold”** means Your minimum net product spend, after all Package discounts, required for You to remain eligible for Your Package.

**“Product Request Form”** means the form You complete when committing to purchase Additional Products, or an alternative Package. This Form details the Additional Products and/or Packages to be taken, the applicable Price Schedule and the minimum Term.

**“Property Products”** means the Our Premium New Home, Featured New Home, Spotlight and Advanced Development Listing products.

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

**“Underspend”** means the difference between Your actual calendar monthly spend and Your minimum calendar monthly Package Threshold.

**“Your Advertisement”** means any image, text, website link or other material provided by You which We display or embed in any page on Our Platforms as part of any Active Display Product or Native Search Advertisement Product.

**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 the Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
3. By applying for Additional Products or Packages detailed on the Product Request Form(s) 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 Product Guidelines;
- 3.2. You will comply with all obligations contained in these Product Guidelines that apply to the Additional Product or Package that You have purchased; and
- 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 which apply to the selected Product or Package for the remainder of the Term.
4. Additional Products or Packages purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10 of our General Membership Terms and Conditions.
5. If Your Package is terminated by You or Us, you agree to pay Us the prevailing standard Price Schedule for your Core Membership and any Additional Products you continue to purchase.
6. As part of Your Membership We will provide You with a trackable telephone number for use on Our Website. This number will have a local dialling code based on Your geographical location.
7. You acknowledge that You will receive Our telephone recording service, details of which are set out in the Telephone Recording Terms published on Our Website.
8. From time to time We may offer services from or share Member Data with any of Our subsidiary companies (as defined under Section 1159 Companies Act 2006). Where You enter into a contract for those services offered by Our subsidiary companies, You will also agree to the relevant Terms and Conditions of the relevant subsidiary.

## **PRODUCT GUIDELINES**

### **1. General Product Guidelines**

- 1.1. Any Additional Products or Packages 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 Us that Your Additional Products or Packages first become live and available for Your use on Our Platforms (“the Effective Date”).
- 1.2. Charges for Additional Products will not be pro-rated unless otherwise specified in these guidelines. Any initial ‘part month’ periods will be charged pro-rata to the full calendar monthly cost where applicable.
- 1.3. You will continue to purchase each Additional Product, after the end of the initial Term, on a rolling monthly Term until You provide at least 30 days’ prior written notice which shall commence on the date that the notice is deemed to have been received by Us pursuant to clause 11.6 of the General Membership Terms and Conditions and will expire on the last 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 31 January. Where the Notice Period commences on 15 February, it will expire on 31 March.
- 1.4. We reserve the right to change the pricing of any of Our Additional Products, as long as You are outside the Minimum Term for the product in question and We give You at least 30 days’ notice in writing.
- 1.5. We reserve the right in Our sole discretion to:
  - 1.5.1 Refuse to approve and display any particular designs of Your Advertisement; and/or
  - 1.5.2 Restrict the display of images, emblems and logos; and/or
  - 1.5.3 Refuse to apply any particular link to Your Advertisement; and/or
  - 1.5.4 Remove a logo or image from Your Advertisement if the applied logo or image is Your Brand or if You cannot prove to Our reasonable satisfaction that You have the right to display a logo or image which does not belong to You; and/or
  - 1.5.5 Create and apply Guidelines that may restrict the content of Your Advertisements and prevent advertising for certain services.
- 1.6. Your Advertisements must comply with all applicable Relevant Legislation and Codes, including without limitation The UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) administered by the Advertising Standards Authority.
- 1.7. If You ask Us to change any images, text, link or other details of Your Advertisement We reserve the right to limit such changes to 1 per calendar month for each Advertisement.
- 1.8. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any 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 Active Display Product, by reference to the time period during which the product was no longer made available to You by Us.

## **2 General Product Guidelines – Property Products**

2.1 We reserve the right to remove any property listings from Premium New Home, Featured New Home, Spotlight or Advanced Development Listing which:

- 2.1.1 Contain property images or text relating to anything other than a property for sale, including, but not restricted to, images of properties modified to include other text; or
- 2.1.2 Are not currently for sale; or
- 2.1.3 Contain logos which are not a unique trading style of Your business or which do not belong to You; or
- 2.1.4 In the case of properties being marketed that are newly built homes, contain property details of a substantially similar or identical type to those currently displayed by You in another Featured New Home; or
- 2.1.5 Are not displayed in the appropriate Featured New Home for the type of marketing required.

## **3 General Product Guidelines – Active Display Products**

3.1 Product description: Featured Developer and Local Homepage

3.2 Active Display Product pricing: Active Display Products are priced at a search term level, given the expected number of searches in a typical month.

3.3 Product usage constraints:

- 3.3.1 You agree that, where Your Advertisement includes any form of promotion or offer from You, the following text (or such alternative text which We approve in writing before it is used) will appear within the advertisement – “Conditions Apply – Contact agent for details” and the text will appear in a format that We in Our sole discretion decide will be legible to a User viewing Your Advertisement. We reserve the right to suitably amend the copy or layout of Your Advertisements which You submit to Us for publication to ensure that they comply with this clause.
- 3.3.2 We reserve the right to remove any of Your Advertisements which, in Our opinion, is in breach of Our Search Based Products Content Guidelines.
- 3.3.3 Your Advertisement will appear on such pages as We may in Our sole discretion provide to Users where in Our sole discretion Your Advertisement is eligible to be displayed.
- 3.3.4 You acknowledge that the visibility of Your Advertisement on the page will be dependent on the technical configuration of the User's computer and We do not warrant that Your Advertisement will be visible to all Users. Proof of Your Advertisement will be sent to the email address supplied two full working days prior to going live on Our Platforms. We reserve the right to make Your Advertisement(s) live if We do not hear from You within those two working days.

## **4 General Product Guidelines – Native Search Advertisement Products**

4.1 Product description:

- 4.1.1 Native Search Advertisement Products are where Your Advertisement will appear within such search results pages of Our Platforms 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 Your Advertisement will appear. There are 2 separate products: Property Carousel and Developer Carousel.

4.2 Native Search Advertisement Product pricing:

- 4.2.1 The Price Schedule is available from Your Account Manager at Rightmove and depends on the search term purchased. This Price will continue on a rolling basis after the expiry of the Minimum Term unless otherwise notified by Us on giving 30 days' notice to You.

4.3 Minimum Term:

- 4.3.1 1 complete calendar month from the date on which the product becomes chargeable.

4.4 Product availability and usage constraints:

- 4.4.1 Native Search Advertisements are available to purchase by invitation from Us only and in no other circumstances.

- 4.4.2 Requests by You to amend the creative before going live must be made within 2 full working days of the proof being supplied. Further amendment requests by You once live on Our Platforms are limited to one per calendar month and can take up to 10 working days to be updated on Our Platforms.
- 4.4.3 Creative and/or creative content must be supplied by 5pm on the date which is 14 days after the date on which the Native Search Advertisement Product was purchased, or the search term(s) selected will be released and You will not be able to use the product.
- 4.4.4 Once applied, You cannot transfer Your Advertisement to another Residential Development.

## 5 General Product Guidelines – Active Campaign

### 5.1 Product description:

- 5.1.1 There are 7 separate products:
  - 5.1.1.1 **Targeted Email Campaigns** offer You a broadcast by Us to a targeted group of our Users.
  - 5.1.1.2 **Re-mail Campaigns** can be purchased after the broadcast of a Targeted Email Campaign. The Re-mail Campaign will be sent to the same group as the original Targeted Email Campaign. The Re-mail Campaign must be broadcast within 21 working days of the original Targeted Email Campaign.
  - 5.1.1.3 **Regional/National Email Campaigns** offer You access to a broadcast by Us to a relevant audience of Our Users interested in a specific geographical area as defined by Us.
  - 5.1.1.4 **Follow Up Email Campaigns** can be purchased after the broadcast of a Regional/National Email Campaign. The Follow Up Email Campaign will be sent to Users who opened the original Regional/National Email Campaign and clicked on a link within it. The Follow Up Email Campaigns must be broadcast within 21 working days of the original Regional/National Email Campaign.
  - 5.1.1.5 **Targeted SMS Campaigns** can be purchased in conjunction with either a Targeted or Regional/National Email Campaign. The SMS Campaign will be sent to a targeted group of our registered Users, for whom we have a mobile telephone number on record.
  - 5.1.1.6 **Facebook Campaigns** can be purchased in conjunction with either a Targeted or Regional/National Email Campaign. The Facebook Campaign offers you a branded advert on the social media platform Facebook, served only to a targeted group of our Users.
  - 5.1.1.7 **Rightmove Audience Extension** offers You a branded advert on websites outside of Rightmove, served only to a selected group of Our users for whom We have appropriate cookies recorded via Rightmove platforms.

### 5.2 Active Campaign pricing:

- 5.2.1 Active Campaign prices are available from Your account manager and depend on the product type and/or the number of Users to which We send or serve the Active Campaign.
- 5.2.2 Should You be eligible for a discounted Targeted Email Campaign in any given calendar month, We will inform You on the first working day of that month. The discount will only apply to Targeted Email Campaigns booked during that calendar month and broadcast within 15 working days of the date on which they are purchased.

### 5.3 Product usage constraints:

- 5.3.1 Active Campaigns will only be served by Us to a relevant group of Our Users as defined by Us. Unique identifiers (such as email addresses) that We use to contact our Users on behalf of You will not be shared.
- 5.3.2 We offer a free quotation service based on estimated Match Counts. Match Counts are only valid for 15 working days.
- 5.3.3 Are only confirmed on the basis of a signed copy of the Active Campaign Membership Form or an email from You confirming You wish to proceed
- 5.3.4 Are booked on strictly first come first served basis.
- 5.3.5 A minimum order spend of £350+VAT applies to each Active Campaign
- 5.3.6 All Active Campaigns attract a service charge of £100+VAT per order.
- 5.3.7 The service charge is waived upon successful broadcast of the Active Campaign.
- 5.3.8 Failure by You to authorise broadcast of an Active Campaign constitutes cancellation and will incur the Active Campaign service charge.

- 5.3.9 Should You wish to proceed with an Active Campaign after a cancellation We will treat the Active Campaign as a new order.
- 5.3.10 Any late delivery of artwork by you that delays the Active Campaign go-live date may incur additional charges
- 5.3.11 Regional/National Email Campaigns:
  - 5.3.11.1 Regional/National Campaigns booked as an Early Bird Email Campaign will only be confirmed on the basis of a signed copy of the relevant Product Order Form.
- 5.3.12 Targeted Email Campaigns:
  - 5.3.12.1 Failure by You to authorise broadcast of a campaign before Your database Match Count expires constitutes cancellation and will incur the Active Campaign service charge.
  - 5.3.12.2 Should You wish to proceed with an Active Campaign after Your database Match Count expires, We will treat the campaign as a new order.
  - 5.3.12.3 Any other Re-mail Campaigns, Targeted SMS Campaigns or Facebook Campaigns purchased as part of a Targeted Campaign, must be broadcast within 21 days of the first broadcast of the original Targeted Email Campaign.
- 5.3.13 Each HTML template design created by Us is valid for 6 months and must be amended for each new Active Campaign broadcast send (which involves the use of email). Amendments will incur a fee. Where You or Your supplier provides the creative for Your Active Campaign, We will send it as received (without verifying any links or content) unless We have to make any editorial or content changes to conform to Our Search Based Products Content Guidelines. If We make any significant changes, We will send You the revised version as it would be received and ask You to authorise broadcast.
- 5.3.14 We will send You the final proof of Your Advertisement 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 broadcast Your Advertisement as booked.
- 5.3.15 All artwork assets must be emailed to [digitalmarketing@rightmove.co.uk](mailto:digitalmarketing@rightmove.co.uk) no less than 3 working days prior to the agreed broadcast date. Any completed template briefs must be emailed to [digitalmarketing@rightmove.co.uk](mailto:digitalmarketing@rightmove.co.uk) no less than 5 working days prior to the agreed broadcast date. Any amendments to creatives You must allow 5 working days. Any late artwork, template briefs or amends that delays the campaign go-live may incur charges.
- 5.3.16 We will endeavour to serve Your Active Campaign at the time You prefer. However, We reserve the right to vary the go-live date to accommodate Our other communications and manage the number of campaigns received by Our Users.
- 5.3.17 Moving or rescheduling a Regional/National Email Campaign or a Rightmove Audience Extension Campaign by You within one calendar month of the planned broadcast date will incur a 25% surcharge.
- 5.3.18 You have the right to cancel a booking. If You wish to cancel a booking then You must provide Us with written notice of cancellation. If You cancel Your booking within the prescribed timeframes below then You will have to pay the applicable cancellation charges (set out below). The amount You pay changes depending on when You cancel. If You cancel:
  - 5.3.18.1 Within 14 days of the date of broadcast, You shall pay 100% of the total order value to Us;
  - 5.3.18.2 Within 15 to 30 days of the date of broadcast, You shall pay 50% of the total order value to Us; and
  - 5.3.18.3 Within 31 to 90 days of the date of broadcast, You shall pay 25% of the total order value to Us.
- 5.3.19 We will only publish Active Campaigns that meet Our Search Based Products Content Guidelines and We retain editorial control over all communications sent by Us to Users.
- 5.3.20 We reserve the right to refuse Your application for access to Our Active Campaign service. No request for an Active Campaign will be deemed as accepted until it is confirmed by Us. We are not obliged to accept any request by You nor give You reasons should We choose to decline.
- 5.3.21 We reserve the right to refuse broadcast of an Active Campaign relevant to one or more of Your Locations if the properties available at that Location have not been continuously advertised on Our Platforms for at least 30 days in the absence of written notice.

## **6 Featured New Home**

### **6.1 Product description:**

- 6.1.1 Property displayed as a Featured New Home will appear at the top of such search results pages of Our Platforms 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 New Home will appear.

### **6.2 Product pricing:**

- 6.2.1 Featured New Home boxes are charged per calendar month, per box, on a subscription basis.
- 6.2.2 Where a Featured New Home box has been provided by Us to You to display property at any time during a particular calendar month, the Featured New Home 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.

### **6.3 Minimum Term: 1 complete calendar month or the life of the Residential Development, whichever is shorter.**

### **6.4 Product usage constraints:**

- 6.4.1 Featured New Home boxes will be allocated to specific developments by Us.
- 6.4.2 You will ensure that an individual property listing will only appear in a single Featured New Home purchased by You at any time.
- 6.4.3 You have the right to nominate any of Your property listings to appear in a Featured New Home, provided that:
  - 6.4.3.1 Any such properties are currently offered by You as 'for sale' or 'for let'; and
  - 6.4.3.2 You or Your Client have received an instruction at Your Location to which the Featured New Home is allocated from a third party to sell/ let such property or alternatively the property is newly built and is being both developed and sold by You.
- 6.4.4 Subject to the following provisions of this clause and clauses 2.1.4 and 2.1.5, You may, at Your discretion, change the property listing which is displayed in a Featured New Home. We do reserve the right to restrict, at Our discretion:
  - 6.4.4.1 The number of individual property listings placed in a particular Featured New Home; and
  - 6.4.4.2 The number of times each property is nominated by You to appear in a particular Featured New Home.
- 6.4.5 If You change the property listing displayed in a Featured New Home via RightmovePlus We will use reasonable endeavours to reflect those changes on Our Platforms within 15 minutes.
- 6.4.6 If You ask Us to change the property listing displayed in a Featured New Home, We reserve the right to limit such changes to one per week for each Residential Development.

## **7 Premium New Home**

### **7.1 Product description:**

- 7.1.1 The Premium New Home product ("Premium New Home") is an enhanced advert with a digital sticker and single brand logo applied on Our Platforms in the natural search listings.
- 7.1.2 Premium New Home is applied to all property listings on the selected Residential Development.
- 7.1.3 Once applied, You cannot transfer the Premium New Home to another Residential Development.

### **7.2 Product pricing: Premium New Home is charged per calendar month on a subscription basis.**

### **7.3 Minimum Term: 3 complete calendar months or the life of the Residential Development, whichever is shorter.**

### **7.4 Product usage constraints:**

- 7.4.1 The purchase of the Premium New Home product entitles You to configure all property listings of the relevant Residential Development as Premium New Homes on Our Platforms.

## **8 Advanced Development Listing**

### **8.1 Product description:**

- 8.1.1 The Advanced Development Listing product ("Advanced Development Listing") consists of two separate elements:
  - 8.1.1.1 An enhanced advert featuring a property carousel in the natural search listings.
  - 8.1.1.2 An enhanced property details page.

- 8.1.2 Advanced Development Listing is applied to all property listings on the selected Residential Development.
- 8.2 Product pricing: Advanced Development Listing is charged per calendar month on a subscription basis.
- 8.3 Minimum Term: 3 complete calendar months or the life of the Residential Development, whichever is shorter.
- 8.4 Product usage constraints
  - 8.4.1 Once applied, You cannot transfer the Advanced Development Listing to another Residential Development.
  - 8.4.2 Advanced Development Listing will only be available if Your Residential Development is on an Advanced Package.

## **9 Spotlight**

### **9.1 Product description:**

9.1.1 The Spotlight Product ("Spotlight"), consists of two separate elements:

- 9.1.1.1 A "Digital Sticker" - We will apply a form of Digital Sticker to individual property details contained within Your summary listing results displayed on Our Platforms.
- 9.1.1.2 An "Offer Summary" - We will incorporate additional text contained within a text box positioned within the property detail pages of Your relevant Residential Development and Your Residential Development profile pages displayed on Our Platform.

9.1.2 Spotlight is applied to all property listings on the selected Residential Development.

9.2 Product pricing: Spotlight is charged per calendar month on a subscription basis.

9.3 Minimum Term: 3 complete calendar months or the life of the Residential Development, whichever is shorter.

### **9.4 Product usage constraints:**

- 9.4.1 The design, content, colour scheme and appearance of the Digital Stickers will be determined by Us.
- 9.4.2 We reserve the absolute right to create and apply Guidelines that may restrict the content of the relevant Offer Summary and We may prevent advertising for certain services being contained within the Offer Summary.
- 9.4.3 Where You display details of third party's' products and services within the Offer Summary You agree that any such details are also subject to these Guidelines and You will take all proper and reasonable steps to ensure that the details displayed comply fully with all Relevant Legislation or Codes that may be applicable.
- 9.4.4 Any agreement which You enter into with a third party for the supply of content for Offer Summary must incorporate the General Membership Terms and Condition and relevant Guidelines.
- 9.4.5 You will not at any time re-sell the Offer Summary and will not allow the display of material sourced from a third party within the Offer Summary unless that material forms an intrinsic element of Your proposition to Users.
- 9.4.6 You will provide Users with full details of any promotional offers contained within the Offer Summary by You upon reasonable request.

## **10 Featured Developer Sales and Featured Developer Lettings**

### **10.1 Product description:**

10.1.1 The Featured Developer Product ("Featured Developer") is where Your Advertisement will appear within such search results pages of Our Platforms 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 Developer will appear.

10.2 Minimum Term: 1 complete calendar months from the date the product becomes chargeable.

### **10.3 Product usage constraints:**

- 10.3.1 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. Further amendment requests by You once live on Our Platforms are limited to one per calendar month and can take up to 10 working days to be updated on Our Platforms.
- 10.3.2 Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Your Advertisement(s) must be published live on Our Platforms within 14 days of this product being purchased.

## **11 Local Homepage and Homepage for Mobile**

### **11.1 Product description:**

11.1.1 The Local Homepage product ("Local Homepage") is the display of Your Advertisement on the search criteria page of Our Platforms.

11.1.2 Local Homepage and Homepage for Mobile are joint products and are sold together.

### **11.2 Minimum Term: 1 complete calendar month.**

### **11.3 Product usage constraints:**

11.3.1 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.

Further amendment requests by You once live on Our Platforms are limited to one per calendar month and can take up to 10 working days to be updated on Our Platforms.

11.3.2 Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Your Advertisement(s) must be published live on Our Platforms within 14 days of this product being purchased.

## **12 Advanced Developer Microsite**

### **12.1 Product description:**

12.1.1 The Advanced Developer Microsite will give You access to a number of branded pages where You can advertise Your business and services.

### **12.2 Product pricing:**

12.2.1 Advanced Developer Microsite is charged on a per Residential Development, per calendar month basis.

### **12.3 Minimum Term: 3 complete calendar months.**

### **12.4 Product usage constraints:**

12.4.1 We reserve the right to remove any text or images from the Advanced Developer Microsites which, in Our opinion, is in breach of these terms or of Our Search Based Products Content Guidelines.

12.4.2 We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any of these pages without prior notice.

## **13 Property Alert Sponsor**

### **13.1 Product description:**

13.1.1 The Property Alert Sponsor product ("Property Alert Sponsor") is the display of Your Advertisement within email property alerts sent to Our registered Users.

### **13.2 Property Alert Sponsor availability and pricing:**

13.2.1 Property Alert Sponsor will not be available to purchase from 1 January 2023.

### **13.3 Product usage constraints:**

13.3.1 We will display Your Advertisement in email property alerts that match the Locations specified in Your Active Campaign, up to the maximum number of inserts ordered.

13.3.2 Where more than one Member has purchased Property Alert Sponsor for a given search area the Your Advertisements will be inserted in a random order.

13.3.3 As emails cannot be recalled once sent, once the Active Campaign has started we will activate the billing process for the full amount.

13.3.4 As Our email database is dynamic and updated in real time by Users and alerts are only sent when matching properties become available, we cannot guarantee a particular start or stop date for Your Active Campaign. Your account manager will be able to provide estimates of when the Active Campaign will start and finish.

13.3.5 We consider Your Advertisement be the final version when You submit it to us for an Active Campaign to. Once emailed, Your Advertisement physically be altered or withdrawn so You must ensure there are no mistakes and You are happy for it to be broadcast. This is vital if You are purchasing high volumes or records which could be



completed in a short space of time. We will not be held responsible for inaccuracies, errors or imperfections in any of Your Advertisements.

- 13.3.6 If Your Residential Development sells out while Your Advertisements are being broadcast, We can stop the Active Campaign within 2 working days of receiving notification. You will still be invoiced for the full ordered volume and no refund will be available for any advertisements not delivered.
- 13.3.7 For the avoidance of doubt, Clauses 1.5, 1.6, 1.7, 3.3.1, 3.3.2 and 3.8 also apply to Property Alert Sponsors.
- 13.3.8 If You cannot supply Property Alert Sponsor artwork, You can choose an advertisement template designed by Us. A proof of Your Advertisement will be sent to You prior to the delivery of the Active Campaign. Please note all artwork will take a minimum of 5 working days to produce.
- 13.3.9 Your Advertisement must relate to a Residential Development marketed in the Location of the property alert. Out of area alerts can be purchased but relevancy of the banner to the audience will be at Our discretion.
- 13.3.10 Your Advertisement will link to the relevant Residential Development microsite on Our Platforms.

## PACKAGE GUIDELINES

### 13. General Package Guidelines

- 13.1. We have 4 Packages: Standard, Gold, Premium [no longer available to purchase or downgrade to as of 1<sup>st</sup> April 2021] and Advanced:
  - 13.1.1. “Standard” means a Package where You receive Core Membership plus Advanced Developer Microsite, Premium New Homes on all listings, one Featured New Home box, and Spotlight as outlined in these Guidelines.
  - 13.1.2. “Gold” means a Package where You receive Core Membership plus Advanced Developer Microsite, Premium New Homes on all listings, one Featured New Home box, Spotlight, a 50% discount on Active Display Products and Native Search Advertisement Products, and a preferential Price Schedule on Active Campaigns as outlined in these Guidelines.
  - 13.1.3. “Premium” means a Package where You receive Core Membership plus Advanced Developer Microsite, Premium New Homes on all listings, one Featured New Home box, Spotlight, a 50% discount on Active Display Products and Native Search Advertisement Products, and a preferential Price Schedule on Active Campaigns as outlined in these Guidelines.
  - 13.1.4. “Advanced” means a Package where You receive Core Membership plus the Advanced Development Listing on all listings, Advanced Developer Microsite, one Featured New Home box, Spotlight, a 50% discount on Active Display Products and Native Search Advertisement Products, and a preferential Price Schedule on Active Campaigns as outlined in these Guidelines.
- 13.2. Our Packages will operate for a minimum period of 3 complete calendar months (or for an extended period that We agree with You at Our sole discretion) depending on the Packages or Additional Products selected, commencing from the Effective Date as agreed by Us and ending on the final day of the complete calendar month at least 3 full calendar months later (“the Term”).
- 13.3. If You choose to upgrade or downgrade Your Package at the end of the Minimum Term, Your new Package will operate for a minimum period of 3 complete calendar months except where You upgrade from Standard Package to Gold Package in which case Your new Gold Package will operate for a minimum period of 1 complete calendar month.
- 13.4. If You fail to meet Your monthly Package Threshold, You will no longer be eligible for Your current Package’s Core Membership Price Schedule and We reserve the right to either increase Your Core Membership Price Schedule to the prevailing standard Price Schedule or invoice You for the Underspend at Our sole discretion.
- 13.5. At Our sole discretion we reserve the right to change the minimum monthly Package Threshold and/or discount of any Package. Where this is the case, We will notify You of this in writing at least 30 days in advance of the change.
- 13.6. Standard Package Pricing
  - 13.6.1. The Standard Package comprises of a Package Rate and Core Membership fee payable per calendar month as detailed in Your Price Schedule.

**13.7. Gold Package Pricing:**

- 13.7.1. The Gold Package comprises of a Package Rate, Package Threshold and Core Membership fee payable per calendar month as detailed in Your Price Schedule.
- 13.7.2. The Gold Package Core Membership Price Schedule is contingent on You continuing to meet the monthly spend per calendar month of Your Package.
- 13.7.3. The Gold Package Threshold and Package Rate is applied either on a per Residential Development basis, or if agreed by Us, on a geographical area level, based on the average monthly spend per Gold Residential Development.
- 13.7.4. Only Active Display Products and Native Search Advertisement Products purchased in addition to Your Package Rate can contribute to Your Package Threshold.

**13.8. Premium Package Pricing:**

- 13.8.1. The Premium Package comprises of a Package Rate, Package Threshold and Core Membership fee payable per calendar month as detailed in Your Price Schedule.
- 13.8.2. The Premium Package Threshold and Package Rate is on a per Residential Development basis only, or if agreed by Us, on a geographical area level, based on the average monthly spend per Premium Residential Development.
- 13.8.3. Only Active Display Products and Native Search Advertisement Products and additional Featured New Homes purchased in addition to Your Package Rate can contribute to Your Package Threshold.
- 13.8.4. During the Term of the Agreement, subject to commitment by You to spend a minimum monthly Package Threshold per calendar month as detailed in Your Price Schedule. You will receive a preferential Core Membership rate per calendar month per Residential Development to which Your Premium package applies.

**13.9. Advanced Package Pricing:**

- 13.9.1. The Advanced Package comprises of a Package Threshold and Core Membership fee per calendar month as detailed in Your Price Schedule
- 13.9.2. The Advanced Package threshold is on a per Residential Development basis only, or if agreed by Us, on a geographical area level, based on the average monthly spend per Advanced Residential Development.
- 13.9.3. Only Active Display Products and Native Search Advertisement Products and additional Featured New Homes purchased in addition to Your Package Rate can contribute to Your Package Threshold.
- 13.10. Additional Products that are eligible towards any Package discounts (unless otherwise specified as long as these products are chargeable to You) are: Featured Developer, Local Homepage, Native Search Advertisement and Featured New Home.
- 13.11. At the end of the Term, the Package will continue on a rolling monthly basis until You provide at least one full calendar month's written notice to, expire at the end of the calendar month, otherwise termination will roll forward to the end of the subsequent calendar month.
- 13.12. In the event of Termination of Your Package being served by Us or You, You agree to pay the prevailing standard Price Schedule for Your Core Membership and any Additional Products that will continue to be purchased after the Termination of Your Package.

**COMING SOON GUIDELINES****14. General Coming Soon Guidelines****14.1. Coming Soon description:**

- 14.1.1. Where You use Active Display , Native Search Advertisement and/or digital advertising solely to direct traffic to a microsite on Your website but there are no summary listings.

**14.2. Coming Soon pricing:**

- 14.2.1. We agree that during the Coming Soon membership, subject to commitment by You to purchase at least one Active Display Product, You will receive Your Core Membership free of charge each calendar month.

14.2.2. You receive a 50% discount on Active Display Products and Native Search Advertisement Products during the Coming Soon period and a 50% discount on all Active Campaigns booked and broadcast during the Coming Soon period.

14.2.3. We reserve the right to introduce a minimum spend commitment to your Coming Soon membership.

14.3. Minimum Term: 1 complete calendar month

14.4. Usage Constraints

14.4.1. Coming Soon cannot be used for Residential Developments once they are deemed to be live when they are present on Your website, online or in Your marketing materials with pricing. You will be required to take Core Membership and Package for the Residential Development as detailed in these Guidelines.

## **SPECIAL OFFER GUIDELINES**

### **15. General Offer Guidelines**

15.1. Special Offers are only available where You are specifically notified of Your qualification by Us and only then if You select a Package or Additional Products from the options agreed and offered to You by Us.

15.2. 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.

15.3. Irrespective of the Effective Date for Your Package or Additional Product(s), the expiry of Your Special Offer remains the same.

15.4. Unless agreed otherwise with Us at Our sole discretion, Special Offers are not available in conjunction with any other offers.

15.5. Special Offers are non-transferable.

15.6. 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.

### **16. Featured New Homes Offer 2020 (“FNH Offer”)**

16.1. The FNH Offer entitles You to receive a 30% discount on Your eligible Featured New Homes boxes when You purchase a minimum of 3 chargeable Featured New Homes boxes, the terms of which are set out in these New Homes Product Guidelines.

16.2. You must maintain a minimum of 3 live and chargeable Featured New Homes boxes at any one time to retain the 30% discount.

16.3. The 30% discount will be applied on top of any existing discounts.

16.4. The FNH Offer is only available to Members with a New Homes Residential Sales Membership at a Residential Development level and is not available for lettings.

16.5. Featured New Homes boxes which are included as part of Your Gold or Premium Package are not eligible for the discount and do not count towards the minimum numbers required to qualify for the discount.

16.6. The FNH Offer will continue on a rolling basis unless otherwise notified by Us on giving 30 days’ notice.

### **17. Trial Special Offer**

17.1. Special Offer description:

17.1.1. We may trial new initiatives, including but not limited to Additional Products or Packages, and may invite You to participate in such new initiatives.

17.2. Special Offer pricing:

17.2.1. We shall notify You of charges for any such initiatives in writing in advance.

17.3. Minimum Term:

17.3.1. Such Term as We may communicate to You in Our sole discretion, based on the particular Trial Special Offer.

17.4. Special Offer Conditions:

17.4.1. 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 desired results and We shall not be liable in the event that such Trial Special Offer does not achieve Your desired results.