

## RIGHTMOVE PRODUCT GUIDELINES RIGHTMOVE PASSPORT

### DEFINITIONS

**“Licence Term”** means for a limited period of time being no longer than is necessary for the Permitted Purpose, and in any event no longer than 5 years commencing on the date that a Rightmove Passport Holder created the Rightmove Passport in question.

**“Permitted Purpose”** has the meaning given in clause 1.3.2.1.

**“Permitted Recipients”** means Your employees and, where relevant, Your Client who owns the property or properties identified a Rightmove Passport Holder’s email or other communication to You.

**“Rightmove Passport Holder”** means a consumer who has created and/or shared a Rightmove Passport.

**“Rightmove Passport Website”** means the Rightmove consumer facing website relating to the Rightmove Passport located at [ready.rightmove.co.uk](https://ready.rightmove.co.uk) or such other url as Rightmove may nominate from time to time.

**“Shared Personal Data”** means personal data contained in a Rightmove Passport once it has been shared with You and is within Your control.

### 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 clause 2 (Data Protection) of these Product Guidelines and the Rightmove General Membership Terms and Conditions, these Product Guidelines prevail. If there is any conflict between any other clause of these Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
3. By using a Rightmove Passport, You acknowledge and confirm that:
  - 3.1. Your Membership shall be subject to both the Rightmove General Membership Terms and Conditions, as well as these Product Guidelines; and
  - 3.2. You will comply with all obligations contained in these Product Guidelines.
4. Your use of the Rightmove Passport product may be terminated or suspended by You or Us in accordance with clauses 10.2 and 10.3 of the Rightmove General Membership Terms and Conditions.
5. Capitalised terms used in these Product Guidelines not defined above shall have the meaning given to them in the Rightmove General Membership Terms and Conditions.

### PRODUCT GUIDELINES

#### 1. Rightmove Passport

##### 1.1. Product description:

- 1.1.1. A service that allows You to access certain information about prospective tenants for the purpose of letting private residential properties in the UK. We are not a credit reference agency.

## 1.2. Contracting parties:

- 1.2.1. Your Contract for provision of the Rightmove Passport product is between You and Rightmove Rent Services Limited;
- 1.2.2. Rightmove Rent Services Limited is a company registered in England and Wales with company registration number 11211259 and its registered office is at 2 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE. The registered VAT number of the Rightmove group of companies, to which Rightmove Rent Services Limited belongs, is 918 5018 23; and
- 1.2.3. Rightmove Rent Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 805415). Its registration details can be found on the Financial Services Register available on the Financial Conduct Authority's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## 1.3. Product usage constraints:

- 1.3.1. The Rightmove Passport product is for UK properties only. You can only use a Rightmove Passport for the Permitted Purpose (as defined in clause 1.3.2.1). You cannot use a Rightmove Passport for the purpose of evaluating whether a Rightmove Passport Holder is a suitable candidate to rent a private residential property outside the UK.
- 1.3.2. There are certain rules You must follow in relation to Your use of a Rightmove Passport:
  - 1.3.2.1. We grant to You a licence to use a Rightmove Passport and any information contained in it for the purpose of evaluating whether a Rightmove Passport Holder is a suitable candidate to rent a private residential property in the UK ("**Permitted Purpose**"). This licence is limited to the Licence Term, non-exclusive, limited to the UK and non-transferable ;
  - 1.3.2.2. You agree that You will make Your own independent evaluation and decision (or procure that Your Client will make its own independent evaluation and decision) on the suitability or otherwise of a Rightmove Passport Holder as a prospective tenant based on all the information that is or should have reasonable been available to You. A Rightmove Passport is not to be relied on exclusively and is not a substitute for professional due diligence when making decisions about the suitability of a prospective tenant;
  - 1.3.2.3. You agree to abide by the [Terms of Use](#) relating to the Rightmove Passport;
  - 1.3.2.4. You will not sell, transfer, sub-license, distribute, commercially exploit a Rightmove Passport or otherwise make a Rightmove Passport or any information contained in a Rightmove Passport available to, or use for the benefit of, any third party;
  - 1.3.2.5. You will not (and will not allow any third party to) copy, adapt, alter, modify, reverse engineer, decompile or otherwise interfere with a

Rightmove Passport or any information contained in a Rightmove Passport;

- 1.3.2.6. You will not (and will not allow any third party to) create, compile or hold a Rightmove Passport (or any information contained in a Rightmove Passport) in a database or similar structured set of data; and You will not use (and will not allow any third party to use) a Rightmove Passport or any information contained in a Rightmove Passport in a way which unfairly prejudices a Rightmove Passport Holder or in a way that could impact negatively on Rightmove or its Group.

## 1.4 Ownership of information

- 1.4.1 We grant You during the Licence Term a UK-wide, non-exclusive, royalty free, non-transferable licence to use, copy and distribute a Rightmove Passport (including any information contained in that Rightmove Passport) that We or a Rightmove Passport holder sends to You for the purpose of letting residential properties in the UK in accordance with these Product Guidelines. You shall not sub-license, assign or otherwise transfer the rights granted in this clause 1.4.1.

## 1.5 Our right to make changes:

- 1.5.1 We may from time to time change the content or functionality of the Rightmove Passport product. We may also suspend or discontinue any aspect of the Rightmove Passport product, which may include Your access to a Rightmove Passport. If We do so, We will use reasonable efforts to notify You before the changes take effect.

## 1.6 Product pricing:

- 1.6.1 The Rightmove Passport product is free to use.
- 1.6.2 We reserve the right to change the pricing of the Rightmove Passport product, as long as We give You at least 30 days' notice in writing.

## 1.7 Product withdrawal:

- 1.7.1 We may write to You to let You know that We are going to stop providing the Rightmove Passport product. We will let You know at least 30 days in advance of Our stopping the supply of the Rightmove Passport product.

## 1.8 Product warranties and disclaimers:

- 1.8.1 We will endeavour to provide the Rightmove Passport product with reasonable care and skill and to ensure that the Rightmove Passport is substantially as described on the Rightmove Passport Website and in these Product Guidelines.
- 1.8.2 We do not guarantee that Your use of a Rightmove Passport will:
  - 1.8.2.1 be fit for a particular purpose;
  - 1.8.2.2 be uninterrupted, timely, secure or error-free;
  - 1.8.2.3 meet Your requirements; and
  - 1.8.2.4 speed up the process of letting a property or making decisions about the suitability of a particular prospective tenant.
- 1.8.3 A Rightmove Passport is not intended to be used as the sole basis for assessing the suitability of a tenant or for any other business decision. A Rightmove Passport is based upon data which is provided by third parties, including from a Rightmove Passport Holder himself/herself and from Equifax Limited. As such, it is not possible

and/or economically viable for Us to guarantee that a Rightmove Passport or any information contained in a Rightmove Passport is correct, accurate, complete, error free or up-to-date. Rightmove does not verify a Rightmove Passport and gives no warranty or representation that a Rightmove Passport or any information contained in a Rightmove Passport is correct, accurate, complete, error free or up-to-date.

## 2. Data Protection

### 2.1. Data protection responsibilities:

- 2.1.1. You will be a data controller in respect of any Shared Personal Data.
- 2.1.2. We remain the data controller of personal data contained in a Rightmove Passport within our control.
- 2.1.3. We shall both comply with all the obligations imposed on a data controller under the Data Protection Laws. Any material breach of the Data Protection Laws by You shall give grounds to Us to terminate the Contract with immediate effect.
- 2.1.4. We shall ensure that We have all necessary notices and processes in place to enable lawful transfer of the Shared Personal Data to You for the Permitted Purpose.
- 2.1.5. You shall:
  - 2.1.5.1. process the Shared Personal Data only for the Permitted Purpose;
  - 2.1.5.2. keep the Shared Personal Data confidential and not disclose or allow access to any Shared Personal Data to anyone other than the Permitted Recipients;
  - 2.1.5.3. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Product Guidelines;
  - 2.1.5.4. ensure that You have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
  - 2.1.5.5. not transfer any Shared Personal Data outside the European Economic Area unless You ensure that the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; there are appropriate safeguards in place pursuant to Article 46 GDPR; or one of the derogations for specific situations in Article 49 GDPR applies to the transfer;
  - 2.1.5.6. assist Us in complying with all applicable requirements of the Data Protection Laws;
  - 2.1.5.7. notify Us within 24 hours of becoming aware of a breach relating to any Shared Personal Data, provide Us with a sufficient amount of information to allow Us to determine whether We are required to submit a report to Our national supervisory authority as required by Article 33 GDPR (Notification of a personal data breach to the supervisory authority) and such further information as may be required to submit that report and, if

necessary, to notify the affected data subjects in accordance with Article 34 (Communication of a personal data security breach to the data subject). Where We require further support and information from You relating to a data security breach, You will provide such assistance as soon as possible and in good time before the end of the compulsory 72-hour reporting period in Article 33 and/or the time period in which We intend to notify the affected data subjects; and

- 2.1.5.8. indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) We suffer or incur arising out of or in connection with the breach of the Data Protection Laws by You, Your employees or agents.