

RIGHTMOVE RENT SERVICES LIMITED T/AS RIGHTMOVE PASSPORT LANDLORDS & LETTINGS AGENTS PASSPORT TERMS AND CONDITIONS DECEMBER 2018

1 THESE TERMS

- 1.1 These are the terms and conditions on which we, Rightmove Rent Services Limited (“we”, “us”, “our”), supply the Rightmove Passport product to you, a landlord or lettings agent (“you” or “your”). These terms tell you who we are, how we will provide a Rightmove Passport to you, how you and we may change or end the contract, what to do if there is a problem and other important information. These terms apply regardless of how you receive a Rightmove Passport, including when you receive a Rightmove Passport from the consumer who has created and/or shared a Rightmove Passport (a “**Rightmove Passport Holder**”) and not from us directly. If you think that there is a mistake in these terms, please contact us at passport@rightmove.co.uk.
- 1.2 Please read these terms carefully before you access, use or distribute a Rightmove Passport. We advise you to print these terms and keep a copy for your future reference.
- 1.3 **There are other terms that may apply to you.** These terms refer to our [Terms of Use](#), which tell you the rules for using our Site. The Terms of Use also apply to your use of a Rightmove Passport.
- 1.4 **These terms do not apply to Rightmove members.** If you are an agent, developer, landlord or property owner who has a contract with Rightmove Group Limited for the provision of other services, these terms will not apply to you. The terms that apply to you can be found [here](#).
- 1.5 **These terms do not apply to Rightmove Passport Holders.** If you are a Rightmove Passport Holder, these terms will not apply to you. The terms that apply to you can be found [here](#).
- 1.6 **This is our entire agreement with you.** These terms constitute the entire agreement between us in relation to the Rightmove Passport product. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Rightmove Rent Services Limited a company registered in England and Wales. Our company registration number is 11211259 and our 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 we belong, is 918 5018 23.
- 2.2 We are authorised and regulated by the Financial Conduct Authority (Firm Reference Number 805415). Our registration details can be found on the Financial Services Register available on the Financial Conduct Authority’s website at www.fca.org.uk/register.
- 2.3 You can contact us by telephoning the Rightmove Passport Customer Services Team on 01908 712390 between 9am – 5.30pm Monday to Friday or by writing to us at passport@rightmove.co.uk.
- 2.4 If we have to contact you, we will make reasonable efforts to do so.
- 2.5 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 THE RIGHTMOVE PASSPORT PRODUCT

- 3.1 **We provide you with the Rightmove Passport product.** The Rightmove Passport product is as described on the website ready.rightmove.co.uk (the “**Site**”) and in these terms. We provide

you with a service that allows you to access certain information about Rightmove Passport Holders for the purpose of evaluating whether that Rightmove Passport Holder is a suitable candidate to rent a private residential property in the UK ("**Permitted Purpose**"). A Rightmove Passport Holder may provide such information via PDF. We are not a credit reference agency.

4 OUR CONTRACT WITH YOU

4.1 **This is a legally binding contract between you and us.** Our acceptance of your offer to use the Rightmove Passport constituted by you opening the PDF copy of a Rightmove Passport sent to you by a Rightmove Passport Holder will take place immediately after you open and continue to access that document, at which point a contract will come into existence between you and us.

4.2 This contract is between Rightmove Rent Services Limited and:

4.2.1 if the person who accepts these terms operates a lettings agent as a sole trader, that person as an individual;

4.2.2 if the person who accepts these terms is an individual landlord, that person as an individual;

4.2.3 if the person who accepts these terms operates a lettings agent in partnership, that person as an individual on behalf of the partnership;

4.2.4 if the person who accepts these terms is an employee or member of a landlord or lettings agent that is a limited liability partnership, the limited liability partnership; or

4.2.5 if the person who accepts these terms is an employee or director of a landlord or lettings agent that is a limited company, the limited company.

4.3 Where the person who accepts these terms enters into this contract on behalf of a partnership, limited liability partnership or limited company, by opening and continuing to access the PDF copy of a Rightmove Passport sent to you by a Rightmove Passport Holder, the person who accepts these terms confirms that they have authority to act on behalf of, and bind to this contract, the partnership or organisation which they represent.

4.4 **The Rightmove Passport product is for UK properties only.** You can only use a Rightmove Passport for the Permitted Purpose. 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.

5 YOUR OBLIGATIONS

5.1 There are certain rules you must follow in relation to your use of a Rightmove Passport:

5.1.1 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;

5.1.2 you agree to abide by our [Terms of Use](#);

5.1.3 you will not sell, transfer, sub-license, distribute, commercially exploit a Rightmove Passport or otherwise make available a Rightmove Passport or any information contained in a Rightmove Passport to, or use for the benefit of, any third party;

- 5.1.4 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;
- 5.1.5 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
- 5.1.6 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.

6 OWNERSHIP OF INFORMATION

- 6.1 All intellectual property rights in every Rightmove Passport throughout the world belong to (or are licenced to) us.
- 6.2 We grant to you a licence to use a Rightmove Passport and any information contained in it for the Permitted Purpose. This licence is limited to the Licence Term, non-exclusive, limited to the UK and non-transferable.

7 OUR RIGHTS TO MAKE CHANGES

- 7.1 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.
- 7.2 We may from time to time change these terms. You are responsible for ensuring that you read, understand and agree to these terms every time you access a Rightmove Passport. We strongly recommend that you review these terms every time you access a Rightmove Passport as you will be deemed to have accepted the terms, including any variations to the terms, every time you access and continue to use a Rightmove Passport.

8 PROVIDING THE RIGHTMOVE PASSPORT PRODUCT

- 8.1 The Rightmove Passport product is free to use.
- 8.2 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.
- 8.3 You will be able to use a Rightmove Passport at the point we accept your request to use a Rightmove Passport, as set out in clause 4.1. We will continue to provide the Rightmove Passport product until you end the contract as described in clause 8.3 or we end the contract as described in clause 9.
- 8.4 **We are not responsible for delays outside our control.** If our supply of the Rightmove Passport product or any service connected to it is delayed or prevented by an event outside our control then we will use reasonable efforts to let you know and we will take steps to minimise the effect of the delay or non-performance. Provided we do this we will not be liable for delays or non-performance caused by the event, but if there is a risk of substantial delay or significant non-performance you may contact us to end the contract.
- 8.5 We may have to suspend your access to and/or use of a Rightmove Passport:
 - 8.5.1 to deal with technical problems or make minor technical changes;
 - 8.5.2 to update the Rightmove Passport product to reflect changes in relevant laws and regulatory requirements; or

8.5.3 for business, operational, legal or compliance reasons.

9 OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** Without affecting any other right or remedy available to us, we may end the contract for the Rightmove Passport product with immediate effect at any time by writing to you if:

9.1.1 you breach these terms in any way we deem material; or

9.1.2 if you have passed a resolution for your winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), are subject to a petition presented to any court for your winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), are the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or are the subject of a notice to strike off the register at Companies House, or are dissolved or declared bankrupt, or have a receiver, administrator or administrative receiver appointed over all or part of your assets, or enter into an arrangement with your creditors, or are unable to pay your debts within the meaning of section 123 Insolvency Act 1986, or cease to trade or takes or suffer any similar action.

10 CONSEQUENCES OF THIS CONTRACT ENDING

10.1 Termination of this contract shall not affect any rights, obligations or liabilities of either us or you which have accrued before termination or which are intended to continue to have effect beyond the end of this contract. Your entitlement to use a Rightmove Passport or any information contained in a Rightmove Passport shall cease on termination of this contract.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9 we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the Rightmove Passport product.** We may write to you to let you know that we are going to stop providing the Rightmove Passport product. We will use reasonable endeavours to do so.

11 IF THERE IS A PROBLEM WITH THE RIGHTMOVE PASSPORT PRODUCT

11.1 If you have any questions or complaints about the Rightmove Passport product, please contact us. You can telephone the Rightmove Passport Customer Services Team on 01908 712390 between 9am – 5.30pm Monday to Friday or write to us at passport@rightmove.co.uk or at 2 Caldecotte Lake Business Park, Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE.

12 WARRANTIES AND DISCLAIMERS

12.1 **We will use our reasonable care and skill.** We will endeavour to provide the Rightmove Passport product with reasonable care and skill and to ensure that the Rightmove Passport product is substantially as described on the Site and in these terms. We do not guarantee that your use of the Rightmove Passport product will:

12.1.1 be fit for a particular purpose;

12.1.2 be uninterrupted, timely, secure or error-free;

12.1.3 meet your requirements;

- 12.1.4 speed up the process of letting a property or making decisions about the suitability of a particular prospective tenant.
- 12.2 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.
- 13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 13.1 Nothing in these terms shall limit or exclude our liability for:
- 13.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 13.1.2 fraud or fraudulent misrepresentation;
 - 13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
 - 13.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 13.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 13.3 Subject to clause 13.1, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for
- 13.3.1 any loss of profits;
 - 13.3.2 loss of earnings;
 - 13.3.3 loss of sales or business;
 - 13.3.4 loss of or damage to goodwill;
 - 13.3.5 loss of anticipated savings;
 - 13.3.6 increase in bad debt or failure to reduce bad debt;
 - 13.3.7 loss of use or corruption of software, data or information;
 - 13.3.8 or any indirect or consequential loss arising under or in connection with any contract between us;
 - 13.3.9 any inaccuracy, incompleteness or other error in a Rightmove Passport or any information contained in a Rightmove Passport which arises as a result of information provided to us by a Rightmove Passport Holder or any third party;
 - 13.3.10 any failure of the Rightmove Passport product to meet your requirements;
 - 13.3.11 any failure of the Rightmove Passport product to achieve any particular result for you; and/or
 - 13.3.12 loss which you suffer or incur as a result of a claim by any third party (including Rightmove Passport Holders, your clients, regulators and governmental authorities) directly or indirectly related to your use of a Rightmove Passport.
- 13.4 **Our liability to you is capped.** Subject to clause 13.1, 13.2 and 13.3, our total liability to you for all other losses arising under or in connection with any contract between us, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £5,000.

- 13.5 **You indemnify us against loss or damage.** You shall 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) suffered or incurred by us arising out of or in connection with:
- 13.5.1 any breach or negligent performance or non-performance of these terms;
 - 13.5.2 the enforcement of these terms; and/or
 - 13.5.3 a claim by any third party (including Rightmove Passport Holders, your clients, regulators and governmental authorities) directly or indirectly related to your use of a Rightmove Passport.

14 DATA PROTECTION AND CONFIDENTIALITY

- 14.1 This clause sets out the basis under which we or a Rightmove Passport Holder (as the case may be) shares any personal data contained in a Rightmove Passport with you. You will be a data controller in respect of any personal data contained in a Rightmove Passport once it has been shared with you and is within your control ("**Shared Personal Data**"). We remain the data controller of personal data contained in a Rightmove Passport within our control.
- 14.2 We shall both comply with all the obligations imposed on a controller under all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (the "**GDPR**"), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy (the "**Data Protection Legislation**"). Any material breach of the Data Protection Legislation by you shall give grounds to us to terminate this contract with immediate effect.
- 14.3 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.
- 14.4 You shall:
- 14.4.1 process the Shared Personal Data only for the Permitted Purpose;
 - 14.4.2 keep the Shared Personal Data confidential and not disclose or allow access to any Shared Personal Data to anyone other than your employees and, where relevant, your client(s) who owns the property or properties identified in a Rightmove Passport Holder's email or other communication to you ("**Permitted Recipients**");
 - 14.4.3 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 terms;
 - 14.4.4 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.
 - 14.4.5 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.

- 14.5 You shall assist us in complying with all applicable requirements of the Data Protection Legislation.
- 14.6 You shall 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.
- 14.7 You shall 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 Legislation by you, your employees or agents.

15 OTHER IMPORTANT TERMS

- 15.1 We may at any time transfer our rights and obligations under these terms to another organisation. You may not transfer your rights and obligations under these terms to another organisation.
- 15.2 **Nobody else has any rights under this contract.** This contract is between you and us. Except where these terms expressly state otherwise, no individual or legal person shall have any rights to enforce any of its terms.
- 15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.5 Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.