

Search Based Products \_\_\_\_

# Text Content Guide

October 2023



Issue Date: 2nd October 2023

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# Welcome.

This document has been created using the Committee of Advertising Practice (CAP) codes, as well as incorporating appropriate Rightmove guidelines. The document helps You ensure all adverts on site are compliant.

As an advertiser it is Your obligation to comply with the CAP codes.

### **Advertising Code**

All adverts in the UK, including marketing claims made on websites, must adhere to the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing (CAP Codes). The Code is administered by the Advertising Standards Authority (ASA).

The overarching principles of the Code are that adverts must be legal, decent, honest and truthful;

- Advertisers must hold evidence to prove that any claims are capable of objective substantiation;
- Adverts must not mislead by exaggeration, ambiguity or omission;
- Comparative claims with competitors are allowed, but these claims should be verifiable and must not mislead consumers or denigrate a competitor.

Advertisers are encouraged to contact the Committee of Advertising Practice (CAP) Copy Advice Team for prepublication advice. This service is free, confidential and provides expert guidance on how to ensure Your advert adheres to the guidelines.

CAP Copy Advice can be contacted on 020 7492 2100 or www.cap.org.uk

# Amending & Proofing Your Search Based Products

### **Rightmove Design Studio**

#### New Orders (not currently live Our Platforms):

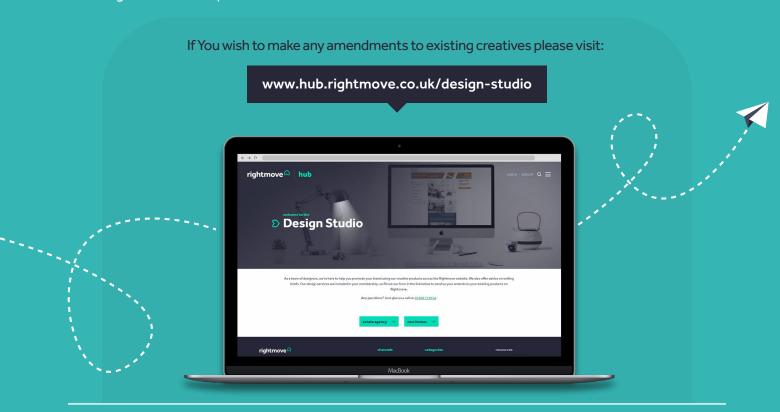
If You would like to request any additional changes after a proof has been supplied to You, these must be received within two working days. If We haven't heard from You after two working days, We will take it that You are happy with the design and send for the Search Based Product(s) to be made live on Our Platforms.

Please note that if Your Core Membership is in the process of being set up, these products will not go live until this has been completed.

#### Amend Request (banner adverts already live on site):

Further amend 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.

When We receive Your amend request, with a complete and clear brief, the Design Studio will create and supply You with a new proof for approval. Once a proof has been supplied, You will have two working days to make additional changes. If We haven't heard from You after two working days, We will take it that You are happy with the design and make the product(s) live on Our Platforms.



#### **Digital Marketing**

To guarantee Your chosen broadcast date, We require complete artwork 3 working days in advance, or if you're providing a template brief please allow 5 working days.

If the proof is approved by 4pm, We can guarantee broadcast the same day. Please note any amendments are subject to a maximum of 3 working days.

The Branch Location or Residential Development must be live on Our Platforms at the time of broadcast.

Please note: Working days are any day other than Saturdays, Sundays or a bank holiday on which legal business can be conducted.

## **Fees & Commission**

The advertising of fees and commissions within Search Based products is permitted if they comply with CAP Codes and The Property Ombudsman Code of Practice and do not reference specific third parties.

#### **VAT**

The CAP Code and The Property Ombudsman Code of Practice requires that quoted prices include non-optional taxes, duties, fees and charges that apply to all or most sellers, buyers, landlords and tenants. Where a fee is expressed as a percentage or as a flat rate, the fee must be advertised inclusive of VAT.

#### Sales example

Percentage sales fees must be adjusted to include the current rate of VAT. Only the fees inclusive of VAT can be shown on Your advert.

E.g. a sales fee of 2.5% + VAT should be advertised as 3% inc VAT. It must state that VAT is included.

Flat-rate sales fees must also be adjusted to include the current rate of VAT

E.g. a sales fee of £495 + VAT must be advertised as £594 inc VAT. It must state that VAT is included and ensure the seller understands that the fee will not vary whatever the sale price.

In the circumstances where a buyer will become liable for Your fees (e.g. Auction, For Sale by Tender), this liability must be communicated at the earliest opportunity within any relevant Search Based products, along with any relevant property details pages. It is worth noting that any fees a buyer will pay may be a chargeable consideration for the property and be included in the calculation for stamp duty liability.



#### **VAT Offers**

If the VAT cost is being absorbed by You, it would be acceptable to state "We will pay the VAT" but the advert will need the following disclaimer: "Reduction equivalent to 20% VAT on original price, VAT is still applicable and will be shown on the invoice."

You may be VAT exempt in the first year of operating. In this case, "No VAT" can be used, but a caveat explaining that You are VAT exempt must be present. Wording such as 'not subject to VAT' or 'VAT not applicable' should be used.

#### No fee and free service offer

Any reference to a 'free' or 'no fee' service must be absolutely clear that no charges are to be expected for the service. Should Your offering of a free or no fee service be linked to any hidden charges, then these should be made clear and should be able to demonstrate that these charges haven't been increased to cover the element that is now advertised as free. However, should this be part of a limited offer or incentive, please refer to the Offers section.

## **Terms & Conditions**

# Text used must be a true representation of the offer or incentive in question.

All offers or incentives that have terms and conditions must have the significant ones, as defined by <u>CAP Code rule 8.17</u>, displayed on the advert. Where the banner advert is significantly limited by space, the less important conditions can be one click away.

"Terms and conditions apply" or "contact us for T&Cs" will not be accepted on its own. If stated that terms and conditions apply then the headline terms of the offer must be included in the advertisement.

Terms and conditions must be legible. For any offer, incentive or discount, You are required to advise on the duration of the promotion within the advert.

For example, stating "£100 cash-back when you sign up with us" is not a true representation of the offer. In reality, the customer will only receive the cash-back if the agent sells the property. The text in this example would need to be more specific - somewhere on the advert a caveat like "cash-back is given upon successful sale of your property" would need to be displayed.

Please supply Us with all relevant terms and conditions when requesting artwork with any offer or incentive.



## **Offers & Incentives**

### Any offer or incentive must be accurately described.

To help promote offers and incentives on Your fees, You can state discounts as a percentage or amount off current fees, any competitions or special promotions. Significant conditions which are defined under CAP <u>Code rule 8.17</u> must be displayed in the initial advert for the promotion, see above terms & conditions section for further information.

- ✓ "For this month only, 33% off our regular fees!" ✓ "40% off fees to sell your home!"
- ✓ "£1000 off fees in March"

  ✓ "Win a chance to sell your home for free"

Please supply Us with all relevant terms and conditions when requesting artwork with any offer or incentive.

Adverts featuring an incentive to "sell your home for free" or similar offers, can only be used subject to Rightmove's approval.

#### **Rent Guarantee**

Advertising Guaranteed rent as part of a full managed service is acceptable. However, we do not permit advertising rent guaranteed insurance as an add-on service. Headline terms of the offer must be included in the advertisement.

### **Yields**

# All references to yield figures will need documentary evidence as substantiation.

This includes "estimated yield," "yields up to," "yields from," and "projected yield."

The ASA view yield claims as being based on a financial investment, where returns are not guaranteed. So, all references to returns, profits or yields need to be made with care and with the appropriate referencing and substantiation. Adverts must avoid implications that the referenced yield will happen, unless it is a guaranteed yield as part of an offer.

If the yield referenced in the advert is not guaranteed, they should be cited as an "estimated yield" or "average yield," along with showing the full calculation on which the yield is based.

For any resale or previously rented properties, the estimate yield can be based on a yield that has been achieved on a similar property type and style within the same postcode area.

For yield claims on properties that have not yet been rented (new builds), it would be acceptable to base those estimated yields on an agent's rental valuation of the property based on their market knowledge.

All evidence must be seen by Rightmove before publication.

**Resale** - a copy of the appropriate sale documents, or a link to the proof of the sold price, and a copy of the rental documents via email is acceptable. All personal details must be removed.

New builds - written agent valuation via email is acceptable.

This would not be accepted on its own and would require substantiation:

#### ★ "Achieve amazing rental yields of 6-7%" ✓ "Achieve an estimated rental yield of 6%\*

\*Based on a similar 3 bed property in MK4. Sold for £120,000, Rental - £600pcm for 12 months  $(£7200 / £120,000 \times 100 = 6\%)$ " (Including all evidence to be sent to us)

Any reference to guaranteed yields will need the following terms and conditions:

- Time period of the guarantee, including start and end date
- Full yield calculation (based on purchase price of £x and rental income of £x)
- The property type (if part of a development)
- When the offer ends

Here are some examples of yield messages that are suitable for adverts without any substantiation:

- "High yield potential on this property"
- "Great yields available"
- "Fantastic yield opportunity"
- "Estimated strong rental returns"

Please note: Yield claims will not be accepted without evidence being sent to Rightmove prior to publication.

### **Awards**

# Any award claim must be clear to the User as to what award has been won including its level (for example second place or silver).

Only current award logos can be displayed (the most recent as issued by the awarding body - within the last 12 months). Older awards may be mentioned in text only and must state the year it was won.

Any claim such as "Award Winning" is automatically accepted as being a current award, therefore claims cannot be made from older awards.

Any text used on Your Rightmove advert must replicate the award given. No further claims can be made from the award.

E.g. Awarded "Best Estate Agent Guide Gold Award Winner (best medium sized agency - North West)"

"Best estate agent in the North West"

✓ "We've won Best Estate Agent Guide Gold Award!"

The consumer must be able to read the text on the award logo on all banner adverts. If they become illegible, written details of the award must be displayed on the advert instead.

If You wish to say "Award Winning" You must have an up-to-date award and You will need to state the level of the award in a caveat, e.g. "ESTAS - Silver – North West 2019"

Multi-award-winning claims may be referred to, however one of the awards must be recent (the most recent as issued by the awarding body). If you wish to avoid overcrowding an advert, it is acceptable to list at least two of the awards in small print with the caveat "Awards include...". If only one award is current, but the others are from past years You may only display the most recent awards logo.

Internally issued awards, for example "Best Branch within the Franchise" type awards, are acceptable but must be specified as being an internal award within the advert.

Please note: You must abide by the terms and conditions of the awarding body regarding the reference to and usage of Your award.



## **Claims**

### Any claims that cannot be substantiated will not be accepted.

To create a competitive, fair and honest level playing field, any claim will require proof, to be sent at the time of the request, with all personal data removed. If there are any concerns over the validity of the data, Rightmove reserves the right to refuse any claim or text supplied for any advert.

If there is uncertainty whether a claim can be used, it will be referred to the Committee of Advertising Practice. If a genuine complaint arises regarding these claims, Rightmove reserves the right to amend the challenged statement or claim.

## **Testimonials/Reviews**

Testimonials must be genuine and include the name of the person who provided the quote and the date it was written. All testimonials need to have been written within the last 6 months and have approval from the person who wrote it to enable You to use in Your Advertisement, unless already published on a review website, where We will assume permission has already been given.



# **Agent/Developer Data**

### Agent data is acceptable, subject to approval.

If You have performed Your own research, this would be acceptable to use, subject to Rightmove approval. The data would need to be sent at the time of Your request (all personal data removed). Any statement must be an accurate depiction of the source data. For all source data, the last date must be no older than 3 months.

The advert must publish the source, sample size, date and location, e.g. "West Estates Survey of 100 people, West Town, 14th January 2021". Use of Your own statistics and figures is acceptable, but dates, locations and other relevant source information must be stated.

# **Third Party Data**

# Third party data is acceptable subject to approval by Rightmove and dependent on the terms of the data supplier.

If Rightmove have any concerns regarding the validity of the data, We reserve the right at our sole discretion, to refuse any claim or text supplied for use in an advert. For all source data, the last date must be no older than 3 months.

Please see Appendix 1 for further information on third party data suppliers.

## **Review Websites**

### Referencing Review websites is permitted.

The advert can only reference the facts detailed on a review website and not make further claims from it. Specific reference should be made within the advert to the volume of reviews, date range (month and year), actual rating given and the source of this data.

The reviews can only be advertised on the branch that is being reviewed and not spread across other branches.

For example, headline-" We have 5 Star Reviews!\*"

Detail- "\*Based on a 5-star rating, from 300 reviews, July 2020 to November 2020, reviews.co.uk".

Please note: You must abide by the terms and conditions of the review website regarding reference of usage.

# **Rightmove Data**

Standard Rightmove data (emails, properties, product uplift, product testimonials) is acceptable. In-depth lead analysis too, but with a caveat.

Standard Rightmove data, for example, "exposure" or "number of emails received in a month" from Rightmove is acceptable on adverts, if the periods for the data collected are displayed and are within the last 6 months.

You may use data from Your in-depth lead analysis, but the advert must display the following caveat, with the relevant dates and responses received:

"From an email survey carried out by Rightmove between 1st May 2020 and 17th September 2020. The results are from the 28 responses received to the survey."

# RightmovePlus Data

RightmovePlus data can no longer be used within Your Rightmove advertising or to back up any comparative claims.

# **Comparative Data**

Claims such as "Leading", "Number 1" and "Premier" are usually considered objective 'best-selling' claims by the ASA, so they need to be backed up by reliable sales data. The ASA also views them as objective comparisons with competitors, and all adverts including objective comparisons need to include a 'signpost' that points consumers to an accessible public resource where they can check the basis of the claim. For more information about verifiability please see <a href="here">here</a>.

If comparisons are based on private data, which members of the public can't easily check, they are likely to be considered a problem.

## **Affiliations**

Affiliation logos are permitted on Your creative, for example SafeAgent, The Property Ombudsman and ARLA Propertymark, providing You are a current member of that scheme and are using the correct, up-to-date logo.

Should You display an affiliation logo where You are not a member, then this is a breach of Your Consumer Protection Regulations responsibilities.

Please note: We, at Our sole discretion, reserve the right to refuse any mention or logo of an affiliation if they are deemed by Us to be inappropriate, such as mention of Our competitors or schemes that are not recognised or relevant.

# **Referencing Competitors (Denigration)**

# Statements must not reflect badly on any industry, competitor, affiliation or individual.

Messages that reflect poorly on the estate agency, lettings and/or new homes industry and the conduct of the professionals who serve it are not allowed. Rightmove is supportive of the property industry. Whilst it is a competitive environment, Rightmove does its best to uphold the credibility and integrity of the industry and the professionals within it and not work against them.

Please note: Any text deemed derogatory towards either Channel will be removed at Our sole discretion.

# **Third Party Creative Resource**

# To use resources based on creatives from a third party you must have purchased the license to allow You to use it in Your marketing.

PDFs and other formats where "proof" or another watermark is over the creative cannot be accepted. If You do supply a PDF document as a resource, please make sure it is not password protected, if it is please supply the password or the original editable files for Us to make changes (files include PSD, AI, EPS). We cannot plagiarise artwork from a third-party template/design You have not purchased.

### **Fonts**

### You can specify a font to use within Your artwork, if We have the license.

We have a provider of fully licensed fonts to use within Your creative. If You would like to use a specific font that We do not have, We will either match the font as closely as possible with a different one or ask You to provide the font file and license for us to use on Your artwork.

Where We use our own font for Your advertisment, if You wish to use the same font elsewhere You will need to obtain and purchase the appropriate license directly from the font provider.



### **Links & Content**

# Links that reflect poorly on Rightmove or the property industry are not acceptable for use.

Rightmove will not link or display any URL to any website that:

- Is not relevant to the customer's membership
- We, at Our sole discretion, believe contains offending information
- Is hosted by competitor websites

### **Links within Agent Microsites:**

Displaying website addresses or including links within the text of the Agent Microsite is not allowed, as the use of these will contravene section 21 of the Agent and Developer Technical Guidelines, which states:

We retain the right to edit, suppress, remove or amend any links or similar to third party sites, documents or associated data if, in Our opinion, the operation of such links will adversely affect in any way the performance of Our Platforms or the user experience of using Our Platforms.

Displaying website addresses in the Agent Microsite header, tab promotional advert and mid-page advert is allowed as these are not active links that will click through to the URL specified. Featured agent /developer, Local Homepage and Homepage for Mobile must not display a website address in the advert as these have active links that click through to the URL.

# Rightmove Created Artwork

### Use of Rightmove created artwork is not permitted off-site.

Artwork created by Rightmove cannot be used off-site, therefore We are unable to supply original working files to You. As the Search Based Products We create are for screen only (lower resolution), it is not a suitable resolution for printing. We are not able to supply high resolution versions of Your Search Based Products.

We will keep Your Search Based Products on file for a maximum of 2 years from the date the adverts were created.

# Rightmove Logo use within Search Based Products

Use of the Rightmove logo within agent banner adverts is not permitted.

Rightmove cannot be seen to endorse or promote any specific agent/developer advert by including



# Use of Agent/Developer Logo within Search Based Products

### Most Rightmove banner adverts must contain Your logo.

This is to ensure that our Search Based Products are not misleading towards Your customers. Only the Microsite midpage advert and tab promotional adverts can be displayed without a logo as they are within Your branded Microsite.



# **Help to Buy Scheme**

# Both the Home Builders Federation and Help to Buy logos must be included on Your Search Based Products.

If You are a member of the Home Builder Federation (HBF) it is mandatory to include the HBF award logo in all marketing, which includes Help to Buy.

Always use the Help to Buy 'Backed by HM Government' logo (as per the current scheme logo). Always include the Home Builders Federation (HBF) star rating You have been given.

On banner adverts with limited space such as the Featured Developer mobile, the message needs to be changed to a generic one, as 3 logos will not fit in this space, example below.







# **Appendix 1: Third Party Data**

#### **All Agents**

Use of All Agents awards, and review ratings are permitted within Rightmove Search Based Products. These advertisements must adhere to the <u>Awards</u> and <u>Reviews</u> sections in this guide. You are not permitted to link Your Featured Agent, Local Homepage or Homepage for Mobile to the All Agents site, and the use of any All Agents data to back up a claim is not allowed (except review ratings reproduced from the All Agents website).

### **CrossRail and Transport for London maps**

CrossRail maps are not permitted to be used in any piece of artwork. The creative agency who handle all licensing for Transport for London (TFL) and CrossRail maps have stated:

### Maps cannot be used because the routes are subject to change.

As such, the CrossRail map is not available for use in the public domain. TFL maps can only be used on a creative if they have the correct license. For further information please speak with TFL. www.tfl.gov.uk

#### **Land Registry Data**

You can use Land Registry data to substantiate non-comparative claims such as "We have sold 35% of properties in the [area]", but a caveat referencing the source data must be on the advert. For all other requests, We will investigate on an individual basis.

#### **Competitor Data**

Any reference to competitor data within any banner adverts on Rightmove is not allowed. Some examples are Zoopla, Prime Location and On The Market.

#### **Photos containing Competitor Logos**

If We are sent a photo to use within Your Advertisement that contains a competitor's logo, We will either try to remove it or ask for a new image to be supplied.

#### **Get Agent, Twenty Cl and Homeviews**

Use of Get Agent, Twenty CI and Homeviews data is not permitted within Rightmove Search Based Products, as we do not have a contract with them to allow use of Rightmove data.

# **Appendix 2: Unusable Statements**

What follows are examples of some of the unusable statements We have encountered:

- **x** "Leading the way"
- **\*** "Leading where others follow"
- "Leading Estate Agents"
- **\*** "The Premier Agent"
- "Unrivalled Service / knowledge"
- "Unbeatable fees / offers"
- "Top selling agent in [area]"
- **\*** "Why rent when you can buy"
- **X** "A newly-built home is more efficient than an older home"
- "Do not waste time renting"
- **\*** "The best agent in [area]"
- "Do not fall into the rental / DIY trap"
- "Don't pay costly estate agent fees" (we can accept "no estate fees to pay" when advertising a part exchange scheme).
- **Champions of [area]" (if not substantiated with an up-to-date 1st place award)**
- **\*** "Don't use corporate or online agents".

Please note: We are unable to accept these statements as You would need access to Your competitor's data to substantiate them.

To use Land Registry data You would need to have sold 51% of properties in your area or more. We cannot accept web portal data for substantiation.

# Text Content Key Points.

#### **Fees**

All fees, percentage or actual, must be inclusive stating '\*including VAT' or 'inc VAT'.

### **Terms & Conditions**

All offers or incentives that have terms and conditions must have the significant ones, as defined by CAP <u>Code rule 8.17</u> displayed on the advert.

"Terms and Conditions Apply" or "contact us for T&Cs" will not be accepted.

Please supply us with all relevant terms and conditions when requesting artwork with any offer or incentive.

### Offers & Incentives

You can state discounts as a percentage or amount off current fees, any competitions or special promotions. Significant conditions which are defined under <u>CAP Code rule 8.17</u> must be displayed in the initial advert for the promotion.

#### **VAT Offers**

If the VAT cost is being absorbed by You, it is acceptable to state "We will pay the VAT" but the advert will need the following disclaimer: "Reduction equivalent to 20% VAT on original price, VAT is still applicable and will be shown on the invoice."

You may be VAT exempt in the first year of operating. In this case, "No VAT" can be used, but a caveat explaining why You are VAT exempt must be present. Wording such as 'not subject to VAT' or 'VAT not applicable' should be used.

#### **Awards**

- Only current award logos can be displayed (won within the last 12 months)
- Claims like 'Award Winning' cannot be made from older awards
- No further claims can be made from what has actually been awarded
- Need to state the level of the award gold, silver, bronze. This can be in a caveat
- All award logos must be fully legible on all banner adverts. If it is illegible, it can be written in text

#### **Claims**

Any objective claims that cannot be substantiated will not be accepted.

All claims require the substantiation needed to be sent with the design brief - any personal data must be removed.

All adverts including objective comparisons need to include a 'signpost' that points consumers to an accessible public resource where they can check the basis of the claim. For more information about verifiability please see <a href="here">here</a>.

#### **Testimonials/Reviews**

We need approval from the reviewer to use their review in advertising. Reviews must be from the last 6 months and need to include the name and date of the reviewer on Your Advertisement.

#### **Review Websites**

Only reference the facts detailed on the review website.

We need to include a caveat that includes the actual rating, amount of reviews, date range (month and year), source of the data. e.g. "We have 5-star reviews!" "\*Based on 5 star, 320 reviews, July 2019-Oct 2020, reviews.co.uk"

### **Rightmove Created Artwork**

Artwork created by Rightmove cannot be used off-site.

For more detailed information, please refer to the full <u>Text Content Guide</u>

