

Display Products

# The Text Content Guide



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# Welcome.

This document has been created using the Committee of Advertising Practice (CAP) codes, as well as incorporating some Rightmove guidelines. The document has been split into sections which covers all areas to ensure 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 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](http://www.cap.org.uk)**

Please note: Rightmove reserves the right to refuse any claim or text supplied for any advert.

# Amending and Proofing your Adverts

## Rightmove Design Studio

**New Orders:** If you would like to request any additional changes after a proof has been supplied to you, these must be received within two full working days. If nothing is heard after two full working days we will take it that you are happy with the design and make the product(s) live on the Rightmove.

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.

**Currently Live:** Once your creative(s) are live on site, you are limited to one amend request per calendar month.

If you wish to make any amend requests, please let your Account Manager know, or email [AmendMyDesign@rightmove.co.uk](mailto:AmendMyDesign@rightmove.co.uk).

Upon receipt of an amend request, with a complete and clear brief, the Design Studio will create and supply you with a new proof for approval within four to six full working days. Once a proof has been supplied, you will have two full working days to make additional changes. If nothing is heard after two full working days we will take it that you are happy with the design and make the product(s) live on the Rightmove.

## Digital Marketing

Supplied and fully working HTML creative should be received three full working days prior to broadcast for a guaranteed send on the scheduled day. Failure in any previously mentioned aspects may result in the email campaign being delayed.

If Rightmove are to produce a design, an initial proof will be supplied within five full working days of receiving the full assets required (text, images, branding materials). Amendments will be completed within three full working days of each notification thereafter.

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

# Fees and Commission

The advertising of Fees and Commissions within Display Adverts is permitted as long as they comply with CAP Codes and the TPO Code of Practice and do not reference specific third parties.

## VAT

The CAP Code and TPO 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 should be advertised inclusive of VAT.

### Sales example

Percentage sales fees should be adjusted to include the current rate of VAT 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 should also be adjusted to include the current rate of VAT e.g. a sales fee of £495 + VAT should 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 Display adverts, 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.

### Lettings example

All tenant and landlord fees should be advertised inclusive of the current rate of VAT e.g. a tenant reference fee of £200 + VAT should be advertised as £240 inc VAT. Alongside a statement confirming that VAT is included.

### VAT offers

If the VAT cost is being absorbed by you. It would therefore 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 why you are VAT exempt must be present.

### No fee and Free service offering.

Any reference to a 'free' or 'no fee' service must be that absolutely 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. Should this however be part of a limited offer or incentive please refer to the guidelines below.

### Free service example

You are offering 'free letting agency services' but you will be charging a £500 administration charge then it is not a free service.

Please note: When advertising properties for rent, you must display such Tenant Fee information as required by the ASA ruling of the 6th March 2013 regarding Tenant Fee disclosure.

# Offers, Incentives and Yields

## 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. Some terms and conditions must be displayed, see below [Terms and 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"

Adverts featuring an incentive to "sell your home for free" or similar offers, can only be used subject to Rightmove approval. It is recommended that adverts contain one of the following statements:

- ✓ "Sell your home for free"
- ✓ "No fee"

## 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 definitely 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 to as an "Estimated yield" or "Average yield", along with showing the full calculation that the yield is based on.

For resale and properties that have previously been rented out, 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 agents rental valuation of the property based on their market knowledge.

All evidence must be held 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.

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%"

Try this instead:

✓ "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 x 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 broadcast.

## Terms and Conditions

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

All offers or incentives that have terms & conditions MUST displayed on the advert or be one click away (with small print to say "Click here for T&Cs"). "Terms & Conditions Apply", or "contact us for T&Cs" is not enough.

Terms & Conditions MUST be legible. For any offer, incentive or discount, it is recommended that you advise on a time limit for the promotion within the advert.

An example of this, 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 & Conditions when requesting artwork with any offer or incentive.

## Affiliations

### Affiliation logos are permitted on your creative, for example NALS, The Property Ombudsman and ARLA, providing you are a current member of that scheme and are using the correct, up-to-date logo.

Please note that should you display an affiliation logo where you are not a member, then this is a breach of your CPR responsibilities.

#### OFT Approved Code Scheme.

The OFT approved logo is no longer valid to be used on site. Unfortunately the scheme has now ended, as per their announcement on their website:

*"From April 2013, under changes to the consumer landscape protection regime, introduced by Government, the OFT is no longer responsible for approving consumer facing codes of practice. The Trading Standards Institute (TSI) is now operating a successor scheme to the Consumer Codes Approval Scheme".*

If you were a previous member of the OFT Approved Code scheme, it does not automatically ensure you are also entitled to the TSI Consumer Codes Approval Scheme.

Please note: Rightmove reserve the right to refuse any mention or logo of an affiliation if they deem inappropriate.

## Awards and Surveys

### 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). 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.

The consumer must be able to read the text on the award logo. Details of the award must be displayed on the creative.

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. "The Times - Silver - Best Small Midlands "Lettings Agency of the Year 2016".

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.

Once an award is no longer considered current you will be contacted to arrange an amendment of your advert.

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 governing award body in regards to reference of usage of your award.

### Surveys

The results of a survey and any ratings/awards in which multiple agents or developers can obtain an equal rating/award should not be promoted as a unique award, and can only be used by the immediate agent/developer involved in the survey.

## Claims and Testimonials

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

You are restricted in what you can say in adverts as governed by the Advertising Standards Authority and Trading Standards.

To create a competitive, fair and honest level playing field, any claim will require proof. 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 CAP. If a genuine complaint arises regarding these claims, Rightmove reserve the right to amend the challenged statement or claim.

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

- ✓ "We have a huge selection of properties!"
- ✓ "Make use of our expertise, speak to one of our many staff!"
- ✓ "Highly competitive rates"
- ✓ "Find a property where YOU want to live - we cover [areas]"
- ✓ "Many properties, years of experience..."
- ✓ "We look to help you sell or let your property fast!"
- ✓ "We specialise in the [town] area"
- ✓ "In March [year], we sold XX number of houses in the [town] area"

It is important to back up anything that you wish to say, as specific facts make for more effective messages than just opinion. Any message based on fact is more likely to stand up to any investigation by the ASA or Trading Standards, should someone take issue with a claim. Claims based purely on opinion or supposition are more likely to be ordered to be amended or taken off the site.

Claims must be relevant to the search and your own services as an agent or developer.

Please note: Rightmove reserves the right to refuse any claim or text supplied for any advert, also the right to amend any challenged statement or claim.

### Testimonials

A testimonial 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 12 months.

## 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 advert must disclose the source, sample size, date and location, e.g. "West Estates Survey of 100 people, West Town, 14th October 2014". Use of your own statistics and figures is acceptable, but dates, locations and other relevant source information must be stated.

Any statement must be an accurate representation of the source data.

All source data needs to be from within the last 12 months.

## Third Party Data

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

Any concerns over the validity of the data, Rightmove reserve the right to refuse any claim or text supplied for use in an advert. All source data needs to be from within the last 12 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 the 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.

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

Detail- "\*Based on a 5 star rating, from 300 reviews, July 2013 to November 2016, reviews.co.uk".

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

## Third Party Creative Resource

### To use resource 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 resource, please make sure it is not password protected, if it is please supply the password. We cannot plagiarise artwork from a third party template/design you have not purchased.

## Rightmove Data

**Standard Rightmove data (emails, properties, CTR, product uplift, product testimonials) is acceptable, In-depth Lead Analysis too, but with a caveat.**

Standard Rightmove data, for example, "click-through rates", "number of emails received in a month" from Rightmove are acceptable on adverts, as long as the periods for the data collected are displayed & are recent.

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 2015 and 17th September 2015. The results are from the 28 responses received to the survey."

## Rightmove Intel (RMintel) Data

**RMintel data can be used in Local Homepage, Microsite Tab Promotional banners & eLeaflets using specific templated designs.**

Rightmove have created Local Homepage, Agent Microsite Tab Promotional banners and eLeaflet templates for both Available Stock and New Listings performance indicators on RMintel (Resale and Lettings). RMintel data can only be used on templated designs and where the agent is 1st. Any banner or eLeaflet must be based on a minimum of the most recent 3 months' worth of Intel Market Share data. For Local Homepages, the area covered by the data must relate to the search-term of the banner. Agents who wish to use the RMintel templates can only state the facts of the report and not make further claims, such as "No.1 Agent", "Leading Agent" or "Best Agent".

We cannot display results based on the Sale or Let Agreed statistics on any product.

RMintel data is not available on Featured Agent, Mobile Homepage, Property Alert Sponsors, Microsite Headers or Mid-Page Adverts. Only Local Homepages, Tab Promotional banners and eLeaflets can utilise RMintel data.

## 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 is 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. For example, "Go with West Estates as East Estates are terrible" is not acceptable.

Please note: Any text deemed derogatory towards the Lettings/Sales channel can be removed at Rightmove discretion

## Links and 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;
- Contains links to any of the above;
- 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 23 of the Rightmove Technical Guidelines, which states.

*22. 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 Local Homepage, Homepage for Mobile, Featured Agent / Developer Adverts and 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, except for Featured Agent.

## Rightmove Created Artwork

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

Artwork created by Rightmove cannot be used off-site for legal reasons. We cannot supply original working files, and we cannot supply high resolution versions of your artwork as it is designed to be used on-screen only, therefore is not created at a suitable resolution for printing.

## Rightmove Logo use within Display Products

**Use of the Rightmove logo within agent Display Products is not permitted.**

Rightmove cannot be seen to endorse or promote any specific agent/developer advert by including the Rightmove logo on the Display Products.

# Appendix 1: Third Party Data

## For Sale Sign Analysis

For Sale Sign Analysis (FSSA) data can be used in Local Homepage adverts, Featured Agent Adverts and on Tab Promotional adverts within an Agent Microsite only, using a template that has been specifically designed to include all necessary data. This will require approval from FSSA and the relevant licence to do so, and will be subject to FSSA terms and conditions. FSSA adverts are currently not available to use on any other Display Product.

## Vizzihome (ZooplaPro)

You cannot use Vizzihome (now ZooplaPro) data within your adverts or to back up any claims due to them foremostly being a competitor but also due to their original Vizzihomes terms and conditions regarding the use of their data, as stated below:

*3.1.3 for marketing or advertising purposes You may only make use of the Top Agent Certificate (Most For Sale / To Let Certificate and Most SSTC / Let Certificate) available on the Website ('TAC'); The certificates, must be used in their entirety and must not be adulterated in anyway. Nor may you use accompanying extracts or sound bites that make direct reference to the certificate or Vizzihome data.*

## All Agents

Use of All Agents awards and review ratings are permitted within Rightmove Display Products. These advertisements must adhere to the Awards and Reviews sections in this guide. You are not permitted to link your Featured Agent 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:

*"The reason the map is not available for licensing is because the design of the map is in a transitional period and also I've been told that the route might also 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](http://www.tfl.gov.uk)

## Land Registry data

Land Registry data cannot be accepted as substantiation for "We sell more properties" and "Top Seller" type claims unless you have sold more than 51% of properties in said area, because of the anonymous nature of the 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 must be used as substantiation.

## Competitor Data

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

## Savvy Agent

You cannot use Savvy Agent data within your adverts or to back up any claims due to their terms and conditions regarding the use of their data, as stated below:

*6.6.e You may use Savvyagent and any printed reports, for your own research, study or other uses that do not infringe upon the copyright of Savvyagent and our licensor's. You may not publish or reproduce any part of the data or work derived from the data without our specific written permission. Such permission will either be clearly stated on Savvyagent or may be requested by post or email.*

# Appendix 2: Unusable Statements

## What follows are examples of some of the unusable statements we have encountered.

- ✗ "Leading the way"
- ✗ "Leading where others follow"
- ✗ "Leading Estate Agents"
- ✗ "We are the Number 1 agent"
- ✗ "The Premier Agent"
- ✗ "Unrivalled Service / knowledge"
- ✗ "Unbeatable fees / offers"
- ✗ "Top selling agent in [area]"
- ✗ "More sales"
- ✗ "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)

Please note: We are unable to accept these statements as you would need access to your competitors 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.



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find your happy