

## RIGHTMOVE TELEPHONE RECORDING TERMS AND CONDITIONS

By applying for the telephone recording services detailed in Your telephone recording form ("Form"), You acknowledge and confirm that the provision of those services are subject to the Rightmove Group Limited ("Rightmove") [General Membership Terms and Conditions](#) (the "Existing Terms"), as well as the terms set out in this Form. Any capitalised terms shall have the meaning given to them in the Existing Terms.

1. Rightmove will:
  - 1.1. use its reasonable endeavours to record all phone calls made to You via the Rightmove Geographical Number (the "Recordings");
  - 1.2. use its reasonable endeavours to give You access to the Recordings via the lead reports in the Rightmove member area on our website; and
  - 1.3. use its reasonable endeavours to give You access to the Recordings for up to 90 days after the phone call has been recorded. Rightmove will also provide You with the functionality to download the Recordings, (together the "Services").
2. Rightmove reserves the right to cancel the provision of these Services only in accordance with clause 10.2 of the Existing Terms or charge You for the provision of the Services by giving You at least 30 days' written notice.
3. Rightmove may also suspend the Services where our telecommunications provider suspends the Services. This may include where (a) the telecommunications carriers or providers serve notice of contract termination, in which event Rightmove shall give to You the maximum period of notice of termination practicable in the circumstances; (b) the telecommunications carriers or provider are directed by Ofcom or other competent authority (whether directly or indirectly), to cease to facilitate or allow the provision of the communications systems and/or the Services; (c) the telecommunications carriers or providers are required to carry out emergency maintenance, planned maintenance or repairs. Rightmove reserves the right to immediately suspend access to the Services if it has reason to suspect fraud or deception (including fraudulent generation of traffic from any source to any Services) has occurred or is likely to occur in future. Rightmove reserves the right to store and listen to the Recordings regardless of Your access rights. Rightmove will only do so for quality, training and monitoring purposes.
4. You:
  - 4.1. will, without limitation, notify staff that their calls may be recorded and monitored for quality, training and monitoring purposes or otherwise in accordance with Your internally agreed data protection policy. You will also advise Your staff that the content of these phone conversations may be disclosed to Rightmove from time to time for quality, training and monitoring purposes;
  - 4.2. agree that Rightmove can provide your employees, agents, officers and directors with access to listen to the Recordings; and
  - 4.3. warrant, represent and undertake that You will comply with the terms of any agreement relating to the provision of geographical numbers by third parties and will pay all amounts due to such third parties under the terms of those agreements.
5. Each Rightmove Geographical Number must be retained by You for a minimum period of 30 days.
6. Rightmove's liability to You shall be limited in accordance with the Existing Terms.
7. Notwithstanding clause 6, Rightmove shall not be liable to You for any:
  - 7.1. costs, damages, penalties, fines or other losses arising as a result of Rightmove's access to the Recordings where You have not correctly complied with Your obligations set out in Your Form or relevant legislation concerning how such Recordings will be utilised; and
  - 7.2. call charges, line rental or other costs associated with any agreement between You and a third party relating to the use of the Rightmove Geographic Number, including (for the avoidance of doubt) any costs or liabilities associated with or arising out of Your termination or wrongful termination of that agreement.
8. Rightmove will not be liable for the acts or omissions of any third parties that You engage who have not correctly complied with the relevant legislation surrounding how the Recordings are utilised.
9. The Recordings will only be available whilst You are a Rightmove Member and Your account is free from debt to Rightmove.

10. You are only granted access to the Recordings for quality, training and monitoring purposes as permitted by law. You are prohibited from and undertake not to disclose the content of the Recordings to any third party without Rightmove's prior written consent. Rightmove may disclose the content of Recordings where required to do so by law, court order or at the request of a regulatory authority.
11. The ability to make calls to the emergency services numbers 999 or 112 may be adversely affected in cases where You or Your staff attempt to use any of the Services including the telecommunications system to make outbound calls over the internet. The emergency services may not receive accurate information on the location of the callers, or calls may fail due to power or internet connection failures. Rightmove and its telecommunication provider(s) cannot accept any liability for the failure of such calls and You should therefore ensure that all users are aware of these limitations and have alternative means of accessing these services.
12. In accordance with the Payment Card Industry Data Security Standard (PCI DSS), during these recorded calls you must not take any credit or debit card payment details from the caller. If payment details need to be taken, please do this via other means in accordance to PCI DSS. If you do accidentally take credit or debit card details then you must inform [dpo@rightmove.co.uk](mailto:dpo@rightmove.co.uk) as soon as is practically possible and no later than 2 working days, We can arrange for the call recording to be deleted.
13. You shall indemnify and keep indemnified Rightmove against all losses, costs, damages, claims and expenses (including reasonable legal costs) arising from or connected to any breach by You of these Terms and Conditions. You further agree that a breach by you of these Terms and Conditions shall constitute a breach of the Existing Terms.