



RIGHTMOVE PRODUCT GUIDELINES

Commercial

DEFINITIONS

“Additional Products” means the additional Services which You can purchase on top of your Core Membership.

“Core Membership” means the basic services to which You are entitled in return for your Core Membership fee.

“Product Request Form” means the form You complete when committing to purchase Additional Products. This Form details the Additional Products to be taken, the rates that are applicable for those Additional Products the minimum contract length for those Additional Products.

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 the Product Guidelines and the Rightmove General Membership Terms and Conditions, the Rightmove General Membership Terms and Conditions prevail.
3. By applying for the Rightmove Additional Products detailed on the Product Request Form(s) You acknowledge and confirm that:
 - 3.1. Your Membership shall be subject to both our current General Membership Terms and Conditions, as well as the current Product Guidelines;
 - 3.2. You will comply with all obligations contained in the Product Guidelines that apply to the Product that you have purchased; and
 - 3.3. If in Our opinion You breach these Product guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product for the remainder of the contract term.
4. Product purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10.3 and 10.4 of our General Membership Terms and Conditions.
5. If Your Package is terminated by You or Us, you agree to pay the prevailing rate for your Membership and any Additional Products you continue to purchase.

PRODUCT GUIDELINES

1. General Product Guidelines - The Property Advertising Suite

- 1.1. The Property Advertising Suite comprises of Elite Advert, Enhanced Advert, and Standard Advert with Branding.
- 1.2. You have the right to nominate any of Your property listings to appear as an Elite Advert, Enhanced Advert or Standing Advert with Branding, provided that:
 - 1.2.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
 - 1.2.2. You or Your Client have received an instruction at Your location to which the Advert is allocated from a third party to sell/let such property or land or alternatively the property is newly built and is being both developed and sold by You or Your Client.
- 1.3. We reserve the right to remove any Adverts which:
 - 1.3.1. Contain property images or text relating to anything other than a property for sale or let, including but not restricted to, images of properties modified to include other text or;
 - 1.3.2. Are not currently available for sale/let.
- 1.4. The minimum standard contract period per Advert is three full calendar months after which the Advert will continue to be purchased by You on a rolling monthly basis until You provide at least 30 days' notice to terminate at the end of the subsequent calendar month. Unless you have purchased a pre-paid Advert which will continue for a fixed term as detailed on your membership form and payment for which, is in advance. These Adverts can be removed prior to the end of the fixed term by giving 5 working days' notice or be renewed for a further fixed term. No part refund will be offered for a fixed term advert if it has been removed before the end of its term.
- 1.5. We reserve the right to charge any initial "part month" periods on a pro-rata basis to the full calendar monthly cost

2. Elite Advert

- 2.1. Property displayed as an Elite Advert listing ("Elite Advert") will appear above Standard Adverts with Branding and Enhanced Adverts within the Commercial Channel search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Elite Advert will appear.

3. Enhanced Advert

Property displayed as an Enhanced Advert listing ("Enhanced Advert") will appear above Standard Adverts with Branding within the Commercial Channel search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Enhanced Advert will appear.

4. Standard Advert with Branding

- 4.1 Branding is where We will apply a single brand logo to Your relevant property listing displayed on Our Website.

5. General Product Guidelines - Search Based Products

- 5.1. Search Based Products ("Search Based Products") means the Local Homepage and Commercial Search Sponsor products.
- 5.2. "Your Advertisement" means any image, text, website link or other material provided by You which We display or embed in any page of Our Website as part of any Search Based Product.
- 5.3. You warrant that You have good title to Your Advertisement and that Your Advertisement complies with any content standard as required by the Core Terms, is accurate and relevant; is of a professional and inoffensive nature; could not be considered misleading; complies with any recognised industry best practice; is to the best of Your knowledge free from known viruses, disabling programs and devices; is not in breach of any obligations of confidentiality or privacy; does not include specific comparisons with third parties who We perceive to be competitors of You or Your Client, or any other information that is specifically excluded by these Conditions or that We deem to be inappropriate to Your Membership.
- 5.4. You warrant that when reproduced or published by Us, Your Advertisement will not; breach any contract; fail to comply with any applicable law or regulation; infringe any copyright, trade mark, intellectual property or any other personal or proprietary right of any person, firm or corporate entity; render Us liable to any claim whatsoever; and that You will indemnify Us against any resulting third party claim, legal action or penalty should Your Advertisement not meet these Conditions.
- 5.5. You agree that, where Your Advertisement includes any form of promotion or offer from You, the following text (or such alternative text which We approve in writing before it is used) will appear within the advertisement – "Conditions Apply – Contact agent for details" and the text will appear in a format that We in Our sole discretion decide will be legible to a User viewing the Advertisement. We reserve the right to suitably amend any advertisement copy or layout which You submit to Us for publication to ensure that it complies with this condition.

- 5.6. You warrant that, where Your Advertisement includes any form of promotion or offer, You are able to provide on demand to a User of Our Website any terms and conditions which govern or apply to that promotion or offer.
- 5.7. We reserve the right to remove any Advertisement which, in Our opinion, is in breach of these Terms or of Our Brand Guidelines or E-Marketing Best Practice Guidelines.
- 5.8. Your Advertisement will appear on such pages as We may in Our sole discretion provide to Users where in Our sole discretion Your Advertisement is eligible to be displayed.
- 5.9. You acknowledge that the visibility of Your Advertisement on the page will be dependent on the technical configuration of the User's computer, and We do not warrant that Your Advertisement will be visible to all Users.
- 5.10. We reserve the absolute right in Our sole discretion to:
 - 5.10.1. Refuse to approve and display any particular designs of Advertisement; and/or;
 - 5.10.2. Restrict the display of images, emblems and logos; and/or;
 - 5.10.3. Refuse to approve and display any particular designs of Advertisement; and/or;
 - 5.10.4. Remove a logo or image from Your Advertisement if the applied logo or image is not a unique trading style of Your business or if You cannot prove to Our reasonable satisfaction that You have the right to display a logo or image which does not belong to You; and/or;
 - 5.10.5. Create and apply guidelines that may restrict the content of Advertisements and prevent advertising for certain services.
- 5.11. If You ask Us to change any images, text, link or other details of Your Advertisement We reserve the right to limit such changes to one per calendar month for each Advertisement.

We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Search-Based Product without prior notice. In the event that the product is withdrawn or suspended by Us, We will refund to You on a strictly pro-rata basis such proportion of any payment which You have already made in respect of the Search-Based Product, by reference to the time period during which the product was no longer made available to You by Us.
- 5.12. Proof of advert will be sent to the email address supplied two full working days prior to going live on site. We reserve the right to make the Advertisement (s) live if We do not hear from You within those two working days.

6. Local Homepage

- 6.1 Product description:
 - 6.1.1 The Local Homepage Product ("Local Homepage") is the display of Your Advertisement on the search criteria page of the Sales or Lettings channels of Our Website for the search terms purchased as outlined on the Service/Product Request Form.
- 6.2 .The standard term is for a minimum period of 1 full calendar month for each selected term and/or postcode as selected on the Service/Product Request Form. The product will continue to be purchased by You on a rolling calendar monthly basis until You provide at least one month's notice to terminate at the end of the subsequent calendar month.
- 6.3 Any initial "part month" periods will be charged pro-rata to the full calendar month cost unless the product or service is provided free of charge during that period.
- 6.4 For monthly contracts, after the initial contract term has ended, the contract will continue on a 1 month rolling contract until cancellation is received. For cancellation one full calendar month is required.
- 6.5 Product usage constraints:
 - 6.5.1 Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.
 - 6.5.2 Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

7 Commercial Search Sponsor

- 7.1 The Commercial Search Sponsor Product ("Search Sponsor") is the display of Your advertisement on the property results page of the Commercial Sales or Lettings channels of Our Website for the search terms purchased as outlined on the Product Request Form.
- 7.2 The standard term is for a minimum period of one full calendar month for each selected term and/or postcode as selected on the Service/Product Request Form. The product will continue to be purchased by You on a rolling calendar monthly basis until You provide at least one month's notice to terminate at the end of the subsequent calendar month.
- 7.3 Any initial "part month" periods will be charged pro-rata to the full calendar month cost unless the product or service is provided free of charge during that period.
- 7.4 For monthly contracts, after the initial contract term has ended, the contract will continue on a one month rolling contract until cancellation is received. For cancellation one full calendar month is required.

- 7.5 Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site
- 7.6 Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

8 Email Campaigns

- 8.1 Email Campaigns comprise of Regional and National Email Campaigns.
- 8.2 Our Email Campaigns will only be broadcast by Us.
- 8.3 and National Email Campaigns give You access to a Rightmove controlled email campaign which will be broadcast by Us to a relevant audience of Our Users interested in a specific region as defined by Us. These campaigns are offered by Us on a strictly first come first served basis.
- 8.4 Where You or Your supplier provides the creative for Your Email Campaign We will send it as received (i.e. without verifying any links or content) unless We have to make any editorial or content changes to conform to Our editorial or technical standards. If We make any significant changes We will send You the revised version as it would be received and ask You to authorise broadcast. We will send you the final email at least two hours prior to broadcast. You should rigorously test **all** the relevant links You require. We will not be responsible for mistakes, faulty, incorrect or missing links once sent. Unless We hear from You, We will deem the creative approved for broadcast.
- 8.5 All html artwork must be emailed to emailcampaigns@rightmove.co.uk no less than 3 working days prior to the agreed broadcast date.
- 8.6 We will endeavour to broadcast Your campaign at the time You prefer, however We reserve the right to vary the broadcast date to accommodate Our other communications and manage the number of emails received from Us by Our Users.
- 8.7 We will only publish Email Campaigns that meet Our technical and editorial standards and We retain editorial control over all communications sent by Us to Our Users.
- 8.8 We reserve the right to refuse Your application for access to Our Email Campaign service. No application for membership of Our Email Campaign services placed by You will be deemed to be accepted by Us until We confirm Your Membership. We are not obliged to accept any application for membership by You nor give You reasons for declining or terminating Your Email Campaign Membership.
- 8.9 We reserve the right to refuse broadcast of an Email Campaign relevant to one or more of Your Properties if the properties have not been continuously advertised on Our Website for at least 30 days in the absence of written notice.
- 8.10 Email addresses that We contact on behalf of Our clients will not be shared with any third party and will only be contacted by Us.

COMPETITION GUIDELINES

You agree to co-operate with Us in order to ensure that any individual vendor who wins a prize in any competition run by Us (a “prize winner”) which includes as part of the prize any of Our Additional Products in relation to a property which You are then marketing on behalf of that prize winner. In particular You agree that in such circumstances We are entitled to specify that the property belonging to the prize winner shall receive any of Additional Products at any time and for such a period of time as We may specify.