

Activation of Telephone Recording

Telephone Recording Consent Form

Company details

Customer/Company name*

Name ("You")

Trading address/

Registered office*

Section 1: Rightmove geographical number

In order to activate recording you require a Rightmove Geographical Number. If you have branches which do not have a Rightmove Geographical Number and require one, please specify them here, or if you'd like us to apply one to all branches, please state "All"*

Section 2: Company access to recordings (This section is for company decision makers only)

If you are happy for us to assign call recording access for all branches within your company network and all associated individual & branch users, please tick this box

Section 3: User access to recordings (If you tick the box in section 2 please move on to section 4)

If you wish call recording access to only be allocated to specific users, please detail the user you wish to have call recording access below.

Email address*	Access*	Branch/Brand name*
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Signed by

Name*

Date*

Position*

For and on behalf of

Customer/company name*

Please tick as appropriate:

Limited company/limited partnership

Sole Trader

Please sign here*

Section 4: Consent

Telephone Recording Terms & Conditions

By applying for the telephone recording services detailed in this telephone recording consent 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.

1. Rightmove will:

1.1.1 use its reasonable endeavours to record all phone calls made to You via the Rightmove Geographical Number (the "Recordings");

1.1.2 use its reasonable endeavours to give You access to the Recordings via "Rightmove for Professionals" (as defined in the Existing Terms); and

1.1.3 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 of the Existing Terms or charge You for the provision of the Services by giving you at least 30 days written notice.

3. Rightmove reserves the right to store and listen to the Recordings regardless of Your access rights.

4. You:

4.1.1 will, without limitation, notify staff that their calls may be recorded and monitored for quality and training purposes or otherwise in accordance with Your internally agreed "Data Policy". You will also advise Your staff that the content of these phone conversations may be disclosed to Rightmove and other third parties from time to time for training and monitoring purposes and obtain Your staff's consent to such disclosure;

4.1.2 agree that Rightmove can provide certain Rightmove for Professionals users with access to listen to the Recordings; and

4.1.3 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:

7.1.1 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 this Form or relevant legislation concerning how such Recordings will be utilised; and

7.1.2 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 accepts no liability from involved parties who have not correctly complied with the relevant legislation surrounding how the Recordings are utilised.

9. The Recordings will only be available if You hold a current membership (as defined in the Existing terms) and Your account is free from debt to Rightmove.

10. You are only granted access to the Recordings for training and monitoring purposes. You are prohibited from and undertake not to disclose the content of the Recordings to any third party without Rightmove's prior written consent.