

Rightmove New Homes Supplementary Terms and Conditions

- These Supplementary Terms and Conditions and the Product Request Form (together comprising the "Additional Terms") form part of the overall Terms and Conditions governing Your Membership of Rightmove.
- By applying for the additional products and services detailed on the Product Request Form You acknowledge and confirm that:
 - Your Membership shall be subject to both the current version of Our Terms and Conditions of Membership (as posted on Our Website) which supersede all previously published conditions of Membership notified to You by Us and these Additional Terms; and;
 - You will comply with all of the obligations contained in these Additional Terms regarding the products which you have selected.
 - If in our opinion You breach these Additional Terms and We take any action to remedy Your breach, You will remain fully liable to pay Us the charges which apply to the selected products for the remainder of the contract term.
- The Definitions contained within the current Terms and Conditions of Membership (as posted on Our Website) will also apply to these Additional Terms.
- Those Terms and Conditions of Membership (as posted on Our website), and the Additional Terms contained herein contain the whole agreement between You and Us relating to Your Membership and together supersede all prior agreements, arrangements and understandings between You and Us relating to Your Membership.
- You agree to indemnify Us against all liability, loss, damage, cost, claim or expense incurred or suffered by Us arising directly or indirectly from any breach by You of Your obligations under this Agreement.
- Other maps displayed by Us on www.aboutmyplace.co.uk for You in accordance with Our specific prior agreement.
- We will display an approved format of digital advertisement on Your behalf within the two relevant areas of digital advertising space contained within the pages.
- The design, content, colour scheme and appearance of the digital advertisements must be agreed by Us with You before they are displayed.
- We reserve the absolute right in Our sole discretion to:
 - Refuse to approve and display any particular designs of digital advertisements; and/or
 - Restrict the display of emblems and logos; and/or
 - Remove a logo or image from an advertisement if the applied logo 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 emblem which does not belong to You; and/or
 - Create and apply guidelines that may restrict the content of digital advertisements and prevent advertising for certain services being contained within digital advertisements; and/or
 - Approve 'click throughs', animations, and any other devices which You may wish to incorporate within the advertisements on the Pages that have the effect of directing a User of www.aboutmyplace.co.uk to another internet pane, page, url, website or any other form of digital content.
- When You purchase from Us and display digital advertising within the Pages where the content has been sourced from a third party or is displayed by You on behalf of a third party, You hereby agree that any such digital advertisements displayed are also subject to these terms and conditions.
- Any agreement which You may enter into with a third party for the supply by You of digital advertisements within the Pages must incorporate the minimum terms of this contract.
- Where at any time a website user utilises any of the search functionality provided by Us within www.aboutmyplace.co.uk, and this results in a map image being displayed by Us, we reserve the right to show alternative advertising images within the relevant areas of digital advertising space on the webpage containing this map image, and You hereby acknowledge that any such alternative advertising images may be paid for and sourced by Us from another advertiser.

The Showcase Product

- You will ensure that an individual property listing will only appear in a single Showcase purchased by You at any time.
- You have the right to nominate any of Your property listings to appear in a Showcase, provided that:
 - Any such properties are currently offered by You as 'for sale' or 'for let' and;
 - You or Your Client have received an instruction at Your location to which the Showcase 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.
- We reserve the right to remove any properties from a Showcase which:
 - 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;
 - Are not currently available for sale/let or;
 - Contain logos which are not a unique trading style of Your business or which do not belong to You; or;
 - In the case of properties being marketed that are newly built homes, contain property details of a substantially similar or identical type to those currently displayed by You in another Showcase; or;
 - Are not displayed in the appropriate showcase for the type of marketing required.
- Property displayed in a Showcase will appear at the top of such search results pages 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 Showcase will appear.
- Where a Showcase has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Showcase may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days that You have chosen to display property within it.

The Premium Display Product

- You will not apply Premium Display to property listings that are currently draft or invisible. You have the right to apply Premium Display to any of Your property listings, provided that:
 - Any such properties are currently offered by You as 'for sale' or 'for let' and;
 - That You or Your Client have received an instruction at one of Your locations to which the Premium Display 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.
- We will format an individual property listing as a Premium Display listing for:
 - A period of 12 months for properties for sale and 2 months for properties to let or;
 - The duration of the property's continuous listing on Our website if less than 12 months for properties to sell and 2 months for properties to let or;
 - The duration of the property's continuous listing on Our website if the property in question is newly built and is being both developed and sold/let by You.
- We reserve the right to remove any Premium Display properties which contain:
 - Property images or text relating to anything other than a property for sale/let, including, but not restricted to, images of properties modified to include other text; or;
 - Properties which are not currently for sale or for let; or;
 - Logos which are not a unique trading style of Your business or which do not belong to You.
- If a property listing formatted in Premium Display is subsequently deleted by You, and is then uploaded again at a later date to Our Website by You, it will not be shown by Us as a Premium Display listing.
- At Our sole discretion, We may notify You of the relevant calendar month(s) during which particular Premium Display listing credits purchased from Us by You are valid for use. Any Premium Display credits purchased by You which are not used within the calendar month(s) in which they are valid will expire and will not be usable. No refunds will be given by Us to You in respect of unused or expired credits.

The Branding Products

Brand Plus

- We will apply a single brand logo to Your relevant property listings displayed on Our website, excluding those property listings placed in Showcase boxes. (Please note that separate charges will apply in respect of properties displayed as 'to let' and properties displayed as 'for sale' when You request the Brand Plus product to be applied to both categories of such properties listed by You).
- We reserve the right to remove a logo from Your property listings if the applied logo is not a unique trading style of Your business or if the logo does not belong to You.
- We reserve the right to review the pricing which is applicable to You if the number of properties which You have listed on Our website changes significantly.
- We reserve the right to charge You separately for the display of a logo on property listings which are not currently available to buy and/or rent.

Image Plus

- The Image Plus product consists of the two separate elements detailed in 20.1 and 20.2 below and described more fully under this clause 20 and clauses 21-29 inclusive below.
 - "Digital Advertising on www.aboutmyplace.co.uk" - You purchase certain digital advertising services which We offer on a website owned by Us called www.aboutmyplace.co.uk
 - "Header and Footer" - We apply a header and a footer to the property detail pages of Your relevant developments and Your development profile pages displayed on Our website.

Digital Advertising on www.aboutmyplace.co.uk

- The product consists of two relevant areas of digital advertising space both areas being contained within individual pages displayed by Us on www.aboutmyplace.co.uk, (hereafter called "the Pages") provided that the Pages have been accessed via a link provided by Us within www.rightmove.co.uk, and also provided that the Pages contain either:
 - Details of Your properties where those properties are listed on www.rightmove.co.uk; and/or
 - Maps displayed by Us on www.aboutmyplace.co.uk for the purpose of showing the locations of Your properties where those properties are listed on www.rightmove.co.uk; and/or

- The design, content, colour scheme and appearance of the header and footer must be agreed by Us with You before it is displayed.
- We reserve the absolute right in Our sole discretion to:
 - Refuse to approve and display any particular designs of headers and/or footers; and/or
 - Restrict the display of emblems and logos; and/or
 - Remove a logo or image from Your header and footer if the applied logo 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 emblem which does not belong to You; and/or
 - Create and apply guidelines that may restrict the content of headers and footers and prevent advertising for certain services being contained within headers and footers.

The Spotlight Product

- The Spotlight product consists of the two separate elements detailed in 30.1 and 30.2 below and described more fully under this clause and clauses 31 - 36 inclusive below.
 - "Digital Sticker" - We will apply a form of Digital Sticker to individual property details contained within Your summary listing results displayed on Our website.
 - An "Offer Summary" - We will incorporate additional text contained within a text box positioned within the property detail pages of Your relevant developments and Your development profile pages displayed on Our website.
- The design, content, colour scheme and appearance of the Digital Stickers will be determined by Us.
- We reserve the absolute right in Our sole discretion to create and apply guidelines that may restrict the content of the relevant Offer Summary and We may prevent advertising for certain services being contained within the Offer Summary.
- Where You display details of products and services which You derive from third parties within the Offer Summary You hereby agree that any such details displayed are also displayed subject to these terms and conditions and You will take all proper and reasonable steps to ensure that the details displayed comply fully with all relevant legislation, regulations and standards that may be applicable, including the Financial Services and Markets Act where this applies.
- Any agreement which You may enter into with a third party for the supply to You by them of content to be incorporated within the Offer Summary must incorporate the minimum terms of this contract.
- You hereby agree that You will not at any time re-sell the Offer Summary and will not allow the display of material sourced from a third party within the Offer Summary unless that material forms an intrinsic element of Your proposition aimed at consumers who are Users of Our Website.
- You hereby agree that You will provide consumers who are Users of Our Website with full details of any promotional offers contained within the Offer Summary by You upon reasonable request.

Search-Based Products

- "Search-Based Products" means the Rightmove Featured Developer and Local Homepage products. "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.
- You warrant that You have good title to Your Advertisement and that Your Advertisement; is accurate and relevant; is of a professional and inoffensive nature; 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.
- 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.
- We reserve the right to remove any Advertisement which in Our opinion is in breach of these Terms or of our Editorial Guidelines for Search-Based Products.
- 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.
- 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.
- We reserve the absolute right in Our sole discretion to:
 - Refuse to approve and display any particular designs of Advertisement; and/or
 - Restrict the display of images, emblems and logos; and/or
 - Refuse to apply any particular link to Your Advertisement; and/or
 - 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
 - Create and apply guidelines that may restrict the content of Advertisements and prevent advertising for certain services
- 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 1 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.

All prices quoted by us are exclusive of VAT unless stated otherwise. Please retain a copy of these conditions for your own records. Issue date 5th November 2009.

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