

BLUEBOX PARTNERS
RIGHTMOVE PLUS
END USER AGREEMENT

This Agreement is made between BLUEBOX PARTNERS whose registered office is at Westgate Chambers, 3 High Street, Chipping Sodbury, Bristol, BS37 6BA (“**BlueBox partners**”) and the organisation or entity indicated in the signature box below (“**the Client**”), and is effective as of the date indicated as Effective Date in the signature box of this Agreement.

The following are included as integral parts of this Agreement:

- Annex 1 - **Terms and Conditions**
- Annex 2 - **Report Information**

BACKGROUND:

1. Rightmove has developed an automated valuation model of residential properties in the United Kingdom (“**the Software**”) and BlueBox partners have the rights to re-sell that product in the United Kingdom to the Client to this Agreement.
2. The Client through BlueBox partners wishes to appoint Rightmove and Rightmove wishes to host such Software on its systems and provide access to such Software to the Client together with ancillary services from time to time on the terms and conditions of this Agreement.
3. The Annexes 1-2 are the agreement terms under which BlueBox partners are able to re-sell the Software and by signing this agreement the Client agrees to the terms of those Annexes
4. For the avoidance of doubt the term Client used in the Annexures applies to the Client to this Agreement and not to BlueBox partners.

PAYMENT TERMS

5. The Client agrees to pay the monthly Standard charges as set out in Section 6 below, monthly by Standing Order by BACS to BlueBox partners nominated bank account, payment to be made by the Client within 7 days of relevant monthly invoice being issued by BlueBox partners. By signing this agreement the Client also agrees to pay BlueBox partners by cheque or BACS for the use of the AVM service followed by receipted invoice.
6. Product costs:

Product	Cost
Best Price Guide per office per month known as the Standard charge	£50 + VAT
AVM per single copy	£12.50 + VAT

Please note the Best Price Guide is a monthly payment covering full usage of the system by the registered user for as many hits as required per month. The AVM charge is only for actual usage and this facility can be turned off if required. It is the duty of the Client to ensure the secrecy of the password that allows entry to the system. This will be particularly important if users leave the Client as they may still be able to charge usage to the Client account and it is within the remit of the Client to change the password on such or similar occasions.

6. If the Client fails to pay the fees and BlueBox partners incurs costs as laid out in sections 10.1 – 10.5 of Annex 1 then these costs will be passed onto the Client plus an administration fee of £50 for each event and the Client would also be liable for termination under Clause 14 and its constituent parts. For the avoidance of doubt all the provisions of Clause 14 will apply to the Client should any of the occurrences arise with the Client.

EFFECTIVE DATE:	
PERMITTED INFORMATION:	Best Price Guide and Reports to Third Party Surveyors

By signing below the parties agree to be bound by this Agreement and the Annexures.

<p>BlueBox Partners</p> <p>Name: Blue Box Partners Ltd</p> <p>Reg'd Number: Registered in England no. 5513686</p> <p>Registered Office: Westgate Chambers, 3 High Street, Chipping Sodbury, Bristol. BS37 6BA</p> <p>Signature C Rispin</p> <p>Date </p>	<p>CLIENT</p> <p>Name:</p> <p>Reg'd Number:</p> <p>Registered Office:</p> <p>Signature:</p> <p>Date:</p>

ANNEX 1

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In this Agreement, the words and expressions in bold on the signature page shall have the meaning attributed to them on that page. In addition:

“Client Data” means any data or other information which is inputted into the Software by the Client in order to receive a Report

“Confidential Information” means all information concerning the business, finances, technology, solutions, clients or commercial affairs of a party or its clients which is described as confidential by the party providing the information or which, by its nature, should be assumed to be confidential, to include, but not limited to, the negotiations relating to and the subject matter of this Agreement (as the same may be amended or supplemented from time to time)

“Fees” means the fees payable for use of the Services by the Client, as specified in Annex 2

“Intellectual Property Rights” means patents, trade marks, Internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, database rights, design rights, trade and business names, trade secrets and know how and any other similar protected rights in any country subsisting now or in the future

“Payment Terms” are as set out in the agreement

“Report” means the report relating to a Residential Property produced as a result of the use of the Software by the Client

“Residential Property” means a property situated in the United Kingdom, designated by the Royal Mail or its successor in title as residential and identifiable as a individual property in the Royal Mail’s postal address files or any successor database thereof

“Services” means those services described in clause 2.1.

“Third Party Surveyors” means a third party who enters into an agreement for the provision of resale services from Blue Box Ltd, to include Best Price Guide and AVM access.

1.2 In this Agreement:

1.2.1 references to clauses and Schedules are to the clauses and Schedules of this Agreement;

1.2.2 headings are for convenience only and do not affect interpretation of this Agreement;

1.2.3 references to statutes and statutory provisions shall be construed as amended or replaced and as including any subordinate legislation made under them in any such case from time to time.

2 PROVISION OF SERVICES

2.1 In consideration of the payment of the Fees, Rightmove shall provide the Services including:

2.1.1 providing the Client with access to the Software via the internet;

2.1.2 hosting and supporting the Software as set out in clauses 3 and 4 below;

2.1.3 in each Report, providing the information set out in Annex 2;

2.1.4 maintaining and, on the reasonable request of the Client, providing access to online archived copies of each Report; and

2.1.5 any other services as the parties may from time to time agree.

2.2 Rightmove reserves the right from time to time to:

2.2.1 alter or modify the Software including but not limited to the functionality of the Software as it deems appropriate to enhance the functionality or performance of the Software; and

2.2.2 alter or modify the format and content of the Reports.

2.3 Rightmove will issue the Client with personal identification information (username and password) that will allow the Client and its authorised users to access and use the Software.

2.4 The Client agrees that it will and will ensure that its authorised users keep confidential the personal identification information issued by Rightmove in accordance with clause 2.3 and will not disclose it to third parties. The Client will be responsible for any unauthorised use of personal identification information. The Client will notify Rightmove immediately in writing upon becoming aware of any known or suspected unauthorised use of such personal identification information in order that Rightmove can prevent further use of that personal identification information.

2.5 The Client shall not lease, sub-licence, loan, resell or otherwise distribute access to the Software or otherwise permit access to or use of the Software or Services by or on behalf of any third party save as permitted in this Agreement.

2.6 The Client warrants and represents that it shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure the access to the Software and Services granted under this Agreement is limited as set out under this Agreement.

3 **CLIENT RESPONSIBILITIES**

3.1 The Client shall:

- 3.1.1 be responsible for the provision of such hardware and software as is necessary to enable the Client to access the Services via the internet and thereafter use the Services;
- 3.1.2 use the Services and the Reports in accordance with all applicable laws and in accordance with the terms of this Agreement and all reasonable instructions of Rightmove;
- 3.1.3 not publish or disclose to any third party a Report or any part thereof other than the Permitted Information unless expressly otherwise agreed in writing with Rightmove;
- 3.1.4 not permit access to or use of the Services to or by any third party other than its employees and any other third party authorised in writing by Rightmove; and
- 3.1.5 not use the Services in respect of any property other than a Residential Property.

3.2. Should Rightmove agree to provide any support that falls within such exclusion, Rightmove shall be entitled to make an additional charge in accordance with its standard scale of charges from time to time in force.

4 **HOSTING OF THE SOFTWARE**

4.1 Subject to clause 5.6, Rightmove shall use all reasonable endeavours to ensure that during the term of this Agreement the Client's access to and use of the Services as hosted by Rightmove function effectively and is available 99% of the time between the hours of 0700 hours to 2300 hours GMT (varied in accordance with any applicable daylight saving provisions from time to time in force) Monday to Friday (save when English clearing banks are closed for business).

4.2 Rightmove shall have no liability to the Client in respect of the Client's inability to access the Software or errors in the functioning of the Software and or Services which are attributable to:

- 4.2.1 errors in or made by or failures in the performance of the Client's hardware or operating systems;
- 4.2.2 failure of the internet;
- 4.2.3 operator error;
- 4.2.4 provision of incorrect information by the Client;
- 4.2.5 power failures;

4.2.6 malicious interference by any third party.

5 **SUPPORT AND MAINTENANCE**

- 5.1 The Client shall nominate a primary support contact who shall consolidate the Client's queries regarding the Software and the Services. The Client shall provide Rightmove with the details of such contact and any changes from time to time to the identity of that contact. Rightmove shall not be under any obligation to respond to support queries raised by representatives other than the Client's nominated primary support contact.
- 5.2 Rightmove will supply the Client with a help desk number and email address to which the Client shall direct all Software and Services queries. Such help desk and email address will be manned during Rightmove's normal business hours.
- 5.3 Rightmove will promptly acknowledge receipt and respond to any problems with the Services notified to it via the support telephone number or email address given to the Client by Rightmove. If the Client identifies such problem as being business critical, Rightmove shall as soon as reasonably practicable investigate the reported problem and use all reasonable endeavours to correct such problem. If the Client identifies such problem as being other than business critical, Rightmove shall use all reasonable endeavours to investigate the reported problem within 5 working days of notification of the problem and thereafter use all reasonable endeavours to correct the problem as soon as reasonably practicable thereafter.
- 5.4 If Rightmove is of the opinion that it cannot resolve the problem or provide a workaround to the problem in accordance with clause 5.3, Rightmove shall notify the Client and provided the failure substantially hinders or prevents the Client from using a material part of the functionality of the Services, the Client shall be entitled to terminate this Agreement forthwith by written notice to Rightmove and the provisions of clause 14.4 shall then apply.
- 5.5 The problem resolution service in clauses 5.3 and 5.4 shall not include the provision of services in respect of problems attributable to any of the circumstances listed in clause 3.2. Should Rightmove agree to provide any support that falls within such exclusion, Rightmove shall be entitled to make an additional charge in accordance with its standard scale of charges from time to time in force.
- 5.6 Rightmove shall be entitled to suspend access to the Services:
- 5.6.1 on reasonable notice to the Client for such period as may be reasonably required for maintenance, repairs or improvements; and
 - 5.6.2 without prior notice to the Client for exceptional operational reasons.

6 **USE OF THE SERVICE**

- 6.1 The Client shall be responsible for the provision of the Client Data and its accuracy and completeness.

6.2 The Client agrees to co-operate with Rightmove by making its nominated management and employees available by telephone, email or in person, as reasonably necessary, to provide such information, services, support and other assistance as may be reasonably required by Rightmove in its provision of the Services.

7 DATA PROTECTION

7.1 To the extent that the Client Data contains Personal Data (as defined in the Data Protection Act 1998 as amended ("the Act")), the Client warrants that it has complied with its obligations under that Act and shall indemnify and keep indemnified Rightmove against any losses, damages, costs or expenses suffered by Rightmove as a result of a breach of such warranty.

7.2 Rightmove will carry out the processing (as defined by the Act) of Personal Data transmitted by or on behalf of the Client only to the extent necessary for the provision of the Services and will not divulge the whole or any part of the Personal Data to any person, except to the extent necessary for the proper performance of the Services or as permitted by the Client.

7.3 Rightmove will ensure that it has appropriate security measures in place to safeguard against any unauthorised access or unlawful proceedings or accidental loss, destruction or damage or disclosure of such Personal Data.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Client acknowledges that the Intellectual Property Rights in the Software and the Reports are and shall remain the property of Rightmove and/or its licensors and that the Client will not obtain any rights in the Intellectual Property Rights in the Software or the Reports other than expressly granted to it under this Agreement. Subject to payment of all sums due to it whether under this Agreement or otherwise, Rightmove grants to the Client a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Reports for its own business use, subject to the terms of this Agreement.

8.2 Rightmove acknowledges that the Intellectual Property Rights in the Client Data are and shall remain the property of the Client or its licensors as the case maybe and that Rightmove will not obtain any rights in the Intellectual Property Rights in the Client Data other than expressly granted to it under this Agreement.

8.3 The Client grants to Rightmove a non-exclusive, non-transferable, royalty-free licence to use the Client Data only to the extent necessary for it to carry out its obligations under this Agreement. Rightmove may make such copies as may be necessary to perform its obligations under this Agreement, including back up copies of such Client Data. Upon the termination or expiration of this Agreement, Rightmove shall destroy all Client Data and other materials provided by the Client as remain in Rightmove's possession or control.

9 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1 Subject always to the Client's proper observance of its obligations under this clause 9 and to clauses 9.4 and 13, Rightmove shall at its own expense, defend or, at its option settle any

third party claim or suit alleging that the use by the Client of the Software or any part of it infringes any Intellectual Property Rights belonging to a third party (“a Claim”) and agrees to be responsible for any reasonable costs involved and to pay any damages finally awarded against the Client in any such Claim by a competent court of jurisdiction provided that:

- 9.1.1 the Client shall immediately notify Rightmove if a Claim is made against the Client and agrees to grant to Rightmove exclusive control of all litigation and negotiations in connection with such Claim;
- 9.1.2 the Client shall at the request and expense of Rightmove afford to Rightmove all reasonable assistance for the purpose of contesting any Claim;
- 9.1.3 the Client shall not make any admissions (save where required by court order or governmental regulations) which may be prejudicial to the defence or settlement of any Claim without the approval of Rightmove (not to be unreasonably withheld or delayed).

9.2 If a Claim is made or in the reasonable opinion of Rightmove is likely to be made, Rightmove may at its own expense either:

- 9.2.1 modify any part of or all of the Software without reducing the performance and functionality of the same so as to avoid the infringement or the alleged infringement, or;
- 9.2.2 procure a licence to use the infringing or potentially infringing part of the Software on terms which are acceptable to the Client (acting reasonably); or
- 9.2.3 if neither causes of action under clauses 9.2.1 or 9.2.2 are reasonably practicable or economical, terminate the Agreement.

9.3 If Rightmove has availed itself of its rights to modify the Software pursuant to clause 9.2.1 or to procure a licence under clause 9.2.2 and has therefore avoided any Claim, then Rightmove shall have no further liability in respect of that Claim.

9.4 The provisions of clauses 9.1 and 9.2 shall not apply insofar as any such Claim is in respect of:

- 9.4.1 the use by the Client of the Services or any part thereof in a manner not reasonably to be anticipated by Rightmove when supplying the same to the Client; or
- 9.4.2 the Client Data; or
- 9.4.3 other designs or specifications supplied by the Client.

9.5 Subject always to Rightmove’s proper observance of its obligations under this clause 9.5, the Client shall at its own expense, defend or, at its option settle any third party claim or suit alleging that the use of the Client Data or any part of them in accordance with this Agreement

infringes any third party rights (“a Client Data Claim”) and agrees to be responsible for any reasonable costs involved and to pay any damages finally awarded against Rightmove in any such Client Data Claim by a court of competent jurisdiction provided that:

- 9.5.1 Rightmove shall immediately notify the Client if a Client Data Claim is made against Rightmove and agrees to grant to the Client exclusive control of all litigation and negotiations in connection with such Client Data Claim;
- 9.5.2 Rightmove shall at the request and expense of the Client afford to the Client all reasonable assistance for the purpose of contesting any Client Data Claim;
- 9.5.3 Rightmove shall not make any admissions (save where required by court order or governmental regulations) which may be prejudicial to the defence or settlement of any Client Data Claim without the approval of the Client (not to be unreasonably withheld or delayed).

10 FEES AND PAYMENT

- 10.1 In consideration of the provision of the Services, BlueBox partners shall pay the Fees to Rightmove.
- 10.2 Any services supplied by Rightmove in addition to the Services shall be charged for by Rightmove on a time and materials basis. The Client shall reimburse Rightmove's reasonable travel, accommodation and subsistence expenses incurred in the provision of such services which are in accordance with the Client's expenses policy or pre-authorised by the Client.
- 10.3 BlueBox partners shall pay invoices properly submitted by Rightmove in accordance with the Payment Terms, without deduction or set-off, within 30 days of the date of the relevant invoice.
- 10.4 In the event that the BlueBox partners does not make payment by the date due for any payment, Rightmove may, without prejudice to any other rights and remedies at its option:
 - 10.4.1 charge the BlueBox partners interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and
 - 10.4.2 suspend its provision of the Services.
- 10.5 All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by BlueBox partners, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.

11 CONFIDENTIALITY

- 11.1 Each party shall keep strictly confidential all Confidential Information received directly or indirectly from the other party. Such Confidential Information shall not be disclosed to any third party other than the employees and authorised subcontractors of the receiving party and

such receiving party shall not use any such Confidential Information for any purpose other than the performance of the Agreement. Further, it is agreed by the parties that each party shall procure that its employees and subcontractors act in a manner consistent with the obligations of confidentiality set out herein.

- 11.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent that it is:
- 11.2.1 required to do so by law provided that the party disclosing the information shall notify the other party as soon as reasonable of its intention to disclose the information or of the fact that it has had to disclose the information;
 - 11.2.2 information which has come into the public domain through no fault of the receiving party;
 - 11.2.3 reasonably required to be disclosed to employees or subcontractors of such party, subject to such employees or subcontractors being under obligations of confidentiality no less onerous than as set out in this clause;
 - 11.2.4 permitted by the other party to do so in writing in advance;
 - 11.2.5 information in the possession of the receiving party prior to disclosure under this Agreement or is disclosed to the receiving party by a third party without breach of any obligation of confidentiality owed to the disclosing party; or
 - 11.2.6 information that is independently developed by personnel of the receiving party having no access to the other party's Confidential Information.
- 11.3 The provisions of this clause 11 shall remain in full force and effect notwithstanding any termination of this Agreement.

12 **WARRANTIES**

- 12.1 Rightmove warrants that it shall use reasonable skill and care in the provision of the Services.
- 12.2 If Rightmove receives written notice from the Client of any breach of the warranty at clause 12.1 then Rightmove's sole liability shall be to remedy the breach within a reasonable time and without charge to the Client, or, in the event that the breach is incapable of remedy to refund to the Client the Fees as shall corresponding to the Services the subject of the breach.
- 12.3 No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the Client's requirements or that the Services will operate uninterrupted or error free.
- 12.4 Except as expressly stated in this Agreement all other warranties, representations (unless made fraudulently), terms and conditions are excluded to the fullest extent permitted by law.

13 **LIMITATION OF LIABILITY**

13.1 Save as set out in clause 12, the following provisions set out the entire financial liability of Rightmove (including any liability for the acts or omissions of its employees, agents, BlueBox partners and sub-contractors) to the Client in respect of:

13.1.1 any breach of this Agreement; and

13.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

13.2 Nothing in this Agreement excludes or limits the liability of Rightmove for death or personal injury caused by Rightmove's negligence or for fraudulent misrepresentation.

13.3 Subject to clause 13.2, Rightmove shall not be liable to the Client for:

13.3.1 any indirect, consequential, special or punitive loss, damage, costs and expenses;

13.3.2 loss of profit;

13.3.3 loss of business;

13.3.4 loss of reputation;

13.3.5 depletion of goodwill; or

13.3.6 loss of, damage to or corruption of data.

13.4 Subject to clauses 13.2 and 13.3, Rightmove's total liability to the Client under or connected with this Agreement for:

13.4.1 Rightmove's failure to perform the Services or negligent act, error or omission in the performance of the Services shall not exceed £2,000,000 for any one event or series of connected events; and

13.4.2 any other loss not covered by clause 13.4.1 shall not exceed the Fees paid by the Client for the 12 month period immediately preceding a Claim arising.

13.5 For the purposes of this clause 13, a "Claim" shall mean any one event giving rise to a claim or, where there is more than one event giving rise to a claim, then a series of connected events.

14 **DURATION AND TERMINATION**

14.1 This Agreement shall remain in full force and effect from the Effective Date until terminated in accordance with the provisions of clause 14.2.

14.2 This Agreement may be terminated forthwith:

14.2.1 by Rightmove:

14.2.1.1 if the Client fails to make any payment on the due date and payment has not been made within 7 days of a written request for the same;

14.2.1.2 if Rightmove's arrangements with its third party suppliers in respect of the Services terminate or expire;

14.2.2 by either party if the other commits any material breach of any term of this Agreement (other than one falling within clause 14.2.1) and which (in the case of a breach capable of being remedied) has not been remedied within 14 days of a written request to remedy the same;

14.2.3 by either party if an order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up order or the other party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

14.3 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law or any accrued rights or liabilities of either party or the coming into or continuance in force of any term of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

14.4 Upon termination Rightmove will:

14.4.1 cease the provision of the Services;

14.4.2 prepare and submit to the Client a breakdown of the Services performed up to the date of termination for which Rightmove has not yet been paid; and

14.4.3 deliver an invoice in respect of the outstanding Fees referred to in clause 14.4.2.

15 **FORCE MAJEURE**

15.1 Rightmove shall not have any liability under this Agreement to the extent that the performance of its obligations is delayed, hindered or prevented by an Event of Force Majeure.

15.2 "Event of Force Majeure" shall mean fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, terrorism or the threat thereof, nuclear, chemical or biological contamination, compliance with any law, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment dispute, protests, public disorder, traffic congestion, accident, breakdown, vandalism, interruptions in communications or power supply, shortages of materials or supplies, failure or malfunction of computer systems or any other event or circumstance outside the control of a party to this Agreement.

16 **NOTICES**

16.1 Any notice, request, instruction or other document to be given by a party under this Agreement shall be delivered by hand, sent by pre-paid first class post, or by facsimile or e-mail transmission to the recipient's usual fax number or e-mail address or such other address, fax number or e-mail address which may be notified by that party in accordance with this clause 16.1.

16.2 Unless proved otherwise, a notice shall be deemed to have been received if delivered by hand, at the time of delivery; if sent by facsimile or e-mail during the Business Day of transmission as long as the sender can show satisfactory transmission; and if sent by post, 48 hours after posting.

17 **WAIVER**

17.1 Unless otherwise agreed in writing, the waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions and, save as expressly stated in this Agreement, neither shall any delay or omission on the part of either party to exercise or avail itself of any remedy, right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

18 **RIGHTS OF THIRD PARTIES**

18.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This shall not affect any right or remedy of a third party that exists or is available apart from under that Act.

19 **INVALIDITY AND SEVERABILITY**

19.1 If any provision of this Agreement shall be found by any Court or administrative body of competent jurisdiction to be invalid, unlawful or unenforceable, in whole or in part, but would be valid, lawful or enforceable if such whole or part provision were deleted, the remaining provisions in this Agreement shall continue to apply as if such whole or part provision had been deleted.

19.2 The parties shall, in the circumstances referred to in clause 19.1, attempt in good faith to substitute for any invalid or unenforceable provision a valid and enforceable provision which

achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

20 **VARIATION**

20.1 Save as expressly provided in this Agreement, no variation to the rights and obligations of the parties pursuant to this Agreement shall be effective unless in writing and signed by an authorised representative of both parties.

21 **NO PARTNERSHIP OR AGENCY**

21.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever and neither party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

22 **ENTIRE AGREEMENT**

22.1 This Agreement constitutes the entire arrangement and understanding between the parties and supersedes and extinguishes all prior agreements, negotiations and discussions relating to the subject matter of this Agreement. All parties acknowledges that in entering into and performing this Agreement it does not do so on the basis of, and does not rely on any statement or representation (unless made fraudulently) or warranty or understanding other than as expressly contained in this Agreement at the date hereof or subsequently included within this Agreement pursuant to clause 20.

23 **ASSIGNMENT AND SUB-CONTRACTING**

23.1 Subject to clause 23.2, none of the parties may assign, sub-licence, transfer, deal with or sub-contract any interest in any right or obligation it has under this Agreement without the prior written consent of the other party.

23.2 Rightmove shall be permitted in its discretion to sub-contract the provision of any of the Services provided that no such sub-contracting shall relieve Rightmove of any of its obligations under this Agreement.

24 **GOVERNING LAW AND JURISDICTION**

24.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

ANNEX 2
REPORT INFORMATION

Where a report can be provided, it will contain the following depending on the product requested:

Sales Quick Valuation. Sales Batch valuation.

Will include the following:

1. Approximate open market value of the property.
2. The Standard Deviation of the valuation
3. A confidence level of A to E based on Rightmove's rating system from time to time in force, a copy of which is available on request.

Sales Interactive Valuation

Will include the following:

1. Approximate open market value of the property.
2. The Standard Deviation of the valuation
3. A confidence level of A to E based on Rightmove's rating system from time to time in force, a copy of which is available on request.
4. Sales valuation supporting evidence which will include where available:
 - a. Historical price information
 - b. Details of comparable properties and characteristics

Rental Quick Valuation. Rental Batch Valuation

Will include the following:

1. Approximate rental value of the property
2. The Standard Deviation of the rental valuation
3. A rental confidence level of A to E or U based on Rightmove's rating system from time to time in force, a copy of which is available on request.
4. Approximate open market value of the property.
5. The Standard Deviation of the sales valuation
6. A sales confidence level of A to E or U based on Rightmove's rating system from time to time in force, a copy of which is available on request.

Rental Interactive Valuation

Will include the following:

1. Approximate rental value of the property
2. The Standard Deviation of the rental valuation

3. A rental confidence level of A to E or U based on Rightmove's rating system from time to time in force, a copy of which is available on request.
4. Rental valuation supporting evidence which will include where available:
 - a. Rental yield information
 - b. Historical rental price information
 - c. Details of comparable rental properties and characteristics
5. Approximate open market value of the property.
6. The Standard Deviation of the sales valuation
7. A confidence level of A to E or U based on Rightmove's rating system from time to time in force, a copy of which is available on request.
8. Sales valuation supporting evidence which will include where available:
 - a. Historical price information
 - b. Details of comparable properties and characteristics