

DATED2020

- (1) RIGHTMOVE GROUP LIMITED
- (2) THE CLIENT

**RIGHTMOVE & MINISTRY OF HOUSING, COMMUNITIES & LOCAL GOVERNMENT
(MHCLG) DATA LICENCE AGREEMENT**

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THIS AGREEMENT IS MADE THE

DAY OF

2020

BETWEEN

- (1) **RIGHTMOVE GROUP LIMITED** incorporated and registered in England and Wales with company number 03997679 whose registered office is at 2 Caldecotte Lake Business Park, 30 Caldecotte Lake Drive, Caldecotte, Milton Keynes, MK7 8LE (the "**Rightmove**"); and
- (2) **MINISTRY OF HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** whose registered address is **2 Marsham Street, London SW1P 4DNT** ("**The Client**").

BACKGROUND

- (A) (B) Rightmove is a company engaged in the business of providing insight and professional data services in relation to the UK property market.
- (B) (C) The Client is a UK government department who wishes to purchase key market metrics and data analysis covering the United Kingdom to assess the impact of the ongoing COVID-19 situation to the UK property market for the purposes of internal analysis, policy and strategic decision making.

AGREED TERMS

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement and in any other agreement between the parties.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

"Charges" means the charges specified in Schedule 1

"Commencement Date" means the date upon which this agreement is signed by both parties

"Confidential Information" means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Data or the Services who need to know the confidential information in question ("**Representatives**") to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure

"Data" means the UK property and valuation data

"Data Protection Requirements" means the General Data Protection Regulation 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction

"Derived Data" means any Data (wholly or in part) Manipulated to such a degree that it:

- (a) cannot be identified as originating or deriving directly from the Data or the Services and cannot be reverse-engineered such that it can be so identified; and
- (b) is not capable of use substantially as a substitute for the Data or the Services.

"Initial Term" REDACTED

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world

"Manipulate" means to combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part)

"Manipulated Data" means any Data which has been Manipulated. Manipulated Data includes any Derived Data

"Permitted Use" has the meaning given in Clause 2.1

"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 an individual property in the Royal Mail's postal address files or any successor database thereof and the term "Residential Properties" shall be construed accordingly

"Security Feature" means any security feature including any key, PIN, password, token or smartcard

"Services" means the services to be supplied by Rightmove under this Agreement including the supply of any Data detailed in Schedule 1

"Software" means any software provided by Rightmove to enable the Services to be used including any Releases

- 1.2 Data subject, personal data, processing, data controller, data processor and appropriate technical and organisational measures shall bear the meanings given to those terms respectively in the General Data Protection Regulation 2016/679.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

- 1.5 A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established. A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **"writing"** or **"written"** includes faxes and e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.10 A reference to **"group"** in relation to a company means that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. A **"holding company and subsidiary"** means mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006
- 1.11 Any words following the terms **"including"**, **"include"**, **"in particular"** or **"for example"** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2 LICENCE

- 2.1 In consideration of the Charges, Rightmove shall permit the continued hosting of the Data and license for use according to the permitted use given in clause 2.2
- 2.2 The Data is provided by Rightmove to The Client on a non-exclusive, non-transferable, revocable, licence to use the Data during the Term to:
- 2.2.1 access, view and study the Data;
 - 2.2.2 manipulate the Data;
 - 2.2.3 create Derived Data;
 - 2.2.4 store the Data and Manipulated Data;
 - 2.2.5 share the outputs (within central & local government) of data analysis in briefing form to advise broader government decision making and strategic policy making.

("Permitted Use")

- 2.3 The Client shall not use the Data or the Manipulated Data for any reason or purpose other than the Permitted Use. In particular, The Client shall not:

- 2.3.1 provide the Data or Manipulated Data (in whole or in part) to any third party for any reason except as permitted in clause **Error! Reference source not found.2.2.5;**
- 2.3.2 provide all or substantially all of the Data to any third party for any reason whatsoever;
- 2.3.3 use the Data or Manipulated Data to provide any services or products which compete with the services or products offered by Rightmove;
- 2.3.4 share or distribute the Data or Manipulated Data within its group or permit other companies within its group to commercially exploit the Data or Manipulated Data; or
- 2.3.5 attribute any use, publication or reference to the Manipulated Data to Rightmove, whether directly or indirectly.
- 2.3.6 publish the Data in whole or in part via any method of media.

2.4 The Client shall:

- 2.4.1 limit access to the Data to The Clients employees, agents and subcontractors only;
- 2.4.2 not make copies of the Data except to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;
- 2.4.3 not use the Data or Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
- 2.4.4 not extract, reutilise, use, exploit, redistribute, disseminate, copy or store the Data for any purpose not expressly permitted by this Agreement;
- 2.4.5 not copy, modify, decompile, reverse engineer or create derivative works from the Software, except to the extent permitted by any applicable law; and
- 2.4.6 not do anything which may damage the reputation of Rightmove, the Data or the Services, including by way of using the Data (wholly or in part) in any manner which is likely to disparage Rightmove.

3 CHARGES

- 3.1 The Client shall pay to Rightmove the Charges on the terms specified in Schedule 2.
- 3.2 The Charges shall be due and payable in full to Rightmove within 30 days of the date of invoice.
- 3.3 Rightmove may charge interest at an annual rate of 8% above the base rate of Bank of England, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Rightmove of the full amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

3.4 In the event that the Charges have not been paid by The Client in accordance with this clause 3, Rightmove shall have the right to suspend the license granted to The Client in accordance with clause 2 until full due payment has been made by The Client.

3.5 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by The Client at the rate and in the manner for the time being prescribed by law. The Client shall not be entitled to any right of set-off regarding the Charges.

4 AUDIT

4.1 The Client shall keep, in paper and electronic form, at its normal place of business, accurate and up-to-date records ("**Records**") showing the steps taken by The Client to comply with clause 2. The Client shall ensure that the Records are sufficient to enable Rightmove to verify The Client's compliance with its obligations under this clause 4.

4.2 The Client shall permit Rightmove and its third party representatives, on reasonable notice, but without notice in case of any reasonably suspected breach of clause 2, to gain (physical and remote electronic) access to, and take copies of, the Records and any other information held at The Client's premises or on The Client's systems which relates to the Data or Manipulated Data and The Client's compliance or non-compliance with the terms of clause 2.

5 UNAUTHORISED USE

5.1 If any unauthorised use is made of the Data and such use is attributable to the act or default of, or through, The Client then, without prejudice to Rightmove's other rights and remedies, The Client shall immediately be liable to pay Rightmove an amount equal to the Charges that Rightmove would have charged, had Rightmove or The Client (as the case may be) authorised the unauthorised use at the beginning of the period of that unauthorised use together with statutory interest from the date of that unauthorised use to the date of payment.

6 CONFIDENTIALITY

6.1 The term Confidential Information does not include any information that:

6.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 6);

6.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

6.1.3 was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

6.1.4 was known to the receiving party before the information was disclosed to it by the disclosing party; or

6.1.5 the parties agree in writing is not confidential or may be disclosed.

- 6.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- 6.2.1 use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement ("**Permitted Purpose**"); or
 - 6.2.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 6.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:
- 6.3.1 it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 6.3.2 at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 6.
- 6.4 The Client acknowledges that Rightmove's Confidential Information includes any software or other materials created by Rightmove in connection with the Services but does not include any Derived Data.
- 6.5 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 6.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.
- 6.7 The provisions of this clause 6 shall continue to apply after termination of this Agreement.

7 ANNOUNCEMENTS

- 7.1 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

8 SECURITY AND PASSWORDS

- 8.1 The Client shall ensure that the Data is kept secure by using the Security Features and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data.
- 8.2 Where Rightmove uses Security Features in relation to the Services (wholly or in part), the Security Features must, unless Rightmove notifies The Client otherwise, be kept confidential and not lent, shared, transferred or otherwise misused.

- 8.3 If The Client becomes aware of any misuse of any Data, or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or otherwise adversely affect Rightmove or if The Client learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person, The Client shall notify Rightmove within 24 hours of becoming aware of the misuse or security breach and fully co-operate with Rightmove to remedy the issue as soon as reasonably practicable.
- 8.4 The Client agrees to co-operate with Rightmove's reasonable security investigations.
- 8.5 Rightmove may change Security Features on notice to The Client for security reasons.

9 DATA PROTECTION

- 9.1 The parties agree they do not believe that the Data contains personal data.
- 9.2 If the Data is found to constitute personal data, the parties agree that they are acting as data controllers and the license of the Data constitutes a data sharing arrangement. The parties are not acting as joint data controllers.
- 9.3 If the Data is found to constitute personal data, the parties shall ensure that they comply with the Data Protection Requirements in all respects. In particular:
- 9.3.1 neither party shall transfer that personal data to destinations outside the European Economic Area ("**EEA**") without ensuring compliance with the Data Protection Requirements;
 - 9.3.2 both parties shall, with respect to the Data, take appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope and context and purposes of processing as well as the risk or varying likelihood and severity for the rights and freedoms of natural persons; and
 - 9.3.3 each party shall promptly cooperate with the other in respect of any requests made by data subjects in which they exercise their data subject rights set out in the Data Protection Requirements.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Client acknowledges that:
- 10.1.1 all Intellectual Property Rights in the Data are the property of Rightmove or its licensors, as the case may be; and
 - 10.1.2 it shall have no rights in or to the Data other than the right to use them in accordance with the express terms of clause 2.1.
- 10.2 The Client shall, and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

- 10.3 Rightmove shall defend The Client from any claim or action that the provision, receipt or use of the Data (wholly or in part) is proven to infringe any Intellectual Property Right of a third party ("**IPR Claim**") and agrees to be responsible for any reasonable costs involved and to pay any damages finally awarded against The Client in any such IPR Claim by a competent court of jurisdiction provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against The Client, The Client shall:
- 10.3.1 give written notice of the IPR Claim to Rightmove as soon as reasonably practicable;
 - 10.3.2 not make any admission of liability in relation to the IPR Claim without the prior written consent of Rightmove;
 - 10.3.3 at Rightmove's request and expense, allow Rightmove to conduct the defence of the IPR Claim including settlement; and
 - 10.3.4 at Rightmove's expense, co-operate and assist to a reasonable extent with Rightmove's defence of the IPR Claim.
- 10.4 Clause 10.3 shall not apply where the IPR Claim in question is attributable to:
- 10.4.1 possession, use, development, modification or retention of the Data (wholly or in part) by The Client other than in accordance with this Agreement, provided that the obligations in clause 10.3 shall not apply to the extent that the relevant IPR Claim was attributable to the use of any Manipulated Data;
 - 10.4.2 use of the Data (wholly or in part) in combination with any hardware or software not supplied or specified by Rightmove; or
 - 10.4.3 use of the Data (wholly or in part) in combination with any data not supplied or specified by Rightmove.
- 10.5 If any IPR Claim is made, or in Rightmove's reasonable opinion is likely to be made, against The Client, Rightmove may at its sole option and expense:
- 10.5.1 procure for The Client the right to continue using, developing, modifying or retaining the Data (wholly or in part) in accordance with this Agreement;
 - 10.5.2 modify the Data (wholly or in part) so that they cease to be infringing;
 - 10.5.3 replace the Data (wholly or in part) with non-infringing items; or
 - 10.5.4 terminate this Agreement immediately by notice in writing to The Client and refund any Charges paid by The Client as at the date of termination (less a reasonable sum in respect of The Client's use of the Data to the date of termination) on return of the Data and all copies of each of them.
- 10.6 This clause 10 constitutes The Client's sole and exclusive remedy and Rightmove's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 12.3.

11 WARRANTIES

- 11.1 Rightmove warrants that it has the right to license the Data as specified in this Agreement.
- 11.2 Rightmove warrants that it shall use reasonable skill and care in the provision of the Services.
- 11.3 Rightmove does not offer any warranties regarding the Data. The Data is sourced from third parties and may be modelled by Rightmove. The Data is provided to The Client "as is", without warranty as to its fitness for any purpose and without warranty as to its reliability, accuracy or completeness.
- 11.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 11.5 Without limiting the effect of clause 11.4, Rightmove does not warrant that the supply of the Data or use of the Software will be free from interruption.

12 LIMITATION OF LIABILITY

- 12.1 Neither party excludes or limits liability to the other party for:
 - 12.1.1 fraud or fraudulent misrepresentation;
 - 12.1.2 death or personal injury caused by negligence;
 - 12.1.3 any payments due to Rightmove in accordance with the terms of this Agreement; and
 - 12.1.4 any matter in respect of which it would be unlawful for the parties to exclude liability.
- 12.2 Subject to clause 12.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - 12.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 12.2.2 any loss or corruption (whether direct or indirect) of data or information;
 - 12.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 12.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract, such as loss of customer contracts;
- 12.3 Subject to clauses 12.1 and 12.2, Rightmove's total liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances shall not exceed the REDACTED% Fees paid by The Client for the 12-month period immediately preceding a claim arising.

13 TERM AND TERMINATION

- 13.1 This Agreement shall commence on the Commencement Date and shall continue for the Initial Term. At the end of the Initial Term this Agreement shall come to an end unless both parties agree in writing an extension to this Agreement. Should this agreement be extended, it shall end at the end at the expiry of that amended term.
- 13.2 The Client shall have the right to terminate this Agreement on each anniversary of the Commencement Date by serving at least 3 months' prior written notice to Rightmove, such notice to expire on an anniversary of the Commencement Date.
- 13.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 13.3.1 the other party commits a material breach of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
 - 13.3.2 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; suspends, or threatens to suspend, payment of its debts.
- 13.4 If The Client is subject to a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) where the change of control results in control of The Client being acquired by a competitor of Rightmove (as determined in Rightmove's reasonable opinion) then Rightmove may terminate this Agreement with prior written notice. If The Client becomes aware of any potential change of control which affects it, it shall notify Rightmove as soon as possible in writing.
- 13.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 13.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 13.7 On any termination of this Agreement for any reason or expiry of the Term, The Client shall immediately pay any outstanding amounts owed to Rightmove under this Agreement and, within a

reasonable period of termination or expiry ensure that there is no further use of the Data or Manipulated Data in any of The Client's services, products or applications.

14 EFFECT OF TERMINATION

14.1 On termination of this Agreement:

14.1.1 The Client shall cease to promote and/or use the Data and provide the Service and to enter contracts and all rights and licenses of The Client shall terminate;

14.1.2 The Client's rights to use whether itself or in the provision of services to clients all data obtained from use of or access to the Data shall cease;

14.1.3 each party shall as soon as reasonably practicable return or destroy (as directed in writing by the other party) all Data, information, software, and other materials provided to it by the other party in connection with this Agreement including all materials containing or based on the other party's Confidential Information, except for one copy that it may use for audit purposes only, and subject to the confidentiality obligations in clause 6; and

14.1.4 without limiting the effect of clause 14.1.1, The Client shall as soon as reasonably practicable ensure that all Data and Manipulated Data is deleted from The Client's systems.

14.2 If a party is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy under clause 14.1, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. That party shall not be in breach of clause 14.1 with respect to the retained documents or materials, but clause 6 shall continue to apply to them.

15 FORCE MAJEURE

15.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

15.2 This clause shall not apply to the payment of Charges which shall continue to be due notwithstanding a force majeure event.

16 ASSIGNMENT

16.1 Neither party shall assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party (which is not to be unreasonably withheld or delayed).

17 WAIVER

17.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the

further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18 REMEDIES

18.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19 NOTICE

19.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
or

19.1.2 sent by email to: REDACTED

The Client: REDACTED

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt;

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

19.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

20 ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

20.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

21 VARIATION

21.1 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22 SEVERANCE

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23 NO PARTNERSHIP OR AGENCY

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24 THIRD-PARTY RIGHTS

24.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25 GOVERNING LAW & JURISDICTION

25.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

THE SERVICES

Description of Data:

The Data will consist of National, Regional & Local Authority level Data (e.g. UK, West Midlands & South Northamptonshire Local Authority) for the whole of the United Kingdom. This data will be based on properties listed for sales and rental on the Rightmove.co.uk website by its member estate agents.

RightMove will provide the defined data to the client by Time/day of each week commencing from DATE for a term of 12 weeks. The final data provision for the initial term will be DATE. This agreement can be extended for up to 12 weeks provided the conditions within clause 13 are met. **Key market metrics covering sales & rental market**

(National, Regional & Local Authority Breakdown)

1. Housing demand
2. New Listings
3. Sales Agreed
4. Fallthroughs
5. Time On Market
6. Price Reductions
7. Average Asking Price

Additional Data

In addition to the key market metric data detailed above Rightmove will also supply the Client with a monthly Market Activity & Insight Report. This will be delivered on a monthly basis following the commencement date for the duration of the Initial Term (3 monthly reports delivered in total).

Bespoke Additional Analysis

Rightmove and the Client have also discussed the provision of additional bespoke data. The data discussed included shared ownership properties, further splits for specific types of rental properties such as no DSS and other more bespoke criteria. Each requirement will be undertaken as a separate requirement and the proposed charges for the additional data items are detailed in Schedule 2 and would be subject to agreement in writing between the two Parties. The number of additional data items will be capped to 9 (nine) instances as a maximum within the contract period.

SCHEDULE 2

CHARGES

Amount Payable	Date of Invoice
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REDACTED

All charges are exclusive of VAT at the applicable rate.

Additional Data Charges

As detailed in Schedule 1 the Parties discussed the possibility of additional bespoke data items such as further splits based on shared ownership & no DSS rental properties. The cost to include these data elements alongside the above agreed Fees is detailed below:

Total Cost = £REDACTED per additional bespoke data item, capped at a total of nine (9) items within the contract period (this cost can be pro rata'd across the monthly payments as per the above format)

Any additional items requested by the Client will be subject to additional charges and agreement in writing between the two Parties.

EXECUTED by **REDACTED** on behalf of Rightmove

EXECUTED by **REDACTED** on behalf of THE)
SECRETARY OF STATE FOR MINISTRY OF)
HOUSING COMMUNITIES AND LOCAL)
GOVERNMENT

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