

RENOVATE ME LIMITED
MEMBERSHIP TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these Conditions, the following definitions apply:

"Agent" means any person primarily in the business of selling or letting residential or commercial properties or land on behalf of multiple unrelated third parties.

"Brand" means the Renovate Me brand and all representations of the Renovate Me trade marks including logos, devices, domain names and other Intellectual Property Rights owned or used by Renovate Me from time to time.

"Brand Guidelines" means the guidelines which sets out the rules and procedures for use of the Brand which is available on the Website and which may be updated or amended in accordance with clause 11.2 from time to time.

"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 payable by You for the Services in accordance with these Conditions.

"Commencement Date" has the meaning set out in clause 2.1.

"Conditions" means these membership terms and conditions as amended from time to time in accordance with clause 11.2.

"Contract" means the contract between Renovate Me and You for the supply of Services in accordance with these Conditions.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010.

"Developer" means any person primarily in the business of building or renovating residential or commercial properties.

"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 right, 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.

"Landlord" means any person marketing and/or managing property they own for let.

"Liability Cap" means the actual amount of Charges payable to Renovate Me over a period of 6 months immediately preceding the issue giving rise to a claim or, if the agreement has been in force less than 6 months, the average actual monthly Charges payable multiplied by 6.

"Membership" means Your entitlement to the Services subject to these Conditions.

"Membership Application Form" means the document identified as the membership application form and which contains Your application for Membership and the Price Schedule.

"Notice Period" means at least 30 days' prior written notice which must expire on the last Business Day in a calendar month. **"Platforms"** means the Website Platform and any other technological platforms or innovations used or operated by Us to deliver Renovate Me's services whether now or in the future.

"Price Schedule" means the schedule in which the Charges for the Services are specified as amended in accordance with these Conditions.

"Product Guidelines" means the guidelines at Schedule 1, which contain the description and specification of the services offered by Renovate Me pertaining to Your Membership and which may be updated or amended in accordance with clause 11.2 from time to time.

"Property Owner" means a person that has instructed You to market for sale or let his, her or its residential or commercial property.

"Relevant Legislation or Codes" means all applicable legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union) and any codes or regulations which applies in the provision of the Services by Us or the services provided by You to Your Clients including without limitation the Estate Agents Act 1979; The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; Regulation of Investigatory Powers Act 2000; The Data Protection Act 1998; The Privacy and Electronic (EC Directive) Regulations 2003 (as amended); The Housing Act 2004; The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007; the Consumer Protection from Unfair Trading Regulations 2008; the Business Protection from Misleading Marketing Regulations 2008; and the UK Code of Non-Broadcasting Advertising, Sales Promotion and Direct Marketing Code (Cap Code) as amended.

"Renovate Me" means Renovate Me Limited registered in England and Wales whose registered address is Suite 7, 8 Shoplatch, Shrewsbury, Shropshire, SY1 1HF and whose Registered Number is: 09184517

"Us" or **"Our"** or **"We"** is a reference to Renovate Me.

"Services" means the services provided by Renovate Me which are described in greater detail in the Product Guidelines.

"Term" means the fixed term set out in the Membership Application Form.

"User" means consumers that use the Platforms.

“**User Data**” means all personal data and other information relating to Users and provided by or derived from Users whilst using the Platforms and/or Telephone Services.

“**Virus**” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of the Platforms, or any software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the User experience, including worms, trojan horses, viruses and other similar things or devices.

“**Website**” means the Renovate Me website located at www.renovateme.co.uk or such other url as Renovate Me may nominate from time to time.

“**You**” or “**Your**” means the person who has applied for Membership as identified on the Membership Application Form.

“**Your Client**” means an Agent, Developer, Landlord and/or Property Owner.

“**Your Data**” means all personal data, property information, property values, photographs, images, property plans and any other information provided by You (or by a third party on Your behalf) to Renovate Me and which may include data about Your Client.

- 1.2 In these Conditions, a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to the singular shall include the plural and vice versa. A reference to a party includes its successors or permitted assigns. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any phrase introduced by the terms “**including**” “**include**” or “**in particular**” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to “**writing**” or “**written**” includes e-mails.

2 THE CONTRACT

- 2.1 The Membership Application Form constitutes an offer by You to purchase the Services in accordance with these Conditions. The Membership Application Form shall only be deemed to be accepted when Renovate Me issues written acceptance of the Membership Application Form at which point and on which date the Contract shall come into existence (“**Commencement Date**”) and You shall become a “**Member**”. Renovate Me does not have to give any reason for declining an application for Membership.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 The Services are described in greater detail in the Product Guidelines.
- 2.4 If there is any conflict between the terms of these Conditions and the Product Guidelines or Membership Application Form, the terms of these Conditions will prevail.

3 THE SERVICES

- 3.1 Renovate Me shall supply the Services to You in accordance with these Conditions. You will only be entitled to those Services as specified in Your Membership Application Form.
- 3.2 Renovate Me shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Services. Renovate Me shall notify You in any such event.
- 3.3 You may request the provision of further Services at any time in writing and Renovate Me may recommend further Services to You at any time in writing.
- 3.4 Subject to clause 3.5, Renovate Me will use its reasonable endeavours to maintain the availability of the Platforms and will use reasonable endeavours to provide the Services.
- 3.5 You acknowledge that access to the internet, mobile phone networks and other communication media required for the provision of the Services are inherently associated with risk including viruses, data security, and piracy, availability of the services and reliability of transmission. Renovate Me does not warrant that any of the Services will be provided without interruption or error-free. Renovate Me reserves the right to suspend all or part of the Services as may be necessary to undertake routine or emergency maintenance from time to time.

4 YOUR OBLIGATIONS

- 4.1 You shall:
- 4.1.1 ensure that the terms of the Membership Application Form, Your Data and any other information that You provide to Renovate Me are complete, accurate and not misleading;
- 4.1.2 co-operate with Renovate Me in all matters relating to the Services;
- 4.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the operation of Your business and observe, perform and comply in all respects with the Relevant Legislation and Codes;
- 4.1.4 act (and will procure that Your Client acts) at all times in accordance with best professional practice and not carry on business in a manner which is unbecoming of a Renovate Me member (in Renovate Me’s reasonable opinion); and
- 4.1.5 provide to Renovate Me valid functioning email addresses and telephone numbers. If Your nominated contact methods are not able to receive incoming calls or messages, Renovate Me will not be liable for any loss You suffer as a result of not receiving calls or emails.

5 CHARGES AND PAYMENT

- 5.1 If Your Membership is accepted, for the duration of the Term and thereafter You will pay our Membership Charges for the Renovate Me services You select and use.
- 5.2 After expiry of the Term, Renovate Me may vary the Charges from time to time. You will be given 30 days' notice of any increase in the Charges and Renovate Me will send to You an amended Price Schedule.
- 5.3 Unless otherwise specified, Renovate Me shall raise invoices for the Services which are payable in advance. Payments must be made by Direct Debit or PayPal. Direct Debit and PayPal payments will be taken approximately 5 days after the invoice date. If You dispute any amount raised in an invoice then You must notify Renovate Me within 5 Business Days from the date of the invoice.
- 5.4 The Charges are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**").
- 5.5 Renovate Me's VAT Registration No. is 199 7271 45. VAT is payable on all Charges.
- 5.6 Without limiting any other right or remedy of Renovate Me, if You fail to make any payment due to Renovate Me under the Contract by the due date for payment ("**Due Date**"), Renovate Me shall have the right to charge interest and reasonable legal fees in accordance with the EU Directive 2011/7/EU on Combating Late Payment in Commercial Transactions until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. Renovate Me may also charge an administration fee of £20.
- 5.7 If You fail to pay any amount by the Due Date then Renovate Me may (in addition to any other rights that it may have) treat the Contract as terminated or suspend the Services until such time as all amounts are paid in full with interest.
- 5.8 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and shall not be entitled to assert any credit, set-off or counterclaim against Renovate Me in order to justify withholding payment of any such amount in whole or in part.

6 INTELLECTUAL PROPERTY OWNERSHIP AND USE

- 6.1 Renovate Me owns all of the Intellectual Property Rights in its Brand. You have no right to use the Brand.
- 6.2 Renovate Me is the exclusive owner of and controls all rights in the Platforms. All Intellectual Property Rights in or arising out of or in connection with the Platforms and the Services are owned by Renovate Me (or its licensors) and nothing in this Contract shall grant to You any right, title or interest in the same.

7 DATA OWNERSHIP AND USE

- 7.1 Your Data will remain in Your ownership when provided to Renovate Me. Renovate Me is a data processor of Your Data for the purposes of the Data Protection Act 1998 in the provision of the Services. You grant to Us a non-exclusive perpetual worldwide royalty-free licence to:
- 7.1.1 to use Your Data (either on its own or in combination with other data owned by Us or licensed to Us) in:
 - 7.1.1.1 the provision of the Services;
 - 7.1.1.2 Renovate Me marketing activities; and
 - 7.1.1.3 the development, provision and promotion of new products and services from time to time provided by Renovate Me;
 - 7.1.2 transfer or sell all or any part of Your Data to third parties for use or publication by them or to enable them to provide a service to Us or You.
- 7.2 Renovate Me remains the owner and data controller of User Data in Renovate Me's possession. In order to provide the Services Renovate Me will transfer User Data to You subject to the terms set out in this clause 7. You acknowledge that You are a data controller of all copies of User Data made available to You by Renovate Me.
- 7.3 Both parties will observe and perform their respective obligations set out in the Relevant Legislation and Codes regarding Your Data and the User Data. The Member will not transfer User Data to third parties unless it has the User's consent to do so.
- 7.4 Both We and You warrant to each other, having regard to the state of technological development and the cost of implementing any measures, they will take appropriate technical and organisational measures against the unauthorised or unlawful processing of data (whether User Data or Your Data) and will take reasonable steps to ensure compliance with those measures.
- 7.5 It is Your responsibility to ensure that You have all of the technical equipment and requirements necessary to receive the benefit of the Services and to safely and securely transmit Your Data to Renovate Me.
- 7.6 Your Data will be reformatted by Renovate Me so that it can be processed by the Platforms ("**Reformatted Data**"). Renovate Me will use reasonable endeavours to ensure that the Reformatted Data is not altered in such a way as to materially misrepresent any of the information contained within it. Renovate Me is under no obligation to check the accuracy of Your Data but may at any time refuse to upload onto the Platforms or remove from the Platforms any or all Reformatted Data which in Renovate Me's reasonable opinion:
- 7.6.1 is or could be inaccurate, offensive, illegal or immoral;
 - 7.6.2 does or could potentially infringe any third party Intellectual Property Rights or contain any third party confidential information;
 - 7.6.3 does or could cause harm to others or to Renovate Me (or to both);
 - 7.6.4 does not conform with the requirements set out in the Technical Guidelines; or
 - 7.6.5 is provided or published onto the Platforms against the wishes of Your Client or the actual owner of the property to which the Reformatted Data relates.

- 7.7 You warrant that Your Data:
- 7.7.1 is within Your exclusive ownership and control;
 - 7.7.2 will not (in Renovate Me's reasonable opinion) have a detrimental affect on the availability, functionality or quality of the Platforms;
 - 7.7.3 is free from Viruses and will comply with the Technical Specification in all respects;
 - 7.7.4 does not, when reformatted by Renovate Me and published on the Platforms, breach any law or regulation (including the Relevant Legislation and Codes) and does not infringe any third party Intellectual Property Rights.
- 7.8 You shall indemnify and hold Renovate Me harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Renovate Me as a result of or in connection with:
- 7.8.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of Your Data (including Reformatted Data); or
 - 7.8.2 any use or misuse of the Brand; and
 - 7.8.3 any breach by You of the Contract or any negligent act or omission committed by You.
- 7.9 You shall not use data sourced from Us or which references Your relationship with Us without Our prior written consent.

8 CONFIDENTIALITY

- 8.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Renovate Me, its employees, agents or subcontractors, and any other confidential information concerning Renovate Me's business or its products or its services which You may obtain. You shall restrict disclosure of such confidential information to such of Your employees, agents or subcontractors as need to know it for the purpose of discharging Your obligations under the Contract and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind You. This clause 8 shall survive termination of the Contract.

9 LIMITATION OF LIABILITY

- 9.1 Clause 9.2 sets out Renovate Me's entire financial liability to You in respect of any liability from or connected to Your Membership. Nothing in these Conditions shall limit or exclude Renovate Me's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.
- 9.2 Subject to clause 9.1:
- 9.2.1 Renovate Me shall under no circumstances whatsoever be liable to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of reputation, loss or damage to Your Data (including Reformatted Data) or any indirect or consequential loss arising under or in connection with the Contract; and
 - 9.2.2 Renovate Me's total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the Liability Cap.
- 9.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4 This clause 9 shall survive termination of the Contract.

10 TERM AND TERMINATION

- 10.1 Subject to clause 10.2, this Contract will come into effect on the Commencement Date and continue for the Term and, following the end of the Term, continue thereafter until terminated by either party giving notice equal to the Notice Period.
- 10.2 Renovate Me may terminate this Contract immediately if:
- 10.2.1 You commit any breach of these Conditions and, if that breach is capable of remedy, You fail to remedy such breach within 14 days of being notified of the breach in writing;
 - 10.2.2 an order is made or a resolution is passed for Your winding-up or an order is made for the appointment of an administrator to manage Your affairs, business and property 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 to You 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 Your 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 or bankruptcy order or You take or suffer any similar or analogous action in consequence of debt or (being an individual) are deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply or (being a limited liability partnership) suffer any similar or analogous event in consequence of a debt;
 - 10.2.3 You undergo a change of Control; or
 - 10.2.4 Where a dispute arises under this Contract and
 - 10.2.4.1 is completed without the satisfactory resolution of the said dispute in Renovate Me's reasonable opinion; or
 - 10.2.4.2 subsequently abandoned due to Your failure to participate in the Breach Process after reasonable

efforts have been made to resolve the dispute by Renovate Me.

- 10.3 Without prejudice to any other rights set out in these Conditions, if Renovate Me has reason to suspect that You are not willing or able to comply with the terms of the Contract then Renovate Me can immediately suspend the provision of the Services and carry out a full review of Your Membership and Your Data in order to assess Your suitability as a Member. You will be responsible for Renovate Me's reasonable costs incurred in carrying out such a review. If at the end of the review Renovate Me is of the opinion that You are not suitable to continue with Your Membership then Renovate Me may terminate the Contract by serving written notice on You equal to the Notice Period.
- 10.4 On termination of the Contract for any reason:
- 10.4.1 You shall immediately pay to Renovate Me all of Renovate Me's outstanding unpaid invoices and interest;
 - 10.4.2 in respect of Services supplied but for which no invoice has been submitted, Renovate Me shall submit an invoice, which shall be payable by You immediately on receipt;
 - 10.4.3 You shall return all products, materials or other items which contain Renovate Me's Brand or, at Renovate Me's sole discretion and instruction, destroy all such products materials and other items; and
 - 10.4.4 You shall permanently erase or delete any of Renovate Me's Confidential Information which is in Your possession or control;
 - 10.4.5 You shall immediately cease using all of Renovate Me's Intellectual Property Rights;
 - 10.4.6 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected;
 - 10.4.7 the licence in clause 7.1 shall continue unaffected; and
 - 10.4.8 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11 GENERAL

- 11.1 Renovate Me shall not be in breach of this Contract nor liable for delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 11.2 Renovate Me may update or amend these Conditions or the Product Guidelines from time to time as per the terms of this clause 11.2.
- 11.2.1 If Renovate Me wishes to amend these Conditions, You will be notified of the amendments at least 7 days prior to the change taking effect (the "**Amendment Notice Period**"). You are entitled to object to any updates or amendments by notifying Us in writing within the Amendment Notice Period. The parties shall then attempt to resolve Your objection within 7 days from the date that Your objection notice is deemed to be received by Renovate Me. If a resolution cannot be reached within the said time period then this Contract may be terminated by either party within 2 Business Days of serving notice on the other such notice to last for the Notice Period. The change will not apply to You during the Notice Period. If Renovate Me does not receive notification of Your objection within the Amendment Notice Period then You will be deemed to have agreed to the change which shall become binding upon You on the expiry of the Amendment Notice Period.
 - 11.2.2 Renovate Me may from time to time amend the Product Guidelines. It shall do so by posting the updated version of the amended Guidelines onto the Website which show the changes made. The changes shall be binding on You from the date that the amended version of the Guidelines are posted onto the Website. Renovate Me shall notify You by email prior to posting an updated version of a guideline to the Website.
- 11.3 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions to the Contract, shall only be binding when agreed in writing and signed by Renovate Me.
- 11.4 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage or by email to the Member at the address details provided in the Membership Application Form or such other address as one party may notify to the other in writing from time to time. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, on the next Business Day of transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.5 Renovate Me accepts no liability for the use of any services promoted by Renovate Me to the Member and if the Member elects to use such services then it does so subject to that service provider's terms and conditions.
- 11.6 These Conditions and the documents referred to in them are the entire agreement between the parties with regard to their subject matter and no other terms, conditions, warranties or statements (unless fraudulent) will apply. Each party acknowledges that in entering into the Contract it does not do so on the basis of, and does not rely on any representation (unless made fraudulently) warranty or other provision not expressly contained in these Conditions and the documents referred to in them. If a court decides that any part of these Conditions or the documents referred to in them cannot be enforced, the offending clause or wording will not apply but the rest of the document will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Conditions or the documents referred to in them shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under the Contract without Renovate Me's prior written consent. With the exception of any member of Renovate Me's Group, no one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 11.7 This Contract 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. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1
PRODUCT GUIDELINES

DEFINITIONS

“Additional Products” means the additional Services and / or products, which You can purchase on top of your General Membership.

“Additional Product Form” means the form You complete when committing to purchase Additional Products, or an alternative Package. This form details the Additional Products and/or Packages to be taken, the rates that are applicable for those Products and/or Packages and the minimum contract length for those Additional Products or Packages

“Feature Box” means any one for the feature boxes shown on the home page and properties section of Our Website from time to time.

“General Membership” means the basic Services to which You are entitled in return for your General Membership Fee.

“Package” means one of our alternative membership contract options.

“Package Threshold” means your minimum net product spend (e.g. after all Package discounts) required for you to remain eligible for Your Package.

“Renovate Me” means Renovate Me Limited registered in England and Wales whose registered address is Suite 7, 8 Shoplatch, Shrewsbury, Shropshire, SY1 1HF and whose Registered Number is: 09184517 and whose VAT Registration Number is 199 7271 45.

“Us” or “Our” or “We” is a reference to Renovate Me

“Website” means the Renovate Me website located at www.renovateme.co.uk or such other url as Renovate Me may nominate from time to time.

“You” or “Your” means the person who has applied for Membership as identified on the Membership Application Form.

GENERAL

1. These Product Guidelines should be read in conjunction with the Renovate Me General Membership Terms & Conditions.
2. If there is any conflict between the Product guidelines and the Renovate Me General Membership Terms & Conditions, the Renovate Me General Terms and Conditions prevail.
3. By applying for Renovate Me Additional Products or Packages detailed on the Additional Product Form(s) You acknowledge and confirm that:
 - 3.1. Your Membership shall be subject to both our current General Membership Terms and Conditions, as well as the current Product guidelines;
 - 3.2. You will comply with all obligations contained in the Product and Package guidelines that apply to the Product or Package that you have purchased; and
 - 3.3. If in Our opinion You breach these Product and Package guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product or Package for the remainder of the contract term.
4. Products or Packages purchased by You may be terminated or suspended by You or Us in accordance with Clause 10 of our General Membership Terms and Conditions.
5. If Your Package is terminated by You or Us, you agree to pay the prevailing rate for your General Membership and any Additional Products you continue to purchase.

PRODUCT GUIDELINES

1. General Product Guidelines

- 1.1. We reserve the right to remove any properties from our Website which:
 - 1.1.1. contain property images or text relating to anything other than a property for sale, including, but not restricted to, images of properties modified to include other text or;
 - 1.1.2. are not currently for sale or;
 - 1.1.3. contain logos which are not a unique trading style of Your business or which do not belong to You.
- 1.2. If you are an individual, We shall review and verify your property listing before uploading it to Our Website.

2. Property Products

- 2.1. Product description:
 - 2.1.1. Property displayed on our Feature Boxes will appear as We may in Our sole discretion provide to Users.
- 2.2. Product pricing:
 - 2.2.1. Feature Boxes are charged per calendar month, per box, on a subscription basis. Any 'part month' period will be charged pro-rata to the full calendar month cost. The charges per Feature Box vary in accordance with their location on our Website.
 - 2.2.2. Where a Feature Box has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Feature Box 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.

- 2.2.3. if You are an individual, and wish to advertise multiple plots for sale in one site location, Our charges shall be limited to one flat rate fee for that site as indicated on the Membership Application Form. If multiple plots hold more than one postcode, a property listing must be purchased for each individual postcode.
- 2.3. Product usage constraints:
 - 2.3.1. Feature Boxes will be allocated to properties by Us.
 - 2.3.2. You will ensure that an individual property listing will only appear in a single Feature Box purchased by You at any time.
 - 2.3.3. Each of Your property listings must relate to one postcode only. Plots which hold more than one postcode must be advertised on one property listing per postcode.
 - 2.3.4. You have the right to nominate any one of Your property listings to appear in a Feature Box, provided that:
 - 2.3.4.1. any such properties are currently offered by You as 'for sale' or 'for let' and;
 - 2.3.4.2. You or Your Client have received an instruction at Your location to which the Feature Box is allocated from a third party to sell/ let such property or land .
 - 2.3.5. You may, at Your discretion, change the property listing which is displayed in a Feature Box. We do reserve the right to restrict at Our discretion the number of times each property is nominated by You to appear in a particular Feature Box.
 - 2.3.6. If You ask Us to change the property listing displayed in a Feature Box, We reserve the right to limit such changes to 1 per week for each Member.

3. Advertisement Guidelines

- 3.1. "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.
- 3.2. All Advertisements in the UK, including marketing claims made on websites, must comply with The UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code).
- 3.3. You agree that, where Your Advertisement includes any form of promotion or offer from You, the following text (or such alternative text which We approve in writing before it is used) will appear within the advertisement. "Conditions Apply – Contact agent for details" and the text will appear in a format that We in Our sole discretion decide will be legible to a User viewing the Advertisement. We reserve the right to suitably amend any advertisement copy or layout which You submit to Us for publication to ensure that it complies with this condition.
- 3.4. We reserve the right to remove any Advertisement which, in Our opinion, is in breach of these Terms
- 3.5. Your Advertisement will appear on such pages as We may in Our sole discretion provide to Users.
- 3.6. 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.
- 3.7. We reserve the absolute right in Our sole discretion to:
 - 3.7.1. Refuse to approve and display any particular designs of Advertisement; and/or
 - 3.7.2. Restrict the display of images, emblems and logos; and/or
 - 3.7.3. Refuse to apply any particular link to Your Advertisement; and/or
 - 3.7.4. Remove a logo or image from Your Advertisement if the applied logo or image is not a unique trading style of Your business or if You cannot prove to Our reasonable satisfaction that You have the right to display a logo or image which does not belong to You; and/or
 - 3.7.5. Create and apply guidelines that may restrict the content of Advertisements and prevent advertising for certain services.
- 3.8. 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.
- 3.9. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Advertisement 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 Advertisement, by reference to the time period during which the product was no longer made available to You by Us.
- 3.10. Proof of advert will be sent to the email address supplied two full working days prior to going live on site. We reserve the right to make the Advertisement (s) live if We do not hear from You within those two working days.

4. Offer Guidelines

- 4.1. Offers will apply only to You where You are specifically notified by Us of Your qualification.
- 4.2. Any offer expiry date will be detailed on your membership form and will be separate to the go live dates of your General Membership and/or Additional Products.
- 4.3. We reserve the right to withdraw the availability of any offer at any time.