

Reforming Competition and Consumer Policy Response from Rightmove

INTRODUCTION

1. Rightmove PLC and Rightmove Group Limited (together “**Rightmove**”) makes this submission (“**Submission**”) in response to the Department for Business, Energy and Industrial Strategy’s consultation on Reforming Competition and Consumer Policy (the “**Consultation**”).

2. Contact details for any further correspondence are set out below:

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3. Rightmove considers the entire content of this Submission and the fact that Rightmove has made this Submission to the Department for Business, Energy and Industrial Strategy to be confidential. Any disclosure of this information and/or the Submission to third parties without Rightmove’s consent would significantly harm Rightmove’s legitimate business interests.
4. Rightmove has responded to the sections of the Consultation which it deems to be relevant to its business.

CONSUMER RIGHTS

Question 30: Do you agree with the description of a subscription contract set out above? How could this description be improved?

5. Rightmove agrees with the description of a subscription contract as a contract between a consumer and trader over a period of time for the supply of goods, a service or digital content. Rightmove suggests adding to this definition that such consumers are required to make ongoing payments in exchange for the goods, service or digital content (as applicable) to further clarify the circumstances in which the relevant guidance would apply.

Question 37: What would be the impact of proposals regarding long-term inactive subscriptions have on traders' business models?

6. Rightmove considers that the removal of inactive subscriptions to avoid ongoing charging of consumers is necessary for consumer protection.
7. Rightmove would however suggest that, subject to appropriate data protection consents being in place, such proposals should not include removal of this type of consumer from marketing databases. Rightmove considers that to remove such consumers from marketing would be to the detriment of traders' business models particularly as marketing communications do not result in a consumer being charged for goods, a service or digital content which it is not using.

Question 38: What do you consider would be a reasonable timeframe of inactivity to give notice of suspension?

8. Rightmove considers that a period of one year would be a reasonable timeframe of inactivity after which to give notice of suspension to consumers.

Question 41: Are there certain contract types or types of goods, services, or digital content that should be exempt from the rules proposed and why.

9. Rightmove considers that there are certain types of goods, services, or digital content which should be exempt from the rules proposed. These include contracts for insurance, because homes and contents require protection and additionally there is often a legal requirement for insurance to be in place in certain circumstances (for example, a requirement of assured shorthold tenancies; of property licences; or of mortgages). The same applies to rent guarantee insurance, which is a requirement of some lenders. An interruption in supply could result in serious harm to consumers.

Question 47: Do you think government or regulators should do more to address (a) ‘drip pricing’ and (b) paid-for search results that are not labelled accordingly, as practices likely to be breached under the CPRs?

10. ‘Drip pricing’ is not applicable to Rightmove, therefore Rightmove does not have an opinion as to subsection (a) above.
11. Regarding paid-for search results, Rightmove considers that governments or regulators should do more to address those which are not labelled accordingly. In Rightmove’s view, currently businesses can be put at a disadvantage to its competitors by its compliance. There is a requirement for much greater guidance on key aspects of how to implement consumer protection laws in order to ensure a consistent approach across businesses which in turn facilitates greater compliance, improved consumer protection and aids enforcement.
12. Rightmove believes that the term “paid-for search results” needs further clarification and explanation. As an example of the different nuances which are raised by the term, in Rightmove’s case, its business model is based on its customers (estate agents, lettings agents and new homes developers) listing residential properties for sale or rent on its online portal. Consumers looking to purchase a property can view these properties on Rightmove’s platform free of charge and make enquires directly with the estate agent, lettings agent or new homes developer. Customers pay a monthly subscription to the online portal (therefore in essence all listings are paid for) and also have the ability to purchase additional products; for example, a “Featured Property” product which highlights their listing in a different colour and at the top of the search page. In addition, Rightmove charges (a) existing customers and (b) third parties with home-related products to advertise their products or services on the platform. Rightmove does not consider that these various advertising streams should fall within paid-for advertising and believes that further clarification is needed to distinguish between the different areas.
13. An additional facet in Rightmove’s case is that the result of a promotional advert for a property listing is a viewing, and not a transaction.

Question 50: Are there any redundant or unnecessarily burdensome requirements to provide information or other reporting requirements, which burden businesses disproportionately compared to the benefits they bring to consumers?

14. It is Rightmove’s view that in the context of digital marketplaces, it needs to be clearer whether it is the platform, such as Rightmove, that is responsible for the compliance of its customers, or the customers themselves (Rightmove’s customers are explained in paragraph 12 above) which are responsible for compliance. Rightmove believes that the platform should

not be responsible as, in Rightmove's case, it does not have visibility of the particular product or service being offered to consumers.

15. In addition, the Consumer Protection Regulations are broad and vague, therefore, Rightmove believes that specific industries need a definitive list where possible in order to comply (in Rightmove's case, a list which is similar to the now repealed Property Misdescriptions Act). This would give platforms a better ability to set rules and logic which assist in compliance.

CONSUMER LAW ENFORCEMENT

Question 75: Does the business guidance currently provided by advisory bodies and public enforcers meet the needs of businesses? What improvements could be made to increase awareness of consumer protection law and facilitate business compliance?

16. The business guidance currently provided by advisory bodies and public enforcers is not always sufficient in meeting the needs of businesses as they are often open to interpretation, therefore creating a lack of consistency. In turn, this makes compliance more difficult as businesses do not have certainty over what they need to do in order to comply with the law.