

1. Parties

Purple Frog: Purple Frog Asset Management, a company registered in England and Wales (company number 14323557) whose registered office is at 47 Calthorpe Road, Birmingham, B15 1TH.

The Client: Client name (including full corporate name, name of individual or partnership and trading name):	EXAMPLE
Main contact, first name:	EXAMPLE
Main contact, last name:	EXAMPLE
Company number (where the Client is a company):	
Postal address:	189 Dawlish Road Selly Oak Birmingham B29 7AW
Mobile phone number:	0777777777
Email address:	

2. Effective date and minimum term

This agreement shall come into force on 14/07/2023 and continue for a minimum period until , and will continue thereafter until one months' notice is given by either party to the other in writing.

3.1 Fees (inclusive of VAT)

Search fee (% of gross sale price):	
Viewing fee (including summary report):	
Registration fee:	£0

3.2 Changes to VAT

If Value Added Tax (VAT) rises above 20%, Purple Frog reserve the right to pass on that increase to The Client; e.g. a fee of 14% inc VAT at 20% would increase to 14.58% inc VAT at 25%.

4.1 Registration Fee

The Registration Fee is payable by The Client upon signing this Agreement. Purple Frog reserves the right to not provide services until the Registration Fee is paid.

4.2 Viewing Fee

Where you instruct us to carry out a viewing on your behalf, you agree to pay Purple Frog the Viewing Fee within 7 days of receiving out invoice.

4.3 Property Search Service

We will act on your instructions in good faith and based upon the criteria supplied by you, The Client. We will select a number of properties from those available on or off the market and present such properties to you for your consideration and for you to select from.

We will charge a percentage of the purchase price, the Search Fee, as quoted above and this fee will be payable upon completion via invoice to your solicitor and to be settled from the final balance within 7 days of completion.

You authorise your solicitor to pay Purple Frog the Search Fee due of the purchase price of any properties introduced by Purple Frog within seven days of completion of the purchase of the property.

For the avoidance of doubt, we will not offer financial advice in connection with the purchase or in relation to financial products to aid you in the purchase as we are not authorised to do so, you must seek the guidance of a financial advisor or mortgage broker.

We will not carry out a survey on any of the subject properties or the facilities they provide, it will be your responsibility to organise any surveys required.

We will NOT check the Lease for Leaseholder consent in relation to any lettings or works you may be planning to carry out at the property you will need to check this yourself through your solicitor.

We will not advise on local planning laws. Any consents required will need to be sought by yourself as and when applicable if you are planning to extend or change the use of a property.

4.4 Offers put forward to The Client

For the avoidance of doubt, we wish to make The Client aware that any offers put forward do NOT constitute a valuation and any figure we advise be put forward as an offer is given in good faith but is not based upon our formal valuation of the property.

4.5 Our service, post offer and before completion

- ✓ Monitor the progress of the purchase.
- ✓ Report information deemed helpful in bringing the transaction to fruition.
- ✓ Assist where possible, as requested in writing.
- ✓ Keep The Client informed of progress along with any professionals involved in the chain.

4.6 Entitlement to fees

(i) We shall be entitled to our fee whether instructed verbally or in writing.

(ii) We shall be entitled to our Search Fee even after the termination of this agreement if The Client goes on to exchange contracts on a property, the details of which we have previously provided to The Client, even if this property is later introduced through another agent within 12 months of the date this Agreement was terminated.

(iii) Any sums due to us by yourself under these Terms and Conditions shall, if not paid on the due date, be subject to interest at the rate of 4% above base rate of the Bank of England from time to time, which shall accrue on a daily basis from the date such sums become due until payment.

5. Commissions from third parties

In the normal course of business we will be offered commissions by third parties, such as insurance companies, to whom we might introduce our clients' business. We will not solicit such commissions but will select such companies on the basis of their competence and/or availability.

If we are satisfied that our clients' interests are not adversely affected then we may accept such commissions for our own benefit and not account for them to our clients.

6. Splits with other agents

We reserve the right to give to other agents details of your requirements on a commission-sharing basis in the absence of instructions to the contrary. No additional commission is payable by you.

7. Indemnity

(i) The Client undertakes to indemnify us against all costs and expenses properly incurred by us in lawfully carrying out our duties on his behalf by virtue of these Terms and Conditions.

(ii) If The Agent reasonably suspects any funds paid or payable under these Terms and Conditions or otherwise represent the proceeds of activities involving criminal acts, we will immediately take such action as is required of us by law.

(iii) The Agent agrees to keep in force Professional Indemnity Insurance

8. Termination of this Agreement

The Agreement detailed in these Terms and Conditions may be terminated for any reason by either party serving no less than one month's prior written notice of their intention to terminate under the following conditions:

(a) If such intent to terminate is as a result of a breach or default of this Agreement, the party in breach or default will be given 30 days from the service of notice to remedy the breach or default, upon which the Agreement will continue.

(b) This Agreement will be immediately terminated in the event of the insolvency or bankruptcy of The Client or at commencement of any legal proceedings against The Client.

(c) In the event that either party terminates this Agreement it shall be without prejudice to any claim by either party against the other in respect of any monies due to any breach of the terms outlined in this document.

9. Complaints

We are certain you will be satisfied with our service but if you have any concerns we operate a formal complaints procedure which can be found on our website www.purplefrogproperty.com/contact-us/not-happy/. We are a member of the The Property Ombudsman, abide by its Code of Practice, and cooperate with and accept any decision of the Ombudsman in any investigation.

10. Fair contractual terms

(i) Under the Unfair Terms in Consumer Contracts Regulations 1999 we are legally required to ensure that this agreement is fully understood by and acceptable to The Client.

(ii) If you have any questions please let us know. By signing and returning this Agreement you are accepting the terms included therein.

11. Performance of this Agreement

Should the right to cancel be exercised The Client will be liable for reasonable expenses incurred. An estimate of these costs will be provided on request.

Should the purchase of a property be agreed prior to cancellation the agreed fee will be due, notwithstanding that cancellation took place.

12. Definitions

"The Property" The Property specified in the instruction or any part thereof together with any common ways or shared facilities and any fixtures fittings and furniture belonging to The Client

"Day" or "Calendar Day" any day of the year, including Saturdays, Sundays and bank holidays

"Working Day" a day that is not a Saturday or Sunday nor any day that is a bank holiday under the Banking and Financial Dealings Act 1971 or any customary or public holiday in England and Wales.

Cancellation period

Where this contract is signed by the consumer client (you) during a visit by us to your home or place of work or any other place away from our business premises, you have a right to cancel the contract under the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations 2008.

Cancellation will be accepted if it is in writing and sent by post or electronic mail (sales@purplefrogproperty.com) or delivered by hand to Purple Frog Sales Limited, 47 Calthorpe Road, Birmingham, B15 1TH, within 14 days of the date of this contract. A form of cancellation can be provided by us for this purpose if requested.

Please tick the box below to confirm that you wish us to start providing the service immediately. You acknowledge that you will lose your statutory right to cancel as a consumer within the 14-day cooling off period and that you agree to waive these cancellation rights. If you do not tick this box and are a consumer, we will wait 14 days before starting to provide the services.

Please start providing the services immediately.

Signatures

Where The Client is a limited company or partnership, at least one Director/Partner must sign this agreement.

The Client agrees to formally instruct Purple Frog and both parties each agree to abide by this Search Service Agreement.

Signed by a duly authorised signatory of The Client

Signature:

Print name:

Position:

Date:

Signature:

Print name:

Position:

Date:

Signed by a duly authorised signatory of Purple Frog

Signature:

Print name:

Position:

Date:

