

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.

Vendor: Vendor 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 vendor 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 of Sole Agency and Sole Selling rights

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

3.1 Fees, per property (inclusive of VAT)

Sales fee (% of gross sale price):	
Energy performance certificate:	£ per property (max 7 beds), + £5 per bedroom thereafter
Floor plan fee:	£ per property (max 7 beds), + £5 per bedroom thereafter
Certificate of lawful use application fee:	
Abortive fee:	

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. Details of your property(ies) for sale

5. Service details - what we'll do for you

- ✓ Provide a sales valuation of the property(ies) and offer advice as required.
- ✓ Advertise as necessary across our marketing platforms.
- ✓ Arrange and conduct viewings.
- ✓ Take offers from interested parties, share them with you, and negotiate a sale where possible.
- ✓ Prepare a memorandum of sale and share with vendor and purchasers' solicitors.
- ✓ Take reasonable steps to progress the agreed sale to completion.

6.1 Sole selling rights

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, in each of the following circumstances—

- if unconditional contracts for the sale of the property are exchanged in the period during which we have sole selling rights, even if the purchaser was not found by us but another agent or by any other person, including yourself;
- if unconditional contracts for the sale of the property are exchanged after the expiry of the period during which we have sole selling rights but to a purchaser who was introduced to you during that period or whom we had negotiations about the property with during that period.

6.2 Sole agency

You will be liable to pay remuneration to us, in addition to any other costs or charges agreed, if at any time unconditional contracts for the sale of the property are exchanged—

- with a purchaser introduced by us during the period of our sole agency or with whom we had negotiations about the property during that period; or
- with a purchaser introduced by another agent during that period.

A purchaser deemed to be introduced to the property by us where that person through our activity learns directly or indirectly about the opportunity to buy the property. This includes but is not limited to persons learning about the property through another person (other than an estate agent) or a marketing medium promoting the property, such as, newspaper advertising, internet advertising, leaflets or otherwise.

7. Notice

The notice may be served during the period of the sole agency to expire at the end of the agreed period or may be served at any time after the original agreed period has expired.

Notice must be given in writing, to Purple Frog's registered address, or via email to sales@purplefrogproperty.com.

8. Multiple agency

Unless you have our written consent, you agree not to appoint any other estate agent for the duration of our sole agency agreement. If you appoint another agent during the sole agency period, you will then be liable to pay our fees at our standard multiple agency rate of 3% + vat of the gross sale price.

9. Sale means

Any transfer of assets, such as shares in a company, or any other form of transfer which has the effect of moving control of the property to another party is deemed to be a sale of the property for the purposes of this agreement. If no or only a normal sale price is stated then the relevant sale price will be the market value at the time of the sale.

10. Disclosure obligation

If you sell the property privately or through another estate agent you must disclose to Purple Frog the identity of such purchaser prior to exchange of contracts.

11.1 Sale Fee

Unless we agree a fixed fee with you, Purple Frog's fees are a percentage of the actual gross sale price achieved (including vat at the prevailing rate). The gross sale price will include any extra monies paid for fixtures and fittings.

You authorise any solicitor acting on your behalf in the sale of this property(ies), to deduct fees due to us directly from the proceeds of the sale and pay them to Purple Frog.

11.2 Abortive fee

A purchaser is a "ready, willing and able" purchaser if they are prepared and able to exchange unconditional contracts for the purchase of your property.

You will be liable to pay remuneration to us (the Abortive Fee), in addition to any other costs or charges agreed, if such a purchaser is introduced by us in accordance with your instructions and this must be paid even if you subsequently withdraw and unconditional contracts for sale are not exchanged, irrespective of your reasons.

11.3 Certificate of lawful use application fee

If required and instructed, we will make a planning application to the relevant Local Authority to request a Certificate of Lawful Use for your property based on information you provide. We cannot guarantee the success of the application. This fee is for Purple Frog's service, further fees will need to be paid to the Local Authority by you. You agree to pay our invoice for this service within 7 days of it being issued.

11.4 Dual fee risk

If you have already appointed another agent or appoint another agent during our sole agency period, you may become liable to pay a fee to that agent as well as to ourselves and you will be at risk of paying two sets of agency fees for the sale of the property.

11.5 When fees are payable and interest

Sales fees are due and payable on exchange of contracts. However, at our discretion, payment may be made from the sale proceeds received at completion. All other fees are payable 14 days from the invoice date.

We reserve the right to charge you interest at the rate of 4% above the Bank of England base rate on the outstanding amount of all fees and expenses which have not been paid within 28 days of the relevant invoice date.

11.6 Responsibility for fees

The person(s) signing this agreement is/are responsible for paying our agency fee.

12. Photographs

All rights to photographs taken of the property by Purple Frog or any professional photographer Purple Frog have appointed remain the property of Purple Frog or the relevant professional photographer. Should you wish to have any ownership rights in such photographs you will need to agree this specifically and in writing with Purple Frog.

13. Full information

You will provide us with full information of the property and, in particular, any details that a normal purchaser would be likely to consider important when deciding to view or purchase the property(ies).

14. Anti-money laundering

You must provide us with certified copies of your passport photo-page and utility bill addressed to you at your current address which is not more than 3 months old or send us original documents which will be copied and then returned to you. We may by law be required to disclose this information to third parties and must comply with the money laundering regulations 2007. We cannot advise you of any request made or inform you of this disclosure.

15. Energy performance certificate (EPC)

In order to market your property, there must be a valid EPC (energy performance certificate) available for the property. If there is not one available, you authorise us to arrange for one to be carried out at your expense for the fee listed on page one.

16. Privacy

We will handle your data in accordance with all relevant laws and regulations on data protection and privacy. You can read our full privacy policy here: www.purplefrogproperty.com/privacy/

17. Sub agents

You authorise us to appoint a sub-agent to assist with the marketing of the property. We will be responsible for the actions of any fees due to the sub-agent.

18. 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 Redress Scheme, abide by its Code of Practice, and cooperate with and accept any decision of any investigation.

19. For sale boards

You must arrange for any other For Sale Boards to be removed. You give us authority to erect a "For Sale" board at the property and to arrange the removal of any other Agent's board currently or subsequently displayed without our consent at your property if you have not done so. We will comply with relevant legislation in doing so but you must inform us of any byelaws or restrictive covenants affecting their use.

20. Entire agreement, variation and jurisdiction

This contract sets out the entire agreement between Purple Frog and The Vendor, replaces all prior agreements and no amendment or variation to this contract will have any contractual effect unless approved in writing by a Director of Purple Frog.

The Courts of England and Wales have exclusive jurisdiction to determine any action or proceedings relating to this agreement.

Cancellation period

Please tick the box below to confirm that you wish us to start marketing your property and 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 marketing your property and starting to provide the services.

Please start marketing the property/properties and providing the services immediately.

Signatures

All owners must sign this agreement. If you are signing the agreement in any capacity other than owner (for example as trustee or under power of attorney) you must provide evidence of your authority to act in this capacity.

The Vendor agrees to formally instruct Purple Frog and both parties each agree to abide by this Sole Agency Agreement.

Signed by a duly authorised signatory of the Vendor

Signature:

Print name:

Position:

Date:

Signature:

Print name:

Position:

Date:

Signature:

Print name:

Position:

Date:

Signature:

Print name:

Position:

Date:

Signed by a duly authorised signatory of Purple Frog

Signature:

Print name:

Position:

Date:

