

Terms and Conditions

1. About Purple Frog

Purple Frog (“Purple Frog/we/our”) provides property letting and management services to landlords wishing to let out their property.

Purple Frog Asset Management Limited

Registered office:

47 Calthorpe Road, Birmingham, B15 1TH.

Registered in England and Wales No:

14323557

VAT No.

GB 423 6178 04

2. What this is

These **terms** and the **order form** (a copy of which is attached with these **terms**) together form a legally binding contract between you and us and set out the basis upon which we will provide the **services** to you. If you are unsure of your obligations under these **terms**, then you are advised to seek independent legal advice before signing.

If any of these **terms** conflict with anything contained on the **order form**, the completed **order form** will take priority.

Please ensure that you read these **terms** carefully, and check that the details on the **order form** are complete and accurate before you sign and return the **order form**. If you think that there is a mistake on the **order form** or require any changes at any point, please contact us immediately.

3. Definitions (what the words in these terms mean)

When the following words are shown in bold they have the meanings shown below.

contractor	a third party appointed by us to assist with the provision of the services .
EPC	an energy performance certificate.
event outside our control	any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
fees	the amount(s) payable by you for or relating to the services as calculated in accordance with these terms .
funds collected	any money collected by us on your behalf included but not limited to rent, utilities, council tax, and deposit deductions.
landlord/you/your	you, the landlord of the property as set out on the order form .
minimum term	the minimum period that the full management service at the property will be provided as set out on the order form
order	your instruction for the services as set out on the order form .
order form	the order form completed by you setting out all the relevant details of the services which you would like us to provide at the property .
property	the address listed on the order form where we provide the services .

services	the let only service or full management service to be provided by us to you as set out on the order form .
tenant	a tenant or occupier of the property .
terms	the overall contract between you and us made up of the order form and these terms and conditions.
website	purplefrogproperty.com or any of our other websites (as applicable from time to time).

4. About these terms

If you would like to receive the **services**, you must sign and return an **order form**.

Please be advised that by placing an **order**, you agree that we will carry out an anti-money laundering and identity check on you using the information that you provide.

If we accept your **order** to provide the **services**, we will sign and return the **order form** and at that point the **terms** will become binding on you and us. If you do not return the **order form** and we begin to start providing you with the **services** on your instruction, you will be deemed to have accepted these **terms**.

5. Services

We offer two standard **services** - the let only **service** and the full management **service**. Details of both **services** can be found on the **order form**.

Details of supplemental services are below; we will only carry out these supplemental services if we are instructed to do so in writing, the fees listed on the **order form** will be charged to you.

5.1 To let board

If local planning restrictions allow, we will erect a 'To-Let' board at your property. While all reasonable care will be taken when erecting the board, Purple Frog accept no liability for any damage caused.

5.2 Deposit protection

We will protect any deposits collected on your behalf with The Deposit Protection Service custodial scheme for the fee specified.

5.3 Fire detection system test

We will carry out fire detection system tests at specified time scales.

5.4 Single claim

If tenants do not respond to requests for deposits funds to be released to us in relation to reasonable charges made, we will complete a 'single claim' application with the relevant deposit protection company, this involves having an oath sworn in front of a solicitor or commissioner of oaths.

5.5 Bespoke tenancy agreement set up/change

Unless otherwise instructed we will use our standard tenancy agreements when setting up tenancies on your behalf. If you wish for us to use a different tenancy agreement, we can set this up on our system or have it amended.

5.6 HMO application

If requested in writing, we will complete an application for a HMO, Additional, or Selective licence on your behalf with the relevant local authority. 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.

5.7 Certificate of Lawful Use/Development Service

We will make a planning application to the relevant Local Authority to request a Certificate of Lawful Use/Development 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.

This service includes collating tenancy agreements and tenancy agreements and tenant information, preparing statutory declarations, arranging required site plans, completing the online application. If additional work is required it will be charged at the hourly rate of £95 per hour inc vat.

6. Fees

Standard fees

We will charge you our **fees** as set out on the **order form** from the date we start providing the **services**.

The **Let Only Fee** as specified in the **order form** is where we set up a tenancy agreement for a whole property.

Where a property is let on multiple tenancy agreements, unless otherwise specified in the order form, our advertised fees will apply: www.purplefrogproperty.com/landlords/fees-charges/ .

Early termination fee

If you end any **services** after we have a tenancy agreement in place or we have collected administration or holding fees from the **tenants** for our let only **service** or during the **minimum term** for our full management **service**, or without providing the required notice, you will be required to pay us an early termination **fee** as compensation to us for your breach of these **terms**. This charge is compensatory and is not subject to VAT.

Unavailability fee

You must inform us immediately if the **property** becomes unavailable (for example if you let the **property** yourself) so we can avoid taking an administration or holding fee on it. If you fail to inform us that the **property** is no longer available and we take an administration and/or holding fee, you will be required to pay to us the property unavailability fee as set out on the **order form** as compensation to us for your breach of these **terms**. This charge is compensatory and is not subject to VAT.

Abortive fee

If the basic terms of a tenancy or renewal have been agreed with you and you instruct us to proceed to sign the tenancy agreement and you then subsequently withdraw from the transaction before the tenancy agreement is signed, you agree that you will be required to pay to us the abortive fee as set out on the **order form** as compensation to us for your breach of these **terms**. This charge is compensatory and is not subject to VAT.

Delayed delivery fee

If the tenancy agreement is signed by the **tenants** and agreed by you but the **property** is not available at the start of the tenancy agreement because of your actions (for example if refurbishment works have not been completed on time), you agree that you will be required to pay to us the delayed delivery fee as set out on the **order form** as compensation to us and the **tenants** for your breach of these **terms**. This charge is compensatory and is not subject to VAT.

Additional fees

If you ask us to provide any additional or supplemental **services**, our fees will be calculated on a time spent basis adopting the following hourly rates (including VAT):

Managing Director	£395
Director	£195
Branch Manager	£70
Assistant Branch Manager	£60
Senior Property Manager	£60
Senior Tenancy Administrator	£60
Property Manager	£45
Tenancy Administrator	£45
Accounts Assistant	£45
Maintenance Assistant	£45

All our prices and other charges are affected by UK tax or duty, if this applies, including VAT at the appropriate rate. If the rate of VAT payable on the fees increases, then you agree to pay the increased rate of VAT from the date the change becomes effective.

7. Paying your fees

You agree to pay us the **fees** for providing the **services** and for other charges which apply under these **terms**. These **fees** are to be paid in British pounds sterling (inclusive of VAT charged at the applicable rate) and are payable from the day that we start providing each **service**.

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

Unless we agree otherwise, you must pay the **fees** you owe in full by the date shown on your statement or invoice. Invoices are normally payable within 14 days of receipt.

Payment will be accepted by BACS, card or cheque. Payment will not be accepted in cash.

If you genuinely think the amount of your statement is incorrect, you must still pay any amount that you do not dispute. If you wish to dispute any **fees** you must let us know as soon as possible (and in all cases within twelve months) after you have received the relevant statement or invoice.

You irrevocably agree the **fees** may be deducted from any monies held by us and otherwise due to you (including retainers, deposits and rent).

If you owe us money under these **terms** or any other contract with Purple Frog, we can move money between contracts or accounts (for example to use any money that we owe you on a **property** to pay off what you owe us at different **property**).

Failure to pay

If you fail to pay any **fees** we may impose any of the following:

- (a) contact you to arrange an alternative payment;
- (b) charge interest to you on the overdue amount from the due date at the statutory rate; or
- (c) charge you a reasonable administration charge to cover our additional costs in collecting your debt.

Please be advised that in the event of us not receiving full payment for **services** provided, we reserve the right to terminate some or all **services**.

8. General authority

You confirm that you are the sole or joint owner of the **property** and have the right to rent out the **property** and obtained permission from your mortgage lender, your head lease and/or your insurance company.

Where you own the **property** jointly, you must ensure that the joint owners are named in the tenancy agreement and that you are authorised to give instruction on behalf of the other owners.

If we have provided you with the details of the tenancy, you authorise us to sign the tenancy agreements on your behalf.

Full management service

You authorise us to carry out the property management duties listed on the **order form**. You also agree that we may take and hold deposits and comply with the requirements of any deposit protection scheme that may apply to the deposit.

You authorise us to act on your behalf in relation to any utilities or council tax matters relating to the **property**.

9. Your obligations

You agree that you will:

- pay the **fees** in accordance with these **terms**;
- comply fully with these **terms** and any reasonable instructions we give you in relation to the provision of the **services**;
- respond promptly to any correspondence or our requests;
- provide accurate information to us and ensure that this information is always kept up to date and accurate including details about the **property**, your name, address and bank details;
- provide the **property** in good and lettable condition from the start date of any tenancy agreement;
- maintain the **property** to an acceptable standard;
- ensure that the **property** has in place all necessary permissions and licenses.

Please be aware that we may (at our discretion) appoint **contractors** to assist in our providing you with the **services** and with the performance of our obligations under these **terms**.

10. Marketing the property

You agree to provide accurate information about the **property** and that we will use this information to advertise the **property**.

An **EPC** is required by law and we have an obligation to and will provide a copy of the **EPC** to any prospective **tenant** as part of the marketing of the **property**. If you do not provide us with a valid **EPC**, you agree that we may arrange an **EPC** for you for the **fee** as set out on the **order form**.

Due to local planning restrictions and voluntary codes of conduct, we may not always be able to display a "to let" sign outside the **property**.

11. Licensable HMOs

If the **property** is classified as a licensable House in Multiple Occupation (HMO), we will only be able to provide our **services** when we receive a copy of your licence or licence application.

We can help you complete a licence application or renewal for the **fee** set out on the **order form**; your request for this service must be made in writing.

You agree that you will ensure that all conditions of the licence will be complied with prior to the commencement of the tenancy.

If for any reason a variation to an existing HMO Licence is required (due to alterations to the property or a change in your circumstances for example), it is your responsibility to ensure the variation is applied for with the relevant local authority in the appropriate time frame.

We can complete a HMO application or variation on your behalf, please see 5.7 above.

12. Holding deposit

A holding deposit may be taken from a **tenant** applying to rent a **property**. The purpose of this fee is to verify their serious intent to proceed and to protect us against any administrative expenses (for example referencing or credit checking) that may be incurred should the **tenant** decide to withdraw the application. The holding deposit does not protect you against loss of rent due to the **tenant** deciding to withdraw or references proving unsuitable. If in accordance with the Tenant Fee Act 2019 the holding deposit does not have to be returned to the tenant or used towards their rent or deposit, it is payable to and will be retained by us.

13. Tenancy agreement

We will prepare appropriate tenancy agreements in our standard form. Should you require amendments or a different tenancy agreement, we will charge an additional **fee** as set out on the **order form**.

We may accept tenancy paperwork (tenancy agreement, contact information, ID etc.) completed by hand or electronically. This includes accepting electronic signature of tenancy agreements and guarantor forms which will not be witnessed. On request, we will provide you with electronic copies of such tenancy paperwork.

14. Tenancy deposits

Upon signing the tenancy agreement, we will take a dilapidations deposit from the **tenants** in addition to any rent due. The purpose of this deposit is to protect you against any loss of rent or damage to the **property** during the tenancy itself.

The deposit will be a minimum of one month's rent and no more than five weeks' rent unless otherwise agreed in writing between us.

If the **order form** states that you are responsible for protecting the deposit, this will be your responsibility. If the **order form** states that we are responsible for protecting the deposit, you instruct us to hold the deposit and we will do so under the terms of the deposit protection scheme set out on the **order form**. We will register and protect all deposits received by us with this deposit protection scheme within 30 days of the start of the tenancy agreement.

Let only service

We will not negotiate or attempt to resolve deposit disputes in relation to the let only **service**.

Full management service

We will attempt, by negotiation, to resolve any deposit disputes between you and the **tenants**. Where a dispute cannot be resolved, it will be necessary to submit the claim for alternative dispute resolution through the deposit protection scheme.

At the end of a tenancy, you will be initially responsible for paying any cleaning or maintenance required and we will recharge a reasonable amount of these costs to the **tenants** and pass these on to you if they are recovered.

If we become aware of any malicious or negligent damage to the **property** by the **tenants**, then we will put right that damage. You will be initially responsible for paying for these costs and we will recharge a reasonable amount of these costs to the **tenants** at the end of the tenancy and pass these on to you if they are recovered.

Please note that any sums recovered from the **tenants** may be limited by the arbiters of any deposit protection scheme.

15. Inventory

Where you take our full management **service**, we will prepare an inventory for the **property** on each change of tenancy for the **fee** listed on the **order form**. We do not accept liability for omissions or errors on the inventory.

16. Maintenance

When you take our full management **service**, we will provide you with our maintenance service as set out below. You must make us aware of any ongoing maintenance problems.

Subject to a maximum monthly expenditure limit, as set out on the **order form**, on any single item or repair, we will carry out maintenance work at the **property** without your prior approval.

For expenditure above this limit, we would normally request your authorisation in advance. However, it is agreed that in an emergency or for reasons of contractual or legal necessity, we may exceed the maximum monthly expenditure limit provided we've reasonably tried to contact you beforehand.

If the **property** has a garden, you agree that either you will provide garden maintenance equipment to the **tenants** or that we will provide regular garden maintenance. The cost for this work will be passed on to you as a **fee**.

You agree that we will clean your gutters and drains at the **property** each year for the **fee** listed on the **order form**.

17. Inspections

Where you take our full management **service**, we will carry out periodic inspections of the **property** for the **fee** listed on the **order form**. It is not the intention to check every item of the inventory at this stage but to verify that the **tenants** are using the **property** in a suitable manner and to check the general condition of the **property**.

18. Statements

Let only service

We will send you a statement showing a clear breakdown of all our **fees** and funds collected on your behalf.

Full management service

We will produce a monthly statement for you showing a clear breakdown of all rental income received minus any items of expenditure including our **fees** and pay the net balance to you by bank transfer.

19. Safety regulations

The letting of the **property** is closely regulated with respect to tenant safety. The law makes demands regarding gas safety, electrical safety and fire safety. The following regulations apply:

- The Gas Safety (Installation and Use) Regulations 1998
- The Smoke and Carbon Monoxide Alarm (England) Regulations 2015
- Electrical Equipment (Safety) Regulations 1994
- Plugs & Sockets (Safety) Regulations 1994
- Furniture & Furnishings (Fire) (Safety) Regulations 1988 (amended 1989, 1993 and 2010)
- Regulatory Reform Order (Fire Safety) 2005
- The Housing Health and Safety Rating System (England) Regulations 2005
- The Management of Houses in Multiple Occupation (England) Regulations 2006
- The Houses in Multiple Occupation (Management) (England) Regulations 2009
- Health and Safety at Work Act 1974

You confirm that you are fully aware of your obligations and that you shall ensure that the **property** is made available for letting in a safe condition and in compliance with the above regulations and any subsequent amendments thereto or replacement regulations. You agree to fully and effectively indemnify us against any expenses or penalties or any other civil or criminal liability that may be suffered because of non-compliance of the **property**.

Gas safety

All **gas** installations and appliances must be maintained in good working order and checked for safety and a gas safety certificate obtained every 12 months.

If you take our full management **service**, you must provide us with a valid safety certificate prior to the commencement of the tenancy. If you do not or when the certificate is due to expire, you authorise us to carry out a **gas** safety check on all **gas** appliances and their installations and if necessary to carry out any remedial works required. The cost for this work will be passed on to you as a **fee**.

Electrical safety - wiring

If you take our full management **service**, you must provide us with a valid safety certificate prior to the commencement of the tenancy. If you do not or when the certificate is more than 5 years old, you authorise us to carry out an electrical inspection on all electrical appliances and their installations and if necessary to carry out any remedial works required. The cost for this work will be passed on to you as a **fee**.

Electrical safety - portable appliances

If you take our full management **service**, you authorise us to carry out an annual portable appliance test at the **property**. The cost for this work will be passed on to you as a **fee**.

Fire safety - general

If you take our full management **service**, you must provide us with a valid fire risk assessment prior to the commencement of the tenancy. If you do not or when the fire risk assessment is out of date, you authorise us to carry out a fire risk assessment at the **property** and if necessary to carry out any remedial works required. The cost for this work will be passed on to you as a **fee**.

Fire safety - furniture and furnishings

You agree that any furniture and furnishings provided will comply with the relevant applicable regulations.

Fire safety - fire and smoke alarms

It is a legal requirement that smoke alarms are present on each floor, including ground floor entrance lobbies, of the **property** and are tested prior to the **tenants** taking occupation.

If you take our full management **service**, we will carry out the test at the **property**. The cost for this work will be passed on to you as a **fee**.

Fire safety - carbon monoxide detectors

It is a legal requirement that all rooms containing a solid fuel appliance or open fire, where solid fuels can be burnt, contain a working carbon monoxide detector.

Although this currently does not include gas appliances, we strongly recommend that you provide and maintain carbon monoxide detectors as per the manufacturer's instructions in any **property** with gas appliances.

Fire safety - emergency lighting

If the **property** has emergency lighting and you take our full management **service**, we will test the emergency lighting annually. The cost for this work will be passed on to you as a **fee**.

Health and safety - legionella

It is a legal requirement to ensure the health and safety of the **tenants** by keeping the **property** safe and free from health hazards. There is a duty to assess the risk from exposure to legionella to ensure the safety of the **tenants**.

You agree to carry out such risk assessments or alternatively, on request, we can carry this out for you. The cost for this work will be passed on to you as a **fee**.

20. Commission and referral fees

Any commissions, referral fees or other income earned by us while carrying out our duties under this agreement shall be retained by us. Our **contractors** may pay a referral fee to us. The **fee** paid will be included within the contractor's invoice and could be up to 10% of the total invoice amount depending on the service provided, the details of which are available on request. This does not affect the final amount you pay.

Where we provide a bills included service to tenants via deductions from rent paid in accordance with the tenancy agreement you agree that we can deduct from rent collected such sums for utilities as specified in the tenancy agreement and that in the event that we cease to collect rent for the tenancy you will take all reasonable steps to ensure utility funds due to us are paid.

Where we provide a bills included service to tenants, either via deductions from rent paid in accordance with the tenancy agreement or via a separate agreement directly between us and the tenants, we may earn a profit from providing those services.

21. Insurance

You shall be responsible for ensuring that the **property** is adequately insured and that the insurance covers the **property** being let, whether furnished or unfurnished. We can offer competitive rates for all aspects of insurance cover.

22. Overseas residents

Where you take our full management **service** and we are collecting rent for landlords living overseas (non-UK resident landlords), we are obliged to deduct monies (at the basic tax rate) to cover any tax liability unless you have been authorised in writing by HMRC to receive rent gross. A copy of the NRL certificate must be provided to us. In this situation, we also request that you appoint an accountant or we reserve the right to appoint an accountant to manage correspondence with HMRC. Our **fee** for this work is set out in the **order form**. Further administration expenses may be charged by us if further work is requested by either you, the accountant or HMRC.

23. Utilities and council tax

Payment of council tax and utilities will normally be the responsibility of the **tenants** in the **property**. However, you should be aware that where the **property** is empty, let as holiday accommodation or let as a house in multiple occupation (HMO) with individual tenancy agreements then responsibility for payment of council tax and utilities then rests with you.

Full management service

We will take meter readings whenever possible at each change of tenancy. We will be responsible for notifying the utility providers and council tax authorities of the new **tenants** and meter readings (where available).

Where a **property** is occupied by **tenants** on more than one tenancy and all **tenants** are students we will apply to the council for exemption; if any of the **tenants** are not eligible for exemption we will re-charge council tax due to the **tenants** as appropriate unless council tax is included within the rent.

Where the rent is inclusive of bills, you authorise us to procure the services on your behalf at our discretion. The **tenants** will be charged for and responsible for the payment of any additional amounts in relation to bills due under the tenancy agreement (for example if their energy usage exceeds the fair usage policy in the tenancy agreement) and you agree that we may deduct such amounts from the deposit and retain such amounts to pay the utility providers.

Where you are liable for the council tax or utilities, you authorise us to make payment on your behalf and deduct the amount from the rent collected.

24. Mail

We will not be responsible for forwarding any post to you. You should take care to inform all parties of your alternative address.

25. Legal proceedings

We are not responsible for any legal proceedings for the recovery of rent, repossession of the **property** or any other breach of the tenancy agreement. With our prior agreement, we may attend court or any tribunal and our **fee** for attendance will be as set out in the **order form**.

Full management service/Legal Action

Any delays in payment or other defaults will be acted on by us in the first instance. Where we have been unsuccessful in these initial actions, or there are significant rent arrears or other breaches of the tenancy agreement, we will advise you accordingly.

You authorise us to instruct and appoint solicitors to recover rent arrears and to take such other steps as are required to remedy breaches of the tenancy agreement, and to approve court proceedings prepared by those solicitors and instruct them to sign statements of truth on your behalf. You will be responsible for payment of all legal fees and related costs.

26. Housing benefit

Where you take our full management **service**, you undertake to reimburse us for any claims arising from overpayment which may be made by the local authority in respect of housing benefit, or other benefit scheme, paid to or on behalf of the **tenant(s)** as rent. This undertaking shall survive termination of these **terms** and remain in force throughout the tenancy and for up to six years thereafter.

27. Services to tenants

We may offer to arrange insurance, banking and other financial services and other related services for the prospective and current **tenants** and shall be entitled to receive commission in respect of any such services arranged. You will not be entitled to any share of the commission or any reduction in **fees**.

28. Key holding

If you provide keys to the **tenants** directly, you will be responsible for checking the Right to Rent identity documentation in person and for checking with us that the **tenants** have completed all the tenancy paperwork before handing the keys over to the **tenants**.

Let only service

We will require one set of keys to arrange viewings.

Full management service

We will require enough keys to cater for each **tenant** and two sets of keys for ourselves which will be securely held by us and made available to our **contractors** when required. This will also facilitate property inspections and allow us to gain access to the **property** if there is an emergency and the **tenant** is not available.

We reserve the right to have additional keys cut if the required number of sets of keys are not provided to us. The cost for this work will be passed on to you as a **fee**.

29. Clients' money

All funds held on your behalf are held in our separate client account for which no interest will be paid.

30. Ending these terms

The **services** at the **property** you **order** are subject to the termination provisions below.

Let only service

If we do not have a tenancy agreement in place or have not collected holding fees from the **tenants**, then you may terminate the **service** at the **property** by giving us immediate notice without any early termination **fees**.

If there is a tenancy agreement in place or we have collected administration or holding fees from the **tenants** and you still wish to end the **service**, you will be required to pay an early termination **fee** equivalent to the **fee** for our let only **service** as set out on the **order form**.

Full management service

The **terms** will (unless ended in accordance with these **terms**) continue for the **minimum term** for the full management **service** at the **property**.

If we do not have a tenancy agreement in place or have not collected holding fees from the **tenants**, then you may terminate the **service** at the **property** by giving us immediate notice without any early termination **fees**.

If there is a tenancy agreement in place or we have collected administration or holding fees from the **tenants**, the **minimum term** will be equal to the length of that tenancy agreement including any subsequent renewal term.

If you terminate the **service** before the expiry of the **minimum term**, then we will be entitled to charge an early termination **fee** equal to 75% of the **fees** we would have charged until the end of the **minimum term**.

After the **minimum term** has expired, you can end these **terms** for the **property** by giving us at least 60 days' notice, or a notice period that we agree to, if by the end of the notice period you have paid us all the money you owe us.

Notwithstanding any **minimum term**, both you and us may also terminate the **terms** in the following circumstances.

Your right to terminate the terms before we start providing you with the services

Where these **terms** are not signed at our offices by a consumer in the presence of one of our employees, you may cancel the **order** for **services** within 14 days. If you wish to cancel, please write to us using the model cancellation form at the end of these **terms**. For the avoidance of any doubt, this right is applicable to you only if you are a consumer. Where you are a business, you have no right to cancel any **order** for **services** before we start providing you with the **services**.

If you (as a consumer) cancel your **order**, we will confirm your cancellation in writing to you.

If you (as a consumer) cancel an **order** and you have made any payment in advance for **services** that have not been provided to you, we will refund these amounts to you within 14 days.

If you ask us to start and we subsequently begin providing any of the **services** within the 14 days of you placing an **order**, you agree that you will lose your statutory right to cancel.

Where you have cancelled an **order** because of our failure to comply with these **terms** (except where we have been affected by an **event outside our control**), you do not have to make any payment to us.

Our right to terminate the terms at any time

We can (at our absolute discretion and with immediate effect) choose to either terminate the entire **terms** with you or terminate a **service** at the **property** if:

- you do not pay us any of the **fees** due under these **terms** within 14 days of our notice that the **fees** are overdue;
- you break any term or condition of these **terms** and we think this is material;

- you break any term or condition of these **terms** which isn't material and you don't remedy this within 14 days of us telling you about it;
- we suspect any fraudulent use of the **services** by you;
- an **event outside our control** prevents continued provision of the **services** for more than 30 days; or
- you are declared bankrupt or insolvent.

We can end any **services** at the end of the **minimum term** at any time by giving you at least 60 days' notice.

If we end any of the **services** because you have breached these **terms**, then you must pay the relevant early termination **fees** for the affected **services**.

Your right to terminate the terms at any time

You may terminate the **terms** by giving 30 days' written notice to us if:

- there has been a material breach of these **terms** by us and this is not remedied within 14 days of you sending to us a written notice of the breach and asking us to correct it; or
- an **event outside our control** prevents continued provision of the **services** for more than 30 days; or
- we are unable to pay our debts (within the meaning of section 123 of the Insolvency Act 1986); or
- we become insolvent; or
- you no longer want the **services** and are happy to pay any relevant early termination **fees**.

You must pay for the **services** until the end of these **terms** (for whatever reason) and for any other charges you owe us, as described in these **terms**.

If these **terms** terminate or expire for any reason, neither of us will lose any rights we already have under these **terms** (for example to claim any money that is owed at the end of these **terms**).

31. Events outside our control

We will not be held liable or responsible for disruptions caused because of an **event outside our control**.

If an **event outside our control** takes place that affects the performance of our obligations under these **terms**, we will contact you as soon as reasonably possible to notify you; and our obligations under these **terms** will be suspended and the time for performance of our obligations will be extended for the duration of the **event outside our control**. Where the **event outside our control** affects our performance of **services** to you, we will restart the **services** as soon as reasonably possible after the **event outside our control** is over. If an **event outside our control** continues for more than 30 days, you may terminate without incurring early termination **fees** for any affected **services** by writing to us.

32. Indemnity

You agree to indemnify us against any costs, expenses, losses or liabilities (whether civil or criminal) incurred or imposed on us if they were incurred on your behalf in pursuit of our normal duties.

33. Our liability to you

We are only liable to you as set out in these **terms**. We have no other duty or liability to you except for those imposed by law.

Although we will carry out the **services** with reasonable care and skill, we cannot be held responsible for:

- guaranteeing the suitability of **tenants**;
- late or non-payment of rent;
- damage to the **property** by **tenants**;
- vacant possession at the end of a tenancy; or
- any other associated legal costs incurred

where we have acted correctly in accordance with these **terms**.

We accept full legal responsibility if we or our **contractors** kill or injure somebody (or cause somebody to be killed or injured) because we or our **contractors** have been negligent or if we act fraudulently.

If you suffer any loss or damage, because of our negligence and/or our breach of these **terms**, our responsibility to you will be limited to twenty-five thousand pounds (£25,000) for each event that causes you loss or, if there are

many connected events that cause you loss, our responsibility will be limited to twenty-five thousand pounds (£25,000) in total for these events.

We will not, under any circumstances, be responsible for any financial loss or damage (for example loss of profit, income, business, contract or goodwill) or any loss which, when we agreed these terms with you, we would not reasonably have expected would happen even if we, our employees or contractors, did not follow these terms.

If our contractors cause you any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from the contractors on your behalf.

Each paragraph of this section applies separately and will continue to apply even after these terms have ended. If a court or other authority tells us we cannot rely on a certain paragraph, the other paragraphs will still apply.

34. Changing these terms

We may change these terms and our fees at any time (unless we have agreed otherwise with you). We will let you know in writing (which may include by letter, email, with your statement or by an alternative method if this is simpler) if we make a change.

Sometimes we may need to make changes to our fees or these terms which are outside of our control (for example to meet legal, regulatory, tax or financial requirements). If we need to make changes for these reasons, we will let you know as soon as we can, but we will not have to meet the timescales detailed above and you will not be able to end any affected service before the end of the minimum term without charge.

If we raise your fees or make a change to these terms that puts you at a material disadvantage and such change isn't required by law or regulation, we will let you know in writing (which may include by letter, email, with your statement or by an alternative method if this is simpler) at least 30 days before the change. Such price rises or changes will not affect you if on or before the day that the price rise takes effect, you tell us that you want to end the affected service.

35. How to complain

We are committed to providing excellent customer service and endeavour to deal with any complaint fairly and within a reasonable timeframe. However, should you remain dissatisfied with any aspect of the services, you should follow our Complaints policy at www.purplefrogproperty.com/contact-us/not-happy and we will try to resolve your complaint as soon as possible.

We are a member of The Property Redress Scheme (PRS) who offer a free, impartial and independent service for resolving complaints. If you are not happy with how we have resolved your complaint or if eight weeks have passed since you first complained and the issue remains unresolved, then you may contact them at:

Post: Property Redress Scheme, Premiere House, 1st Floor, Elstree Way, Borehamwood
Herefordshire, WD6 1JH

Telephone: 0333 321 9418

Email: info@theprs.co.uk

36. Personal information

You agree we may use your personal data to provide the services and in accordance with our Privacy Policies at www.purplefrogproperty.com/privacy.

You are required to comply with The General Data Protection Regulation (GDPR). This includes, but is not limited to, maintaining a registration with the Information Commissioners Office (ICO), adopting Data Protection Policies which set out how you will comply with the GDPR, and issuing a Privacy Notice to all of your tenants explaining how you will hold, use, share and dispose of their data.

You agree to adopt the Data Protection Policies listed below or provide copies of your own policies to Purple Frog within 30 days.

Data Protection Policy: <https://www.purplefrogproperty.com/landlord-data-protection-policy/>
Privacy Notice: <https://www.purplefrogproperty.com/landlord-privacy-notice/>
Security Access Policy: <https://www.purplefrogproperty.com/landlord-security-access-policy/>
Disposal of Removable Storage: <https://www.purplefrogproperty.com/landlord-disposal-of-removable-storage-media/>

Where Purple Frog find tenancy who sign tenancy agreements for your properties, Purple Frog will issue the above Privacy Notice to those tenants by email.

37. Contacting each other

You may contact us (at any time) by sending an email, or (during our working hours) by calling our telephone number (both as set out on our **website**). Any important communications (including any formal notices) should be sent by post to: Notice Team, Purple Frog, 2nd Floor, 47 Calthorpe Road, Birmingham, B15 1TH.

We will contact you on the email address as supplied on your **order form**. Any important communications (including any legal notices) which we need to send to you will be sent by post to the postal address supplied on your **order form**.

38. General

All communications with you may be recorded for training and quality control purposes.

The laws of England and Wales apply to these **terms** and any disputes will be settled in the courts of England and Wales.

All intellectual property rights in the **services** are owned or licensed by us and you have no right, title or interest in such intellectual property rights.

You cannot transfer any of your rights or responsibilities under these **terms** to another person without our written permission. We can transfer all or any part of these **terms** without your permission.

If, at any time, you do not keep to any part of these **terms** and we do not respond, this does not mean that we will not act in the future. For example, if we don't immediately act to ask you for money that you owe us, this will not stop us from doing so in the future.

The **terms** set out the entire agreement for the provision of the **services** between you and us and supersede any previous agreements or understandings between you and us.

These **terms** shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

We may, without notice and at any time, set off any liability of you to us against any liability of us to you, whether either liability is liquidated or not, present or future, or arises under these **terms** or otherwise. Any exercise by us of our rights under this paragraph will not limit or affect any other rights or remedies available to us under these **terms** or otherwise.

All amounts due under these **terms** shall be paid by you to us in full without set off or counterclaim.

If a court or other authority tells us a part of these **terms** is not valid, the rest of the **terms** will not be affected.

We will not tolerate violence, physical aggression or verbal or written abuse towards our staff or **contractors** and may take legal action and/or refer any such behaviour to the police.

Model cancellation form

To:
Cancellations - Purple Frog
2nd Floor, 47 Calthorpe Road
Birmingham
B15 1TH

Dear Sir,

I/We hereby give you notice that I/we wish to cancel my/our contract with Purple Frog for the supply of property marketing and management services dated _____.

Address of properties to which contract applies:

Full name:

Signed:

Date:

Full name:

Signed:

Date:

Full name:

Signed:

Date:

Full name:

Signed:

Date: