Purple Frog Property
Fair Usage Policy ("FUP")

Definitions

In this FUP, the following words shall (unless the context otherwise requires) have the following meanings:

"FUP" this Fair Usage Policy;

"Premises" the site address, identified on the Tenancy Agreement;

"Tenancy Agreement" your Assured Shorthold Tenancy Agreement (AST), or other contractual rental agreement, relating to the Premises;

"Us, We, Our, Purple Frog, PFP" Purple Frog Property Limited or Purple Frog Nottingham Limited or Purple Frog Bristol Limited or Purple Frog Group Limited with registered address 189 Dawlish Road, Birmingham, B29 7AW, as detailed on the Tenancy Agreement;

"Your, You, Customer" the tenant, occupier, student, of the Premises;

General

If bills are included within your Tenancy Agreement, the following FUP will apply to you. This is to ensure that that your energy and water usage is not excessive and kept within reasonable and sensible limits.

The allowances are designed to be accurate based on your property size and if you are sensible with your energy consumption, it is unlikely that you will exceed these limits.

Gas & Electricity

The maximum usage allowed per annum is shown below. If the tenancy agreement is less than a year, these figures will apply on a pro-rata basis.

If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.

Number of Tenants	Annual Allowance for Energy per Premises (£)
1	£1,725.88
2	£1,764.88
3	£1,798.68
4	£2,119.52
5	£2,347.80
6	£2,530.32
7	£2,813.72
8	£3,215.68
9	£3,617.64
10	£4,019.60
11	£4,421.56
12	£4,823.52

Water & Sewerage

For unmetered homes in England and Wales, the maximum rateable value of your Premises allowed is £425 for 1 to 5 tenants in your Premises, increasing by £30 for each additional tenant. For unmetered homes in Scotland, the maximum council tax band of your Premises is D. For 6+ tenants in your Premises, this may be extended on a case by case basis. If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.

For metered homes in England, Wales, Scotland and Northern Ireland, the maximum usage allowed for 1 to 5 bed houses is 160 cubic meters of water and 160 cubic meters of sewerage per annum. For each additional bedroom above 5, your allowance increases by 20 cubic meters of water and 20 cubic meters of sewerage per annum. If you exceed these limits, your landlord, letting or managing agent reserves the right to apply a Supplemental Charge to cover the amount by which you exceeded the allowance.

Internet

What is the Fair Usage Policy on Purple Frog Broadband? The Fair Usage Policy is designed to ensure that the service received by the vast majority of our customers is not negatively impacted because of extremely heavy usage by a very small minority of customers. This is why Purple Frog continuously monitors network performance and may restrict the speed available to very heavy users during peak time. This applies to customers on any package. Note if you are a heavy user we will only restrict your speed. Service will not be stopped, so you will still be able to upload and download. We will not impose any restrictions outside of peak times. Only a very small minority of customers will ever be affected by this (less than 1%).

How do I know if I'm a very heavy user? There is no hard and fast usage limit that determines if you are a heavy user as the parameters that determine heavy use vary with the demands placed on the network at that given time. We tend to find that the very heavy users already know that they are using their broadband connections excessively.

Does the Fair Usage Policy apply to Purple Frog's unlimited package? Yes, the Fair Usage Policy applies to all customers on all packages. An unlimited package allows unlimited downloads and uploads inclusive of the monthly rental price, so you will not be charged for over-use, however this does not preclude Purple Frog from restricting your speed at peak times if you are a heavy user. If you are on the unlimited package and are a heavy user, this does not prevent you from continuing to use your service, nor does it cost you any more but it ensures that you do not negatively impact the majority of our customers who share the available bandwidth with you.

I'm noticing slower P2P speeds at peak times even though I'm not a very heavy user, why is this? P2P is the sharing and delivery of files amongst groups of people who are logged on to a file sharing network. P2P consumes a significant and highly disproportionate amount of bandwidth when in use even by small numbers of users. This is why we have a peak time policy where we limit P2P speeds to manage the amount of bandwidth that is used by this application in particular. Without these limits all our customers using their broadband service at peak times would suffer, regardless of whether they are using P2P or not. It's important to remember that P2P isn't a time-critical application so if you do need to download large files we advise you to do this at off-peak times when no restrictions are placed, not only will you be able to download faster but your usage will not negatively impact other users.

Does this mean I can't use Peer to Peer (P2P) applications?
No, we are not stopping you from using any P2P service, P2P will just be slowed down at peak times. Again, P2P is not generally a time-sensitive application Please ensure that anyone using your internet connection to access our Internet services agrees with this Policy and is aware of their obligations under it. This extends members of your household or anyone, whether authorised or unauthorised, accessing the network through your home. You must **NOT** use our Internet services for:

- Unlawful, fraudulent, criminal or otherwise illegal activities
- Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
- Commercial purposes (unless on a business package)
- Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters
- Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to

cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by us or any other Internet user or person

- Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
- Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
- Anything that may disrupt or interfere with our network or services or cause a host or the network to crash
- Launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network
- Granting access to our services to others not residing at the premises at which these Internet services are provided
- Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments
- Circumventing the user authentication or security process of a host or network
- Creating, transmitting, storing or publishing any virus, Trojan, corrupting program or corrupted data