

This agreement acknowledges the receipt of the Holding Deposit on _____ and your application to be considered for a tenancy at the Property below for the Rent.

Landlord Details (we, us)

Name of Landlord/Agent(s):

Contact details (address, phone number and/or email address):

Applicant Details (you)

Full name(s) (include all joint applicants):

Contact details (address, phone number and/or email address):

Prospective tenancy details

Rent is £ _____ per _____.

Property Address:

Deadline for both parties to agree to enter into a tenancy agreement: _____.
(This date must be 15 days from the day we receive the Holding Deposit from you, unless everyone has agreed to extend this deadline.)

The Holding Deposit

Amount paid as Holding Deposit: £ _____
(This must be no more than 1/52 of the annual rent)

Terms and Conditions

1. This agreement is not intended to create a tenancy in respect of the Property. It does not oblige either party to enter into a tenancy agreement and one will only be entered into after all parties have signed the tenancy agreement and any other funds required have been paid to us.
2. Either party may cancel the reservation at any time before entering into a tenancy agreement. The Holding Deposit will then be refunded in accordance with clauses 6 and 7.
3. The Holding Deposit is held by us while we complete referencing on you, decide whether to grant a tenancy, negotiate suitable terms with you, and enter into a guarantor agreement if necessary. During this period the property is reserved and we will not be let to a different applicant.

4. You agree that, if we do wish to proceed with a tenancy, you will pay us a further Security Deposit of £_____.

We will not agree to sign any prospective tenancy before receiving this payment. We will notify you if this payment is required. Once notified, payment must be made in cleared funds before the deadline for both parties to enter into a tenancy agreement. If a tenancy agreement is not entered into after receiving this Security Deposit, it will be refunded to you within 7 days.

5. If the application is successful and a tenancy is granted, the Holding Deposit will be credited in its entirety to the first payment of rent due under the tenancy agreement.

Refunding the Holding Deposit

6. Subject to clause 7, the Holding Deposit is refundable in full where:
- Before the deadline for agreement expires, we decide not to enter into a tenancy agreement with you; or
 - The deadline for entering into a tenancy agreement expires and, despite all parties taking all reasonable steps to agree a tenancy, either you or we have not signed and agreed the tenancy agreement.

If either of the above applies, the Holding Deposit will be refunded in full to you within 7 days of the deadline for agreement, or within 7 days of our decision if it is before the deadline for agreement.

7. We do not have to refund any the Holding Deposit where:
- You cancel your application and we have taken reasonable steps to enter into a tenancy agreement with you.
 - You do not have a 'right to rent' a property in England (as defined in Part 3 of the Immigration Act 2014) and we did not know, and could not reasonably have been expected to know this before the Holding Deposit was accepted.
 - You provide false or misleading information to us that we reasonably believe impacts on our decision as whether to offer a Tenancy Agreement;
 - The deadline passes for entering into a tenancy without agreement and we have taken all reasonable steps to enter into a tenancy agreement but you have not.

Where we are entitled to retain the Holding Deposit, the reason for this and the amount retained shall be communicated to you in writing within 7 days of the deadline for agreement or the date on which we decide not to enter into a Tenancy Agreement. This will be in accordance with these terms and conditions or Schedule 2 of the Tenant Fees Act 2019.

Cancellation

8. Where more than one person is named as an applicant either or any of them may cancel this reservation which will then be treated as a cancellation of the reservation on behalf of all of them.
9. Any cancellation of the reservation by either party must be in writing to be effective. This can be sent to the contact details provided on page 1 by either party.

Acknowledgements

10. By signing below, you and we agree to be bound by the terms set out in this agreement.

Signed by

Landlord/Agent: _____

Applicant One: _____

Applicant Two: _____

Applicant Three: _____

Applicant Four: _____

Date of agreement: _____