

AGREEMENT REGARDING A HOLDING DEPOSIT

This Agreement is made the _____ day of _____

Insert applicant's name

Of insert applicant's address

("the Applicant")

Relating to the property known as: (insert property address)

"the Property"

The Applicant Agrees as follows

1. This Agreement is Subject to contract;
2. References to be taken up on the applicant and the terms of a tenancy for the Property to be negotiated;
3. The Applicant will pay the sum of **£insert amount** ("the Holding Deposit") being the equivalent of one week's rent for the Property to **(insert name of agent)**("the Agent") to hold on the Landlord's behalf;
4. The Holding Deposit is payable when the application for a tenancy is submitted to the Agent;
5. The Holding Deposit will be held by the Agent for a maximum of two weeks or with the written consent of both parties for an extended period (as agreed in writing) until references have been obtained and all the terms of a tenancy agreement for the Property have been negotiated and agreed;
6. The Holding Deposit does not guarantee the Applicant a tenancy of the Property, which will form a separate contract and will be subject to negotiation and references;
7. The Applicant confirms that if the Applicant fails the referencing process, due to incorrect or false information being provided upon which the Landlord or the Agent has relied; or the Applicant cannot comply with the "Right to Rent" checks under the Immigration Act 2014 that the Applicant will compensate the Landlord or the Agent by paying up to the full amount of the Holding Deposit to the Agent to cover any administration costs.
8. The Applicant confirms he or she has been made aware that if the Applicant withdraws from the negotiation of a tenancy, the Applicant may lose up to the maximum of the Holding Deposit to compensate the Landlord and the Agent for any losses incurred.

Applicant's initials _____

9. The Holding Deposit will be returned in full to the Applicant if the Landlord withdraws the Property from the market or turns down the application of the Applicant for any other reason than failing the referencing procedure, or the inability of the Applicant to comply with the "Right to Rent" checks under the Immigration Act 2014;
10. The Holding Deposit does not fall under the deposit protection schemes of the Housing Act 2004;
11. The Applicant agrees that if the Tenancy proceeds the Agent will retain the Holding Deposit as a contribution for the payment of the Deposit or the first month's rent;
12. The Applicant will be bound by the terms of this Agreement if the Applicant or any third party acting as the agent of or on behalf of the Applicant pays cleared funds to the Agent but fails to sign this Agreement although a copy of the Agreement has been sent to the Applicant or the third party and that person or entity has acknowledged receipt by electronic mail, first class post, text message, other electronic medium, or facsimile;
13. References to the singular include the plural and references to the masculine include the feminine.
14. The Landlord and the Applicant agree that the Agent can hold all personal information of both parties throughout the referencing process and if the Tenancy proceeds will hold personal information as a legitimate interest and in compliance with the Data Protection Act 2018 and the Agent's Privacy Policy which can be found on the Agent's website.
15. Notices can be served on either party by first class post deemed delivered two working days later; by hand delivery deemed served on the next working day. A working day excludes a Saturday, Sunday and a Bank Holiday; or by electronic service to the e mail address provided by each party and deemed served when the notice leaves the outbox of the sender;
16. The Agreement is subject to the laws in England and Wales.

Signed by:

Name of Applicant

Applicant's address

Applicant's initials _____