

AGREEMENT dated

>> 20 << >>

Agent: <<Agent's name>> of <<Agent's address>>

Prospective Contract-Holder(s) <<Prospective Contract-Holder's name>> of <<Prospective Contract-Holder's address>>]

Property: <<Address of Property>>
<<Address of Property>>
<<Address of Property>>

Rent: £<<Rent>> payable in advance.

Security Deposit: £<<Security Deposit>>

Holding Deposit: £<<Holding Deposit>>

Deadline for Agreement: <<Deadline for Agreement>> or as amended in accordance with clause 2.3

Specified Information: Information signed by the Agent attached at Annexure 1 of this agreement in accordance with Regulation 3(2) of The Renting Homes (Fees etc.) (Wales) Regulations 2019.

Suitability Tests: Suitability Tests may be required by the Agent to check the suitability of the Prospective Contract-Holder(s).

Occupation Contract Agreement: The Agent has attached a draft Occupation Contract Agreement in the form annexed at Annexure 2.

1. THE OCCUPATION CONTRACT AGREEMENT

1.1 The Property is let to the Prospective Contract-holder(s) on the terms of this Occupation Contract Agreement subject to contract and Suitability Tests.

1.2 The Prospective Contract-holder(s) shall agree to produce information which has been requested by the Agent within a reasonable timeframe and produce information which is accurate, up to date and reflects the current financial position and tenant history.

2. HOLDING DEPOSIT

2.1 The Agent has received the Holding Deposit from the Prospective Contract-holder(s) and the Prospective Contract-holder(s) acknowledge that they have provided the Specified Information prior to the parties entering into the Occupation Contract Agreement.

¹Security Deposits are regulated by the Renting Homes (Fees etc.) (Wales) Regulations 2019. The Welsh Government has the power to

²The sum of the Holding Deposit shall be equivalent to one week's rent. The weekly rent is worked out as

³ The Deadline for Agreement shall be the date from the day the Agent receives the Holding Deposit. Although this can be amended by agreement between the parties.

this agreement
the Agent.

2.2 The Prospective
this Agreement
receipt of the H

2.3 The Agent shall
holder(s) until th

2.3.1 The date thi
holder(s) in

2.3.2 The Deadlin
entered into

2.4 The Deadline fo
and the Prospe

2.5 The Holding D
accordance with
clause 4 of this

3. REPAYMENT O

3.1 The Holding De
seven (7) days

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Prospective
the Deadline

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for Agreement
or the Holdi

3.2 If the Holding D
hold the Securi
accordance with

4. HOLDING DEP

4.1 The whole sum
following circum

ve Contract-holder(s) paid the Holding Deposit to

s)/[have] paid the Holding Deposit on the date of
the Property and the Agent hereby acknowledges

any person other than the Prospective Contract-

d by either the Agent or the Prospective Contract-
6 of this Agreement; or

the Occupation Contract Agreement has not been

ended to a later date if agreed between the Agent
in writing.

unded to the Prospective Contract-holder(s) in
ment or retained by the Agent in accordance with

full to the Prospective Contract-holder(s) within

Occupation Contract Agreement was not entered
reasonably); or

pective Contract-holder(s) that the landlord does
Occupation Contract Agreement even though the
[have] cooperated and acted reasonably (if before

agreement was entered into (before the Deadline
deposit is to be credited in full to the rent account
ed in full against the Security Deposit.

in full against the Security Deposit, the Agent will
nment authorised deposit protection scheme in
ousing Act 2004.

the Holding Deposit can be retained in any of the

4.1.1 False or misleading information provided by any of the Prospective Contract-holder(s) with a view to obtaining the Agent's decision (acting reasonably) in letting the Property to the Contract-holder(s); or

4.1.2 The Prospective Contract-holder(s) fail(s) to take all reasonable steps to enter into the Occupation Contract Agreement where the landlord and Agent have taken all reasonable steps to enter into the Contract before the Deadline for Agreement); or

4.1.3 The Prospective Contract-holder(s) [do not notify/notifies] the Agent that they do not wish to enter into the Occupation Contract Agreement prior to the Deadline for Agreement.

5. JURISDICTION

This Agreement shall be governed by the law of Wales.

6. TERMINATION

6.1 If either the Agent or the Prospective Contract-holder(s) wish to terminate this Agreement before the Deadline for Agreement, they must do so in writing and upon receipt of the notice by one party or the other, the Occupation Contract shall be rescinded, and the Holding Deposit shall either be repaid or retained in accordance with the terms of this Agreement.

6.2 Any of the Prospective Contract-holder(s) can terminate this Agreement and this will be treated as being the decision of the Agent on behalf of all the Prospective Contract-holder(s).

7. OTHER

7.1 This Agreement shall not constitute an Occupation Contract Agreement in respect of the Property. No party shall be obliged to enter into the Occupation Contract Agreement.

7.2 Any obligation of the Agent under this Agreement refers to the Agent acting with the authority of the Landlord.

7.3 The Agent is a member of the Financial Protection Scheme and the Holding Deposit will be kept in a separate account in accordance with the Agent's client money policy.

SIGNED by
<<Name of Agent>>
Agent

SIGNED by
<<Name of Contract-holder(s)>>
Contract-holder(s)

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