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**AGREEMENT** dated the << >>

**Agent:** <<Agent's name>>

**Landlord:** <<Landlord's name >> <<Address>>

**Prospective Tenant(s):** <<name>> of <<address>> [**Tenant(s):** <<name>> of <<address>>]

**Property:** <<Address>>  
<<Address>>  
<<Address>>

**Rent:** £<< >> per calendar month

**Security Deposit:** £<< >><sup>1</sup>

**Holding Deposit:** £<< >><sup>2</sup>

**Deadline for Agreement:** << >><sup>3</sup> day of << month >> << year >> entered in accordance with clause 2.3 of this Agreement

**Tenancy Agreement:** [The tenancy agreement entered into between the parties to this Agreement on the Key Terms Schedule in the form annexed]

**[Key Terms:** the key terms of the tenancy agreement set out in the Key Terms Schedule annexed]

**Satisfactory Checks:** such checks as may be required by the Agent (acting on behalf of the Landlord) to certify the suitability of the prospective tenant(s) and all occupiers of the Property.

## 1. THE TENANCY AGREEMENT

1.1 The Property is to be let to the Prospective Tenant(s) on the terms of the Tenancy Agreement, subject to contract.

1.2 The Prospective Tenant(s) agree to provide to the Agent (acting on behalf of the Landlord) on which has been requested by the Agent within a reasonable timeframe and produce such information which is accurate and up to date representation of their financial position and tenant history.

## 2. HOLDING DEPOSIT

2.1 The Prospective Tenant(s) [the Landlord] shall pay the Holding Deposit on the date of this Agreement to the Agent to receive the Property. The Agent hereby acknowledges receipt of the Holding Deposit.

<sup>1</sup>The sum of the Security Deposit must not exceed 5 weeks' rent if the rent is less than £50,000 or six weeks' rent if the rent is £50,000 or more. The weekly rent is the annual figure divided by 52.

<sup>2</sup>The sum of the Holding Deposit must not exceed 2 weeks' rent. The weekly rent is worked out as the annual figure divided by 52.

<sup>3</sup> The Deadline for Agreement must be 15 days before the start date of the tenancy. This can be extended by agreement between the parties. The Agent receives the Holding Deposit. Although the Agent is not responsible for the return of the Holding Deposit.

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2.2 The Agent, (acting on behalf of the Landlord) shall not let the Property to any person other than the Prospective Tenant(s).

2.2.1 The date this Agreement is entered into shall be the date the Agent (acting on behalf of the Landlord) or the Prospective Tenant(s) signs the Agreement.

2.2.2 The Deadline for Agreement shall be the date the Agreement has not been entered into).

2.3 The Deadline for Agreement shall be the later date if agreed between the Agent (acting on behalf of the Landlord) and the Prospective Tenant(s) in writing.

2.4 The Holding Deposit will either be credited in full against the Security Deposit of the Prospective Tenant(s) in accordance with clause 3 of this Agreement or the Security Deposit in accordance with clause 4 of this Agreement.

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### 3. REPAYMENT OF HOLDING DEPOSIT

3.1 The Holding Deposit will be repaid to the Prospective Tenant(s) within seven (7) days of the following:

3.1.1 The Deadline for Agreement is reached and the Agreement was not entered into (where the parties have agreed to a later date).

3.1.2 The date the Agent (acting on behalf of the Landlord) informs the Prospective Tenant(s) that the Landlord has agreed to the Tenancy Agreement even though the Prospective Tenant(s) has not signed the Tenancy Agreement (if before the Deadline for Agreement).

3.1.3 The date the Tenancy Agreement is entered into (before the Deadline for Agreement) unless the Prospective Tenant(s) [is/are] has/have] consented in writing that the Holding Deposit is to be credited in full against the Security Deposit.

3.2 The parties can agree in writing that the Holding Deposit can either be credited in full against the Security Deposit or credited in full against the Security Deposit.

3.3 If the Prospective Tenant(s) consents in writing that the Holding Deposit being credited in full against the Security Deposit (on behalf of the Landlord) will hold the Security Deposit in an approved protection scheme in accordance with the provisions of the Housing Act 2004.

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### 4. HOLDING DEPOSIT TO BE RETAINED

4.1 The whole sum or part of the Holding Deposit can be retained in any of the following circumstances:

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4.1.1 False or misleading information which affects the Landlord and/or Agent's decision to let the Property to the Prospective Tenant(s); or

any of the Prospective Tenant(s) (possibly) in letting the Property to the

4.1.2 The Prospective Tenant(s) has not entered into the Tenancy Agreement (where the Landlord and/or Agent have acted reasonably).

the Tenancy Agreement (where the

4.1.3 The Prospective Tenant(s) is not a British Citizen (as defined by the Immigration Act 2004); or

cks (as defined by the Immigration

4.1.4 The Prospective Tenant(s) has not entered into the Tenancy Agreement prior to the Deposit being paid, and the Landlord and/or Agent have acted reasonably.

to proceed with the Tenancy Agreement through the Landlord and/or Agent

4.2 If the Agent (acting on behalf of the Landlord and/or Agent) has not returned the Holding Deposit as permitted by this clause, the Agent must explain why the Holding Deposit has not been returned to either the Landlord's or the Prospective Tenant's account within seven (7) days of the date of the Tenancy Agreement or within seven (7) days of the date of the Prospective Tenant(s) ceasing to be a Prospective Tenant(s).

whole or any part of the Holding Deposit to the Prospective Tenant(s) to be returned (in whole or in part) within seven (7) days of the date of the Prospective Tenant(s) ceasing to be a Prospective Tenant(s) or the date of the Tenancy Agreement.

**5. JURISDICTION**

This Agreement shall be governed by the law of England and Wales.

**6. TERMINATION**

6.1 If either the Agent (acting on behalf of the Landlord and/or Agent) or the Prospective Tenant(s) wish to terminate this Agreement before the date of the Tenancy Agreement and upon receipt of the notice of termination, this Agreement shall be rescinded, and the Holding Deposit shall be refunded or retained in accordance with the terms of this Agreement.

the Prospective Tenant(s) wish to terminate this Agreement they must do so in writing. In either case, the Holding Deposit shall be refunded or retained in accordance with the terms of this Agreement.

6.2 Any of the Prospective Tenant(s) who ceases to be a Prospective Tenant(s) shall be treated as being an effective termination of this Agreement on behalf of all the Prospective Tenant(s).

agreement and this will be treated as being an effective termination of this Agreement on behalf of all the Prospective Tenant(s).

**7. OTHER**

7.1 This Agreement does not constitute an offer and no party is under an obligation to accept or decline any offer.

agent in respect of the Property. No party is under an obligation to accept or decline any offer.

7.2 Any obligation on the Agent to act in respect of the Property shall be subject to the authority and instruction of the Landlord and/or Agent.

ers to the Agent acting with the authority and instruction of the Landlord and/or Agent.

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

Scheme and the Holding Deposit will be kept in a separate client money account in accordance with the Agent's client money policy.

SIGNED by  
<<Name of Agent>>

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Agent

SIGNED by  
<<Name of Tenant(s)>>  
Tenant(s)

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[ANNEXURE – TENANCY AGREEMENT]

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**[SCHEDULE – KEY TERMS**

1. Details of the premises: << >>
2. Name and address of the tenant(s) << >> If the tenancy is joint include both sets of details>>
3. Name(s) and address(es) of the landlord(s): << >>
4. Name and address of guarantor: << >>
5. Tenancy term and proposed start date: << >>
6. Will the tenancy agreement include a break clause? Yes If yes:
  - a) Who can exercise it? Landlord/tenant << >>
  - b) When can the break be exercised? << (e.g. after the first 6 months of the term)>>
  - c) What notice period is required? << >>
7. Rent payable:
  - a) Amount: <<£ amount>>
  - b) Frequency: weekly in arrears / monthly in arrears / quarterly in arrears / monthly in advance / quarterly in advance / other << >>
  - c) How is it to be paid? cash / by bank transfer / by standing order << >>
8. Rent deposit required? Yes / No << >>
9. <<Other>>: << >>]

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