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AGREEMENT dated the << >>

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

Prospective <<name>> of <<address>>

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

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

Rent: £<< >> per calendar month

Security Deposit: £<< >>¹

Holding Deposit: £<< >>²

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

Tenancy Agreement: [The tenancy is 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 are set out in the Key Terms Schedule annexed]

Satisfactory Checks: such checks as may be required by the Landlord certifying the "right to rent" of all adult occupiers

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1. THE TENANCY AGREEMENT

1.1 The Property is to be let by the Landlord to the Prospective Tenant(s) on the terms of the Tenancy Agreement, subject to the Prospective Tenant(s) passing Satisfactory Checks.

1.2 The Prospective Tenant(s) agree to provide the Landlord within a reasonable time with information which has been requested by the Landlord which is accurate, complete and up to date and is a true representation of the Prospective Tenant(s)'s current position and tenant history.

2. HOLDING DEPOSIT

2.1 The Prospective Tenant(s) [hereinafter "Tenant(s)"] shall pay the Holding Deposit on the date of this Agreement to the Landlord. The Tenant(s) and the Landlord hereby acknowledge receipt of the Holding Deposit.

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

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

³ The Deadline for Agreement must be 15 days before the date the Landlord receives the Holding Deposit. Although this can be extended by agreement between the parties.

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2.2 The Landlord shall not let the Property to any person other than the Prospective Tenant(s) until the earlier of:

2.2.1 The date this Agreement is entered into by the Landlord or the Prospective Tenant(s); or

2.2.2 The Deadline for Agreement (where the Agreement has not been entered into).

2.3 The Deadline for Agreement shall be the later date if agreed between the Landlord and the Prospective Tenant(s).

2.4 The Holding Deposit will either be held by the Prospective Tenant(s) in accordance with clause 3 of this Agreement or by the Landlord in accordance with clause 4 of this Agreement.

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3. REPAYMENT OF HOLDING DEPOSIT

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

3.1.1 The Deadline for Agreement (where the Agreement was not entered into (where both parties have agreed to proceed)); or

3.1.2 The date (before the Deadline for Agreement) the Landlord informs the Tenant that they do not wish to proceed with the Agreement even though the Tenant has cooperated and acted reasonably; or

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

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

3.3 If the Prospective Tenant(s) consent in writing that the Holding Deposit being credited in full against the Security Deposit, the Landlord shall hold the Security Deposit in an approved tenancy deposit protection scheme in accordance with the provisions of the Housing Act 2004.

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4. HOLDING DEPOSIT TO BE REFUNDED

4.1 The Landlord can retain the whole or a part of the sum of the Holding Deposit in any of the following circumstances:

4.1.1 False or misleading information provided by any of the Prospective Tenant(s) which affects the Landlord's decision to let the Property to the Prospective Tenant(s); or

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4.1.2 The Prospective Tenant(s) ... Tenancy Agreement (where the Landlord has acted reasonably)

4.1.3 The Prospective Tenant(s) ... checks (as defined by the Immigration Act 2004); or

4.1.4 The Prospective Tenant(s) ... to proceed with the Tenancy Agreement prior to the Deadline although the Landlord has acted reasonably.

4.2 If the Landlord retains the whole or part of the Holding Deposit as permitted by this clause 4, the Landlord will write to the Tenant(s) to explain why the Holding Deposit is retained (in whole or in part) within seven (7) days of either the Landlord's or the Tenant's decision not to enter into the Tenancy Agreement or within seven (7) days of the Deadline for Agreement.

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5. JURISDICTION

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

6. TERMINATION

6.1 If either party wishes to terminate the Agreement before the Deadline for Agreement, they must do so in writing and the Agreement shall be rescinded. If the Agreement is terminated, the Holding Deposit shall either be refunded or retained in accordance with the Agreement.

6.2 Any of the Prospective Tenant(s) terminating the Agreement shall be treated as being an effective termination of the Agreement on behalf of all the Prospective Tenant(s).

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7. OTHER

This Agreement does not constitute an offer of tenancy in respect of the Property. No party is under an obligation to accept or decline any offer of tenancy under this Agreement.

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SIGNED by
<<Name of Landlord >>
Landlord

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 << >>
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 << >>
 - c) How is it to be paid? cash/bank transfer << >>
8. Rent deposit required? Yes/No << >>
9. <<Other>>: << >>]

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