

## **HOLDING DEPOSIT AGREEMENT**

**Name of Landlord / Agent: HS Owen**

**Proposed Tenancy Start Date:**

**Name of Applicant(s):**

**Deadline for Agreement:**

**Property:**

**Rent:** £            pcm

**Holding Deposit Amount Received: £**

These terms and conditions apply to your application to rent a property through *HS Owen* and constitute a binding legal contract. By signing the Agreement you agree to comply with the terms and conditions below. If you are unsure of your obligations under this Agreement, then you are advised to take independent legal advice before signing.

1. A holding deposit is payable upon your request to rent a property. The purpose of the holding deposit is to reserve the Property for the Applicant whilst the Landlord completes the referencing process and the terms of the tenancy and any guarantee agreement are negotiated. The Property will be reserved subject to the Landlord receiving satisfactory replies to referencing checks, Right to Rent checks and other pre-tenancy enquiries.
2. Nothing in this agreement requires or suggests that a tenancy for the Property, or any other premises will be granted to the Applicant(s).
3. Where the Landlord and the Applicant enter into a tenancy agreement relating to the Property it is agreed that the holding deposit will be credited to the Applicant's rent account.
4. Subject to Clauses 6 (a) and (b), the holding deposit will be refunded to the Applicant where the Landlord decides not to enter into a tenancy agreement before the Deadline for Agreement (see above).
5. Subject to Clauses 6 (a), (b), (c) and (d), the holding deposit will be refunded to the Applicant where the Landlord and the Applicant fail to enter into a tenancy agreement relating to the Property before the Deadline for Agreement.
6. The holding deposit will not be refunded to the Applicant where:
  - (a) The Applicant does not have a 'right to rent' a property (under Part 3 of the Immigration Act 2014) and the Landlord or his Agent did not know, and could not reasonably have been expected to know this, before the holding deposit was accepted;
  - (b) The Applicant provides false or misleading information, and the Landlord or his Agent is reasonably entitled to take into account the Applicant's actions in providing false or misleading information or the difference between the false and correct information in deciding whether to grant a tenancy to the Applicant;
  - (c) The Applicant notifies the Landlord or letting agent before the Deadline for Agreement that the Applicant does not want to enter into a tenancy agreement;
  - (d) The Landlord or his Agent takes all reasonable steps to enter into a tenancy agreement before the Deadline for Agreement, but the tenant fails to take all reasonable steps to enter into the agreement before that date.

Applicant(s) Signature: .....

Date .....

