

Holding Deposit Agreement

This agreement reserves the property while your tenancy is arranged. It is dated the date of the last applicant signature in section 5.

Protected by
Tenant Fees Act 2019

Your deposit can only be kept in the limited cases set out in clause 5 of the full terms in section 6.

Your agreement sections 1 to 4 — your agent completes these with you

1 Letting Agent / Landlord and Property details

Letting agent / landlord

Contact details

Letting agent / landlord address

Property to be let

The parties to this agreement are (i) the letting agent/landlord named above and (ii) the applicant(s) named and signing in section 5.

2 The holding deposit per person

Amount to pay

£

Once the deposit is received in full, no further marketing of the property will take place unless the deadline in section 3 passes without the tenancy being entered into, or (if earlier) either party withdraws from this agreement. Full wording in clause 2 of section 6.

3 Deadline to sign the tenancy

Deadline for agreement

This is the date by which the tenancy agreement must be signed. By law it is 15 days after you pay the holding deposit, unless both parties agree a different date in writing — agreeing to the date stated here is that written agreement. Any later change must be agreed in writing and signed, or confirmed by email between the parties or their agents. Full wording in clause 3 of section 6.

4 Once the tenancy is signed, the deposit becomes one option only

☐

Part of the tenancy deposit

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Part of the first rent instalment

If neither option is selected, your deposit is refunded in full within 7 days of the date of the tenancy agreement. See clause 4 of the full terms in section 6.

This is a reservation, not a tenancy



This agreement does not give you any right to enter or occupy the property, and no keys are released, until a tenancy agreement is signed. Section 6 sets out the full terms — read them before you sign.

[See section 6](#)

5 Signatures

Every applicant must sign. This agreement is dated the date of the last applicant signature in this section.

 **Before signing:** read the full terms in section 6. By signing you confirm you have read and agree to this Holding Deposit Agreement. It does not create a tenancy, and nothing here obliges either party to enter into one.

1 Applicant 1

Full name	Signature	Date
Home address		

2 Applicant 2

Full name	Signature	Date
Home address		

6 The full terms

These terms form part of the Holding Deposit Agreement. Your holding deposit is a permitted payment under the **Tenant Fees Act 2019 (Schedule 2)**.

1. Parties and property

The agent/landlord, their address and contact details and the full address of the property to be let, are as set out in section 1. The applicant(s) is/are the person(s) who sign in section 5.

2. Holding deposit and reservation

The applicant(s) agree to pay a holding deposit of the amount set out in section 2, to reserve the property. On receipt, the agent/landlord will remove the property from the market and will not carry out viewings or marketing during the reservation period, subject to this Holding Deposit Agreement. The property will remain off the market until the deadline in section 3 passes without the tenancy being entered into, or (if earlier) either party withdraws from this agreement. If the deadline passes without a tenancy agreement being entered into, marketing may resume.

For the avoidance of doubt, this Holding Deposit Agreement does not create a tenancy or give the applicant(s) any entitlement to enter into, or occupy the property prior to the signing of the tenancy agreement. The Holding Deposit Agreement and payment of the holding deposit merely facilitates the reservation of the property to allow the applicant the opportunity to sign the tenancy agreement at a later stage.

3. Deadline for agreement (Tenant Fees Act 2019)

The statutory “deadline for agreement” is 15 days after payment of the holding deposit unless the parties agree in writing to a different date. The parties agree that the deadline for entering into the tenancy agreement shall be the date specified in section 3. The parties acknowledge that this date may fall later than 15 days after payment of the holding deposit and, to the extent that it does, the parties agree that this constitutes their written agreement to vary the statutory deadline accordingly. Any

subsequent change to that deadline must be agreed in writing and signed by the parties or confirmed by exchange of emails between the parties (or their respective agents).

4. Use of holding deposit if the tenancy proceeds

If the tenancy is entered into, the holding deposit will be applied to the tenancy deposit or the first rent instalment as selected in section 4. If neither box is selected in section 4, the holding deposit will be refunded to the applicant(s) in full within 7 days of the date of the tenancy agreement.

5. Refund and retention

The holding deposit is a permitted payment for the purposes of Schedule 2 to the Tenant Fees Act 2019. It will be refunded to the applicant(s) within seven days of the earliest of: (a) the parties entering into the tenancy (unless the holding deposit is applied in accordance with clause 4); (b) the agent/landlord deciding not to proceed with the tenancy; or (c) the deadline for agreement passing without the tenancy being entered into, unless the agent/landlord is entitled by law to retain the holding deposit.

The holding deposit may be retained only in the limited circumstances permitted by law, namely where the applicant(s): (a) withdraw from the proposed tenancy; (b) fail to take reasonable steps to enter into the tenancy by the deadline for agreement; (c) provides false or misleading information which has a material impact on their suitability as a tenant; or (d) fails a right to rent check or are otherwise unable to rent the property because of their immigration status. Where the holding deposit is retained, the agent/landlord will provide written reasons to the applicant(s) within seven days of the decision to retain the holding deposit or the deadline for agreement, whichever occurs first.

6. Applicant(s) obligations

The applicant(s) must promptly provide accurate information and any documents reasonably required to progress referencing, credit checks and right to rent checks, and must co-operate to agree and sign the tenancy agreement by the deadline for agreement (as extended, if applicable). This may include the applicant(s) promptly completing referencing forms and supplying requested documents within a reasonable time, responding to reasonable queries and making themselves available to sign the tenancy agreement by the deadline for agreement.

7. Right to rent

The tenancy cannot lawfully proceed if the applicant(s) do not have a right to rent. The applicant(s) must produce original documents needed for right to rent checks within the required timescales.

8. Data protection

Information provided by the applicant(s) may be used for tenancy referencing and right to rent checks. It may also

be shared with the landlord, referencing agencies and, where required, relevant authorities, in each case in accordance with applicable data protection laws. Further details are set out in the agent/landlord's privacy notice.

9. General

Nothing in this Agreement requires the parties to enter into a tenancy agreement. If the tenancy does not proceed, the holding deposit will be repaid, unless a statutory ground applies that allows it to be retained (as further detailed in clause 5 above). No administration or other fees will be charged in connection with the holding deposit. No deductions will be made from the holding deposit except as permitted where a statutory ground for retention applies. Any refund will be paid back to the person who paid the holding deposit by the same method used to pay the holding deposit, unless the parties otherwise agree in writing. This Holding Deposit Agreement is governed by the law of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation.



Your holding deposit is protected by the Tenant Fees Act 2019. The government's plain-English overview for tenants is at [gov.uk/government/publications/tenant-fees-act-2019-guidance-for-tenants](https://www.gov.uk/government/publications/tenant-fees-act-2019-guidance-for-tenants).



Not sure about anything here? Ask your letting agent before you sign — their contact details are in section 1.