

## HOLDING FEE / HOLDING DEPOSIT FEE - TERMS AND CONDITIONS

(HF v.1.1 2016)

### **(PLEASE READ BEFORE YOU MAKE A TRANSFER)**

#### **SPECIAL CONDITIONS (EG. LANDLORD PROMISES) IT IS AGREED as follows:-**

1. The Agent/Proposed Landlord acknowledges receipt of the Initial Holding Deposit so as to reserve the Property.
2. The Proposed Landlord shall not let the Property to any other person other than the Proposed Tenant/s or (where stated above) the Proposed Tenant's plus any further person/s nominated by them as additional tenants up to the number stated until this reservation is cancelled by either party or until the last date for the signing of the tenancy agreement (whichever is the earlier).
3. If a Tenancy Agreement is entered into in respect of the Property at the proposed rent between the parties the Initial Holding Deposit shall be credited against the rent, the fees or any other monies payable under the Tenancy Agreement as determined by the Proposed Landlord.
4. If the Tenancy Agreement in respect of the Property is not signed by the specified time on the last date for signing the Tenancy Agreement (or any later date which shall be mutually agreed in writing between the parties) or if the reservation has been cancelled by either party the Initial Holding Deposit shall only be repaid as provided below and not otherwise. Where the Proposed Landlord/Agent is entitled to retain the Initial Holding Deposit in whole or in part, this shall be payment for reserving the Property.
5. This agreement is not intended to create a tenancy in respect of the Property. It does not oblige any party to enter into a Tenancy Agreement. Either party may cancel the reservation. The pre-contract deposit is therefore not a tenancy deposit which is subject to protection under the Tenancy Deposit Protection Scheme in accordance with the provisions of the Housing Act 2004.
6. The Initial Holding Deposit is refundable in the following circumstances:-
  - I. **IN FULL** (*Minus the cost of the Tenant/s Referencing PAID - Strictly Non-Refundable and will be deducted should the referencing be applied for*)  
If the reservation is not accepted by the Proposed Landlord (where this agreement is entered into by the Agent) OR the Proposed Landlord withdraws the Property and cancels the reservation OR if the Proposed Landlord decides that the reference replies are not satisfactory OR if the Proposed Landlord does not agree to the special conditions above (where the Initial Holding Deposit is paid to the Agent).
  - II. **IN PART** (*Minus the cost of the Tenant/s Referencing PAID - Strictly Non-Refundable and will be deducted should the referencing be applied for*)  
If within 48 hours the Proposed Tenant cancels the reservation the Initial Holding Deposit will be refunded less a payment of £100 for reserving the Property OR if after 48 hours the Proposed Tenant/s cancels the reservation but the Proposed Landlord re-lets the Property with the same proposed move in date and at least at the same rent the Proposed Tenant/s had then less the payment of £100 for reserving the Property OR where the Proposed Landlord/Agent is unable to obtain reference replies within five working days (or such longer period as the Proposed Landlord/Agent agrees to) less the payment of £100 for reserving the Property.
7. Where the Proposed Tenant/s (or any of them) provides false, misleading or incorrect referencing information OR if after 48 hours the Proposed Tenant/s cancel the reservation AND (in either case) the Proposed Landlord is unable to re-let the Property by the proposed move in date and at no less than the proposed rent then the FULL amount of the Initial Holding Deposit shall be retained by the Proposed Landlord/Agent as payment for reserving the Property.
8. Where more than one person is named as Proposed Tenant either or any of them may cancel this reservation which will then be treated as a cancellation of the reservation on behalf of all of them.
9. Any cancellation of the reservation by either party must be in writing to be effective.

**IMPORTANT:** Please note that this reservation can be cancelled at any time by the Proposed Landlord or by the Proposed Tenant (or any of them).  
On cancellation the consequences described above shall apply as appropriate.

**By you signing or transferring the holding fee for this agreement,  
you acknowledge and agree to the above and its terms.**