HOLIDAY HOUSE SHARING

Owners: <<ioint owner's na

Property)

<<ioint owner's na

Property)

<<ioint owner's na

Property)

Property: The house [and gar

<<Address>>

<<Address>> <<Address>>

The fixtures furnitur

Contents:

1. **DECLARATION OF TRUS**

The Owners hold the 1.1 in the shares set ou

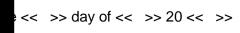
1.2 The Owners agree Owners and their fa

2. OWNERSHIP OF CONTE

- 2.1 Subject to clause shares set out abov
- 2.2 Clause 2.1 does no **EITHER** [<<insert furniture is owned 5

3. MANAGEMENT OF THE F

- 3.1 The Owners shall management of "Manager").
- 3.2 The Manager shall:
 - 3.2.1 maintain a b
 - 3.2.2 arrange ap Contents;
 - 3.2.3 arrange for
 - 3.2.4 pay all mor relating to th
 - 3.2.5 maintain do them availab



address>> (<< >>% share of

address>> (<< >>% share of

address>> (<< >>% share of

erty

hemselves as tenants in common

e used as a holiday home for the

htly owned by the Owners in the

tems which are owned as follows: able is owned by X, the garden >] OR [Not applicable].

umber to undertake day to day to in this Agreement as the

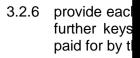
ver for the Property and the

rance premiums and other bills

lating to the Property and make

1

ure relating to the Property; f the Property as necessary; uest:



- 3.2.7 ensure that Property;
- 3.2.8 produce an income and
- 3.3 The Manager need referred to in claus Owners collectively
- 3.4 The Manager is en Property **EITHER** [I paid a reasonable f

4. DECISION MAKING

- 4.1 The Owners shall hand may hold addit
- 4.2 The Manager may
- 4.3 Any two Owners ma
- 4.4 Reasonable notice of the items on the
- 4.5 Meetings may be of instant communicat
- 4.6 A quorum for any m
- 4.7 Motions shall be pa Manager shall have

5. EXPENDITURE

- 5.1 Subject to clauses clause 3 shall be their shares in the F
- 5.2 Clause 5.1 does no paid for as follows according to the C bicycles will be paid
- 5.3 Clause 5.1 does no paid for as follows:
 - 5.3.1 any repairs particular Ov
 - 5.3.2 any alteration their sole us
 - 5.3.3 any insurar becomes pa their guests)
- 5.4 The Manager shall paid by each Owne

ys to the Property and arrange for d as required (with replacements

complied with in relation to the

ccount for the Owners showing

Owners in relation to the matters sonably and in the interests of the

enses he incurs in managing the aid for his time] OR [and shall be anager role].

nce a year to discuss the Property en required.

₽.

ime.

e and location of the meeting and

by telephone or other methods of

humber e.g. 2>>.

ty vote by a show of hands. The

re on the matters referred to in mers in the same proportions as

ems of expenditure which shall be tails e.g. utility bills will be split erty, all expenses relating to the blicable].

pes of expenditure which shall be

d as a result of the actions of a ll be paid for by that Owner;

uested by a particular Owner for shall be paid for by that Owner;

e in insurance premium which actions of a particular Owner (or Owner.

he estimated monthly sum to be



5.5 Each Owner shall account by standing

5.6 Once a year the Owners' contribution and adjust the estin

6. BOOKINGS

- 6.1 An Owner may arra
- 6.2 Subject to the followard first of the following from the following forms of the followi
- 6.3 [All owners shall have be entitled to use Property.]
- 6.4 The Owners shall b booking:
 - 6.4.1 <<insert det
 - 6.4.2 <<insert det the whole of
 - 6.4.3 <<insert det
- 6.5 Where this clause in accordance with [the weeks chart of calendar>>].
- 6.6 <<insert other prov holiday dates, etc>;

7. OWNERS' COVENANTS

- 7.1 Each Owner agrees
 - 7.1.1 To pay thei clause 5 an payment.
 - 7.1.2 To use the fit to deterioduring their
 - 7.1.3 To keep th commencen insured risks
 - 7.1.4 To make go which is cau
 - a) any l partion perm
 - b) any i any r

the act

thly sum into the Property bank in each month.

the actual expenditure with the dditional payments, give refunds ordingly.

erty by following the procedure in

clause an Owner may book the contacting the Manager.

the Property.] **OR** [Owners shall to each Owner's share in the

perty at the following times without

eks 1, 6, 7, 12, 34 & 45>>;

first two full weeks in August and

veek 1) this should be interpreted rt attached to this Agreement] **OR** timeshare website with a weeks

th of bookings, allocating school

are on the Property as set out in respect of any non-

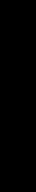
and careful manner and not allow operty clean and tidy at all times

n the same condition as at the wear and tear and damage by

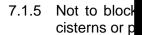
to the Property and the Contents

set out in this Agreement by that rson at the Property with their

gence of that particular Owner or the their permission.







- 7.1.6 To keep the months to p tanks and ot
- 7.1.7 To report to disrepair aff the Owner (should be m
- 7.1.8 To forward post or othe
- 7.1.9 To place all Owners the
- 7.1.10 In cases of Manager's a notice.
- 7.1.11 To use the <<insert ma
- 7.1.12 Not to allow agreement Property dur
- 7.1.13 Not to do a cause dama occupiers of
- 7.1.14 Not to play a outside the I
- 7.1.15 Not to use the
- 7.1.16 Not to use affecting the
- 7.1.17 Not to caus collect in o domestic us
- 7.1.18 Not to displate the Property
- 7.1.19 [Not to keep

OR

[Not to keep behaved dog

OR

[Not to keep the Manage by the Mana



he taps baths wash basins WCs serving the Property.

easonable level during the winter roperty or the water pipes drains by cold weather.

mage destruction loss defect or on as it comes to the attention of er is the Manager then the report ers).

other Owners as appropriate any roperty.

- s) provided for the Property by the mpetent authority.
- ne Manager or anyone with the roperty at any time and without

liday residence for a maximum of ants>> people only.

e Property without the unanimous save for guests occupying the

which may be a nuisance to or other Owners or the tenants or

r other device which can be heard

or immoral purposes.

which contravenes a restriction sehold title.

bus or inflammable substance to from those needed for general

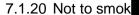
ement that is visible from outside

nal or pet.]

mal or pet other than a single well

imal or pet without first obtaining ubject to any conditions imposed





- 7.1.21 To comply w
- 7.1.22 Not to alter a interior of th unanimous a
- 7.1.23 At the end o the Property is ready for i

8. SALE OF THE PROPERT

8.1 The provisions of S of them wish to sell

9. NOTICES

 9.1 All notices given un of service the provi the Law of Property

10. INTERPRETATION

- Any obligation on includes an obligati thing.
- 10.2 Whenever there is obligations may be them individually.
- 10.3 The Owners do no person solely by vir
- 10.4 An obligation in thi Value Added Tax in

11. JURISDICTION

This Agreement shall be go

Signed as a deed by <<Owner's Name>> in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _

Address _____

ns affecting the Property.

e appearance structure exterior or ement of the Contents without the s.

y to remove their belongings from clean and tidy so that the Property

2 shall apply if the Owners or any re of the Property.

t be in writing and for the purpose ptices contained in Section 196 of ed in this Agreement.

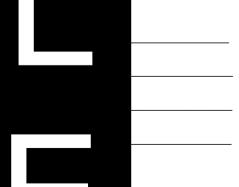
ement not to do an act or thing another person to do such act or

omprising an Owner that Owner's them jointly and against each of

ent should be enforceable by any nts of Third Parties) Act 1999.

ney includes an obligation to pay

gland and Wales.





Signed as a deed by <<Owner's Name>> in the presence of

Signature of witness ______

Name (in BLOCK CAPITALS) ___

Address _____

Signed as a deed by <<Owner's Name>> in the presence of

Signature of witness ___

Name (in BLOCK CAPITALS) ____

Address _____

[Add further execution clauses as

Sche

- If the Owners unanimously make arrangements for the
- If an Owner wishes to sell Owner must first offer to Schedule 2.
- If a departing Owner's shaparagraph 2 the share ma the remaining Owners.
- If a departing Owner's sha Manager will make arrange
- 5. The terms of a sale on the

Sched

- Each Owner grants the ot accordance with the prov share.
- If an Owner wishes to sel Owner must serve on the of
- An offer notice is a notice Owner's share of the Prop provisions of this Schedule
- The departing Owner must for a period of two months Owners have declined the
- If an Owner or Owners wis serve notice to this effect months of service of the of
- If one Owner serves an according of the departing Owner's s
- If more than one Owner set the offer notice a contraaccepting Owners for the saccepting Owners will split proportions as their existing proportions).
- The Owners will use all r Property and of the depart an offer notice and if the

perty

/ should be sold the Manager will he open market.

of their share of the Property that other Owners in accordance with

another Owner or Owners under d party approved unanimously by

third party under paragraph 3 the be sold on the open market.

reed by a majority of the Owners.

nption

buy their share of the Property in if an Owner wishes to sell their

If their share of the Property that ice complying with paragraph 3.

parting Owner offering to sell that or Owners in accordance with the

oose of their share of the Property e offer notice unless all the other er notice.

ained in the offer notice they must (an acceptance notice) within two

wo months of service of the offer wner and that Owner for the sale

ce within two months of service of he departing Owner and all the er's share of the Property and the share between them in the same erty (and will pay for it in those

o agree the market value of the on as possible following service of een agreed within four weeks of





service of an offer notice to Fellow or Associate of the years' experience of valuin

- A surveyor appointed und default of agreement shal Royal Institution of Charter
- 10. The surveyor will act as ar will be paid by the departin
- Once the value of the department
 be recorded in writing and
- 12. The transfer of the departir completed as soon as pagreement or determination

etermined by a surveyor who is a rtered Surveyors with at least ten Property.

chosen by all the Owners or in resident for the time being of the

be final and binding and his costs

been agreed or determined it will

acquiring Owner or Owners will be f the acceptance notice(s) and e.