

HOLIDAY HOUSE SHARING AGREEMENT

Owners: <<joint owner's name>> (<< address>> (<< >>% share of Property)

<<joint owner's name>> (<< address>> (<< >>% share of Property)

<<joint owner's name>> (<< address>> (<< >>% share of Property)

Property: The house [and garden]

<<Address>>

<<Address>>

<<Address>>

Contents: The fixtures furniture and fittings of the Property

1. BACKGROUND

1.1 The Owners hold the Property as tenants in common in the shares set out in clause 2.1 to a Declaration of Trust dated <<date>>.

1.2 The Owners have agreed that the Property is to be used as a holiday home for the Owners and their families.

2. OWNERSHIP OF CONTENTS

2.1 Subject to clause 2.2, the Property is jointly owned by the Owners in the shares set out above.

2.2 Clause 2.1 does not apply to the contents which are owned as follows: **EITHER** [<<insert details of contents owned by X, the garden furniture is owned 50% by Y>>] **OR** [Not applicable].

3. MANAGEMENT OF THE PROPERTY

3.1 The Owners shall appoint a Manager to undertake day to day management of the Property to in this Agreement as the "Manager").

3.2 The Manager shall:

3.2.1 maintain a book of the Property relating to the Property;

3.2.2 arrange appropriate insurance cover for the Property and the Contents;

3.2.3 arrange for repairs and maintenance of the Property as necessary;

3.2.4 pay all mortgage interest, insurance premiums and other bills relating to the Property;

3.2.5 maintain documents relating to the Property and make them available to the Owners on request;

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3.2.6 provide each Owner with keys to the Property and arrange for further keys to be made and as required (with replacements paid for by the Owner);

3.2.7 ensure that the Manager complies with the provisions of the Act and is complied with in relation to the Property;

3.2.8 produce an annual statement of account for the Owners showing income and expenditure;

3.3 The Manager need not be answerable to the Owners in relation to the matters referred to in clauses 3.2.6 to 3.2.8 reasonably and in the interests of the Owners collectively;

3.4 The Manager is entitled to the fees and expenses he incurs in managing the Property **EITHER** [as set out in the Schedule] **OR** [and shall be paid a reasonable fee for his services in his capacity as manager role].

4. DECISION MAKING

4.1 The Owners shall hold an Annual General Meeting once a year to discuss the Property and may hold additional meetings when required.

4.2 The Manager may call meetings of the Owners.

4.3 Any two Owners may call a meeting of the Owners.

4.4 Reasonable notice of the time, date and location of the meeting and of the items on the agenda shall be given to all Owners.

4.5 Meetings may be conducted wholly or partly by telephone or other methods of instant communication.

4.6 A quorum for any meeting shall be a majority of the Owners, or such number e.g. 2>>.

4.7 Motions shall be passed by a majority vote by a show of hands. The Manager shall have one vote.

5. EXPENDITURE

5.1 Subject to clauses 5.2 and 5.3, the Owners shall be liable for the costs of the Property on the matters referred to in clause 3 shall be borne by the Owners in the same proportions as their shares in the Property.

5.2 Clause 5.1 does not apply to the following items of expenditure which shall be paid for as follows: (a) repairs to the Property, all expenses relating to the bicycles will be paid for by the Owners [and shall be borne by the Owners in the same proportions as their shares in the Property].

5.3 Clause 5.1 does not apply to the following types of expenditure which shall be paid for as follows:

5.3.1 any repairs to the Property caused as a result of the actions of a particular Owner shall be paid for by that Owner;

5.3.2 any alterations to the Property requested by a particular Owner for their sole use shall be paid for by that Owner;

5.3.3 any insurance premium which becomes payable as a result of the actions of a particular Owner (or Owners) shall be paid for by that Owner.

5.4 The Manager shall estimate the estimated monthly sum to be paid by each Owner for the management of the Property.

- 5.5 Each Owner shall ... monthly sum into the Property bank account by standing ... in each month.
- 5.6 Once a year the ... the actual expenditure with the Owners' contributions, additional payments, give refunds and adjust the estimate accordingly.

6. BOOKINGS

- 6.1 An Owner may arrange to use the Property by following the procedure in this clause.
- 6.2 Subject to the following clause an Owner may book the Property on a first come first served basis by contacting the Manager.
- 6.3 [All owners shall have the right to use the Property.] **OR** [Owners shall be entitled to use the Property in proportion to each Owner's share in the Property.]
- 6.4 The Owners shall book the Property at the following times without booking:
- 6.4.1 <<insert details of booking weeks 1, 6, 7, 12, 34 & 45>>;
- 6.4.2 <<insert details of booking the first two full weeks in August and the whole of the month of September>>;
- 6.4.3 <<insert details of booking the last two full weeks in May and the first week of June>>;
- 6.5 Where this clause is not in accordance with the timeshare website [the weeks chart or calendar>>].
- 6.6 <<insert other provisions relating to the length of bookings, allocating school holidays, etc>>]

7. OWNERS' COVENANTS

- 7.1 Each Owner agrees to the following covenants:
- 7.1.1 To pay their share of the costs of the Property as set out in clause 5 and to contribute to the costs of the Property in respect of any non-recurring expenses.
- 7.1.2 To use the Property in a reasonable and careful manner and not allow it to deteriorate or be damaged and to keep the Property clean and tidy at all times during their stay.
- 7.1.3 To keep the Property in the same condition as at the commencement of their stay and to repair wear and tear and damage by insured risks.
- 7.1.4 To make good any damage to the Property and the Contents which is caused by them or their guests:
- a) any loss or damage to the Contents set out in this Agreement by that person at the Property with their permission;
- b) any loss or damage to the Contents by the negligence of that particular Owner or their guests without their permission.

- 7.1.5 Not to block the taps baths wash basins WCs cisterns or pipes serving the Property.
- 7.1.6 To keep the property at a reasonable level during the winter months to prevent the property or the water pipes drains tanks and other from freezing by cold weather.
- 7.1.7 To report to the Manager any damage destruction loss defect or disrepair as it comes to the attention of the Owner (whether or not the Manager is the Manager then the report should be made to the Manager).
- 7.1.8 To forward to the Manager any other Owners as appropriate any notice or report relating to the Property.
- 7.1.9 To place all notices (as provided for the Property by the competent authority).
- 7.1.10 In cases of emergency the Manager or anyone with the Manager's authority may enter the Property at any time and without notice.
- 7.1.11 To use the Property as a holiday residence for a maximum of <<insert maximum number of days>> people only.
- 7.1.12 Not to allow anyone to enter the Property without the unanimous agreement of the Owners (save for guests occupying the Property during the holiday period).
- 7.1.13 Not to do anything which may be a nuisance to or cause damage to the Property or the other Owners or the tenants or occupiers of the Property.
- 7.1.14 Not to play any musical instrument or other device which can be heard outside the Property before 8am.
- 7.1.15 Not to use the Property for immoral purposes.
- 7.1.16 Not to use the Property in a way which contravenes a restriction affecting the Property's title.
- 7.1.17 Not to cause or allow to be collected in or on the Property any dangerous or inflammable substance to the extent that it is not from those needed for general domestic use.
- 7.1.18 Not to display anything on the Property that is visible from outside the Property.
- 7.1.19 [Not to keep any animal or pet.]

OR

[Not to keep any animal or pet other than a single well behaved dog.]

OR

[Not to keep any animal or pet without first obtaining the permission of the Manager subject to any conditions imposed by the Manager.]

7.1.20 Not to smoke

7.1.21 To comply with

7.1.22 Not to alter or
interior of the
unanimous agreement

7.1.23 At the end of
the Property
is ready for

ns affecting the Property.

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

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

8. NOTICES

8.1 All notices given under
of service the provisions of
the Law of Property

it be in writing and for the purpose
otices contained in Section 196 of
ed in this Agreement.

9. INTERPRETATION

9.1 Any obligation on
includes an obligation to do
thing.

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

9.2 Whenever there is
obligations may be enforced
them individually.

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

9.3 The Owners do not
person solely by virtue of

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

9.4 An obligation in this
Value Added Tax in

ney includes an obligation to pay

10. JURISDICTION

This Agreement shall be governed by the law of

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 _____

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

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