HOLIDAY FLAT SHARING AG

Owners: <<joint owner's na Property)

> <<joint owner's na Property)

> <<joint owner's na Property)

Property: The flat at:-

<<Address>> <<Address>> <<Address>>

Block: The building and gr

Contents: The fixtures furnitur

1. DECLARATION OF TRUS

- 1.1 The Owners hold the in the shares set out
- 1.2 The Owners agree Owners and their fa

2. OWNERSHIP OF CONTE

- 2.1 Subject to clause 2 shares set out above
- 2.2 Clause 2.1 does no EITHER [<<insert furniture is owned 5

3. MANAGEMENT OF THE

- 3.1 The Owners shall management of t "Manager").
- 3.2 The Manager shall:
 - 3.2.1 maintain a b
 - 3.2.2 arrange app is done by the
 - 3.2.3 arrange for
 - 3.2.4 pay all ren insurance pi
 - 3.2.5 maintain do them availat





< >> day of << >> 20 << >>

address>> (<< >>% share of address>> (<< >>% share of

address>> (<< >>% share of

e of block of flats>>

erty

hemselves as tenants in common

e used as a holiday home for the

ntly 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

ure relating to the Property;

for the Contents and (unless this e Property;

of the Property as necessary;

charge, mortgage repayments, elating to the Property;

lating to the Property and make uest;

- 3.2.6 provide eac further keys paid for by t
- 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** [paid a reasonable f

4. DECISION MAKING

- 4.1 The Owners shall h and 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 o 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 as required (with replacements

complied with in relation to the

ccount for the Owners showing

Owners in relation to the matters onably 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 ien required.

ime.

e and location of the meeting and

y telephone or other methods of

number e.g. 2>>.

ty vote by a show of hands. The

re on the matters referred to in ners 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 plicable].

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 this clause.
- 6.2 Subject to the follo Property on a first of
- 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
 - 6.4.3 <<insert det

the whole of

- 0.4.0 <</r>
- 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 l it to deterio during their
 - 7.1.3 To keep th commencen insured risks
 - 7.1.4 To make go which is cau
 - a) any l partic perm
 - b) any i any p















hly sum into the Property bank in each month.

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

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

erty 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

re on the Property as set out in rowners 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 their permission.

- 7.1.5 Not to block cisterns or p
- 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 du
- 7.1.13 Not to do a cause dama occupiers of
- 7.1.14 Not to play a outside the l
- 7.1.15 Not to use the
- 7.1.16 To observe Property an affecting the
- 7.1.17 Not to caus collect in o domestic us
- 7.1.18 Not to displation the Property
- 7.1.19 [Not to keep

OR

[Not to keep behaved dog

OR

[Not to keep the Manage









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 oon 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.

he Manager or anyone with the roperty at any time and without

liday residence for a maximum of ints>> 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 fore 8am.

or immoral purposes.

ns of the Owners' lease of the which contravenes a restriction

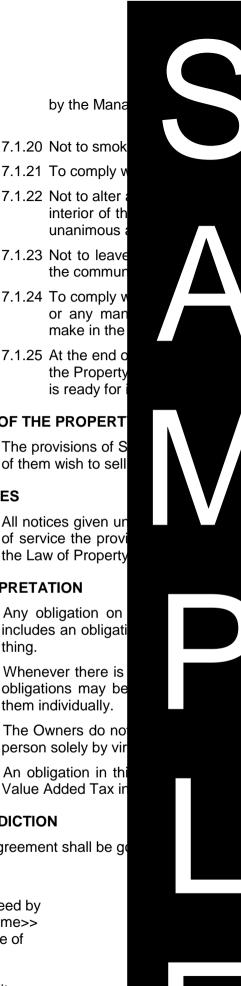
ous or inflammable substance to from those needed for general

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



ns affecting the Property.

e appearance structure exterior or ement of the Contents without the

ny items or hang any washing in

the owner of the Block its agents he Block may from time to time ement of the Block.

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

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

INTERPRETATION 10.

- 10.1 Any obligation on includes an obligati thing.
- 10.2 Whenever there is obligations may be them individually.
- 10.3 The Owners do not 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 _

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

t be in writing and for the purpose tices 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.

@Simply-Docs - PROP.HOL.14 - Holiday Flat Sha

Name (in BLOCK CAPITALS)	
Address	
Signed as a deed by < <owner's name="">> in the presence of</owner's>	
Signature of witness	
Name (in BLOCK CAPITALS)	
Address	
Signed as a deed by < <owner's name="">> in the presence of</owner's>	
Signature of witness	
Name (in BLOCK CAPITALS)	
Address	
[Add further execution clauses as	
@Simply-Docs - PROP.HOL.14 - Holiday Flat Sha	Trust)



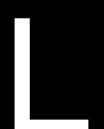
- 1. If the Owners unanimousl make arrangements for the
- If an Owner wishes to sel Owner must first offer to Schedule 2.
- If a departing Owner's sha paragraph 2 the share ma the remaining Owners.
- 4. If a departing Owner's sha Manager will make arrange
- 5. The terms of a sale on the

Sched

- Each Owner grants the ot accordance with the prov share.
- 2. If an Owner wishes to sel Owner must serve on the o
- 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 ad notice a contract is formed of the departing Owner's sl
- If more than one Owner set the offer notice a contraaccepting Owners for the s accepting Owners will spli proportions as their existi 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.

f their share of the Property that ther 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

f 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 owner 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 t 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
- 11. Once the value of the depa be recorded in writing and
- 12. The transfer of the departir completed as soon as a agreement or determinatio





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.