

## HOLIDAY FLAT SHARING AGREEMENT

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

**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 flat at:-

<<Address>>

<<Address>>

<<Address>>

**Block:** The building and ground (<< >> of block of flats>>)

**Contents:** The fixtures furniture and fittings (<< >> of the Property)

### 1. BACKGROUND

1.1 The Owners hold the Property (<< >> themselves as tenants in common in the shares set out in clause 2 (<< >> to a Declaration of Trust dated <<date>>).

1.2 The Owners have agreed (<< >> is to be used as a holiday home for the Owners and (<< >>).

### 2. OWNERSHIP OF CONTENTS

2.1 Subject to clause 2 (<< >> Property is currently owned by the Owners in the shares set out above (<< >>).

2.2 Clause 2.1 does not (<< >> items which are owned as follows: (<< >> table is owned by X, the garden (<< >>] OR [Not applicable].

### 3. MANAGEMENT OF THE PROPERTY

3.1 The Owners shall (<< >> number 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 (<< >> for the Contents and (unless this is done by the Manager) (<< >> the Property;

3.2.3 arrange for repairs (<< >> of the Property as necessary;

3.2.4 pay all rent (<< >> charge, mortgage repayments, insurance premiums (<< >> relating to the Property;

S

3.2.5 maintain do  
them availab

relating to the Property and make  
quest;

3.2.6 provide each  
further keys  
paid for by t

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

3.2.7 ensure that  
Property;

complied with in relation to the

3.2.8 produce an  
income and

account for the Owners showing

3.3 The Manager need  
referred to in claus  
Owners collectively

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

3.4 The Manager is en  
Property **EITHER** [  
paid a reasonable f

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

#### 4. **DECISION MAKING**

4.1 The Owners shall h  
and may hold addit

nce a year to discuss the Property  
hen required.

4.2 The Manager may c

e.

4.3 Any two Owners ma

time.

4.4 Reasonable notice  
of the items on the

e and location of the meeting and

4.5 Meetings may be c  
instant communicat

by telephone or other methods of

4.6 A quorum for any m

number e.g. 2>>.

4.7 Motions shall be pa  
Manager shall have

ty vote by a show of hands. The

#### 5. **EXPENDITURE**

5.1 Subject to clauses  
clause 3 shall be c  
their shares in the F

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

5.2 Clause 5.1 does no  
paid for as follows  
according to the O  
bicycles will be paid

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

5.3 Clause 5.1 does no  
paid for as follows:

ypes of expenditure which shall be

5.3.1 any repairs  
particular O

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

5.3.2 any alteratio  
their sole us

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

5.3.3 any insuran  
becomes pa  
their guests)

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

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- 5.4 The Manager shall pay the estimated monthly sum to be paid by each Owner
- 5.5 Each Owner shall pay the monthly sum into the Property bank account by standing order in each month.
- 5.6 Once a year the Manager shall compare the actual expenditure with the Owners' contributions and make additional payments, give refunds and adjust the estimated monthly sum accordingly.

## 6. BOOKINGS

- 6.1 An Owner may arrange to book the Property by following the procedure in this clause.
- 6.2 Subject to the following, 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 last two full weeks in September>>;
- 6.4.3 <<insert details of booking week 1)>>
- 6.5 Where this clause is not in accordance with the timeshare website with a weeks chart attached to this Agreement] OR [the weeks chart of the timeshare website with a weeks 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 running costs of the Property as set out in clause 5 and to contribute to the running 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 or visitors.
- a) any loss or damage to the Property or Contents set out in this Agreement by that person at the Property with their permission.

- b) any i  
any p
- 7.1.5 Not to block the taps baths wash basins WCs  
cisterns or p
- 7.1.6 To keep the  
months to p  
tanks and o
- 7.1.7 To report t  
disrepair aff  
the Owner (i  
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
- 7.1.15 Not to use th
- 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 displa  
the Property
- 7.1.19 [Not to keep
- gence of that particular Owner or  
th their permission.
- the taps baths wash basins WCs  
serving the Property.
- reasonable level during the winter  
property or the water pipes drains  
by cold weather.
- amage 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  
property.
- s) provided for the Property by the  
mpetent authority.
- he Manager or anyone with the  
property at any time and without
- oliday residence for a maximum of  
ants>> people only.
- the Property without the unanimous  
save for guests occupying the
- which may be a nuisance to or  
e other Owners or the tenants or
- or other device which can be heard  
before 8am.
- or immoral purposes.
- ons 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
- mal or pet.]

**OR**

[Not to keep  
behaved dog

mal or pet other than a single well

**OR**

[Not to keep  
the Manage  
by the Mana

imal or pet without first obtaining  
subject to any conditions imposed

7.1.20 Not to smoke

7.1.21 To comply with

ns affecting the Property.

7.1.22 Not to alter the  
interior of the  
unanimous a

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

7.1.23 Not to leave  
the commun

any items or hang any washing in

7.1.24 To comply with  
or any man  
make in the

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

7.1.25 At the end of  
the Property  
is ready for

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

## 8. NOTICES

8.1 All notices given un  
of service the provi  
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 obligati  
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  
them individually.

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

9.3 The Owners do not  
person solely by vir

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

9.4 An obligation in thi  
Value Added Tax in

ney includes an obligation to pay

## 10. JURISDICTION

This Agreement shall be go

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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