

DECLARATION OF TRUST dated

>> 20 << >>

Owner 1: <<joint owner's name>>

address>>

Owner 2: <<joint owner's name>>

address>>

Owner 3: <<joint owner's name>>

address>>

Property: The [house] [flat] [apartment]

<<Address>>

<<Address>>

<<Address>>

Mortgage: The mortgage dated >> 20 << >> made between (1) the Owners and (2) >> or any other mortgage secured on the Property

>> 20 << >> made between (1) the Owners and (2) >> or any other mortgage secured on the Property

Contents: The fixtures furniture and fittings

Property

1. DEFINITIONS

1.1 The following definitions apply:

“Improvements”

carried out at or improvements made in accordance with an agreement between the Owners << >>;

“Mortgage Payments”

payments or capital repayments and interest under or in connection with the mortgage;

“Owner 1’s Initial Contribution”

<< >> paid by Owner 1 towards the purchase of the Property;

“Owner 2’s Initial Contribution”

<< >> paid by Owner 2 towards the purchase of the Property;

“Owner 3’s Initial Contribution”

<< >> paid by Owner 3 towards the purchase of the Property;

“Purchase Costs”

incurred in purchasing the Property as set out in the Schedule;

“Relevant Expenditure”

the Owners in respect of: the Purchase Costs; and the Total Expenditure;

“Total Expenditure”

the following amounts: the Owner 1’s Initial Contribution; the Owner 2’s Initial Contribution; the Owner 3’s Initial Contribution; and the Relevant Expenditure.

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2. DECLARATION OF TRUST

2.1 In clause 2.2:

2.1.1 "C1" denote

2.1.2 "C2" denote

2.1.3 "C3" denote

2.1.4 "R1" denote

2.1.5 "R2" denote

2.1.6 "R3" denote

2.1.7 "T" denotes

2.2 The Owners declare that if of this deed they hold the Property, they hold the Property, subject to the Mortgage, as tenants in common in the following shares:

2.2.1 Owner 1's proportion shall be determined by the formula

$$\frac{C1 + R1}{T}$$

T

2.2.2 Owner 2's proportion shall be determined by the formula

$$\frac{C2 + R2}{T}$$

T

2.2.3 Owner 3's proportion shall be determined by the formula

$$\frac{C3 + R3}{T}$$

T

3. OWNERSHIP OF CONTENTS

3.1 Subject to clause 3.2, the contents of the Property shall be jointly owned by the Owners in the same proportions as their shares in the Property.

3.2 [Clause 3.1 does not apply to the following items which are owned as follows: the kitchen is owned by Owner 1, the garden is owned by Owner 2 and the furniture is owned 50% by Owner 3.]

4. MORTGAGE

4.1 Each Owner agrees to pay the Mortgage in the following proportions: Owner 1 to pay 50%, Owner 2 to pay 50% and Owner 3 to pay 0% or proportions as may be agreed between the Owners. Each Owner shall be liable to indemnify the other Owners in respect of any non-payment of the Mortgage.

5. EXPENDITURE

5.1 Subject to clauses 5.2 and 5.3, the costs of repairs on the Property shall be divided between the Owners in the following proportions: Owner 1 to pay 50%, Owner 2 to pay 50% and Owner 3 to pay 0% or such other proportions as may be agreed between the Owners.

5.2 [Clause 5.1 does not apply to the following items of expenditure which shall be borne by the Owners in the following proportions: Owner 1 to pay 50%, Owner 2 to pay 50% and Owner 3 to pay 0% or such other proportions as may be agreed between the Owners.]

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be paid for as follows in respect of the Owners' use of 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 or any part of a particular Owner's share of the Property;

5.3.2 any alterations to the Property or any part of a particular Owner's share of the Property for their sole use;

5.3.3 any insurance premium which becomes payable in respect of the Property or any part of a particular Owner's share of the Property (other than their guests);

5.4 Each Owner shall be responsible for any Relevant Expenditure incurred by that Owner.

6. OWNERS' COVENANTS

6.1 Each Owner agrees to observe the following covenants:

6.1.1 To pay their share of the costs of the Property as set out in clause 5 and to make good any damage to the Property or any part of the Property caused by their negligence or the negligence of any person at the Property with their permission.

6.1.2 When the Owner is in possession of the Property to use the Property and the Contents in a proper and lawful manner and not allow them to deteriorate.

6.1.3 To make good any damage to the Property and the Contents which is caused by their negligence or the negligence of any person at the Property with their permission.

a) any damage to the Property or any part of the Property caused by their negligence or the negligence of any person at the Property with their permission;

b) any damage to the Property or any part of the Property caused by the negligence of that particular Owner or any person at the Property with their permission.

6.1.4 Not to alter the appearance structure exterior or interior of the Property or any part of the Property without the unanimous agreement of the Owners.

7. SALE OF THE PROPERTY

7.1 The provisions of Section 196 of the Law of Property Act 1969 shall apply to the sale of the Property as if the Property were a leasehold estate in fee simple.

8. NOTICES

8.1 All notices given under this Agreement shall be in writing and for the purpose of service the provisions of the Law of Property Act 1969 shall apply as if the Property were a leasehold estate in fee simple.

9. INTERPRETATION

9.1 Any obligation on a person to do an act or thing includes an obligation on that person to cause another person to do such act or thing.

9.2 The Owners do not intend that any provision of this Agreement should be enforceable by any person (other than the Owners) under the Contracts (Rights of Third Parties) Act 1999.

utility bills will be split according to the proportion of the total area of the Property which is used by each Owner;

types of expenditure which shall be paid for as follows:

paid as a result of the actions of a particular Owner;

requested by a particular Owner for their sole use;

in insurance premium which becomes payable in respect of the Property or any part of a particular Owner (other than their guests);

any Relevant Expenditure incurred by that Owner.

ure on the Property as set out in clause 5 and to make good any damage to the Property or any part of the Property caused by their negligence or the negligence of any person at the Property with their permission.

roperty to use the Property and the Contents in a proper and lawful manner and not allow them to deteriorate.

to the Property and the Contents which is caused by their negligence or the negligence of any person at the Property with their permission.

set out in this Agreement by that particular Owner or any person at the Property with their permission.

gence of that particular Owner or any person at the Property with their permission.

appearance structure exterior or interior of the Property or any part of the Property without the unanimous agreement of the Owners.

he Property is sold.

t be in writing and for the purpose of service the provisions of the Law of Property Act 1969 shall apply as if the Property were a leasehold estate in fee simple.

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9.3 An obligation in this Agreement includes an obligation to pay Value Added Tax in accordance with the law of the United Kingdom.

10. JURISDICTION

This Agreement shall be governed by the law of England 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 required]

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Schedule 1

Item

Purchase price

Stamp duty land tax

Surveyor's fees

Mortgage application fee

Legal fees

Land Registry fees

Conveyancing search fees

TOTAL

Schedule 2

1. Following a sale of the Property:
 - a) the outstanding Mortgage
 - b) all professional fees incurred in connection with the sale.
2. The balance of the proceeds of sale shall be distributed in the same proportions as their shares in the Property.

to be deducted from the proceeds of sale:

and all other charges lawfully incurred in connection with the sale.

as set out in the Schedule 2 to the Offer Document.