

**HOUSE CO** **ENT –**  
**(F2 S** **EL)**

**DECLARATION OF TRUST**

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THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN the persons listed below, whose

IT IS AGREED as follows:

## 1. Definitions

"**Acceptance Notice**" means the duplicate

party who is serving it.

"**Acceptance Period**" means a period commencing by the person who is serving it and ending on the expiry of 5 weeks, or (if later); the expiry of 2 weeks after the day that the Pre-Emption.

of an Offer Notice signed and dated

in accordance with the terms of the Right of

"**Completion Date**" means the day that is

of the Acceptance Notice.

"**Disposal**" means a disposition or an agreement of any Owner's interest in the Property including (but not limited to) a sale of an exchange in return for other property; a declaration of trust (other than

to be construed accordingly.

"the **Mortgage**" means the mortgage defined

"**Offer Notice**" means a written notice detailing the Property to another Owner or Owners in accordance with clauses 18 to 20. The Offer Notice shall be signed by the Owner serving it.

Offer Notice shall be signed by the Owner

"the **Operating Costs**" means all mortgage interest, repairs and other expenses incurred in the day to day running of the Property.

, repairs and other expenses incurred

"the **Owners**" means those persons whose

"the **Property**" means

"the **Property Manager**" means the other Owner appointed in accordance with any procedure in schedule 5.

other Owner appointed in accordance

"the **Purchase Expenses**" means all legal fees, stamp duty, land registry fees and other costs incurred in the purchase of the Property the record of which can be found at schedule 6.

fees, stamp duty, land registry fees and the record of which can be found at

"the **Purchase Date**" means

"the **Purchase Price**" means the sum of £

"**Right of Pre-Emption**" means the right for the first in the Property in accordance with clauses 18 to 20 of this deed inclusive in the disposal.

first in the Property in accordance with disposal.

"the **Shared Contents**" means the fixtures and fittings for the shared use of all of the Owners.

shared use of all of the Owners.

"**Transfer Price**" means the amount that is the share of the Property vested in the Owner in accordance with clause 22 to be the market value of the

clause 22 to be the market value of the

"**Working Day**" means any day from Monday to Friday which is a bank or statutory holiday.

which is a bank or statutory holiday.



## 2. Recitals

- 2.1 The Owners purchased the Property for themselves and their children to hold on trust for themselves as tenants in common.
- 2.2 The details of the mortgage (if any) can be found in Schedule 1.
- 2.3 The Owners provided a deposit for the mortgage in accordance with clause 7.
- 2.4 The Owners wish to declare the extent of their ownership of the Property and also to regulate their use of the Property.

## 3. Declaration of Trust

- 3.1 The Property is held on trust by the Owners and their children (as to their shares set out in schedule 2 to sell the Property and hold the net proceeds of sale of the Property (after the Mortgage) on trust to pay to the Owners the sums contributed to the Purchase Price of the Property and to hold the net proceeds of sale on trust for the Owners in the proportions set out in Schedule 2.

## 4. Ownership of the Shared Contents

- 4.1 All fixtures, fittings, furniture and effects in the Property are jointly owned by the Owners unless otherwise provided for in Schedule 3.

## 5. Habitation

- 5.1 The Owners intend to live in the Property.
- 5.2 If an Owner ceases to use the Property, he or she shall remain liable to pay his share of the Operating Costs for as long as he or she retains an interest in the Property.

## 6. Property Manager

- 6.1 One of the Owners must act as the Property Manager.
- 6.2 The Property Manager is responsible for the management of the Property throughout the course of this agreement.
- 6.3 The Property Manager must promptly ensure that the Property is safe and secure.
- 6.4 The Property Manager must ensure that all documents relating to the Property are stored safely and securely and must provide to an Owner copies of any such documents on request.
- 6.5 The Property Manager may delegate a limited part of his or her duties to other persons.
- 6.6 The Property Manager shall be entitled to employ any persons to undertake any repairs or maintenance work reasonably and in the interests of all the Owners.

## 7. Meetings and Decision Making

- 7.1 All decisions must be made fairly and reasonably.
- 7.2 The Owners must hold a meeting at the Property or at such other place as they may agree on other occasions subject to majority agreement.
- 7.3 The Property Manager will send notice of the meeting to all the Owners not less than one calendar month before the date of the meeting. He or she shall use their best endeavours to agree the agenda for the meeting before the meeting, the meeting shall take place at the time and place specified in the notice.
- 7.4 Not less than 5 days prior to the meeting the Property Manager shall discuss at the meeting and the Property Manager shall be entitled to discuss any issues which he or she wishes to discuss at the meeting.
- 7.5 At each meeting, all motions put forward shall be decided by a simple majority of those present and voting. In the event that a simple majority cannot be reached, the Property Manager shall have the deciding vote provided that if only 2 Owners attend the meeting, the motion will not be passed.
- 7.6 A quorum for the purposes of each meeting shall be two Owners.
- 7.7 Within 14 days from the date of each meeting the Property Manager shall send to the Owners and a copy of the minute sheet of the meeting.

- 7.8 All amendments or variations to this agreement must be agreed in writing, signed by those who approved the original agreement.

## 8. Finances

- 8.1 The Purchase Expenses shall be borne by the Owners in the proportions set out in Schedule 2.
- 8.2 The Property Manager will arrange for the payment of the Operating Costs for the sole purpose of paying the Operating Costs.

hold on trust for themselves as tenants in common.

clause 7.

Property and also to regulate their use of the Property.

the shares set out in schedule 2 to sell the Property and hold the net proceeds of sale of the Property (after the Mortgage) on trust to pay to the Owners the sums contributed to the Purchase Price of the Property and to hold the net proceeds of sale on trust for the Owners in the proportions set out in Schedule 2.

jointly owned by the Owners unless otherwise provided for in Schedule 3.

liable to pay his share of the Operating Costs for as long as he or she retains an interest in the Property.

Property Manager.

the Property are fully paid and up to date.

ence of the Property to be carried out so as to ensure that the Property is safe and secure.

ots, tax and legal records relating to the Property are stored safely and securely and must promptly following a request from an Owner provide to an Owner copies of any such documents on request.

that other Owner's consent.

Property (including but not limited to the management of the Property) that the Property Manager is acting in the interests of all the Owners referred on him by this agreement.

the Owners.

of this agreement (or earlier and/or on other occasions subject to majority agreement of the Property.

posed agenda to all the Owners not less than one calendar month before the date of the meeting. He or she shall use their best endeavours to agree the agenda for the meeting before the meeting, the meeting shall take place at the time and place specified in the notice.

of any issues which he or she wishes to discuss at the meeting.

s by simple majority decision on a motion put forward. In the event that a simple majority cannot be reached, the Property Manager shall have the deciding vote provided that if only 2 Owners attend the meeting, the motion will not be passed.

minute of the meeting and distribute this to all the Owners.

denced in writing, signed by those who approved the original agreement.

and the Property.

it for the sole purpose of paying the Operating Costs.

