

AU-COMsho10

## **Caravan share agreement**

**Dated:** [date]

[Names of all Owners]

# Contents

1. Definitions
2. Interpretation
3. Terms of beneficial interest
4. Relationship of Owners
5. Procedure at meetings
6. Management and Common Fund
7. Use of the Caravan
8. The Accessories
9. Personal possessions
10. Undertakings by the Owners
11. Warranties and indemnities
12. Long stop termination date
13. Termination and assignment
14. Confidentiality
15. Miscellaneous matters

- |             |                        |
|-------------|------------------------|
| Schedule 1: | Details of the Caravan |
| Schedule 2: | The Timetable          |
| Schedule 3: | Operating Costs        |
| Schedule 4: | The Inventory          |



vests by operation of law (for example an executor) or legal )

“Share” means a share in ownership of the Caravan.

“Timetable” means the [quarterly/half-yearly/annual] usage plan of the Caravan

2 .

## 2. Interpretation

In this agreement unless the context :

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.4. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context
- 2.5. the headings to the paragraphs and schedules ( )
- 2.6. any agreement by any party not to do or
- 2.7. [except where stated otherwise,]

2.8. this agreement is made only in the English language. If there is any

### 3. Terms of beneficial interest

3.1. Ownership of \_\_\_\_\_ :

[names, listed]

But the Caravan is held by those

:

[Name 1] 15%

[Name 2] 25%

[Name 3] 20%

[Name 4] 30%

[more]

3.2. All Operating Costs and improvements of a capital nature shall be \_\_\_\_\_

### 4. Relationship of Owners

4.1. This agreement contains the entire understanding \_\_\_\_\_

4.2. While entering into this agreement each of the Owners \_\_\_\_\_

4.3. This agreement does not create any \_\_\_\_\_

4.4. No Owner is the agent of other Owner and none has authority \_\_\_\_\_

## 5. Procedure at meetings

- 5.1. Within one week of today, [ABC] shall, by [ 28 ]
- 5.2. At least [once / twice] in every year [name], the chairman of the last previous meeting, [ 28 ]
- 5.3. At the meeting, motions will be put, on which the Owners will vote. Each vote
- 5.4. The Owners shall exercise control over the Caravan management by discussion
- 5.5. Except as specified in this agreement or without the unanimous
- 5.6. The first item for the attention of the meeting shall be the appointment of a chairman of that meeting. An Owner may vote for himself. It shall not be

## 6. Management and Common Fund

6.1. Each Owner agrees that he will act as Caravan

, , .

OR

6.2. [DEF] will act

, .

6.3. The Caravan manager shall:

6.3.1 collect cash from all Owners in proportion to their ownership to create and maintain the Common Fund. The Common

,

;

6.3.2 pay all bills

;

6.3.3 purchase and maintain Accessories as required;

6.3.4 organise and ensure that

;

6.3.5 deal with any professional manager agreed by the ; [

[ ] [ ]];

6.3.6 find and manage

;

6.3.7 insure the Caravan

;

6.3.8 arrange security for the Caravan;

6.3.9 pay all

;

6.3.10 keep all documents and records updated

;

6.3.11 manage availability of

6.3.12 indemnify all other Owners for non-compliance

6.4. Each [year / half year], the Caravan manager shall prepare a [ / ]

6.5. Within one month of the end of each [year / half year], the Caravan manager shall provide to [ / ] [ / ]

6.6. In the absence of obvious error, all the Owners

6.7. The current estimate of prospective Operating Costs for the next twelve \$ [ ], [ ], [ ]

6.8. If any Owner shall fail to pay money on account

6.9. No payment shall be made to the

## 7. Use of the Caravan

The Owners agree that they will:

7.1. not use the Caravan for any commercial purpose



- 7.2. use the Caravan only ;
- 7.3. accept full ;
- 7.4. indemnify other Owners for the all damages or loss which ;
- 7.5. not take [ ].
- 7.6. ensure only Competent Drivers drive the :
- 7.6.1 the Owners
- 7.6.2 [name 1]
- 7.6.3 [name 2]
- 7.6.4 anyone with [full drivers license] qualification and [ [ ] ]
- 7.6.5 [enter more condition].
- 7.7. drive the ;

## 8. The Accessories

- 8.1. Normal maintenance of .
- 8.2. Accessories contributed by an Owner will .
- 8.3. An Owner may remove from the Caravan [ ] .
- 8.4. Accessories bought jointly by the Owners remain jointly owned [ / ] .

8.5. Damage to any Accessory will be repaired or made good ( )

8.6. Any damage claim against a third party, [ ]

## 9. Personal possessions

9.1. The Owners agree to

9.2. [ABC] has been [ ] .

9.3. [DEF] has been [ ] .

9.4. Whether or not these places are secure, [ ] .

## 10. Undertakings by the Owners

Each Owner :

10.1. promptly pay his share of the Operating Costs;

10.2. not accumulate anything in ;

10.3. keep the Caravan in clean and good condition at all times [ ] ;

10.4. maintain the Inventory;

10.5. give up possession of the Caravan as - ;

- 10.6. fully cooperate in repairing ;
- 10.7. clean, maintain and keep , , ;
- 10.8. not bring into the Caravan , , ;
- 10.9. not use the , , ;
- 10.10. not make any , ;
- 10.11. not change or install any locks on doors and [ ];
- 10.12. ;
- 10.13. , ;
- 10.14. , , ;
- 10.15. , , ;
- 10.16. ;
- 10.17. / / .
- 10.18. ;
- 10.19. [ ]]

## 11. Warranties and indemnities

11.1.

11.2.

11.3.

## 12. Long stop termination date

12.1.

12.2.

12.3.

12.4.

## 13. Termination and assignment

[ 01 -

]

13.1. [ ] , 31st 2018 [ 95 ]% 31st 2018 [ ] .

13.2. , ( )

[ 02 - ]

13.3. [ ]

13.4. \$[ ] ( ) .

13.5.

13.6.

[ 03 - ]

13.7.

, , :

13.8.

.

13.9.

,

.

13.10.

,

[ 14 ].

,

,

[ ].

,

13.11.

.

## 14. Confidentiality

14.1.

.

14.2.

,

(

),

(

)

.

## 15. Miscellaneous matters

15.1.

15.2.

15.3.

15.4.

15.5.

15.6.

15.7.

15.8.

15.9.

It shall be deemed to have been delivered:

:

;

: 72 ;

-

- : 24

. [

, ) ( ]

15.10.

,

.

15.11.

,

.

15.12.

.

15.13.

,

[

]

[ ] .

**Where a party is a company**

/ [ ] [ ]  
[ ] .



***Where a party is an individual***

Signed by

Signed by

## Schedule 1 Details of the Caravan

:

- Name and address of owners

- Caravan make

- Model

- Exact model variant (6400L)

- / - -

- ( ) .

- VIN identification number,

- ( , , )

- ( , , )

- Insurance details

- ? ( , , )

- ?

## Schedule 2 The Timetable

[ . ; [ ] [ / / ]

[ ] [ ] [ / / ]

[ ] [ ] [ / / ]

.....

[ ] , [ -

[ [ ]

[ [ ] / ,

OR

[ / / ] /

OR,

[ 15 ] .]

OR,

in accordance with the following timetable:]

## Schedule 3 Operating Costs

[ : ]

1. Insurance of the Caravan, etc ;

2. , ( )

3.

4. other specific expenses in your case].

## Schedule 4 The Inventory

[ [ 5 ]

, , . ( , , ,  
, , .)]

## Explanatory notes:

### Caravan share agreement

## General notes:

1. This agreement contains many areas where Net Lawman has prompted your consideration by providing an example solution, but not necessarily the one you will choose. This is particularly the case in issues of management, operation of the Caravan, who may drive it, and ownership of equipment. We
2. You should use the names of owners to replace “(ABC)” “( )”.
3. For the purpose of this agreement, a caravan could be a touring caravan towed behind a car/ vehicle to its site and parked only for a brief period at a time, or a static caravan towed to site without any particular intention to move it. It may remain parked on a single plot for many years. We
4. For touring caravans, you must be aware of the Caravan Registration and Identification Scheme. So we suggest before you enter into this agreement by all means check vehicle identification number ( ) .

<https://www.ppsr.gov.au/>

You may find details of caravan registration process in

### ACT

<https://www.accesscanberra.act.gov.au/>

### NSW

<http://www.rms.nsw.gov.au/roads/registration/index.html>

### NT

<https://nt.gov.au/driving/registration/authorised-vehicle-inspectors>

### Queensland

<http://www.qld.gov.au/transport/registration/register/caravan/index.html#how>

## SA

<http://www.sa.gov.au/topics/transport-travel-and-motoring/motoring/vehicles-and-registration/vehicle-registration/unregistered-vehicles>

## TAS

[http://www.transport.tas.gov.au/registration/options/new\\_vehicles\\_-\\_other\\_new\\_vehicles](http://www.transport.tas.gov.au/registration/options/new_vehicles_-_other_new_vehicles)

## Victoria

<https://www.vicroads.vic.gov.au/registration/new-registration/register-a-trailer-or-caravan>

## Paragraph specific notes:

Note: numbering refers to paragraph numbers.

### 1. Definitions

You may change the terms as suitable to your agreement. We may not have been able to provide you with defined terms which are precisely suitable to your requirement. By all means /

Remember too, that when a word or phrase is defined, the defined ,

You should first decide on the contents of the document, then return to check

### 2. Interpretation

There are some very important points here that affect many other parts of the document. Leave these items in place unless there is a good reason to

### 3. Terms of beneficial interest

This agreement is drawn to provide for separate ownership shares so that on the death of one Owner, his legal title in the Caravan

#### **4. Relationship of Owners**

This is a simple statement for the avoidance of doubt. It is important however, that this document does not accidentally create other relationships. It may be that to become

#### **5. Procedure at meetings**

You may require a formal procedure if there are

#### **6. Management and Common Fund**

The idea of inclusion of a common fund is to ensure that every time a specific requirement with respect to the management of the caravan, insuring the caravan with a reputable insurance agent, payment of taxes, payment of insurance premiums, dealing with authorities etc. arises, the caravan manager need not run to the other owners for their sanction or approval of money. It ensures smooth operation of all the activities without bothering the other owners

6 . 3 . 1

#### **7. Use of the Caravan**

People acceptable to be in charge should be named,

/

#### **8. The Accessories**

Delete if

#### **9. Personal possessions**



This entire

## **10. Undertakings by the Owners**

These undertakings are very simple.

## **11. Warranties and indemnities**

11.3 This means that if some person

( )

## **12. Long stop termination date**

12.2 This provision can stand alone if

## **13. Termination and assignment**

Alternative “exit strategies” are given because this is a very important area and

## **14. Confidentiality**

The Owners need to know

!

## **15. Miscellaneous matters**

This paragraph contains a

These are just as valid in

**End of notes**