

NZ-PRsho04

## **Shared purchase agreement: holiday house between three or more owners**

**Dated:** [Date]

[Names of all owners]

# Contents

1. Definitions
2. Summary of agreement
3. Terms of beneficial interest
4. Relationship of owners
5. Price and payment for the Property
6. Use of the Property
7. Procedure at meetings
8. Management and expenses
9. The furniture and fixtures
10. Personal possessions
11. Undertakings by the owners
12. Warranties and indemnities
13. Confidentiality
14. Long stop termination date
15. Termination and assignment
16. Ownership terminated by operation of law
17. Notices and service
18. Rights of third parties
19. Severability
20. Dispute resolution
21. Jurisdiction

Schedule 1: List of furniture and fixtures

Schedule 2: The Timetable

This agreement is dated: [date]

It is made between [name - ]

of [address] ( . )

[list all other co-owners, whether their names are  
]

These are the agreed terms:

## 1. Definitions:

These definitions apply unless the context :

"Confidential Information" means all information about an Owner,  
.

"Expenses" means all costs of ownership, maintenance and  
service .

"Furniture and Fixtures" means all furniture, carpets, fixtures and fittings,  
appliances and possessions used in common,  
contributed or purchased by the

1 .

"Owner" means a party to this agreement or a person who  
becomes a party to this agreement or who  
otherwise stands in the shoes of a

,  
.

"Personal Possessions" means the personal possessions of any of the  
parties (according to the context) which

.

"Property" means the Property situated at [complete  
address] which is

.

"Sale Owner" means an Owner who wishes to sell his share or  
a person in whom a share vests

( )

"Share"	means a share in the Property
"Timetable"	means the timetable set out as Schedule 2 and showing the agreed times of

## 2. Summary of agreement

The Owners have agreed to purchase the Property for holiday use for themselves and [ ]

## 3. Terms of beneficial interest

3.1 The title to the Property is registered :

[Names, listed]

but the Property is held by those people as tenants in common for themselves and the :

[Name 1]	15%
[Name 2]	25%
[Name 3]	20%
[Name 4]	30%
Etc, etc	

3.2 All expenses and improvements of a capital nature shall

3.3 Use of the Property shall be regulated by

## 4. Relationship of Owners

4.1 This agreement contains the entire agreement ,

4.2 This agreement does

4.3 None of the Owners is an agent of any

## 5. Price and payment for the Property

5.1 The Owners [agree to / ] :

Mrs. A NZ\$ [0000]

Mrs. B NZ\$ [0000]

Etc, etc

5.2 That money will be held by [ / ]

OR

5.3 That money will be paid immediately [ ] ,

5.4 To make up the purchase price the sum \$ [ ]  
[ ]

5.5 [Mr. A/ Mr. B]

## 6. Use of the Property

Each Owner agrees that he will:

- 6.1 Use the Property .
- 6.2 Accept full responsibility for the actions and omissions of .
- 6.3 Occupy the Property .
- 6.4 Allow into the Property [ ] .
- 6.5 [not let .]

OR

- 6.6 [not let the Property to any person.]

## 7. Procedure at meetings

- 7.1 Within one week of today, the first named Owner, or some other Owner by agreement , , 28 , , .
- 7.2 At least once / twice in every year [name], the chairman of the last previous meeting, or , , 28 , , .
- 7.3 At the meeting, motions will be put, on which the Owners will , , .
- 7.4 The Owners shall exercise .

7.5 [Except as specified in this agreement,

].

7.6 The first item for the attention of the meeting shall be the appointment of a chairman of the meeting. An Owner may vote for himself. It shall not be

12

## 8. Management and Expenses

8.1 Each Owner agrees that he will

8.2 The Property Manager shall be responsible for:

8.2.1 collection of cash from all Owners in proportion to their ownership to

8.2.2 payment of all bills relating to the Property.

8.2.3 dealing with any professional manager agreed by the

[ ] [ ].

8.2.4 dealing with any other

8.2.5 insuring the Property

8.2.6 finding and managing

8.2.7 preparing a list each month of all Expenses,

8.2.8 security of the

8.2.9 purchasing and maintaining the Furniture and Fixtures.

8.3 Each year / half year the Property Manager shall prepare a

/

8.4 In the absence of obvious error,

8.5 Within one month of the end of each year / half year, the Property Manager shall provide

/

/

8.6 If any Owner shall fail to pay money on account

,

8.7 No payment shall be made to the Property Manager for his personal

[

.]

## 9. The Furniture and Fixtures

9.1 The Furniture and Fixtures placed in the

9.2 No Owner may change or

9.3 The Owners may jointly finance the



9.4 Fixtures or Fittings lost or damaged, other than by

9.5 Normal maintenance of the Furniture

## 10. Personal Possessions

10.1 The Owners shall agree each to have one or more places (cupboards or furniture)

[ ].

10.2 The Owners shall not lock away perishable

10.3 Food shall at all times

## 11. Undertakings by the Owners

Each Owner :

11.1 Not accumulate anything in

11.2 Keep the Property in clean and good condition [and co-

].

11.3 Give up possession of the Property

11.4 Fully cooperate with the Property Manager

11.5 Clean, maintain and keep free from blockages and  
, , , , , , , ,  
.

11.6 Not use the ,  
.

11.7 Not license or sublet any  
.

11.8 Not cause nuisance or annoyance to neighbours.

11.9 Not smoke  
.

11.10 Not make any ,  
.

11.11 Not change or install any locks on doors and  
.

11.12 Not keep or  
.

11.13 Comply with all  
.

## **12. Warranties and indemnities**

12.1 Each Owner warrants to the others  
.

12.2 Each Owner agrees to indemnify the other Owners against any claim  
or demand,  
.

## **13. Confidentiality**

13.1 The Owners are aware that in the  
.

13.2 The Owners undertake for themselves, their family members (and every other person who comes into ,)

(

)

.

## 14. Long stop termination date

14.1

[

]. [

.

].

14.2

,

.

,

(

)

.

.

14.3

,

,

,

,

.

.

14.4

[ 10 ] %

.

## 15. Termination and assignment

[ 01 -

,

]

15.1 [

]

/

],

[

31st

2010 31st 2010 95 % [

15.2 ,

,

(

)

[ 02 -

- .]

15.3 [ ]

,

15.4

,

, \$[ ] (

).

15.5

,

15.6

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15.7

[ 03 -

15.8

15.9

[ 04 -

15.10

15.11

15.12

15.13

15.14

15.15

## **16. Ownership terminated by operation of law**

16.1

16.2

16.3

16.4

## **17. Notices and service**

OR

48

. [

]

## 18. Rights of third Parties

( )

1982 .

## 19. Severability

, , ,

.

. ,

.

## 20. Modification, amendment, supplement and waiver

20.1 , ,

.

20.2 ,

.

20.3 , ,

20.4

## 21. Dispute Resolution

## 22. Jurisdiction

**Signed by** [Mr. A](#)

In presence of:

Signature of witness:

Name:

Address:

**Signed by** [Mr. B](#)

In presence of:

Signature of witness:

Name:



Address:

## Schedule 1: List of the Furniture and Fixtures

Items contributed / purchased by the Owners:

Mr. A:

1.

2.

3.

4.

.....

Mr. B:

1.

2.

3.

...

Items jointly purchased by the Owners:

1.

2.

3.

4.

.....

## Schedule 2: The Timetable

[  
-  
,  
:]

1700 1200 .

1700 1200 .

OR,

[ 15 ] .]

OR,

[ ] [ / / ]

[ ] [ / / ]

etc

[ / / ]

/

[ ]

.

OR,

in accordance with the following timetable:]

## Explanatory notes:

### Shared purchase agreement: holiday house between three or more owners

## General notes:

1. This template is applicable where a property is to be purchased in joint ownership. This template serves two purposes: first it is a trust deed, setting out the ownership shares. secondly it is a " " .
2. You should make sure your solicitor has bought the property for you as "tenants in common" and you .
3. The template is drawn to govern the relationship between more than two people. You should use the names of owners to replace "Mr. " " " .
4. You may wish to define whether children (under 5 or 11) are allowed to live or stay at the property. At Net Lawman, we believe this is a personal issue which should be addressed , .
5. This agreement has been drawn to provide you with ideas in legal terms. You can change it or .
6. Any later amendment or addition to this agreement must be in writing, signed by all Owners. Several copies of the document can be signed by different sets of people if that is more convenient than all to sign one .

!

## Paragraph specific notes:

Note: numbering refers to paragraph numbers.

- 3 It is perfectly possible to own the Property in one set of shares, pay expenses in some different ratio and occupy it under a third ratio. However, we strongly advise that the Property is bought , .
- 5 Parts of this paragraph may be deleted if the Property .

Be sure to record that has paid what including any borrowing on the security of the property.

- 6 It is most important that the Property is not allowed to be used as a residence. If any person, owner or not, is allowed in for residential purposes, then the heavy weight of residential tenancy law may apply. the tenant sits

You will agree together, in advance, whether the Property will be available

7 and 8 what you want in this

Property and on what terms you intend to manage it. We have provided for periodic meetings to discuss the property arrangements and for a simple management procedure whereby someone is appointed annually to deal with all the “aggro”. You could re-appoint the same person as long

Payment terms for the expenses can vary enormously in an agreement of this nature. For example this paragraph can be redrafted

Remember that as far as any supplier is concerned, the bill will be paid by the person named on it.

Another way to deal with management is to appoint managing agents - usually estate agents local to the property. Even

- 9 You really have to consider what rules .
- 10 We advise that it is very important that each owner has a large cupboard where they can keep personal stuff. There may be !
- 11 You will be tempted to delete many of these provisions as being too “unfriendly”. However, you
- 11.3 We advise that you make the change-over times very precise in schedule 2. It will be a constant source of discord if

- 14 A long stop termination is advisable in case all else fails. All parties can take comfort that they can see a point

- 15 A simple and fair exit strategy is essential. However, the legal position complicates your choice. Under New Zealand law, any land held

If the property is situated outside Ireland, this may not apply. In that case we advise

A second issue is that it may be undesirable for a party wishing to leave the arrangement to be free to sell his share to ( !)

The difficulty for the draftsman here is in how best to reconcile the opposing interests that may arise on a proposed sale. If

When you draft your version, we advise you to take

In summary, this agreement provides alternatives to avoid a sale by  
(  
)

If the Owners have made an arrangement for co-Ownership, then the break up of the arrangement will be

15.5 Alternative 2 -

15.6 4 -

16 Then there is the question of transfer by operation of law. What happens if one of the owners dies or is made bankrupt? The provisions in this document are

17 to 22

**Signing:** as a legal technicality, you do not need witnesses

- !)

**End of notes**