**DECLARATION OF TRUST dated the < xx> day of < xx> 20 <xx >**

**Owners:**

<Joint Owner 1's Name>> of <Joint Owner 1's Address> (< xx>% share of Property)

<Joint Owner 2's Name> of <Joint Owner 2's Address> (< xx>% share of Property)

<Joint Owner 3's Name> of <Joint Owner 3's Address> (< xx>% share of Property)

**Property:**

The [house] [flat] [and garden] located at:

<Address> <Address> <Address>

**Contents:**

The fixtures, furniture, and effects at the Property.

**1. DECLARATION OF TRUST**

1.1 The Owners declare that from the date of this deed, they hold the Property in trust as tenants in common in the shares specified above.

**2. OWNERSHIP OF CONTENTS**

2.1 Except as provided in clause

2.2 the Contents are owned jointly by the Owners in the same proportions as their shares in the Property. [Clause 2.1 does not apply to the following items, which are owned as follows: <insert details, e.g., the dining table is owned by X, the garden furniture is owned 50% by Y and 50% by Z>.]

**3. EXPENDITURE**

3.1 Except as provided in clauses, expenses related to the Property will be divided among the Owners in proportion to their respective shares in the Property.

3.2 [Clause 3.1 does not apply to the following expenses, which will be paid as follows: <insert details, e.g., utility bills will be split according to the Owners' usage of the Property>.]

3.3 Clause 3.1 does not apply to the following types of expenses, which will be handled as follows:

3.3.1 Any repairs or replacements required due to the actions of a specific Owner will be paid for by that Owner;

3.3.2 Any alterations or improvements requested by a specific Owner for their sole use will be paid for by that Owner;

3.3.3 Any insurance excess or increase in insurance premium that becomes payable due to the actions of a specific Owner (or their guests) will be paid for by that Owner.

**4. OWNERS’ COVENANTS**

4.1 Each Owner agrees with the other Owners to:

4.1.1 Pay their share of any expenses related to the Property as outlined in clause 3 and indemnify the other Owners against any non-payment.

4.1.2 Use the Property and its Contents reasonably and carefully when occupying the Property, ensuring they do not deteriorate.

4.1.3 Make good any damage to the Property and Contents caused by:

a) Any breach of this Agreement by that Owner or any person at the Property with their permission;

b) Any improper use or negligence by that Owner or any person at the Property with their permission.

4.1.4 Not alter, add to, or interfere with the appearance, structure, exterior, or interior of the Property without the unanimous consent of the Owners.

**5. SALE OF THE PROPERTY**

5.1 The provisions of Schedule 1 will apply if the Property is sold.

**6. NOTICES**

6.1 All notices under this Agreement must be in writing. The service of notices will follow the provisions of Section 196 of the Law of Property Act 1925.

**7. INTERPRETATION**

7.1 Any obligation on an Owner not to do something includes an obligation not to allow another person to do that thing.

7.2 This Agreement is not intended to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

7.3 An obligation to pay money in this Agreement includes an obligation to pay any applicable Value Added Tax.

**8. JURISDICTION**

This Agreement is governed by the law of England and Wales.

**Signed as a deed by:**

**Signature: <Owner's Name>** In the presence of:

**Signature of witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name (in BLOCK CAPITALS): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed as a deed by:**

**Signature: <Owner's Name>** In the presence of:

**Signature of witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name (in BLOCK CAPITALS): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed as a deed by:**

**Signature: <Owner's Name>** In the presence of:

**Signature of witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name (in BLOCK CAPITALS): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[Add further execution clauses as required]