



Asset Co-Ownership Questionnaire

The answers provided in this questionnaire will be used to draft the Sharebuyit Co-ownership Agreement. Please provide the information requested and please let us know if you have any questions, thank you.

QUESTIONS	ANSWERS
General	
Please provide a brief overview of what you want this document to cover.	
Co-owner 1	
1.	
2. <i>If applicable</i> : Sole trader or company name and ABN:	
3. <i>If applicable</i> : Business name (if trade under a separate business name):	
4. Address:	
5. Phone number:	
6. General contact email:	
Co-owner 2	
1. :	
2. <i>If applicable</i> : Sole trader or company name and ABN	
3. <i>If applicable</i> : Business name (if trade under a separate business name):	
4. Address:	
5. Phone number:	
6. General contact email:	
Particulars of co-ownership	
When would you like the co-ownership to start?	
When would you like the co-ownership to end?	
What asset is being co-owned?	

<p><i>Please include particulars of the asset, if any. For example, name of asset, make, model, registration numbers etc.</i></p>	
<p>You will be holding the asset as tenants in common. In what proportions do you wish to hold the asset?</p> <p>=</p> <p><i>As tenants in common each party holds a distinct and separate interest in the asset. Upon the death of one party, their interest in the asset does not revert to the survivor but goes to their estate. Tenancies in common can be in equal shares (i.e. 50% each) or unequal shares (i.e. 60% / 40%).</i></p>	
<p>How will you share use of the asset?</p> <p><i>Consider:</i></p> <ol style="list-style-type: none"> <i>1. Use time allocated to each party (days, weeks, biweekly, monthly, on an as agreed basis);</i> <i>2. Procedure for amending scheduled use times;</i> <i>3. Where will the asset be stored when not in use?</i> <i>4. Notice requirements.</i> 	
Insurance	
<p>Must the co-owners effect and maintain any form of insurance? If so, how will this be arranged?</p> <p><i>For more information please refer to the insurance information at the end of this questionnaire.</i></p>	
Administration and Management	
<p>Who will be responsible for the day-to-day administration of this agreement and the management of the asset?</p>	
<p>What decisions will require them to seek the approval of the co-owners?</p>	
<p>How will the co-owners make decisions/give approvals? <i>E.g. by simple majority (51%), special majority (75%) or unanimously.</i></p>	
Expenses & Bond	
<p>What are the operating expenses/ancillary expenses likely to arise in respect of the asset?</p>	

Consider service costs, upkeep costs, storage costs, transport costs, add-ons or accessories etc.	
Will the expenses be apportioned pro-rata according to the co-owner's share in the asset?	
If not, who will pay the expenses?	
Will the co-owners open a bank account out of which expenses are to be met?	
Are the co-owners going to contribute to a bond to be held in the co-owned bank account?	
Is one person authorised to operate the account on behalf of all co-owners? If so, who is that person?	
Financing	
Is this asset going to be acquired using external financing? <i>A more extensive co-ownership agreement addressing the same will need to be prepared if the asset is going to be acquired using external financing.</i>	
Sale	
Is there a time period at the start of the co-ownership period during which the asset cannot be sold and during which no co-owner can seek to sell their share in the asset?	
Under what circumstances, generally, can the asset be sold?	
If the asset is to be sold, who is to market and sell it and how it is to be sold? <i>Upon the sale of an asset, the proceeds of sale will be applied as follows:</i> <ol style="list-style-type: none"> 1. <i>Firstly, to pay all costs, commissions and expenses of the sale and to pay any operating expenses in respect of the asset,</i> 2. <i>Secondly, to discharge all loans to the co-owners from either of the co-owners;</i> 3. <i>Thirdly, to the co-owners to adjust any amounts owed by one co-owner to another under the contract; and</i> <i>The balance to the co-owners in the proportions equal to their shareholding in the asset.</i>	
Ending the co-ownership	

The co-ownership agreement will be brought to an automatic end if: <ul style="list-style-type: none"> - the asset is sold to a third party; or - the asset is sold by one or more co-owners to co-owner/s so that the totality of the interest in the asset vests with the acquiring co-owner/s. 	
What will happen to the asset if the asset is sold by one of more co-owners to co-owner/s so that the totality of the interest in the asset vests with the acquiring co-owner/s?	
What will happen to the asset once the co-ownership agreement ends (if an end date has been specified)?	
Signature on behalf of the co-owners in other respects	
Is one person authorised to sign on behalf of all the co-owners?	
Will the co-owners give this person a power of attorney?	
Amendment	
How may the agreement be amended? <i>E.g. by written agreement of the simple majority / all of the co-owners?</i>	
General	
The contract will include dispute resolution procedures.	

Insurance

The types of insurance that may be relevant to the co-ownership of a luxury asset are varied and will depend on the type of asset acquired. For example, if the co-owned asset is a motor vehicle, you will require compulsory third party personal injury insurance, third party property damage insurance, third party fire and theft cover or comprehensive motor vehicle insurance. In obtaining adequate cover, it is paramount that each co-owner is listed as an insured party on the policy and that all co-owners mutually agree upon the sum for which the asset is to be insured. Generally, the sum will represent either the market value or agreed value of the asset, noting that if you elect to proceed with a nominated agreed value, the policy may not guarantee a payout of the sum in the event of a total loss. It is common practice for the lesser of either the agreed value or market value of the asset to be paid out to the insured once a claim is made. Ultimately, and in most cases, the amount to be paid out is determined at the time a claim is made.

Thank you for this information we will use it to create your Sharebuyit Co-Ownerships Agreement.