

11/36078

Books of Council and Session

Extract Registered 22 Sep 2011

DECLARATION

ROSS ALEXANDER MACKAY
DUNCAN JOHN COLLINSON
EDINBURGH CONVEYANCERS FORUM
PAUL BLANEY CARNAN
IAN CAMERON FERGUSON
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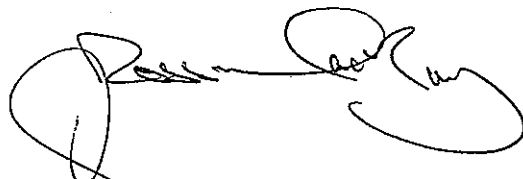
AT EDINBURGH the Twenty Second day of September Two thousand and eleven the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:-

WE, **ROSS ALEXANDER MACKAY WS**, 19 Canning Street, Edinburgh, and **DUNCAN JOHN COLLINSON**, Solicitor, 9-15 Bridge Road, Colinton, Edinburgh respectively Chair and Committee Member of the Edinburgh Conveyancers Forum and **PAUL BLANEY CARNAN**, Solicitor, 177-179 West George Street, Glasgow, and **IAN CAMERON FERGUSON**, Solicitor, 36 North Hanover Street, Glasgow, respectively Immediate Past Dean and Member of the Royal Faculty of Procurators in Glasgow **CONSIDERING THAT** it has been felt appropriate to produce standard clauses which are intended to be incorporated in contracts for the purchase and sale of dwellinghouses and other residential properties (which clauses are to be known as "the Combined Standard Clauses (2011 Edition)") **HEREBY DECLARE** that the clauses detailed in the Schedule annexed and executed as relative hereto are the Combined Standard Clauses (2011 Edition); And we declare that any party desiring to use the Combined Standard Clauses (2011 Edition) shall be at liberty to do so and to add to and alter and vary the same in any contract as they may wish; And we further declare for the information of any party using the Combined Standard Clauses (2011 Edition) that the style of offer annexed and signed as relative hereto is intended for use along with the Combined Standard Clauses (2011 Edition) but that it is at the entire discretion of any party to decide whether to use the same or any variation thereof: IN **WITNESS WHEREOF** these presents consisting of this page together with the style of Offer and Schedule annexed hereto are signed by us together at Glasgow on 20th September 2011 before the undernoted witness, Donald Bremner Reid, 36 North Hanover Street, Glasgow

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Donald B Reid

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Paul Blaney Carnan
Ian C Ferguson

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This is the style of Offer specified in the Deed of Declaration by Ross Alexander MacKay and Others dated 20 September 2011

Dear Sirs

For the purposes of this offer and the Combined Standard Clauses (2011 Edition) aftermentioned:

The Purchaser means [Click here] residing at [Click here]

The Property means [Click here] together with any garden, carport, garage, parking space and/or outbuildings pertaining thereto and all other parts and pertinents.

The Price is [Click here] POUNDS STERLING (£[Click here]), and

The Date of Entry shall be [Click here] or such other date as may be mutually agreed in writing.

The Purchaser hereby offers to purchase from your client (hereinafter referred to as "the Seller") the Property at the Price and upon the conditions contained in the Combined Standard Clauses (2011 Edition) specified in the Deed of Declaration by Ross Alexander MacKay and Others dated 20th and registered in the Books of Council and Session for preservation on [Click here] both September 2011, and upon the following further conditions:-

- (First) The Price will include the following additional items (if any): [Click here]
- (Second) This offer unless earlier withdrawn is open for verbal acceptance by 5pm today with written acceptance reaching us no later than 5pm on the fifth working day following the date of this offer and if not so accepted shall be deemed to be withdrawn.
- (Third) This offer and any contract to follow hereon are entirely conditional upon (a) a satisfactory survey report and (b) a satisfactory valuation report being obtained by the Purchaser in respect of the Property. The Purchaser and his lenders shall be the sole judges as to what constitutes satisfactory reports.
- (Fourth) If the transaction following on from this offer is ARTL compatible (and provided that the Seller's Solicitors are registered under ARTL) it will proceed under ARTL. Neither the Purchaser's Solicitors nor the Seller's Solicitor will withdraw from using ARTL during the progress of the transaction without good cause and without giving reasonable prior notice to that effect to the other Solicitor. The following definitions apply to this clause:-

"ARTL" means the computer system provided by the Registers of Scotland to enable the creation of electronic documents and the electronic generation and communication of an application for registration of an interest in land in the Land Register of Scotland and the automated registration of that interest;

"ARTL compatible" means in respect of a transaction one which is capable of being processed under ARTL as being of a kind and falling within a geographical area approved by the Registers of Scotland for such processing.

Yours faithfully

NB: Optional clause (Fifth) for Edinburgh agents:

- (Fifth) In the event that any of the windows within the Property have been altered or replaced within ten years of the Date of Entry, written confirmation from a Local Authority, qualified architect or other approved third party will be delivered at settlement confirming that such replacement windows comply with building and planning regulations as at date of installation.

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This is the Schedule specified in the Deed of Declaration by Ross Alexander MacKay and Others dated 20 September 2011.

COMBINED STANDARD CLAUSES (2011 EDITION)

1. FIXTURES, FITTINGS & CONTENTS

The Property is sold with:

- (a) all heritable fittings and fixtures;
- (b) all items of whatever nature fixed or fitted to the Property the removal of which would materially damage the fabric or decoration of the Property;
- (c) all items stated to be included in the sales particulars or advertisements made available to the Purchaser; and
- (d) the following insofar as any were in the Property when viewed by the Purchaser: garden shed or hut, greenhouse, summerhouse; all growing plants, shrubs, trees (except those in plant pots); all types of blinds, pelmets, curtain rails and runners, curtain poles and rings thereon; all carpets and floorcoverings (but excluding loose rugs), stair carpet fixings; fitted bedroom furniture; all bathroom and cloakroom mirrors, bathroom and toilet fittings; kitchen units; all cookers, hobs, ovens, washing machines, dishwashers, fridges and freezers if integral to or encased within matching units; extractor hoods, extractor fans, electric storage heaters, electric fires, electric light fittings (including all fluorescent lighting, external lighting, wall lights, dimmer switches and bulbs and bulb holders but not shades); television aerials and associated cables and sockets, satellite dishes; loft ladders; rotary clothes driers; burglar alarm, other security systems and associated equipment; secondary glazing; shelving, fireplace surround units, fire grates, fenders and associated ironmongery.

The Seller warrants that at the Date of Settlement all items included in the Price are owned by the Seller, are or will be free of all debt, and are not the subject of any litigation.

The Seller undertakes that the Property will be left in a clean and tidy condition at settlement.

2. SPECIALIST REPORTS

- (a) Any guarantees in force at the Date of Entry in respect of (i) treatments which have been carried out to the Property (or to the larger subjects of which the Property forms part) for the eradication of timber infestation, dry rot, wet rot, rising damp or other such defects, and/or (ii) insulation and double glazing, together with all supporting estimates, survey reports and other papers relating thereto ("the Guarantees") will be exhibited on conclusion of the Missives and delivered at settlement.
- (b) The Seller confirms that he is not aware of anything having been done or omitted to be done which might invalidate the Guarantees.
- (c) If requested, and insofar as necessary and competent, the Guarantees will be assigned to the Purchaser at the Purchaser's expense.

3. CENTRAL HEATING ETC.

- (a) The Seller undertakes that any systems or appliances of a working nature (including central heating, water, drainage, electric and gas) forming part of the Property will be in working order commensurate with age as at the Date of Settlement.
- (b) The Seller will make good any defect which prevents any system or appliance being in such order provided said defect is intimated in writing within 5 working days of

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settlement. Failing such intimation, the Purchaser will be deemed to be satisfied as to the position.

- (c) The Seller will only be responsible for carrying out any necessary repairs to put any system or appliance into such order and shall have no liability for any element of upgrading (except to the extent such upgrading is required to put any such system or appliance into such order).
- (d) The lack of any regular service or maintenance of any system or appliance or the fact that it may no longer comply with current installation regulations shall not, of itself, be deemed to be a defect.
- (e) The Purchaser shall be entitled to execute any necessary repairs at the expense of the Seller without reference to the Seller or the Seller's tradesmen (i) in the event of an emergency; (ii) in the event that the Seller's tradesmen do not inspect the alleged defects within 5 working days of intimation; or (iii) in the event that any necessary repairs are not carried out within 5 working days of inspection.
- (f) The Seller confirms that he has received no notice or intimation from any third party that any system (or any part thereof) is in an unsafe or dangerous condition.

4. DEVELOPMENT

The Seller warrants that he has not served or been served with nor received any neighbour notification notice issued in terms of planning legislation in respect of any development. This warranty shall not apply (i) in respect of a development which has been completed, (ii) where any planning permission has lapsed, or (iii) where an application for planning consent has been refused or withdrawn. In the event of any such notice being served on or received by the Seller prior to the Date of Settlement, the Seller will forward such notice to the Purchaser within 5 working days of receipt of such notice.

5. STATUTORY NOTICES

- (a) Any Local Authority (or other public body) notices or orders calling for repairs or other works to the Property dated prior to or on the date of conclusion of the Missives (or any other work affecting the Property agreed to or authorised by the Seller outstanding at the Date of Entry) will be the responsibility of the Seller. Liability under this condition will subsist until met and will not be avoided by the issue of a replacement notice or order.
- (b) The Seller warrants that he has not received written notification of, approved, entered into or authorised any scheme of common repairs or improvement affecting any larger subjects of which the Property forms part. Where the Seller approves, enters into or authorises any such scheme or where any such scheme is instructed, the Seller shall remain liable for his share of the cost of such works. Details of any such scheme will be disclosed to the Purchaser prior to settlement. The Seller undertakes not to enter into, approve or otherwise authorise any such scheme prior to settlement without the consent of the Purchaser.
- (c) When any work in terms of clauses (a) or (b) above is incomplete or unpaid for at the Date of Settlement the Purchaser will be entitled to retain from the Price a sum equivalent to the estimated cost of the Seller's share of such works (which estimate shall be augmented by 25%). Such retention shall be held in an interest bearing account by the Purchaser's solicitor pending settlement of the Seller's liability. The retention shall not be released or intromitted with without the written authority of the solicitors for both parties. Any shortfall will remain the liability of the Seller.
- (d) On issue of invoices for such works in terms of clauses (a) and/or (b) above by the Local Authority or other authorised party the retention shall be released to make payment of such invoices as soon as reasonably practical.

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- (e) Notwithstanding any other term within the Missives, this condition will remain in full force and effect without limit of time and may be founded upon until implemented.
- (f) Without prejudice to the above, the Purchaser may retain from the Price such sum as is reasonably required to meet any costs for which he may be contingently liable under Section 10(2) of the Title Conditions (Scotland) Act 2003 or Section 12(2) of the Tenements (Scotland) Act 2004. Such retention shall be held in an interest bearing account by the Purchaser's solicitor pending settlement of that liability. The retention shall not be released or intromitted with without the written authority of the solicitors for both parties. Any shortfall will remain the liability of the Seller.
- (g) Prior to the Date of Entry the Seller will provide full details of any common repairs in respect of which a notice of potential liability for costs has been or is to be registered.

6. PROPERTY MANAGEMENT AND FACTORS

Where the Property is part of larger subjects, it is a condition that:

- (a) common charges will be apportioned between the Seller and the Purchaser as at the Date of Entry on the basis that the Seller will be responsible for all common repairs and improvements carried out, instructed or authorised on or prior to the Date of Entry;
- (b) there are no major repairs or improvements proposed, instructed, authorised or completed but not yet paid for in respect of the Property or the larger building or development of which it forms part;
- (c) evidence of any block insurance policy will be exhibited prior to the Date of Entry; and
- (d) all other outgoing and charges payable in respect of the Property will be apportioned as at the Date of Entry.

7. ALTERATIONS

- (a) Where there have been additions or alterations (including change of use) completed to the Property (or if the Property has been erected) within 20 years of the Date of Entry then the following documentation shall be exhibited before and delivered at the Date of Entry: all necessary Listed Building Consents together with
 - (i) all necessary Building Warrants (including stamped warrant drawings) and Certificates of Completion (or, if applicable, Notices of Acceptance of Completion Certificate) or
 - (ii) an unqualified Local Authority Property Inspection Report, Letter of Comfort, or equivalent.
- (b) All Planning Permissions necessary for additions or alterations (including change of use) completed to the Property (or if the Property has been erected) within 10 years of the Date of Entry shall be exhibited before and delivered at the Date of Entry.
- (c) The Seller warrants (i) that any building work carried out to the Property has been in a state of substantial completion for a period of not less than 12 weeks prior to the date of conclusion of the Missives; and (ii) that no valid objection to the work was made at any time by a person with title and interest to do so under a valid real burden.

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8. FAMILY LAW ACT/LITIGATION

The Seller warrants that neither the Property nor the Seller's title are affected by or are under consideration in any court proceedings or other litigation or are the subject of any dispute.

9. ACCESS

The Seller will after conclusion of the Missives and upon receipt of reasonable notice by the Purchaser give access to the Purchaser or his agents to the Property at reasonable times for the purposes of inspection, measurement or the provision of quotations. This right of access however shall not be exercised on more than 2 occasions without the consent of the Seller.

10. TITLE DISPUTES

There are no current disputes with neighbouring proprietors or occupiers or any other parties relating to access, title or common property.

11. UTILITIES AND SERVICES

- (a) Prior to settlement the Seller will confirm the present suppliers of utility services (gas, electricity and telephone as applicable) to the Property. The Seller shall act reasonably in ensuring that such services are not terminated prior to the Date of Settlement and shall co-operate reasonably with the Purchaser in ensuring the transfer of such services to the Purchaser.
- (b) The Property is connected to mains services (that is: public water and drainage).
- (c) There is direct access to the Property from a road which has been adopted for maintenance by the local authority.

12. BREACH OF CONTRACT BY SELLER

If at the Date of Entry the Seller does not give vacant possession or otherwise fails to implement any material obligations due by the Seller in terms of the Missives, then the Purchaser will be entitled (provided the Purchaser is in a position to settle the transaction on the Date of Entry) to claim damages for any reasonable loss incurred by the Purchaser arising from such failure. In the event that the Seller's breach of contract continues for 14 days after the Date of Entry the Purchaser will be entitled to treat that breach as repudiation and to rescind the Missives on giving the Seller notice to that effect. This condition (i) shall apply without prejudice to any other rights or remedies available to the Purchaser, and (ii) shall not apply in the event of the Seller's failure to settle being attributable to the fault of the Purchaser.

13. BREACH OF CONTRACT BY PURCHASER

- (a) The Price will be paid in full on the due date.
- (b) The Seller will not be obliged to give vacant possession except as against payment of the Price and any interest or losses due as aftermentioned.
- (c) If the Price is paid after the due date, whether in whole or in part, the Seller will be entitled to payment from the Purchaser, at the Seller's option, of one (but not both) of:
 - (i) ordinary damages in respect of all proper and reasonable losses arising out of the late payment of the Price (which will include Wasted Expenditure); or
 - (ii) interest on the amount of the Price outstanding at the Prescribed Rate from the due date until the date when payment is made.
- (d) If the Price remains unpaid in whole or in part at any time more than 14 days after the due date, the Seller will be entitled to rescind the Missives, and to payment from the Purchaser, at the Seller's option, of one (but not both) of:

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- (i) ordinary damages in respect of all proper and reasonable losses arising out of the non payment of the Price and failure of the Missives (which will include Wasted Expenditure); or
- (ii) liquidated damages, payable on the end date, calculated as the amount of interest which would have run on the amount of the Price outstanding at the Prescribed Rate from the due date until the end date (under deduction of any amount by which the Price obtained by the Seller on a re-sale of the Property exceeds the Price).

(e) In this clause:

(A) The "due date" means whichever is the later of:

- (i) the Date of Entry; or
- (ii) the date on which payment of the Price was due having regard to the circumstances of the case including any entitlement to withhold payment owing to non-performance by the Seller.

(B) The "end date" means whichever is the earlier of:

- (i) the date falling 12 months after the due date; or
- (ii) where the Property is re-sold following rescission, the date of entry under the contract of re-sale.

(C) "Wasted Expenditure" means the aggregate of:

- (i) any capital loss sustained by the Seller on the resale of the Property being the difference between the Price under the Missives and the resale price under any such resale;
- (ii) any estate agency, marketing and other advertising expenses properly incurred in connection with the resale;
- (iii) any legal expenses properly incurred in connection with the resale;
- (iv) any expenses in connection with the cancellation or removal of furniture, storage of furniture and transfer or retransfer of furniture properly incurred as a result of the Purchaser's breach of contract; and
- (v) any bridging loan costs (including arrangement charge and interest) incurred by the Seller in respect of any purchase transaction which they require to complete under concluded Missives.

(D) "Prescribed Rate" means the rate of 4% above The Royal Bank of Scotland plc base rate from time to time in force.

14. NEW HOME WARRANTY SCHEMES

If the Property was constructed within 10 years prior to the Date of Entry, there shall be delivered at settlement either (i) appropriate NHBC documentation or such equivalent new home warranty documentation as provided by any alternative warranty provider as approved by and acceptable to the Council of Mortgage Lenders, in which event, the Seller warrants that no claims have been made or reported or are pending under the relevant warranty scheme; or (ii) a Professional Consultant's Certificate with other necessary information all in compliance with the current edition of the CML Lenders' Handbook for Solicitors (Scotland).

15.1 TITLE CONDITIONS

- (a) Any part of the Property which is common or mutual with any adjoining property (including the roof and roof systems; gables and downpipes; drains and boundary walls; fences or divisions) falls to be maintained, renewed and upheld by respective proprietors on an equitable basis.

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- (b) Any reservation of minerals will be subject to conditions as to adequate compensation and will not include any right to enter the Property or lower its surface. The minerals are included in so far as the Seller has right to same.
- (c) The existing use of the Property is in conformity with the title deeds. There are no unusual, unduly onerous or restrictive burdens, conditions or servitudes affecting the Property
- (d) There is no outstanding liability for any part of the cost of constructing walls, fences, roadways, footpaths or sewers adjoining or serving the Property.
- (e) The Property has the benefit of all such servitudes and wayleaves as are required for its proper and convenient use (including vehicular access rights).

If the title deeds disclose a position other than as stated above, the Purchaser (regardless of his previous state of knowledge) will be entitled to rescind from the Missives without penalty to either party but only provided (i) the Purchaser intimates his intention to exercise this right within 10 working days of receipt of the Seller's titles; and (ii) such matters intimated as prejudicial are not rectified or clarified to the Purchaser's satisfaction (acting reasonably) by the Date of Entry or within 6 weeks from the date of such intimation whichever is earlier. The Purchaser's right to rescind shall be his sole option in terms of the Missives. Failing the exercise of such right to rescind, (i) the Purchaser shall be deemed satisfied as to the position; and (ii) the Seller shall be deemed not to be in breach.

15.2 AWARENESS OF SERVITUDES

The Seller is not aware of any servitudes or overriding interests (within the meaning of Section 28 (1) of the Land Registration (Scotland) Act 1979) affecting the Property which are not disclosed in the title deeds for the Property.

16. SETTLEMENT/REGISTRATION OF TITLE

The Price will be payable on the Date of Entry in exchange for (i) a good and marketable title; (ii) a validly executed Disposition in favour of the Purchaser or his nominee(s); (iii) vacant possession of the Property; and (iv) the keys for the Property; together with:

- (a) If the provisions of the Land Registration (Scotland) Act 1979 ("the Act") relating to a first registration under the Act apply, (i) a Form 10 Report brought down to a date not more than 3 working days prior to the Date of Entry and showing no entries adverse to the Seller's interest in the Property (the cost of the said Report being the Seller's liability); and (ii) such documents and evidence, including a plan, as the Keeper may require to enable the Keeper to issue a Land Certificate (in paper or electronic format) in the name of the Purchaser as the registered proprietor of the Property without exclusion of indemnity in terms of Section 12(2) of the Act. Such documents will include (unless the Property comprises only part of a tenement or flatted building and does not include an area of ground specifically included in the title to that part) a plan or bounding description sufficient to enable the whole Property to be identified on the Ordnance Survey map and evidence (such as a Form P16 report or equivalent) that the description of the whole Property as contained in the title deeds is *habile* to include the whole of the occupied extent.
- (b) If the title to the Property is already registered in terms of the Act, there will be delivered in exchange for the Price a Land Certificate (in paper or electronic format) containing no exclusion of indemnity in terms of Section 12(2) of the Act with all necessary links in title evidencing the Seller's exclusive ownership of the Property together with (i) a Form 12 Report brought down to a date not more than 3 working days prior to the Date of Entry and showing no entries adverse to the Seller's interest in the Property (the cost of the said Report being the Seller's liability); and (ii) such

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documents and evidence as the Keeper may require to enable the interest of the Purchaser to be registered in the Land Register as registered proprietor of the Property without exclusion of indemnity under Section 12(2).

- (c) Where clauses (a) or (b) apply the Land Certificate will disclose no entry, deed or diligence prejudicial to the Purchaser's interest other than such as have been created by or against the Purchaser or have been disclosed to and accepted in writing by the Purchaser prior to the Date of Settlement.
- (d) If an Application for First Registration of the title to the Property is still being processed by the Keeper, the Seller warrants (i) that no requisitions have been made by the Keeper but not implemented, and (ii) the Keeper has not indicated any concern with the Application such as might result in any exclusion of indemnity or refusal to register.
- (e) Without prejudice to the above, the Seller warrants that the Property is not affected by any entry in the Register of Community Interests in Land.
- (f) Notwithstanding any other term within the Missives, this condition shall remain in full force and effect without limit of time and may be founded upon until implemented.

17. INCORPORATED BODIES

- (a) If the Seller is a limited company, then prior to the Date of Entry the Seller will exhibit searches in the Register of Charges and company file of the Seller brought down to a date not more than 3 working days prior to the Date of Entry which searches will confirm that there is no notice regarding the appointment of a receiver, administrator or liquidator, winding up, striking off or change of name affecting the Seller and the full names of the present directors and secretary of the Seller. In the event of such searches disclosing any floating charge affecting the Property at the Date of Entry, there will be delivered a certificate of non-crystallisation of such floating charge granted by the chargeholder, dated not more than 3 working days prior to the Date of Entry, confirming that no steps have been taken to crystallise such floating charge and releasing the Property from the floating charge. Within 3 months after the date of settlement such searches against the Seller will be delivered or exhibited brought down to a date 22 days after the date of registration of the Disposition in favour of the Purchaser or his nominees or 36 days after the Date of Entry whichever is the earlier disclosing no entries prejudicial to the registration of the said Disposition.
- (b) The Seller will exhibit or deliver clear searches in the Register of Charges and company files of all companies disclosed as owner or former owner of the Property, in the Land Certificate or Form 10, 11, 12 or 13 reports, brought down in each case to a date 22 days after registration in the Land Register of the deed divesting the relevant company of its interest, disclosing no entries prejudicial to the registration of the said deed.

18. RISK

- (a) The Seller will maintain the Property in its present condition, fair wear and tear excepted, until the time at which settlement takes place.
- (b) The risk of damage to or destruction of the Property howsoever caused will remain with the Seller until the time at which settlement takes place.
- (c) In the event of the Property being destroyed or materially damaged prior to the time at which settlement takes place, either the Purchaser or the Seller shall have the right to rescind the Missives without penalty to the other.

19. PROPERTY ENQUIRY CERTIFICATE

- (a) A Property Enquiry Certificate ("PEC") dated after the date of conclusion of the Missives but not earlier than 3 months prior to the Date of Entry will be exhibited at least 5 working days prior to the Date of Entry. The PEC shall require to report on all matters required for the Purchaser's solicitors to comply with the current edition of the CML Lenders' Handbook for Solicitors (Scotland).
- (b) If the PEC discloses any matter which may be materially prejudicial to the Purchaser or the Property, the Purchaser shall be entitled to resile from the Missives and that without penalty to either party but only provided that (i) the Purchaser intimates his intention to exercise this right within 10 working days of receipt of the PEC; and (ii) such matters intimated as being prejudicial are not rectified or clarified to the Purchaser's satisfaction (acting reasonably) by the Date of Entry or within 6 weeks from the date of such intimation whichever is earlier. The Purchaser's right to resile shall be his sole option in terms of the Missives. Failing the exercise of such right to resile, (i) the Purchaser shall be deemed satisfied as to the position, and (ii) the Seller shall be deemed not to be in breach.
- (c) For the avoidance of doubt, should the Property be sited within a Conservation Area; form part of or be a Listed Building; be subject to the Local Authority Windows Policy or an Article 4 Direction; or be affected by a Tree Preservation Order, this shall not be deemed to be a prejudicial ground entitling the Purchaser to so resile.

20. COAL AUTHORITY REPORT

If the Coal Authority or similar statutory body recommends that a Coal Mining Report is obtained for the Property, then such report shall be exhibited prior to settlement. In the event that such report discloses a position which may be materially prejudicial to the Property or the Purchaser's proposed use of same, then the Purchaser shall be entitled to resile from the Missives and that without penalty to either party only provided (i) the Purchaser intimates his intention to exercise this right in writing within 10 working days of receipt of the said report; and (ii) such matters intimated as being prejudicial are not rectified or clarified to the Purchaser's satisfaction (acting reasonably) by the Date of Entry or within 6 weeks from the date of such intimation whichever is earlier. The Purchaser's right to resile shall be his sole option in terms of the Missives. Failing the exercise of such right to resile, (i) the Purchaser shall be deemed satisfied as to the position, and (ii) the Seller shall be deemed not to be in breach.

21. OCCUPANCY RIGHTS

At the Date of Entry the Property will not be affected by any occupancy rights as defined in the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004.

22. SUPERSESION OF MISSIVES

The Missives shall cease to be enforceable after a period of 2 years from the Date of Settlement except insofar as (i) they are founded upon in any court proceedings which have commenced within the said period or (ii) this provision is excluded in terms of any other condition of the Missives.

23. ADDRESS DETAILS

All parties irrevocably authorise their agents to release their current address on demand.

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24. LIMITATION OF CLAIMS

No claim will be available or competent to the Purchaser in respect of (i) matters disclosed to and accepted by the Purchaser prior to the Date of Entry or (ii) any items or claims amounting in aggregate value to less than £250.

25. ENTIRE AGREEMENT

The Missives will constitute the entire agreement and understanding between the Purchaser and the Seller with respect to all matters to which they refer and supersede and invalidate all other undertakings, representations, and warranties relating to the subject matter thereof which may have been made by the parties either orally or in writing prior to the date of conclusion of the Missives. Each party warrants to the other that he has not relied on any such undertaking, representation or warranty in entering into the Missives.

26. MINIMUM PERIOD OF OWNERSHIP

The Seller warrants that he has owned the Property for at least 6 months prior to the date of the Offer or other document incorporating reference to these Clauses. This provision shall not apply where the Seller is a personal representative of the proprietor; or is an institutional heritable creditor exercising its power of sale; or is a receiver, trustee in sequestration or liquidator.

27. INTERPRETATION

In these Clauses:-

- (a) (i) The masculine includes the feminine; and (ii) words in the singular include the plural and vice versa;
- (b) The phrase "Date of Settlement" means the date on which settlement is actually effected whether that is the Date of Entry or not;
- (c) "the Missives" means the contract of purchase and sale concluded between the Purchaser and the Seller of which the Offer incorporating reference to these Clauses forms part;
- (d) Any intimation shall be in writing (which shall include, for avoidance of doubt, faxes or emails);
- (e) The terms "the Purchaser", "the Seller", "the Property", "the Price" and "the Date of Entry" have the meanings set out in the Offer or other document incorporating reference to these Clauses; and
- (f) Where any intimation must be given within a specified period, time will be of the essence.

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