

11/3858

**Books of Council and Session**

**Extract Registered 1 Feb 2011**

DECLARATION

LYNDA JANE ROSIE VAUGHAN  
NEIL WEBSTER  
STEVEN JOHN WHITELOW

A B & A MATTHEWS  
LP10 DUMFRIES

# Registers of Scotland

11/3858

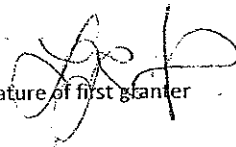
AT EDINBURGH the First day of February Two thousand and eleven the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:-

WE, LYNDA JANE ROSIE VAUGHAN, Solicitor, Thirty Castle Street Dumfries, NEIL WEBSTER, Solicitor, Thirty Seven George Street, Dumfries and STEVEN JOHN WHITELAW, Solicitor, The Old Bank, Buccleuch Street Bridge, Dumfries CONSIDERING that it has been felt appropriate to amend The Dumfries & Galloway Standard Clauses (2008 Edition) HEREBY DECLARE that the clauses detailed in Schedule II annexed and signed as relative hereto are The Dumfries & Galloway Standard Clauses (2011 Edition) ("the Standard Clauses"); And we FURTHER DECLARE for the information of any party using the Standard Clauses that the style of offer contained in Schedule I annexed and signed as relative hereto is intended for use along with the Standard Clauses; IN WITNESS WHEREOF this document consisting of this single page together with the Schedules Numbered I and II annexed hereto are subscribed by us together at Dumfries on the nineteenth day of January 2011 before the witness noted below:-

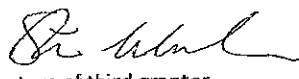
  
Signature of witness

PATRICIA SCOTT  
Name of witness

30 CASTLE STREET  
DUMFRIES, DG1 1DU  
Address of witness

  
Signature of first granter

Neil Webster  
Signature of second granter

  
Signature of third granter

DUMFRIES  
Place

19<sup>th</sup> JANUARY  
Date  
2011

# Registers of Scotland

This is the Schedule I referred to in the foregoing Declaration by Lynda Jane Rosie  
Vaughan, Neil Webster and Steven John Whitelaw dated 19th January 2011.

## DUMFRIES & GALLOWAY STANDARD MISSIVE

### STYLE OFFER

To:

Dear Sirs

For the purposes of this offer and the Dumfries & Galloway Standard Clauses (2011 Edition) aftermentioned:

The **Purchaser** means residing at

The **Property** means together with any garage, carport, parking space, garden ground and outbuildings pertaining thereto; all rights of access and all rights exclusive, common, mutual and others pertaining thereto and the parts, privileges and pertinents thereof;

The **Price** means POUNDS STERLING (£) including any Value Added Tax where applicable. The **Purchaser** will be entitled to apportion a reasonable amount of the purchase price to moveable items; and

The **Date of Entry** means the day when vacant possession of the Property will be given in exchange for the Price and will be 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 Dumfries & Galloway Standard Clauses (2011 Edition) specified in the Deed of Declaration by Lynda Jane Rosie Vaughan, Neil Webster and Steven John Whitelaw dated 19<sup>th</sup> January 2011 and registered in the Books of Council and Session for preservation on , 2011 (hereinafter referred to as "the Standard Clauses"), and upon the following further conditions:

(One) The Price will include (a) all items specified in Clause 1 of the Standard Clauses; (b) all moveable items specified and contained in the Sales Particulars (if any) annexed and executed as relative hereto; and (c) the following additional items (if any);

(Two) This offer, unless previously withdrawn, is open for verbal acceptance by [ ] with written acceptance reaching us no later than [ ] and if not so accepted will be deemed to be withdrawn.

Yours faithfully,

# Registers of Scotland

This is the Schedule II referred to the foregoing Declaration by Lynda Jane Rosie Vaughan, Neil Webster and Steven John Whitelaw dated 19<sup>th</sup> January 2011

## THE DUMFRIES & GALLOWAY 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 damage the fabric or decoration of the Property; and
- (c) the following insofar as any were in the Property when viewed by the Purchaser: all types of blinds, pelmets, curtain rails and runners, curtain poles and rings thereon; all carpets and floor coverings (but excluding loose rugs), stair carpet fixings; fitted bedroom furniture; all bathroom and cloakroom mirrors, bathroom and toilet fittings and accessories; kitchen units; any cooker, hob, oven, washing machine, dishwasher, fridge and/or freezer if integral to or encased within matching units, extractor hood and extractor fan; electric storage heaters, electric and / or gas fires, electric light fittings (including all fluorescent lighting, wall lights, dimmer switches and bulbs and bulb holders but not shades); television aerials and associated cables and sockets, satellite dishes; loft insulation and ladders; door chimes and door entry systems; burglar alarm, other security systems and associated equipment; secondary glazing; shelving and fireplace surround units, fire grates, fenders and associated ironmongery; all growing plants, shrubs, trees (except those in plant pots), external lighting, rotary clothes driers, garden shed or hut, greenhouse, paving, summerhouse; and all solar panels.

The Seller warrants that all items included in the Price are owned by the Seller and that at the Date of Settlement they will be free of all debt, and are not the subject of any litigation. The Seller undertakes to remove all moveable property not included in the sale.

### 2. SPECIALIST REPORTS

- (a) Any guarantees in force at the Date of Entry in respect of 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, together with all supporting estimates, survey reports and other papers relating thereto ("the Guarantees") will be exhibited prior to conclusion of 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 central heating and hot water systems forming part of the Property ("the systems") will be in working order commensurate with age as at the Date of Entry.
- (b) The Purchaser will be entitled to take access to the Property during the period of seven days prior to the Date of Entry in order to examine the systems and to satisfy themselves as to their condition. The Seller will make good any defect which prevents the systems being in such order provided said defect is intimated in writing prior to the Date of Entry. 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 the systems into such order and will have no liability for any element of upgrading (except to the extent that such upgrading is required to put the systems into such order).
- (d) The lack of any regular service or maintenance of the systems or the fact that they may no longer comply with current installation regulations will not, of itself, be deemed to be a defect.

# Registers of Scotland

- (e) The Purchaser will only 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; or (ii) in the event that the Seller's tradesmen do not inspect and repair the alleged defects within seven working days of intimation.
- (f) The Seller confirms that he has received no notice or intimation from any third party that any system or appliance (or any part thereof) is in an unsafe or dangerous condition.

## 4. DEVELOPMENT

The Seller is not aware of any planning application, planning consents, proposals for development or development not yet completed in respect of neighbouring or adjacent subjects. The Seller undertakes that in the event of his receiving intimation of any such matter prior to the Date of Entry he will forthwith inform the Purchaser's solicitors of same.

## 5. STATUTORY NOTICES AND COMMON REPAIRS

- (a) There are no Local Authority (or other public body) notices or orders calling for repairs or other works to the Property (or to parts of any larger building of which the Property forms part and for which the Seller has shared responsibility), nor has any other work affecting the Property been agreed to or authorised by the Seller. Any such notices, orders or works issued, agreed to or authorised prior to 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 fresh notice or order.
- (b) The Seller warrants that he has not received notification of any scheme of common repairs or improvement affecting any larger building of which the Property forms part and that he will forthwith intimate to the Purchaser any such notification received prior to the Date of Entry. The Seller warrants that he has not entered into or authorised any such scheme and that he will not do so prior to the Date of Entry without the prior written consent of the Purchaser. Where the Seller approves, enters into, authorises or receives notification of any such Scheme prior to the Date of Entry, the Seller will remain liable for his share of the cost thereof.
- (c) The Seller warrants that no Notice of Potential Liability for Costs in terms of Section 12 (3) of the Tenements (Scotland) Act 2004 or Section 10A Title Conditions (Scotland) Act 2003 has been registered in relation to the Property and that he will forthwith intimate to the Purchaser the registration of any such Notice prior to the Date of Entry.
- (d) When any work in terms of Clauses (a), (b) or (c) 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 will be augmented by 15%). Such retention will be held in an interest bearing account opened by the Purchaser's solicitor, pending discharge of the Seller's liability. The retention will 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.
- (e) On issue of invoices for such works in terms of (a), (b) and (c) above by the Local Authority or other authorised party, the retention will be released to make payment of such invoices as soon as reasonably practical.
- (f) Notwithstanding any other term within the Missives, this Condition 5 will remain in full force and effect without limit of time and may be founded upon until implemented.

## 6. PROPERTY MANAGEMENT AND FACTORS

Where the Property is part of a larger building or of a development, 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;

# Registers of Scotland

- (d) all other outgoings and charges payable in respect of the Property will be apportioned as at the Date of Entry;
- (e) Details of any factoring arrangements in respect of the Property will be enclosed with any acceptance to follow hereon.

## 7. ALTERATIONS

- (a) Where there have been additions or alterations 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;
  - (i) all necessary Listed Building Consents, Building Warrants (including stamped warrant drawings) and Certificates of Completion (or, if applicable, Notices of Acceptance of Completion Certificate) or
  - (ii) unqualified Local Authority Property Inspection Report, Letter of Comfort, or equivalent;
- (b) All Planning Permissions necessary for additions or alterations 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 twelve 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.

## 8. DISPUTES / LITIGATION

The Seller warrants that neither the Property nor the Seller's title are affected by or under consideration in any court proceedings or other litigation or are the subject of any dispute. There are no current disputes or unresolved, past disputes with neighbouring proprietors or occupiers or any other parties relating to the Property.

## 9. OCCUPANCY RIGHTS

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

## 10. 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. The Seller will not be obliged to permit such access on more than two occasions.

## 11. UTILITIES

- (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 will act reasonably in ensuring that such services are not terminated prior to the Date of Settlement and will co-operate reasonably with the Purchaser in ensuring the transfer of such services to the Purchaser.
- (b) If the Property is served by a private water supply, the Seller (i) warrants that throughout his ownership the quantity of the supply has been sufficient to meet normal domestic requirements and (ii) will exhibit, prior to Settlement, an up to date report from the Local Authority and, where applicable, from the public analyst evidencing that the supply meets the current minimum statutory requirements.
- (c) If the Property is served by a septic tank, outfall pipes and/or soakaway, all necessary Local Authority and SEPA Consents and confirmation of registration with SEPA will be exhibited no later than seven days prior to and shall be delivered at Settlement. The Seller confirms that, to the best of their knowledge and belief, the septic tank installation complies with the existing consent and/or registration. No notices or orders have been issued by SEPA prohibiting the use of the septic tank

# Registers of Scotland

system or requiring amendments to the consent and/or registration, the installation or the use thereof.

## 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 him arising from such failure. In the event that the Seller's breach of contract continues for fourteen 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 written intimation to that effect. This condition (i) will 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 two weeks 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:
  - (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 twelve 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;

6

# Registers of Scotland

- (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 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 ten 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) Professional Consultant's Certificate with other necessary information all in compliance with the current edition of the CML Lenders' Handbook for Solicitors (Scotland);

## 15. TITLE CONDITIONS

- (a) Where the Property forms part of a larger building the Property will have the benefit of and be subject to the usual common rights applicable to flatted or divided dwellinghouses including a right in common to the solum on which the building of which the Property forms part is erected, the foundations; the roof and roof systems; rhones, downpipes and drains and boundary walls, fences or divisions and the liability for the share of the maintenance, renewal and upkeep of the foregoing will be shared by the respective proprietors on an equitable basis.
- (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 or maintaining walls, fences, roadways, footpaths or sewers adjoining or serving the Property.
- (e) The Property has the benefit of all necessary servitudes and wayleaves required for its proper enjoyment (including vehicular access rights) including:-
  - (i) If any connection from the Property to the water main, main sewer, mains electricity supply or mains gas supply runs through ground belonging to a third party, the Seller will provide reasonable evidence that all appropriate servitude rights exist and that these are properly constituted.
  - (ii) If the Property is served by a private access, private water supply, private electricity supply or private drainage, the Seller will disclose this in the acceptance hereof and will provide reasonable evidence that all appropriate servitude rights exist and that these are properly constituted.

If the title deeds disclose a position other than as stated above the Purchaser will be entitled to resile from the Missives without penalty to either party but only provided the Purchaser exercises this right within five working days of receipt of the Seller's titles. The Purchaser's right to resile will be his sole option in terms of the Missives.

## 16. SETTLEMENT

- (a) The Price will be payable on the Date of Entry in, exchange for (i) delivery of a validly executed Disposition in favour of the Purchaser or his nominees; (ii) vacant possession of the Property; (iii) Discharge of any outstanding Heritable Securities affecting the Property (iv) a Letter of Obligation in terms of the Guidance issued by the Law Society of Scotland and (v) the keys for the Property; together with the items mentioned in parts (b) or (c) below.



# Registers of Scotland

- (b) If the provisions of the Land Registration (Scotland) Act 1979 ("the Act") relating to a first registration under the Act apply, a valid marketable title together with: (i) a Form 10A Report brought down to a date not more than three 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 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) that the description of the whole Property as contained in the title deeds is habile to include the whole of the occupied extent.
- (c) If the title to the Property is already registered in terms of the Act a valid marketable Land Certificate 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 12A Report brought down to a date not more than three working days prior to the Date of Entry and showing no entries adverse to the Seller (the cost of the said Report being the Seller's liability); and (ii) such documents and evidence as the Keeper may require to enable the Purchaser to be registered in the Land Register as registered proprietor of the Property without exclusion of indemnity under Section 12(2).
- (d) Where (b) or (c) 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 by the Purchaser prior to the Date of Settlement.
- (e) If the Application for First Registration of the title to the Property is still being processed by the Keeper, the Seller warrants that (i) no requisitions have been made by the Keeper but not implemented; (ii) the Keeper has not indicated any concern with the Application such as might result in any exclusion of indemnity or refusal to register, and (iii) any copy documents provided to the Purchaser are true copies of the originals.
- (f) 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.
- (g) Where any proprietor of the Property has, during the prescriptive period, disposed of his or her interest either by gift or for less than adequate consideration, there will be produced, at the expense of the Seller, documentation sufficient to satisfy the Purchaser that the Purchaser, or the nominee of the Purchaser and successors in title will be protected against the application of Section 34 of the Bankruptcy (Scotland) Act 1985 and where applicable, Section 339 of the Insolvency Act 1986.
- (h) In the event that the Disposition or other title deed in favour of the Purchaser or any deed creating real burdens or servitudes requires to be dual registered, the Seller shall be bound to deliver to the Purchaser at settlement all registration forms and fees necessary to complete the Purchaser's and any other interested parties' interests apart from the fees applicable to the Purchaser's interest in the said Disposition or all other title deeds, and all documents and evidence required to enable the registration of same.
- (i) Notwithstanding any other term within the Missives this Condition 16 will 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 three 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 three 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 three 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 43 days after the Date of Entry whichever is the earlier disclosing no entries prejudicial to the registration of the said Disposition;

8

# Registers of Scotland

- (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 10A, 11A, 12A or 13A 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 Date of Settlement.
- (b) The risk of damage to or destruction of the Property howsoever caused will remain with the Seller until the Date of Settlement.
- (c) In the event of the Property being destroyed or materially damaged prior to the Date of Settlement either the Purchaser or the Seller will have the right to resile from the Missives without penalty to the other.
19. PROPERTY ENQUIRY CERTIFICATE
- A Property Enquiry Certificate (hereinafter referred to as "the PEC") reporting on all matters referred to in the relevant section of the current edition of the CML Lender's Handbook for Scotland dated no earlier than three months prior to the Date of Entry will be exhibited by the Seller to the Purchaser's solicitors no later than ten working days prior to the Date of Entry.
- In the event that the PEC discloses any matter which could reasonably be deemed to be materially prejudicial to the value of the Property or its use as a residential dwellinghouse, the Purchaser will be entitled to resile from the Missives and that without penalty to either party but provided that the Purchaser exercises his right to resile within a period of five working days of receipt by the Purchaser's solicitors of the PEC. The Purchaser's right to resile will be his sole option in terms of the Missives.
20. ENVIRONMENTAL MATTERS
- To the best of the Seller's knowledge and belief, the Property is not contaminated land and is not adversely affected by pollution.
21. COAL MINING REPORT
- If the Coal Authority or similar statutory body recommends that a Coal Mining Report is obtained for the Property then such report dated not less than three months prior to the Date of Entry will be exhibited by the Seller to the Purchaser's solicitors no later than ten working days prior to the Date of Entry. In the event that such report discloses any matter which could reasonably be deemed to be materially prejudicial to the value of the Property or its use as a residential dwellinghouse then the Purchaser will be entitled to resile from the Missives and that without penalty to either party provided the Purchaser exercises this right in writing within five working days of receipt of the said report by the Purchaser's solicitors.
23. SUPERSESION OF MISSIVES
- The Missives will cease to be enforceable and shall not be founded upon after a period of two years from the Date of Entry 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.
24. PARTIES' ADDRESSES
- All parties irrevocably authorise their solicitors to disclose their addresses after settlement if requested by the other party on demand.
25. LIMITATION OF CLAIMS
- Section 3 of the Contract (Scotland) Act 1997 will be qualified to the extent that any competent claim thereunder will not be available in respect of matters disclosed to and accepted by the Purchaser prior to the Date of Entry.
26. ENTIRE AGREEMENT

# Registers of Scotland

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 of the Missives which may have been made by the parties either orally or in writing prior to the date of conclusion of the Missives.

## 27. INTERPRETATION

- (a) In these Clauses (i) the masculine includes the feminine; and (ii) words in the singular include the plural and vice versa.
- (b) In these Clauses the word "Settlement" or words "Date of Settlement" mean the date on which settlement is actually effected whether that is the Date of Entry or not.
- (c) In these Clauses "the Missives" means the contract of purchase and sale concluded between the Purchaser and the Seller and constituted inter alia by the offer or other document incorporating reference to these Clauses.
- (d) In these Clauses "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.
- (e) Where, in these Clauses, there is a requirement to exhibit or deliver anything, it will be sufficient compliance if exhibition or delivery is effected on the solicitors acting for the Purchaser or the Seller as appropriate.
- (f) Any intimation will be in writing, and where any intimation must be given within a specified period, time will be of the essence.
- (g) In these Clauses, any reference to legislation or statute shall be deemed to include any statutory extension, amendment, modification or re-enactment thereof, and any regulations or orders made thereunder.
- (h) For the avoidance of doubt, "keys" will include keys for all external lockable doors and windows of the Property.

## 28. MISCELLANEOUS ITEMS

- (a) The Seller warrants that the Property has not been affected by flooding during the period of the Seller's ownership and also the Seller is not aware of any previous flooding history..
- (b) If the Property is of timber framed construction, the Seller warrants that, during the period of their ownership, they have not installed any cavity wall insulation and, to the best of their knowledge and belief, they are not aware of any previous installation of cavity wall insulation. .
- (c) All Guarantees in respect of double glazing, cavity wall insulation and other work carried out to the Property under guarantee shall be exhibited by the Seller to the Purchaser prior to and delivered at the Date of Settlement. The Seller confirms that he is not aware of anything having been done or omitted to be done which might invalidate the Guarantees. If requested and insofar as necessary and competent, the Guarantees will be assigned by the Seller to the Purchaser at the Purchaser's expense.
- (d) The Property is not affected by any Improvement or Repairs Grants.
- (e) To the best of the Seller's knowledge the Property is not affected by (i) any servitudes, wayleaves or similar rights in favour of third parties created by prescriptive use or (ii) any unusual or unduly onerous overriding interests within the meaning of Section 28(1) of the Land Registration (Scotland) Act 1979.

EXTRACTED by me having commission to that effect from the  
Keeper of the Registers of Scotland.



10/07