

07/42027

Books of Council and Session

Extract Registered 26 Oct 2007

DECLARATION

EDINBURGH CONVEYANCERS FORUM

HBJ GATELEY WAREING (SCOTLAND) LLP
DX ED27 EDINBURGH


Registers of Scotland

07/42027

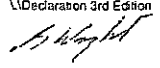
AT EDINBURGH the Twenty Sixth day of October Two thousand and seven the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:-

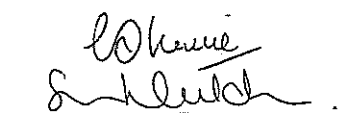
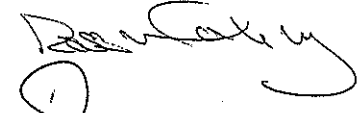
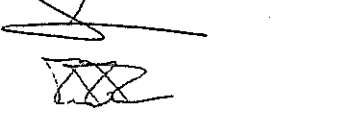
WE, THE EDINBURGH CONVEYANCERS FORUM, acting by its Office Bearers, namely ROSS ALEXANDER MACKAY WS, 19 Canning Street, Edinburgh, DUNCAN JOHN COLLINSON, Solicitor, 9-15 Bridge Road, Colinton, Edinburgh, RICHARD DONALD LOUDON WS, 58 Albany Street, Edinburgh, CHRISTOPHER DOUGLAS HARDIE, Solicitor, 15 Atholl Crescent, Edinburgh and SUSAN JANE CALDER, Solicitor, 55-57 Queen Street, Edinburgh respectively the Chair, Treasurer, Secretary and Committee Members of the Edinburgh Conveyancers Forum **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 Edinburgh Standard Clauses (2007 Edition)") **HEREBY DECLARE** that the clauses detailed in the Schedule annexed and executed as relative hereto are the Edinburgh Standard Clauses (2007 Edition); And we declare that any party desiring to use the Edinburgh Standard Clauses (2007 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 Edinburgh Standard Clauses (2007 Edition) that the style of offer annexed and signed as relative hereto is intended for use along with the Edinburgh Standard Clauses (2007 Edition) but that it is at the entire discretion of each party to decide

whether to use the same or any variation thereof: IN WITNESS WHEREOF these presents together with the Schedule and style Offer annexed hereto, are executed as follows; they are subscribed by us the said Ross Alexander Mackay, Duncan John Collinson and Susan Jane Calder at Edinburgh on 12th October 2007 before the undernoted witness, Angela de Courcy Bennett, 19 Canning Street, Edinburgh; they are signed by me the said Richard Donald Loudon at Edinburgh on 16th October 2007 before the undernoted witness, Shirley Wright, 58 Albany Street, Edinburgh; and they are signed by me the said Christopher Douglas Hardie at Edinburgh on 23rd October 2007 before the undernoted witness, Mohamed Ali, 19 Canning Street, Edinburgh.

 M. Ali

A. de C. Bennett

Declaration 3rd Edition


Registers of Scotland

This is the Schedule specified in the Deed of Declaration by the Edinburgh Conveyancers Forum dated 12th October 2007 and subsequent dates

EDINBURGH STANDARD CLAUSES (2007) 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 affect the fabric or decoration of the Property;
- (c) all items specified 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 (and were fitted or fixed to the Property): garden shed or hut, greenhouse, summerhouse, garden statuary; 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, 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 and fireplace surround units.

The Seller warrants that at the Date of Entry 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. AWARENESS OF DEFECTS

So far as the Seller is aware the Property (including the larger building or tenement of which the Property forms part, if appropriate) is not and has not been affected by:

- (a) any wet rot, dry rot, rising damp, woodworm or other infestation;
- (b) any proposed scheme of common repairs which has not yet been ordered or instructed;
- (c) flooding from river or water course (nor has it been subject to special insurance terms due to flooding or the threat of flooding);
- (d) registration of rent in terms of the Rent (Scotland) Acts or Housing (Scotland) Acts; and
- (e) any landfill site or contaminated land (or toxic substances used in the construction of the Property or in any subsequent works upon the Property).

2

Registers of Scotland

3. SPECIALIST REPORTS

- (a) Where any specialist treatment has been carried out to the Property (including the installation of a damp proof course) within the period of 20 years prior to the Date of Entry, valid and enforceable Guarantees (together with all ancillary documentation such as Specifications or Reports) will be exhibited at least five working days prior to the Date of Entry and shall be delivered to the Purchaser at settlement. In the event that such Guarantees and ancillary documentation disclose a position materially adverse to the Property or the Purchaser's proposed use of same, the Purchaser shall be entitled to rescind from the Missives and that without penalty to either party but only provided (i) the Purchaser intimates his intention to exercise this right within five working days of receipt of the said papers 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 the earlier. The Purchaser's right to rescind shall be his sole option in terms of the Missives.
- (b) The Seller confirms that he is not aware of anything having been done or omitted to be done which might invalidate any such Guarantees.
- (c) If requested (and where competent to do so), the said Guarantees will be assigned to the Purchaser at the Seller's expense.

4. CENTRAL HEATING ETC.

- (a) The Seller undertakes that any systems or appliances of a working nature (including central heating, water, drainage, electric and gas) included in the Price shall be in working order commensurate with age as at the Date of Entry.
- (b) The Seller shall make good any defect which prevents any system or appliance being in the said order provided said defect is intimated in writing within five working days of settlement. Failing such intimation, the Purchaser shall be deemed to be satisfied as to the position.
- (c) The Seller shall only be responsible for carrying out any necessary repairs to put any system or appliance into the said 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 the said 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 essential 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 five working days of intimation; or (iii) in the event that any essential repairs are not carried out within five 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.

3

Registers of Scotland

5. DEVELOPMENT

- (a) So far as the Seller is aware there are no proposals, applications, or redevelopment plans affecting the Property or any adjoining or neighbouring property.
- (b) Without prejudice to the foregoing, the Seller warrants that he has not been served with nor received any neighbour notification notice issued in terms of planning legislation by any third party. 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's solicitor within five working days of receipt of such notice.

6. 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 settlement) 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 approved, entered into or authorised any scheme of common repairs or improvement affecting any larger building of which the Property forms part. Where the Seller has approved, entered into or authorised any such scheme 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 shall 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 jointly for the Purchaser and the Seller 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 shall remain the liability of the Seller.
- (d) On issue of invoices or bills relating to such works by the Local Authority or other authorised party the retention shall be released to make payment of such invoices as soon as reasonably practical.
- (e) This condition shall remain in full force and effect without limit of time notwithstanding any provision to the contrary in the Missives.
- (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 jointly for the Purchaser and the Seller pending settlement of the Seller's liability.
- (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.

4

Registers of Scotland

7. FACTORING

- (a) If the Property is factored it is a condition that:
- (i) all maintenance and other charges have been paid by the Seller down to the Date of Entry;
 - (ii) there are no major repairs contemplated or outstanding work undertaken but not yet completed (or completed, but not yet paid for) in respect of the Property or the larger building of which it forms part; and
 - (iii) evidence in respect of any block insurance policy will be exhibited prior to settlement.
- (b) All outgoing and charges payable in respect of the Property shall be apportioned as of the Date of Entry.

8. 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 Building Warrants (including stamped warrant drawings) and Certificates of Completion (or, if applicable, Notices of Acceptance of Completion Certificate or City of Edinburgh Council Confirmation of Completion) or
 - (ii) Unqualified City of Edinburgh Council Property Inspection Report
- (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) All Listed Building Consents necessary for additions or alterations to the Property (including replacement windows) completed since the date of listing of the Property shall be exhibited before and delivered at the Date of Entry
- (d) 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.
- (e) 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 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 real burden.

9. FAMILY LAW ACT/LITIGATION

The Seller warrants that:

- (a) The Property is not and will not be affected by any Transfer of Property Order made in terms of the Family Law (Scotland) Act 1985 at the date of settlement;
- (b) The Seller is not a party to any action in which any such Order is being or has been sought; and
- (c) 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.

S

Registers of Scotland

10. ACCESS

The Seller shall 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 two occasions without the consent of the Seller.

11. NEIGHBOUR DISPUTES

There are no current disputes with neighbouring proprietors or occupiers or any other parties relating to access, title, common property or any other material matters relating to the Property nor is the Seller aware of any such disputes having occurred in the past.

12. UTILITIES

(a) Prior to settlement the Seller shall 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: water, drainage, electricity, and if applicable, gas)

13. 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 him 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 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.

14. BREACH OF CONTRACT BY PURCHASER

(a) It will be a condition of the Missives that the Price is paid in full on the due date.

(b) The Seller will not be obliged to offer vacant possession except as against payment of the Price and any interest or losses due as aftermentioned.

(c) If the Price remains unpaid in whole or in part after the due date the Seller will be entitled to payment from the Purchaser, at the Seller's option, of one (but not both) of:

(i) an amount equal to all proper and reasonable losses arising out of the non payment of the Price (which may 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 may include Wasted Expenditure); or

6

Registers of Scotland

- (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 increase in the Price obtained by the Seller on a resale of the Property).
- (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" may include the following:
 - (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 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.

15. N.H.B.C/BUILDING WARRANTY

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 (Buildmark 10 Year Notice, Insurance Certificate, or otherwise) 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 (Scotland), 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 Consultants Certificate with other necessary information all in compliance with the current edition of the CML Lenders' Handbook for Solicitors (Scotland).

16. TITLE CONDITIONS

- (a) Any part of the Property which is common or mutual with any adjoining property (including the roof and roof systems; rones and downpipes; drains and boundary walls; fences or divisions)

7

Registers of Scotland

falls to be maintained, renewed and upheld by 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, servitudes or overriding interests (within the meaning of Section 28 (1) of the Land Registration (Scotland) Act 1979) 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 necessary servitudes and wayleaves required for its proper enjoyment (including vehicular access rights). Any such servitudes and wayleaves shall have been formally constituted and any liabilities relating to same are equitably apportioned.

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 resile from the Missives without penalty to either party but only provided (i) the Purchaser intimates his intention to exercise this right within ten 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 resile shall be his sole option in terms of the Missives.

17. SETTLEMENT

The Price will be payable not later than 2:00 pm on the Date of Entry in exchange for (i) delivery of a validly executed Disposition in favour of the Purchaser or his nominee(s); (ii) vacant possession of the Property; and (iii) the keys for the Property.

18. REGISTRATION OF TITLE

- (a) If the provisions of the Land Registration (Scotland) Act 1979 ("the Act") relating to a first registration under the Act apply, there will be delivered in exchange for the Price a valid marketable title together with: (i) a Form 10 Report brought down to a date as near as practicable to the date of settlement 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 shall 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 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 as near as practicable to the date of settlement 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 interests 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 (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.

Registers of Scotland

- (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.

19. 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.
- (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.

20. RISK

- (a) The Seller will maintain the Property in its present condition, fair wear and tear excepted, until 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 settlement, either the Purchaser or the Seller shall have the right to rescind the Missives without penalty to either party.

21. PROPERTY ENQUIRY CERTIFICATE

- (a) A Property Enquiry Certificate dated after conclusion of the Missives will be exhibited at least five working days prior to the Date of Entry. The Certificate 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 said Certificate discloses any matter which is materially prejudicial to the Purchaser or the Property, the Purchaser shall be entitled to rescind 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 ten working days of receipt of the said Certificate; and (ii) such matters intimated as being prejudicial are not rectified or clarified to the Purchaser's satisfaction (acting reasonably) by the

9

Registers of Scotland

Date of Entry or within 6 weeks from the date of such intimation whichever is earlier. The Purchaser's right to resale shall be his sole option in terms of the Missives. 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, this shall not be deemed to be a prejudicial ground entitling the Purchaser to so resale.

22. COAL AUTHORITY REPORT

If the Coal Authority or similar statutory body recommends that a Coal Mining Search is obtained for the Property then such report shall be exhibited prior to settlement. The report shall have been issued no more than 6 months prior to the Date of Entry. In the event that such report discloses a position materially prejudicial to the Property or the Purchaser's proposed use of same then the Purchaser shall be entitled to resale 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 five 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 resale shall be his sole option in terms of the Missives.

23. 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 as amended or the Civil Partnership Act 2004.

24. SUPERSESION OF MISSIVES

The Missives shall cease to be enforceable 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.

25. SELLER'S ADDRESS

The Seller's address after settlement will be disclosed to the Purchaser's solicitors if requested by the Purchaser or his agent in the event of any claim arising after settlement.

26. 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 (i) matters disclosed to and accepted by the Purchaser prior to the Date of Entry or (ii) any item or claim amounting in value to less than £100.

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 phrase "settlement" or "date of settlement" means 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 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).

Whit
10
S. H. H. H.
R. S. S. S.

Registers of Scotland

This is the style of Offer specified in the Deed of Declaration by the Edinburgh Conveyancers Forum dated 12th October 2007 and subsequent dates

[Enter Name and Address]

Fax: [Click here]

Our Ref: [Click here]

Your Ref: [Click here]

[Click here]

Dear Sirs

For the purposes of this offer and the Edinburgh Standard Clauses (2007 Edition) aftermentioned:

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

The Property means [Click here] together with any garden, garage, parking space and/or outbuildings.

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

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

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 Edinburgh Standard Clauses (2007 Edition) specified in the Deed of Declaration by the Edinburgh Conveyancers Forum dated() and registered in the Books of Council and Session for preservation on() both 2007, and upon the following further conditions:-

- (First) The Price shall include:
(a) the moveables specified in the Seller's sales particulars (if any)
(b) 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 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.

Yours faithfully

