

Special Conditions of Sale as applicable to particular Lots will be available at the Auction, and prior to the Auction, at the Auctioneers Offices and will be available or issued by the Auctioneers as a supplement to the Auction Catalogue and shall be taken as forming part of the same. Whether or not inspecting the same, the Purchaser shall be deemed to purchase with full notice of the said Conditions and other deeds and documents aforesaid.

THESE GENERAL CONDITIONS APPLY TO THE SALE OF EACH OF THE LOTS IN THE AUCTION, SUBJECT TO ANY VARIATION OR ADDITION REFERRED TO IN THE SPECIAL CONDITIONS RELATING TO THE RELEVANT LOT.

The General Conditions of Sale by Halifax plc registered in the Books of Council and Session on 26th October 2000 ("the said Conditions") shall be deemed to be incorporated herein *brevisitatis causa* subject only to the following amendments:-

- A. "The Seller" is defined in the Articles of Roup;
- B. Added to the end of Condition 3.4 shall be the words "Neither the Auctioneers nor the Seller shall be liable for any claim or compensation arising from the sale or withdrawal of a property prior to auction";
- C. Added to the end of Condition 3.5 shall be the words "The Auctioneer may sign the Minute of Preference and Enactment on behalf of the Purchaser thus binding the Purchaser to the sale";
- D. Condition 5.1 shall be amended in that the deposit will be ten per centum (10%) of the agreed price or a deposit of £1,500.00 whichever the greater;
- E. Condition 22 of the said Conditions shall be deleted in its entirety;

GENERAL CONDITIONS OF SALE BY HALIFAX PLC REGISTERED IN THE BOOKS OF COUNCIL AND SESSION ON 26TH OCTOBER 2000

THESE GENERAL CONDITIONS APPLY TO THE SALE OF EACH OF THE LOTS IN THE AUCTION WHICH HAVE BEEN ENTERED BY HALIFAX PLC, SUBJECT TO ANY VARIATION OR ADDITION REFERRED TO IN THE SPECIAL CONDITIONS RELATING TO THE RELEVANT LOT.

1. Interpretation:

"The Lot" is the property which is the subject of the sale and is described in the relevant particulars and/or Special Conditions and in the Articles of Roup or any part thereof which is being offered for sale.

"The Seller" means Halifax plc of Trinity Road, Halifax, West Yorkshire, HX1 2RG as heritable creditor in possession of the lot.

"The Offeror" is identified in the Minute of Preference and Enactment.

"The Purchaser" is identified in the Minute of Preference and Enactment.

"The Auction" is the Roup of Sale held in the Sale Room on the date of the sale.

"The Auctioneers" are identified in the Articles of Roup and the term includes the individual Auctioneer representing the Auctioneers and who is responsible for the conduct of the Auction.

"The Auctioneer" shall be the judge of Roup named in the Minute of Preference and Enactment and shall have the power to determine whatever questions and differences which may occur at the Roup.

"The Sale Room" is the location of the Auction.

"The Particulars" are the particulars relating to the Lot and are contained in the Brochure relating to the Auction at which it is proposed to offer the Lot for sale, or in the case of a late entry, they are available (separate from the Brochure) in the Sale Room immediately before the Auction.

"The Articles of Roup" are available (separate from the Brochure) in the Sale Room immediately before the Auction.

"The Minute of Preference and Enactment" is contained in the Articles of Roup and will be completed following the auction of the Lot.

"The Special conditions" are the Special Conditions relating to the sale of the Lot and are contained in (or their whereabouts are described in) the Articles of Roup or are available at the Sale Room immediately before the Auction.

"The Conditions of Sale" are collectively these General Conditions of Sale and the Special Conditions.

The singular is deemed to include the plural (and vice versa) and the masculine is deemed to include the feminine (and vice versa).

Registers of Scotland

All obligations, agreements or warranties given by or on behalf of the Purchaser or/and the Offeror pursuant to the Particulars or Conditions of Sale shall, where such party consists of two or more persons, be deemed to be joint or several.

The under mentioned headings do not form part of the Conditions of Sale and are only to assist ease of reference. The relevant subject matter may also be dealt with under headings apparently relating to different top-ics.

2. Relationship between the General and Special Conditions:

- 2.1 In the event of anything in these General Conditions conflicting with the Special Conditions, the Special Conditions shall prevail.
- 2.2 The Seller reserves the right to alter or add to the Conditions of Sale at any time prior to the sale taking place.

3. The Auction:

- 3.1 Unless otherwise stated, the Lot shall be offered for sale at the Auction, subject to an undisclosed reserve price.
- 3.2 The Auctioneers have the right to regulate the bidding and to refuse to accept any bid or bids without assigning any reason therefore in their sole and absolute discretion. In the event of any dispute on bidding, the Auctioneers decision shall be final.
- 3.3 The Auctioneers shall have the right to divide and sell the Lot in separate Lots if the whole is un-sold, or to amalgamate individual Lots and sell them in one Lot.
- 3.4 The Seller reserves the right to withdraw the Lot from the Auction and the Seller reserves the right to sell the whole or any part of the Lot before the Auction without, in either event, declaring the reserve price.
- 3.5 Subject to the foregoing provisions, the highest Offeror for the Lot at the Auction shall be the Purchaser. On the Lot being knocked down, the successful Offeror must forthwith complete and sign the Minute of Preference and Enactment, the date of which shall be the date of the Auction and the offeror shall become bound and obliged for the sum offered by him. If the successful Offeror acted as an Agent, he must give the Auctioneers' Clerk the details of the Principal at the time of completing and signing the Minute of Preference and Enactment. In default, the Auctioneers shall be entirely at liberty to re-submit the Lot for sale at any time without consulting or giving notice to the earlier successful bidder or his principal.

4. Corporate Purchaser:

In the event of the Purchaser being an Incorporated Company, it is agreed that this contract is entered into at the request of an Agent ("the Guarantor") whose bid the Auctioneers shall have accepted. In consideration of this contract being entered into at the request of the Guarantor, the Guarantor warrants to the Seller and the Auctioneers that the Purchaser is a properly constituted Incorporated Company empowered to purchase, take on, lease or otherwise acquire any land and building or interest in any heritable rights connected with any such land or buildings and that the Guarantor has absolute authority to bind the Company to this contract as its Agent

and he guarantees to the Seller (as witnessed by his signature to the Minute of Preference and Enactment which he shall be deemed to have signed, both as Agent for and on behalf of the Company and in his capacity as Guarantor) as follows:

- 4.1 That the Purchaser will observe and perform all its obligations under this Contract and in accordance with the Conditions of Sale, and will pay and make good to the Seller all losses, costs, damages and expenses occasioned to the Seller by non-performance (in whole or part) of the terms and conditions of the Contract or any of them including (but without prejudice to the generality of the foregoing) the non-payment of the deposit or the whole or any part of the purchase price or any other monies which may become due on completion, and it is agreed that any neglect of forbearance on the part of the Seller in enforcing or giving time to the Purchaser for the performance of the terms and conditions under this contract or any of them, shall not in any way release the Guarantor in respect of his personal liability under this condition.
- 4.2 That if the Purchaser shall enter into liquidation and the liquidator shall disclaim this contract, the Guarantor shall, if the Seller within 21 days after receiving such disclaimer so requires by giving 14 days notice in writing to the Guarantor, agree that the original contract be rescinded, and will personally enter into a fresh contract with the Seller on the original terms and conditions. In the event of the Seller serving such notice, the Date of Entry (for which time shall be of the essence) shall be on or before the expiration of such a notice and the Conditions of Sale shall apply and the Guarantor shall pay to the Seller such sum or sums as the Purchaser would have been liable to pay (including interest) had the liquidator not disclaimed the contract including (but without prejudice to the generality of the foregoing) the amount of the deposit payable on the signing of the Memorandum of Sale (if such deposit has not previously been paid) and the whole or whatever part of the purchase price and other monies may become due on the Date of Entry.
- 4.3 That the Guarantor shall within 5 working days of any request therefore, provide to the Seller's solicitors such evidence as they may reasonably require to verify any warranties given by the Guarantor under this condition.
- 5. Deposit:**
 - 5.1 A deposit of fifteen per centum (15%) of the agreed purchase price or a deposit of £1,500.00, whichever shall be the greater, shall be paid by either the Offeror or the Purchaser to the Auctioneers (not personally to the individual Auctioneer) immediately after the Auction, which deposit shall be held by the Auctioneers as Agents for the Seller, unless otherwise specified in the Special Conditions of Sale.
 - 5.2 The Auctioneers reserve the right to hold the Minute of Preference and Enactment, signed by the Auctioneers on behalf of the Seller, until the cheque tendered by the Purchaser in respect of the deposit has been cleared and/or until the full deposit has been received by the Auctioneers.
 - 5.3 The contract for the sale of the Lot shall be created upon the Auctioneers accepting a bid from a Purchaser, unless otherwise stated in the Special Conditions, and the payment of a deposit shall not be a precondition of the contract.
 - 5.4 If a cheque given for payment of the deposit is dishonoured or is not met when first presented or if the Purchaser fails to pay the required deposit immediately after the Auction, the Seller shall be entitled to treat such dishonour or failure as a repudiation of the contract and rescind the contract without prejudice to the Seller's right to claim the damages for repudiation of the contract.
- 6. Settlement:**
 - 6.1 On the date of entry and in exchange for payment of the whole purchase price and interest thereon, if any, the Seller shall deliver to the Purchaser (a) a duly executed Disposition or where appropriate Assignment of the Lot in favour of the Purchaser and under the reservations, burdens, conditions and others referred to in the title deeds of the Lot or otherwise affecting the same, (b) any occupancy, tenancy or lease documentation relating to the Lot, and (c) the title deeds as detailed in the Inventory of Writs annexed to the Articles of Roup.
 - 6.2 Any current lets, servitudes, rights of possession and other rights however constituted shall be excluded from the warrantice to be granted in said Disposition or Assignment.
- 7. Property at Risk of Purchaser:**

The risk of damage or destruction of the lot will pass to the Purchaser as from midnight on the date of the Auction. The Purchaser shall insure the Lot with effect from the date of the Auction and the Seller will be under no liability as from the said date for the destruction or partial destruction of the Lot from whatever cause.

The Purchaser shall be bound to proceed with the purchase of the Lot in terms of the Articles of Roup notwithstanding damage to or destruction total or partial of the Lot from whatever cause.
- 8. Particulars:**
 - 8.1 It is the Purchaser's responsibility to satisfy himself as to the accuracy of each aspect of the Particulars before making a bid for the Lot.
 - 8.2 The Seller reserves the right to alter or add to the Particulars at any time prior to the sale taking place.
- 9. Tenure and Interest:**
 - 9.1 The tenure of the Lot or interest sold are as stated in the Particulars and /or Special Conditions.
 - 9.2 If the title is not registered at the Land Register of Scotland or in the Registers of Sasine, it will be deducted in accordance with the Special Conditions.
 - 9.3 The title will be taken as it stands and the Purchaser will be taken bound to have satisfied himself as to the validity and sufficiency of the title and the burdens and conditions affecting same and of the Seller's right to the Lot and its power to sell same.
 - 9.4 The Lot is sold under burden of any servitudes and right of wayleave for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be held in, through or across the Lot.
 - 9.5 The Purchaser shall free and relieve the Seller of all obligations incumbent upon the Seller to uphold and maintain any items of common property and any fences, drains, ditches, water supplies or other works within or connected with the Lot.
 - 9.6 Minerals will be conveyed only in so far as the Seller has right hereto and no coal mining or other minerals report will be exhibited or delivered.
 - 9.7 The Purchaser shall be deemed to have made all necessary enquiries in connection with the planning position, the status of roads, footpaths and main drains, and generally all such other matters as are normally covered by Local Authority Searches and Property Enquiry Certificates and the Seller will not require to produce any such Certificates or Searches.
 - 9.8 No warranty is given as to the compliance by any occupants of the Lot with legislation whether delegated or otherwise or as to the fitness of the Lot for any use or purpose. All bidders shall be held to have satisfied themselves before bidding as to whether the Lot or any property in the vicinity of the Lot constitutes contaminated land as defined in Section 78A(2) of the Environmental Protection Act 1990 or as subsequently amended or any regulations made thereunder.
 - 9.9 No Searches in the Property Register or Land Registration Form Reports, Searches in the Personal or the Charges Register or Company Files of the Seller or any predecessors in title will be exhibited or delivered, nor will any letters of non-crystallisation of floating charges granted by the Seller or any predecessors in title, and no letter of obligation shall be granted by the Seller's solicitors.

- 9.10 The Seller will be responsible for the discharge of any Standard Securities recorded or registered in respect of the Lot. Where any Lot is being sold by the Seller as heritable creditor in possession, the Seller will not be under any obligation to deliver (a) a discharge of the Standard Security in favour of the Seller, (b) a discharge of any *pari passu* or postponed Standard Securities or charges, or (c) a discharge of any in hibitions registered against the grantor of the said Standard Security in favour of the Seller as heritable creditor and dated after the date of recording or registration of said Standard Security.
- 9.11 Any plan which the Purchaser may wish to incorporate in his title to the Lot or annex to the Disposition in his favour or which may be required by the Keeper of the Land Register shall be prepared at the sole expense of the Purchaser and shall not be warranted by the Seller.
- 9.12 The Seller's solicitors will be under no obligation to exhibit or deliver any evidence, including consents, affidavits or renunciations, required under or by virtue of the terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended.
- 9.13 The Lot is exposed for sale not according to the advertisement or catalogue thereof or with reference to any information, plans or documents which may be communicated to the Purchaser before or at the said public roup but tantum et tale as it exists and as the Seller has right thereto and no warranty is given as to descriptions, extents, boundaries, advertisements, accommodation, rentals, rateable value, feu duties, ground annuals or other payments, the allocation or unallocation thereof, leases, burdens, servitudes, building warrants, certificates of completion, planning or any orders, regulations or notices made or issued by any authority or any particulars, plans or information given by the Seller or its agents or any further matter or thing of any kind whatever but the Purchaser admits that the Purchaser has enquired and satisfied himself on all matters or otherwise he takes all risks. The whole titles will be made available prior to the Auction on request. If any misstatement error or omission shall be found as regards the Lot in any manner of way whatsoever the same shall not annul the purchase or entitle the Purchaser to be relieved thereof nor to claim any deduction or abatement from the price offered by the Purchaser or to retain the same or any part thereof.

10. Planning:

The Purchaser shall be deemed to purchase the Lot with full notice in every respect regarding the actual use made of the Lot, and the Purchaser or any prospective mortgagee shall raise no requisition or objection thereto and the Purchaser shall take the Lot, subject to the said use, and nothing in the Particulars or the Conditions of Sale and nothing communicated by or on behalf of the Auctioneers shall be deemed to make a representation or warranty by the Seller that such use is or will become or will continue to be permitted use within the provisions of the Planning Acts or any Rules or Regulations made or arising thereunder.

11. Enquiries Regarding Planning & Associated Matters:

Notwithstanding anything in the Conditions of Sale or in the Particulars, no representation, warranty or condition whether collateral or direct or in-direct has been made or shall be made or implied (however arising) by or on behalf of the Seller either as to the state or condition of the Lot or any part thereof or as to whether the same is subject to any schemes, resolutions, development orders, improvement notices, repairs notices, or any proposals under the Housing Acts or other legislation or regulations or any of them or as to whether the Lot is in an area for which re-development (in whole or in part) is proposed or is subject to road widening proposals or schemes or other matters. The Purchaser shall be deemed to purchase in all respects subject to all such matters whether or not any relevant enquiry is made by or on behalf of the Purchaser, and neither the Seller nor the Auctioneer shall be required or obliged to inform the Purchaser of all or any such matters, whether known to the Seller or Auctioneers, and the Purchaser shall raise no enquiry, requisition or objection regarding all or any such matters and neither the Seller nor the Auctioneers shall be liable in any way with regard to all or any such matters or for failure to disclose the same, it being the sole responsibility of the Purchaser to satisfy himself in respect of all such matters.

12. To Whom Title Will Be Transferred:

The Seller shall neither be required to convey, transfer or assign the whole or any part of the Lot to any person or body other than the Purchaser (or Guarantor if the Purchaser defaults or liquidator disclaims the contact) nor shall the Seller be required to execute a Disposition or Assignment other than of the whole of the Lot nor at a price different from that stated in a Minute of Preference and Enhancement.

13. The Date of Entry and Payment:

- 13.1 The Date of Entry when the balance of the purchase price shall be paid shall take place on the date specified in the Special Conditions, or if not specified, 21 days from the date of the Auction or such earlier date as may be agreed between the Seller and the Purchaser. If the balance of the price has not been paid by 3pm on the specified date (for any reason other than the Seller's neglect or default), the Seller's Solicitors shall be entitled to refuse to settle the transaction on that day or (as a condition of completing after 3pm on that specified date) to require that the next working day shall be deemed to be the Date of Entry for the purpose of calculating interest and apportionments of income and outgoings.
- 13.2 The purchase price will be exclusive of Value Added Tax ("VAT"). Should VAT be chargeable on the sale of the Lot, or any part thereof, the Purchaser will pay such VAT in addition to the purchase price. If no option to charge VAT has been exercised then the Seller will not exercise its option to charge VAT with respect to the sale of the Lot or any part thereof.
- 13.3 For the avoidance of doubt, payment of the balance of the price on the Date of Entry is an essential condition of the contract. Consignation of the purchase price in a bank or in joint names will not be competent.
- 13.4 Payment of the balance of the price in full by CHAPS by 3.00pm on the Date of Entry is an essential condition of the contract. Should the full price not be paid by 3.00pm on the Date of Entry the Seller shall have the right to obtain from the Purchaser interest at the rate of 5 per centum per annum above Halifax plc base rate on the whole price notwithstanding that the Purchaser may not have taken entry to run (i) until full payment of the purchase price is made or (ii) in the event of the Seller exercising its option as aforementioned to rescind the contract, until such time as the Seller shall have completed a re-sale of the Property and received the re-sale price, and further, interest shall run on any shortfall between the purchase price under the contract and the re-sale price until such time as the shortfall has been paid to the Seller. The Seller shall have the sole right to refuse the Purchaser entry to the Property in the event of the Purchaser wishing to take entry without paying the price in full. If the balance of the purchase price with accrued interest is not paid in full within 7 days of the Date of Entry, the Seller shall be entitled, but not bound, to treat the Purchaser as being in material breach of contract and to rescind the contract on giving 7 days prior written notice to that effect to the Purchaser, and in such circumstances, the Purchaser's deposit will be held to be forfeit without prejudice to any rights or claims competent to the Seller arising from the breach of contract by the Purchaser, including the Seller's right to claim all losses, damages and expenses (including without prejudice to the foregoing the cost of re-advertising and any loss on sale, the cost of funding, and any loss of income, and expenses incurred) sustained as a result of the Purchaser's breach of contract including interest on the balance of the purchase price as calculated in accordance with this clause. The damages and the interest as aforesaid which may be claimed by the Seller shall be deemed to be a liquidate penalty provision exigible notwithstanding the exercise by the Seller of its option to rescind the contract or any repudiation of the contract by the Purchaser. The Seller shall not however be entitled to the said remedies in respect of any period of delay caused directly by the Seller or the Seller's agents.

14. Apportionment:

If any income or outgoing shall require apportionment and for any reason the apportionment has not been finalised on or before the Date of Entry, the relevant condition of sale will remain in full force and effect notwithstanding the settlement of the transaction until the apportionment has been finalised.

Without prejudice to the immediately preceding Condition, where any income or outgoing requires apportionment but the apportionment has not been finalised at the settlement of the transaction, then if reasonable estimated figures are available, such income or outgoing shall be provisionally apportioned based on these figures, subject to adjustment upon final apportionment when the actual figures have been determined.

15. Dilapidations:

The Purchaser shall take the Lot subject to and shall be responsible for compliance with all notices and/or requirements relating to the same whether such notices and/or requirements have been made by the Local Authority or Landlord or any other person or body, and whether as between the Landlord and Tenant, they are the liability of the Landlord or of the Tenant and whether the same be served or intimated before or after the date of making of the contract to sell and purchase the Lot, which contract is the subject of these Conditions of Sale. The Purchaser shall be responsible for complying with any Schedule of Dilapidations which may be served before or after the date of the said contract. The Purchaser shall not make any requisition or objection in regard to any of the above matters and the Purchaser shall indemnify the Seller in respect of any claims which have arisen or which may arise in regard thereto. The Purchaser shall take the Lot as it stands as to condition, repair and use immediately prior to making of the said contract. Without prejudice to the foregoing provisions, the Purchaser accepts full liability and responsibility for the cost of implementing any outstanding statutory notice issued by the Local Authority or by any other body.

16. Obligations, Restrictions, Tenancy Agreements Etc:

If the Lot shall be sold subject to any Lease, Covenant, Restriction or other matter referred to in the Special Conditions, then unless otherwise provided in the Special Conditions, the details of such matter or matters may be inspected at the office of the Seller's Solicitors (named in the Special Conditions) during normal office hours by appointment, and the Purchaser shall be deemed to purchase with full knowledge of all such matters whether or not he shall have availed himself of the opportunity to make such inspection before the Auction, and the Purchaser shall raise no objection, enquiry or requisition thereon notwithstanding any partial, in-complete or in-accurate statement thereof in the Particulars or the Special Conditions.

17. Rent:

No representation is made that the rent payable in respect of the Lot or any part thereof, sold subject to a tenancy, is that properly charged or recoverable under any current statute for the time being in force regulating the control of rents or that the Seller would have been entitled to obtain possession at the time when any notice increasing rent under the said legislation become operative, apart from any provision giving the Tenant security of tenure. The only representation made or intended to be implied by or from the Particulars is that the rent so stated is the rent actually being paid by the Tenant to the Seller and no objection or requisition shall be made or taken as to any matter arising under the said legislation. The Purchaser shall not be entitled to require particulars of a standard rent or the rent limit or of the net rent or of the fair or the present or former regulated rent payable in respect of the Lot or any part thereof, nor to the production of copies of statutory notices of increases of rent and Notices to Quit (if any) which have been served. The Purchaser shall not raise any objection that the Lot or any part thereof has not at any time been registered with the relevant Local Authority as decontrolled and the Purchaser shall not require any Particulars, which under the said legislation are to be inserted in the Tenant rent book, to be so inserted or required to be supplied with any particulars for insertion. In the case of a regulated tenancy, no objection, requisition or enquiry shall be made on the ground that the rent is not the fair rent or that the same may exceed the registered rent under the said legislation or that the same (if applicable) has not been registered. No objection shall be taken by the Purchaser as to whether or not a notice of increase of rent has or has not been validly served or as to whether or not a Certificate of Dis-Repair has been obtained by the Tenant authorising reduction of rent, nor shall the Purchaser object to or claim damages or compensation or rescission on the ground that the Seller has not complied with the terms of any counter notice served upon or by a Tenant. Neither the Seller nor the Auctioneers shall be under any duty to acquaint the Purchaser of any such matters, whether or not the same are known to the Seller or the Auctioneers, and the Purchaser shall, in all respects, satisfy himself at his own risk and whether or not he does so, no claim shall be made against or entertained by the Seller or the Auctioneers alleging that the Purchaser should have been informed of such matters.

18. Sub-Tenancies etc:

Where the Lot is sold subject to any tenancy or tenancies nothing shall be incorporated in the sale, either collaterally or directly or in-directly whether by way of condition, warranty or representation, as to whether there are subsisting any sub-tenancies or similar such occupation. Whether or not any such shall be disclosed at or before the Auction, the Purchaser shall be deemed to have purchased with the full knowledge of any such tenancy or sub-tenancies or occupations that there may be, whether or not he shall have enquired with the Auctioneers, or have inspected the Lot, and no objection shall be taken or requisitions made on account hereof.

19. Service Installations:

The Purchaser shall satisfy himself as to the ownership of all services and installations in or under the Lot, such as electrical fittings and wiring (including communications installations) and gas fittings and pipes, as the Seller may not have title to sell them. Neither the Seller nor the Auctioneers accept any responsibility for the service installations and they do not accept liability for any arrears relating to hire charges and similar debts incurred in respect of such service installations.

20. Mis-representation:

20.1 All statements contained in the Particulars are made (so far as the law allows) without responsibility on the part of the Auctioneers or the Seller and are statements of opinion and not to be taken as or implying a statement or representation of fact. Any intending Purchaser must satisfy himself by inspection and Specialist Survey or otherwise as to the correctness of each statement contained in the Particulars.

20.2 The Seller does not make or give any representation or warranty in relation to any aspect of the Lot, nor have the Auctioneers or any person in the employment of the Auctioneers any authority to do so on the Seller's behalf.

20.3 The Purchaser acknowledges that he does not place and has not placed any reliance whatsoever on any statements or representations in writing or otherwise made or alleged to have been made by or on behalf of the Seller.

21. The Purchaser warrants and declares that the Purchaser is not (i) a director; (ii) a staff member; or (iii) a partner or the principal, of any company in the Halifax Group, the agents selling the property or the Seller's solicitors nor related (either by blood or by marriage) to any such person.

22. The following are expressly excluded from the sale, namely moveable items and any fixtures and fittings subject to any lien or hire purchase loan or credit agreement. The Seller does not own any moveable items that may be on the Lot. Any such moveable items may be removed before completion, but not by the Purchaser. If there are any moveable items on the Lot at completion, the Seller does not purport to sell them and does give any title guarantee in respect of them. The Seller, however, shall not be liable to remove them before completion. The Purchaser shall accept that vacant possession is given of the whole or any part of the Lot which is sold with vacant possession even if there are any moveable items on the Lot at settlement.

23. The Articles of Roup together with the Minute of Preference & Enactment to follow thereon will form a continuing and enforceable contract notwithstanding the delivery of a Disposition except in so far as fully implemented thereby, but the contract shall cease to be enforceable after a period of three months from the Date of Entry.

24. Arbitration

If any questions arise regarding the true meaning and intent of the Article of Roup or the Minute of Preference and Enactment or the rights and obligations of the parties under the same or otherwise affecting the Lot, every such question shall be submitted on the application of either party to the amicable decision of any arbitrator having experience in residential or commercial property as the case may be to be appointed by the President of the Law Society of Scotland whose decision shall be conclusive and binding on all concerned. The terms of Section 3 of the Administration of Justice (Scotland) Act 1972 are expressly excluded.

25. Law of Scotland:

The Law of Scotland shall apply to the interpretation of the Articles of Roup and any Minute of Preference and Enactment following thereon and the Seller and the Purchaser, by subscription of the relevant Minute of Preference and Enactment, will thereby prorogate the jurisdiction of the said Court of Session in relation to all actions arising out of these presents.