

In the event of the Property being situated within the City of Edinburgh Council Local Authority Area and being affected by a Notice issued in terms of Part VI of the City of Edinburgh District Council Order Confirmation Act 1991 (“the 1991 Act”), the following shall apply in replacement of the terms of Scottish Standard Clause 6.1:-

- (a) if an account or invoice has been issued by the City of Edinburgh Council (“the CEC”) in respect of any such Notice the Purchaser shall have no interest in same. The Seller shall remain responsible for payment of any such account or invoice. The Purchaser shall not be entitled to demand evidence of payment of any such account or invoice.
- (b) If a Notice has been served by the CEC in terms of the 1991 Act but such Notice has not been implemented, activated or commenced by the CEC, the Seller shall have no liability for such Notice to the Purchaser and no obligation for otherwise dealing with or implementing the terms of same. For the avoidance of doubt, the disclosure of any such Notice shall not be deemed to be a prejudicial ground entitling the Purchaser to resile in terms of Scottish Standard Clause 21.
- (c) In the event however of the CEC having served a Notice in terms of the 1991 Act and having activated same or commenced works in part or whole implement of same (and that prior to the date of conclusion of Missives) the provisions of Standard Clause 6.3 and 6.4 shall continue to have effect.