

[]. SUSPENSION OF CONTRACTUAL OBLIGATIONS

[].1 This clause [] uses the following defined terms:

“Suspension Event” means any act, cause, circumstance, omission or incident directly relating to a pandemic or epidemic , (including Covid-19), including self-isolation or other reasonable precautionary steps intended to reduce the impact of a pandemic or epidemic which either the Purchaser or the Seller is/are required to take (or a purchaser or seller in a related transaction in the sale/purchase conveyancing chain of which the Property forms part is required to take) in terms of UK Government , Scottish Government , or Local Authority Regulations or Guidance and which would prevent either party settling the transaction on the Date of Entry.

[].2 Subject to complying with the terms of clause [].3, neither the Purchaser nor the Seller will be deemed to be in breach of the Missives or otherwise liable to the other party in any manner (including without prejudice thereto for any extra costs or expenses incurred) for any failure or delay in performing its obligations under the Missives due to a Suspension Event.

[].3 If either the Purchaser or the Seller’s performance of its obligations under the Missives is affected by a Suspension Event:

[].3.1 it will give no less than 3 working days’ written notice to the other party specifying the nature and extent of the Suspension Event;

[].3.2 it will use all reasonable endeavours to facilitate the implementation of its obligations under the Missives [and undertakes to inform the other relevant parties of any pertinent changes in their circumstances relating to their performance of their obligations during the Suspension Event];

[].3.3 the performance of both parties’ obligations will be suspended for a period equal to the delay caused by that Suspension Event;

[].3.4 When the affected party is in a position to perform or resume the performance of its obligations under the Missives, it will inform the other party as soon as reasonably practicable that the Suspension Event is no longer preventing it performing its obligations under the Missives; and

[].3.5 the Date of Settlement will be that date ten working days after the end of the period of delay caused by the Suspension Event or such other date as may be mutually agreed in writing.

[].4 If the period of delay due to a Suspension Event (or Events if several in nature) exceeds 60 continuous working days, either party (not being in breach of clause [].3) will be entitled to terminate the Missives giving written notice to the other party without liability in any manner being due to or by either party. The Missives will end one working day after the date of that notice.

