

Briefing Note – Edition 5 of Scottish Standard Clauses

The new Edition 5 of the SSC has now been adjusted and hopefully is now in a final format.

The drafting team considered a number of changes as usual and initially it may be useful to note arguably the main possible changes that were not approved ? These included :

1 “Covid” clause – it was felt in brief that this whole area was too uncertain and that any such clause would fail to properly cover many scenarios. It was noted that time having marched on the use of such clauses was minimal in practice.

2 Compliance with regulations – this was specifically raised in light of the recent introduction of the “smoke alarm” requirements. The clear consensus was that it was not appropriate for solicitors to be involved in checking such compliance where we are not experts in such technical matters (and nor would be the average client). As we do not as a profession seek to check compliance on any other set of regulations eg on heating or electrics, it was agreed that we should not seek to change that overall established practice merely due to a new set of requirements being added to the tolerable standard rules. It was suggested that terms of business should be amended to make clear advice would not be given on this topic.

3 Cladding – it was agreed that there was no need for a specific suspensive clause to be added to the standard offer as such a matter should be properly dealt with either pre-offer or as part of lifting a suspensive survey or loan finance clause.

Turning to the agreed new changes the following should be noted :

- a) 1.1.4 – we have added to the list of expected fittings smoke alarms, CO alarms and heat sensors
- b) 2.1.4 we have added to list of “awareness” points Japanese knotweed or other invasive plant species
- c) 4.1 – we have slightly clarified definition of appliances
- d) 8.3 – this has been amended to make clear that the works covered are those within 8.1 ie works needing council approval
- e) 8.5 we have added a new clause being a warranty by the seller that notwithstanding remainder of cl 8 that they themselves have not carried out alterations
- f) 9.1- the wording has been slightly altered to no longer refer to “disputes” generally ,merely court action/litigation
- g) 11.5 a brief new clause has been added to warrant that utility meters are situated within the sale property
- h) 17.2 – it will no longer be expected that a draft Advance Notice be adjusted between agents
- i) 18.2.1 – we are now providing that the price is to be paid by electronic transfer as the default position and at the purchaser’s expense

There are a few other non-consequential minor changes of a grammatical/typographical nature.



I trust the foregoing however allows you to review and become familiar with the suggested changes.

As always, all comments and suggestions will be appreciated.

Ross MacKay

Interim Chair – Scottish Conveyancers Forum