

Scottish Legal System

Buying Property in Scotland

- Scotland has a separate legal system from the rest of the UK
- Unique system for purchasing property – very different to Northern Ireland scenario
- Majority of property offered on open market – advertised in Farming Press – Scottish Farmer, Farmers Weekly, Farming Life etc
- Increasing number of property for sale privately
- Property usually offered to the market on a “Offers Over” basis
- Once advertised property available for viewing – this is normally booked through selling agent
- If property is suitable an “expression of interest” can be noted with the selling agent
- Once an expression of interest has been noted the selling agent is duty bound to advise of a closing date or if a pre-emptive offer is suddenly received
- After an appropriate period and dependent on the level of interest a closing date for offers may be set
- At a closing date written offers are invited – these offers must be in Scottish Legal Form and prepared by a Scottish Solicitor
- The offer takes the form of a document setting out the terms of the purchase and generally considers the following:
 - What is being bought – i.e. land/house/quotas/single farm payment
 - Purchase price
 - Entry date
 - Ingoings – i.e. silage, standing crops, crops in store etc
 - Issues over access, water supply, SEPA, planning, mineral rights
- “Best and final” offers are submitted at closing date, these are considered by the seller and an acceptance issued to the most favorable offer – usually the highest offer.
- Once offer has been accepted the selling solicitor issues a qualified acceptance – this is the initial stage of the concluding the missives. The offer and acceptance usually need to be qualified several times before the bargain is concluded – this can take up to three weeks. During this time the seller cannot deal with other parties even though the farm is technically not sold
- Once both parties solicitors have agreed to conclude the missives the deal then becomes legally binding.
- Deposit due on conclusion of the missives – normally 10% of purchase price
- Failure to pay deposit or settle deal will result in purchaser being liable to penalties including the subsequent losses incurred in the resale of the property.