
From: Gill Lindsay
Sent: 30 April 2008 09:56
To: Colin MacKenzie
Cc: Nick Smith
Subject: RE: EDINBURGH TRAM: AGREEMENT SP DISTRIBUTION LIMITED

Agreed.

In addition, again if we have not read the agreement can you engage with client and DLA briefly to ensure the agreement does what client expect and require and there are no unusual conditions/liabilities which they are unaware of pl.

Thanks

Gill

From: Colin MacKenzie
Sent: 25 April 2008 17:34
To: Gill Lindsay
Cc: Nick Smith
Subject: EDINBURGH TRAM: AGREEMENT SP DISTRIBUTION LIMITED

Gill,

I received this agreement with a compliment slip attached from **tie**. You requested that I check the agreement.

As you will recall this is not in accordance with the protocol we set up with DLA to deal with documents which they had produced or revised. This agreement has the Council as one of three parties. I am confident in stating that nobody in the Council (neither Legal Services or City Development) gave instructions to **tie** or DLA on how to represent the Council's best interests. What I would recommend is that DLA be asked to provide the standard letter to you confirming from whom they have taken instructions to best protect the Council's interests; that in their view the Council's best interests have been thus far, and will continue to be, served by the terms of this agreement; a summary of any obligations incumbent on the Council; making a recommendation that the Council now sign the agreement; and that DLA have a Duty of Care in favour of the Council.

I note that **tie** are described, along with the Council, as authorised undertaker !!

It is interesting to note that the agreement, for all the assurances we were given by **tie**, was only signed by SP Distribution Limited on 22 April 2008.

I look forward to hearing from you.

Regards,

Colin MacKenzie
for Council Solicitor