

**Scottish Water / City of Edinburgh Council
Points Agreed Generally**

1. **Settlement Sum:** CEC to make payment of cash settlement of the sum of £700k in full and final settlement of all claims, past, present, or future, arising from or related to any SW Assets, subject to CEC's obligations to make payment of certain extra over costs (with the extent and duration of such obligations to be agreed between SW and CEC).
2. **Scottish Water Entitlement:** SW will have no entitlement to payment beyond those amounts paid up to Autumn 2013, subject to an entitlement to payment for certain "extra-over" costs and an entitlement to payment for certain TQ Costs (subject to CEC and SW agreeing: (i) the specific items in respect of which SW is entitled to these payments; and (ii) the extent and duration of CEC's obligation to make payment of these costs).
3. **SW Remedial Work:** Scottish Water to execute work to Thrust Block to existing 450mm diameter ductile iron water main at Bankhead Drive to be carried out at market rates. CEC will be liable for the reasonable cost of this work, subject to point 2, above
4. **CEC Remedial Work:** Leith (Picardy to Granton) - CEC to remediate work commenced by MUDFA and not completed to prevailing (2007-2009) standard on opening up the apparatus at the time of executing Leith tram line extension, or within 10 years; or in the event of failure (EO cost only), whichever is the earlier.
5. **Access:** SW will be entitled to gain access to its entire infrastructure, in accordance with relevant statutory provisions. Cost of obtaining access should be agreed between parties on an item by item basis.
6. **Deliverables – Stray Current:** CEC to share all information on stray currents, in line with the information which it receives from Infraco on stray currents, under the Infraco Contract.
7. **Deliverables – MUDFA/H&S:** CEC to provide confirmation of, and record, the known position of MUDFA (including Health and Safety packages).
8. **Deliverables - Health and Safety:** All works Health and Safety files executed by McNicholas to be forwarded to SW.
9. **Entire Agreement:** Parties acknowledge that the draft "TEL Agreement" and the draft "Derogations Agreement" were never entered into or executed by either Party and therefore have no legal binding effect of any kind whatsoever. Any future settlement agreement entered into between the parties will constitute the entire agreement between the parties and will supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
10. **Non-Interference:** CEC and SW agree, working collaboratively, not to interfere with, or deprive, the rights of the other relating to each parties respective infrastructure.