

Schedule 12

Relevant Discharge Terms

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- 1** The sums referred to in paragraph 2.1 and the adjustment between the parties of the rights and liabilities relating to the Assets referred to in paragraph 2 shall be the relevant discharge terms in relation to this Agreement for the purposes of Section 6 of the Local Government (Contracts) Act 1997.
- 2** In the event of the making of a determination or order by a court [of final jurisdiction/no right of appeal remaining] on an application for judicial review or audit review (within the meaning of the Local Government (Contracts) Act 1997), the result of which is that this Agreement does not have effect or is otherwise unenforceable, then:
 - 2.1** the Contractor shall be entitled to be paid by the Authority the sum which is the sum equivalent to the amount of compensation payable by the Authority to the Contractor pursuant to clause 49 (Compensation on Termination for Authority Default/Voluntary Termination/Authority Break Point Date); and
 - 2.2** the Authority shall have the option to require the Contractor to transfer its right, title and interest in and to the Assets to the Authority or as directed by the Authority.
- 3** The Authority shall pay to the Contractor the sums referred to in paragraph 2 above within forty (40) Business Days of the determination or order of the court referred to in paragraph 2 above.
- 4** Any payment of compensation and adjustment of rights in accordance with this Schedule 12 (Relevant Discharge Terms) shall be in full satisfaction of any claim of the Contractor in relation to the termination of this Agreement and shall be the sole remedy of the Contractor against the Authority in the circumstances contemplated by paragraph 2.