

**5. SCHEDULE 5:**

**RELEVANT DISCHARGE  
TERMS**

### **Schedule 5 (Relevant Discharge Terms)**

1. The sums referred to in paragraph 2.1 below and the adjustment between the Parties of the rights and liabilities relating to the assets referred to in paragraph 2.2 below shall be the relevant discharge terms in relation to this Contract and/or the Direct 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, unless it is agreed between the Parties that an appeal although remaining will not be pursued), 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 Contract and/or the Direct Agreement does not have effect or is otherwise unenforceable, then:
  - 2.1 the Authority shall pay to the Contractor the sum equivalent to the amount of compensation payable by the Authority to the Contractor pursuant to Clause 94 (Compensation on Termination for Authority Default) calculated as at the date of such determination or order; and
  - 2.2 the Authority shall have the option to require the Contractor to transfer its right, title and interest in and to the Handback Facilities to the Authority or as directed by the Authority.
3. The Authority shall pay to the Contractor the sums referred to in paragraph 2.1 above on or before the date falling 30 days after the date of 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 5 (Relevant Discharge Terms) shall be in full satisfaction of any claim of the Contractor in relation to the termination of this Contract and shall be the sole remedy of the Contractor against the Authority in the circumstances contemplated by paragraph 1 but without prejudice to any liability arising prior to the Termination Date that has not been taken into account in determining the amount of termination Compensation payable.
5. Any dispute arising in relation to any aspect of this Schedule 5 (Relevant Discharge Terms) shall be resolved in accordance with Clause 113 (Dispute Resolution Procedure).
6. This Contract shall continue in full force and effect pending final determination of any appeal or order made under the judicial review or audit review processes contemplated by paragraph 2 above.