

SCHEDULE 28
RELEVANT DISCHARGE TERMS

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 Contract for the purposes of Section 6 of the Local Government (Contracts) Act 1997.
2. In the event of the making of a determination or court order by a court of final jurisdiction with 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 Contract 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 equivalent of the:
 - 2.1.1 Authority Default Termination Sum where the Authority has initiated proceedings that resulted in the determination or court order referred to in paragraph 2; or otherwise
 - 2.1.2 Force Majeure Termination sum; and
 - 2.2 the Authority shall have the option to require the Contractor to transfer its rights, 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 determination or order of the court referred to in paragraph 2 above and the provisions of paragraphs 1 to 3 of Part 7 (General) of Schedule 17 (Compensation on Termination) shall apply.