

**SCHEDULE 31****RELEVANT DISCHARGE TERMS**

1. The sums referred to in paragraph 2(a) of this Schedule and the adjustment between the Parties of the rights and liabilities relating to the assets referred to in paragraph 2 of this Schedule shall be the relevant discharge terms in relation to this Contract and the Supplemental 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 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 Supplemental Agreement does not have effect or is otherwise unenforceable, then:
  - (a) 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:
    - (i) clause 91 (*Compensation on Termination for Force Majeure*), if the relevant application or review is commenced by a third party;
    - (ii) clause 89 (*Compensation on Termination for Authority Default*) if the relevant application or review is commenced by the Authority;
  - (b) the Contractor shall transfer all its right, title and interest in and to the Handback Assets to the Authority or as directed by the Authority.
3. The compensation payable pursuant to paragraph 2(a) of this Schedule shall be paid in a lump sum within six (6) months of the order of the court.
4. Any payment of compensation and adjustment of rights in accordance with this Schedule shall be in full satisfaction of any claim of the Contractor in relation to the termination of this Contract and the Supplemental Agreement and shall be the sole remedy of the Contractor against the Authority in the circumstances contemplated by paragraph 1 of this Schedule.