

**SCHEDULE 20**

**Relevant Discharge Terms**

This is Schedule 20 comprising the Relevant Discharge Terms referred to in the Project Agreement  
for the provision of waste services to Cumbria

between

**CUMBRIA COUNTY COUNCIL**

and

**SHANKS CUMBRIA LIMITED**



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## **SCHEDULE 20 - 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 Agreement 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 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 Agreement and/or the Direct 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 equivalent to the amount of compensation payable by the Authority to the Contractor pursuant to clause 35 (Compensation on Termination for Authority Default); 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 compensation payable pursuant to paragraph 2.1 shall be paid by the Authority in accordance with the terms of clause 41 (Miscellaneous Compensation Provisions) and clause 42 (Method of Payment).
4. Any payment of compensation and adjustment of rights in accordance with this Schedule 20 (Relevant Discharge Terms) shall be in full satisfaction of any claim of the Contractor in relation to the termination of this Agreement and/or the Direct Agreement (as relevant) and shall be the sole remedy of the Contractor against the Authority in the circumstances contemplated by paragraph 2.