

SCHEDULE 12

Relevant Discharge Terms

This is Schedule 12 comprising the Relevant Discharge Terms

between

CUMBRIA COUNTY COUNCIL

and

LANCASHIRE COMBINED FIRE AUTHORITY

and

MERSEYSIDE FIRE AND RESCUE AUTHORITY

and

BALFOUR BEATTY FIRE AND RESCUE NW LIMITED

CONFORMED COPY



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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 Authorities the sum which is the sum equivalent to the amount of compensation payable by the Authorities to the Contractor pursuant to clause 49 (Compensation on Termination for Authorities Default); and
 - 2.2 the Authorities shall have the option to require the Contractor to transfer its right, title and interest in and to the Assets to the Authorities or as directed by the Authorities.
3. The Authorities 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 and the provisions of clause 55 (Miscellaneous Compensation Provisions) shall apply in respect of such sums.