

## Standard Form of Indemnity

Name of NHS Body \_\_\_\_\_

Location item to be used at \_\_\_\_\_

Department \_\_\_\_\_

An Agreement made the \_\_\_\_\_ day of \_\_\_\_\_

Between \_\_\_\_\_ (\* the NHS Body \*) and

The Supplier: \_\_\_\_\_

Name of person: \_\_\_\_\_

Contact details: \_\_\_\_\_

### WHEREAS

(1) The Supplier is the owner of the equipment described in the Schedule (“the equipment”).

(2) The Supplier wishes the NHS Body to use the equipment for the benefit of the Supplier for the purpose of evaluation, testing research, design, investigation or trial demonstration.

IT IS HEREBY AGREED that the Supplier shall lend and the NHS Body shall borrow and use free of charge the equipment for the period specified in the Schedule in the premises specified in the Schedule (“the premises”) on the terms set out below.

1. The Supplier shall be liable for and shall indemnify each NHS body against all liability in respect of personal injury to or the death of any person, loss of or damage to property and any loss or expense in consequence of or in any way arising out of the installation, presence, use or removal of the equipment on or from the premises provided that this indemnity shall not extend to liability resulting from the negligence of the NHS Body own servants or agents.
2.
  - (a) The Supplier shall insure against its full liability under Condition 1.
  - (b) The insurance cover shall be in the minimum sum of £5 million in respect of any one incident.
  - (c) The Supplier upon request shall produce to the NHS Body documentary evidence that the insurance is properly maintained.
  - (d) Should the Supplier default in insuring, the NHS Body may itself affect insurance and may charge the cost together with an administrative charge of 5% to the Supplier.

3. The Supplier shall provide the NHS Body with written evidence on the safety of the equipment, drawing attention to any failures to comply with relevant British Standards or NHS specifications or the use of the equipment necessary to ensure the safety of patients or staff shall be pointed out to the NHS Body.
4. A delivery note shall accompany the delivery of the equipment, identifying the equipment by serial number or otherwise.
5. Detailed instructions in the use of the equipment shall be given to the NHS Body's nominated staff by a qualified agent of the Supplier and detailed instruction manuals, where available, shall be supplied to the NHS Body.
6. The equipment will not be modified or interfered with by the NHS Body without the agreement of the Supplier.
7. (a) The NHS Body shall not be liable for any charge for maintenance, repair, consumable materials and accessories required for the operation of the equipment during the period of the loan or for any carriage or installation charges except by prior notification to and the issue of an official purchase order by the NHS Body.  
  
(b) Except where the Supplier has advised to the contrary in writing, the Supplier shall be responsible for all maintenance of whatever nature to be carried out in respect of the equipment during the period of loan.
8. (a) On receipt of a written request at any time from the NHS Body the Supplier shall remove the equipment from the premises with all practicable speed free of charge and at that time provide the NHS Body with a receipt for the equipment. The Supplier shall remove the equipment no later than 14 days after he has been instructed to do so, unless some other arrangement is agreed to by both parties. Failure to remove the equipment will result in the NHS Body taking steps to dispose of it.  
  
(b) The NHS Body shall permit the Supplier to remove the equipment from the premises on receipt of reasonable notice in writing.  
  
(c) The Supplier will be responsible for the cost of reinstating the premises, including the services therein, to the satisfaction of the NHS Body.
9. The equipment shall remain continuously at the Supplier's risk during and after the period of loan.
10. The NHS Body and the Supplier hereby agree that this indemnity shall be construed in accordance with Scots Law and that in any dispute arising hereunder the Court of Session will have jurisdictions.

SIGNED on behalf of the NHS Body \_\_\_\_\_

SIGNED on behalf of the Supplier \_\_\_\_\_

## Schedule

1. **Equipment**

Department Ref. No: \_\_\_\_\_

Serial No: \_\_\_\_\_

Model/Mark No: \_\_\_\_\_

Value: \_\_\_\_\_

Description: \_\_\_\_\_

2. **Premises**

NHS Body

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

3. **Service Requirements**

During loan - YES/NO

Details: \_\_\_\_\_

To be serviced by: - \_\_\_\_\_

Date when service required: - \_\_\_\_\_

4. **Period of Loan**

\_\_\_\_\_ Years \_\_\_\_\_ Months commencing the \_\_\_\_\_ day of \_\_\_\_\_

**Check:**

Medical Physics Acceptance check completed - Job, No: \_\_\_\_\_

User Manual Supplied

User training given

Service manual supplied

Med. Physics service training/overview

given

**For Internal Use Only**

Loan Reference No. LN \_\_\_\_\_