

PCSS Call-Off Terms
Schedule 2.9 (Assets)

Primary Care Support Services Call-Off Terms

Schedule 2.9

Assets

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1. Definitions

Unless defined within this Schedule, or in the Call-Off Order Form applicable to this Call-Off Agreement, the definitions in Schedule 1 of the Framework Agreement shall apply.

2. Transferring Assets

For the avoidance of doubt, the provisions of this Schedule 2.9 (Assets) shall only apply where it is indicated in the Call-Off Order Form that Customer Transferring Assets are being transferred by the Customer to the Supplier or, otherwise, as required pursuant to the Change Control Procedure.

3. Customer Transferring Assets

3.1 It is acknowledged and agreed that the Call-Off Order Form indicates whether or not there are any assets in the possession and/or control of the Customer and which are required for the provision of the Services and to the extent that there are, whether such Assets are to be treated as "**Customer Transferring Assets**". Details of any Customer Transferring Assets are contained in Appendix 11 of the Call-Off Order Form.

3.2 Subject to Paragraph 3.4, the Customer shall, on and with effect from the Call-Off Effective Date, sell and the Supplier shall purchase such title, right and interest as the Customer has in or to or relating to the Customer Transferring Assets.

3.3 The Supplier shall accept without investigation, objection or requisition such title as the Customer has in and to the Customer Transferring Assets. The Customer shall not deliver the Customer Transferring Assets to the Supplier. The Customer Transferring Assets shall be made available to the Supplier at the premises where they are located immediately prior to the Call-Off Effective Date.

3.4 The sale and purchase of the Customer Transferring Assets shall not include the benefit of any insurance or insurance claim attributable to any event occurring before the Call-Off Effective Date.

3.5 Subject to the remaining provisions of this Paragraph 3.5, in consideration of the sale and purchase of the Customer Transferring Assets agreed in this Paragraph 3.1, the Supplier shall pay to the Customer the Customer Transferring Assets Purchase Price. It is acknowledged and agreed by the Parties that the Customer Transferring Assets Price has been reflected in the Fixed Overhead Charge and, as such, does not need to be paid separately to the Customer on the Call-Off Effective Date.

3.6 The Supplier shall insure, from and including the Call-Off Effective Date, the Customer Transferring Assets and therefore the risk of loss of or damage to the Customer Transferring Assets on and following the Call-Off Effective Date shall be the responsibility of the Supplier.

3.7 If, following the Call-Off Effective Date, either of the Parties identify assets which are owned

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by the Customer and which the Supplier requires for the provision of the Services and the Customer is able, and willing, to transfer the same to the Supplier:

- 3.7.1 the Parties shall agree the extent to which a price shall be payable in respect of the transfer of such assets; and
 - 3.7.2 such assets shall be treated as Customer Transferring Assets for the purposes of this Schedule 2.9 (Assets) and the provisions of this Schedule 2.9 (Assets) which apply in respect of Customer Transferring Assets shall apply to such assets.
- 3.8 On termination or expiry of this Call-Off Agreement (as appropriate), the Supplier shall be responsible for the removal of all relevant Customer Transferring Assets which are situated at a Site from the relevant Site.