**Market Engagement**

**SWAST-0461-TP-16-17**

Specification

Ambulance Stretcher Power Load systems

1. Background information

The Trust will undertake a fitment of Ambulance Stretcher Power Load Systems to carry out an evaluation of the products in the Market Place. This equipment will not be owned by the Trust and will be removed after a pre-determined timing. The equipment will be fitted and maintained by the trust in accordance with the manufacturer’s recommendations / specifications. Below will be guidelines for the conditions of supply of this service / equipment for any supplier.

2. Requirement

* The supplier will agree terms and length of loan period prior to any products are to be consigned to the Trust.
* The Supplier will not charge the Trust for delivery and return of items loaned to the Trust.
* The Trust will take responsibility for the products when in the Trusts possession and the installation and removal of the equipment at the start and end of the agreement.
* The Trust will reimburse the supplier for issues arising:
	+ Damage from misuse
	+ Any loss
	+ Total destruction
* The supplier will make available Technical information and assistance with the install and on-going maintenance of the equipment to the Trust or the Trust preferred installer.
* The supplier will be responsible for the end user training to the Trust.
	+ A point of contact to be put in place to be available during the term if the loan to advise on the end user training.
* The supplier will provide a single point of contact for the term of the loan contracted.
	+ A process in place to address any problems relating to the product or service
	+ The supplier can review / inspect their equipment at any time during the period of the loan by giving the Trust 30 days notice in writing.
* If at the end of such agreement with the consent of both parties there will be a meeting to discuss options:
	+ Removal of the equipment – any items identified by both parties to be damaged or missing will be reimbursed by the Trust.
	+ Purchase of the equipment at the mutually agreed market rate.
* The supplier can end this agreement by giving 30 days notice in writing to the Trust
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Warranty and limitation of liability

Provided that any defect covered by the manufacturer occurs within the warranted period from the date when the equipment was provided, whether parts or materials were fitted or used and the Trust has given notice specified above, the supplier shall make good the defect at its own cost within reasonable time.

If upon inspection an alleged defect is found not to be the supplier’s responsibility, the supplier may charge the Trust for all costs and expenses incurred in the course of, or in consequence of such investigation, at the 'contractors' normal rates.