

SCHEDULE 15.2

ASSETS

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1 Property

- 1.1 Where the Authority provides Property free of charge to the Supplier, or where the Authority has paid for Additional Property and such Property is being used by the Supplier, such Property (as may be further set out at Paragraph 2 of this Schedule) shall be and remain the property of the Authority and the Supplier irrevocably licences the Authority and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and the Supplier shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- 1.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within five (5) Working Days of receipt.
- 1.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- 1.4 The Supplier shall ensure all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, is secured in accordance with the Authority's reasonable security requirements as published from time to time.
- 1.5 The Supplier shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Authority's Default. The Supplier shall inform the Authority within two (2) Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.
- 1.6 If Property needs to be replaced (either through wear and tear or breakage), then the following provisions shall apply:
 - (a) medical equipment (and audio visual equipment) shall be replaced by the Supplier;
 - (b) IT Assets shall be replaced by the Authority (or its sub-contractor); and
 - (c) Fixtures and fittings relating to the Authority Premises shall be replaced by the Authority, and fixtures and fitting relating to Temporary Premises and Permanent Premises shall be replaced by the Supplier.

- 1.7 Replacement of Property as described in Paragraph 1.6 above shall be at the Supplier's cost unless the Authority agrees (acting reasonable) that the replacement is required due to fair wear and tear, in which case:
- (a) for Paragraph 1.6 (a), the Authority will only pay for such replacement equipment at the Authority Premises;
 - (b) for Paragraph 1.6 (b), the Authority will pay for such replacement assets at the Authority Premises, Permanent Premises and Temporary Premises;
 - (c) for Paragraph 1.6(c), the Authority will only pay for such replacement fixtures and fittings at the Authority Premises.
- 1.8 In respect of replacement items falling under Paragraph 1.6(a) and which are needed at Authority Premises, the Authority shall reimburse the Supplier upon request and without delay in respect of any sums reasonably incurred, provided that the Supplier shall have used reasonable endeavours to obtain an appropriate market price for the Property in question.
- 1.9 In respect of replacement items falling under Paragraphs 1.6(b), the Supplier shall reimburse the Authority upon request and without delay in respect of any sums reasonably incurred, provided that the Authority shall have used reasonable endeavours to obtain an appropriate market price for the Property in question.
- 1.10 Where Property is acquired for Permanent Premises or Temporary Premises by the Supplier and is no longer needed, then the Supplier shall either use such Property to replace other Property requiring replacement under Paragraph 1.6, or return it to the Authority to store for use as replacement property where it is needed in the future.

2 List of Property

- 2.1 The table in the embedded document below lists the Authority Property issued to, or made available to the Supplier by the Authority in connection with this Agreement. Specific obligations of the Authority and the Supplier in relation to Authority Property are included in the relevant sections of the Services Requirement and/or other Schedules/Annexes to this Agreement. A breach by the Authority of anything listed in this Annex shall not of itself enable the Supplier to bring any claim against the Authority. The list contained within this paragraph 2 is not exhaustive.



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- 2.2 The Supplier shall create and maintain a list of Additional Property and replacements (in respect of both Initial Property and Additional Property) which shall include no less detail than that included in the embedded document, and provide a copy of the list to the Authority upon request.