

POLICY FOR THE DONATION AND LOAN OF EQUIPMENT

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REVIEW DATES AND DETAILS OF CHANGES MADE DURING THE REVIEW

April 2019 - reference to new national process.

KEY WORDS

Loan Donation Equipment,

1 INTRODUCTION AND OVERVIEW

The Trust acknowledges its responsibilities and obligations in complying with current legislation (including but not limited to the Health and Safety legislation and Consumer Protection legislation).

Where equipment is loaned or donated to the Trust or where the Trust loans or donates equipment to another party it is essential that all liabilities regarding fitness for purpose and the indemnity arrangements are clearly identified between the parties.

The Trust will require those who wish to lend equipment to the Trust that falls within the scope of this policy to be a member of the Department of Health's Master Indemnity Arrangement (MIA) which is designed to facilitate the loan of equipment to NHS bodies. The MIA is intended as an umbrella agreement to encompass the requirements of NHS bodies in respect of equipment and other goods supplied:

- On loan for trial and testing
- On loan not for trial and testing

In the event of Trust staff not following this policy, those agreeing to the loan or donation, or bringing in equipment from outside the Trust, or transporting equipment, may find themselves personally responsible for any liabilities arising.

Where any equipment, whether loaned or donated, is found not to have been processed in accordance with this policy then it must be removed from use until full compliance with this policy has occurred.

2 POLICY SCOPE- WHO THIS POLICY APPLIES TO AND ANY SPECIFIC EXCLUSIONS

This policy applies to all Trust Staff when they are involved in the loan or donation of equipment (including drugs or drug products) either to or by the Trust.

This policy does **not** apply where the loan or donation of equipment to the Trust is part of a commercial arrangement (including maintenance contracts) where the terms of the loan or donation must be captured in the commercial agreement.

This policy does **not** apply where the loan or donation of equipment to the Trust is part of a research study where the terms of the loan or donation must be captured in the agreement relating to the research study in question.

This Policy does **not** cover the sale, transfer of ownership , and disposal of Trust equipment (including used medical devices) other than by loan or donation for which specific advice should be sought in each and every instance (see Section **5.11** for Further Advice).

3 DEFINITIONS AND ABBREVIATIONS- IN ALPHABETICAL ORDER

Donation means that the legal rights of ownership in the Equipment are transferred by the donor to the Trust or from the Trust to the recipient.

Equipment means any tangible object which is capable of being touched or felt. It will include not only tools, furniture, and devices, but also, where appropriate, consumables and kits made up of an assembly of different objects.

Loan means that the legal rights of ownership remain with the owner and do not transfer to another person.

Master Indemnity Arrangement (MIA) means that national scheme administered by the Department of Health which will enable the proposed supplier to provide loan equipment to any NHS body on nationally agreed terms.

Medical Equipment means all equipment which is to be used for clinical purposes.

Supplier means the person making the loan or donation to the Trust.

4. ROLES – WHO IS RESPONSIBLE FOR WHAT

- 4.1 The **Trust Board Director** with responsibility for this Policy is the **Director of Corporate and Legal Affairs** who will keep the Trust Board informed of major developments in issues related to this Policy
- 4.2 The **Assistant Director and Head of Legal Services** is responsible for operational management of this policy and for exercising any waiver of this policy in accordance with section 5.
- 4.3 The **Chair of the Medical Device Standardisation Group** shall have sole responsibility for approving all donations of medical equipment.
- 4.4 The **Head of Clinical Engineering** is responsible for ensuring that there is appropriate testing of Medical equipment. In addition the Head of Clinical Engineering shall be responsible for ensuring that the Master Indemnity Arrangement (MIA) register is checked, as appropriate, to identify those organisations that have signed a MIA and which details their current insurance position.
- 4.5 The **Head of Operations** whose CMG wishes to receive equipment on loan or by donation is responsible for ensuring the adequacy of the arrangements.
- 4.6 The **General Manager** for the Service shall satisfy her/himself as per the requirements of Section 5.1.9 below.
- 4.7 **All Trust Staff** have responsibility for ensuring that when equipment is loaned or donated to or by the Trust, the following procedures are followed to ensure that the Trust discharges its duty of care to the equipment users and patients.
- 4.8 **All Trust Staff** have responsibilities to ensure that when equipment is loaned or donated to the Trust, the loan procedure where applicable must be followed to ensure the Trust is indemnified against any claims for loss or injury resulting from its use.

5. POLICY IMPLEMENTATION AND ASSOCIATED DOCUMENTS – WHAT TO DO AND HOW TO DO IT

5.1 Equipment on Loan to the Trust

- 5.1.1 Any supplier wishing to loan equipment to the Trust must have joined the MIA. See [web](#) for MIA register.
- 5.1.2 Each Supplier admitted into the Master Indemnity Arrangement shall be given a unique reference number by the Department of Health and Social Care.

- 5.1.3 Using Suppliers listed on the MIA register provides protection to the Trust when the Trust is in receipt of equipment on loan except for damage caused by the Trust or any claims or proceedings made or brought which arise due to the negligence of the Trust.
- 5.1.4 Before any loan commences, the Head of Clinical Engineering shall ensure that the proposed supplier is a member of the MIA and in so doing shall also ensure that the Supplier's indemnity insurance is adequate and covers the period of the proposed loan. On expiry of the insurance, proof of renewal, if not available on the MIA register shall be obtained from the Supplier by the Head of Clinical Engineering and provided to the Assistant Director-Head of Legal Services for his consideration.
- 5.1.5 An MIA Call-off agreement must be completed and signed by the supplier for each piece of equipment loaned to the Trust. The MIA register reference number of the supplier must be quoted on the call-off agreement and checked by the person taking delivery of the equipment on behalf of the Trust so as to ensure that the requirements of agreement are complied with.

<https://www.gov.uk/government/publications/master-indemnity-agreement-mia>

- 5.1.6 The MIA Call-off agreement must record, wherever applicable, details of model/make serial number, value description, location, and intended purpose of the equipment. The period of loan whether indefinite or for a defined period must also be clearly quoted.
- 5.1.7 For testing and safety of equipment, please refer to section 5.9.
- 5.1.8 In receiving any equipment on loan, staff shall ensure that the integrity of the Trusts purchasing procedures are not compromised. Staff's attention is drawn to the Management of Conflicts of Interest in the NHS Policy (A1/2017) and Counter Fraud Bribery and Corruption Policy (A1/2010).
- 5.1.9 Before acceptance of loaned equipment, the General Manager of the receiving service shall consider and satisfy themselves of the adequacy of
- i. instructions for use (and updates)
 - ii. training arrangements
 - iii. service and maintenance responsibilities including any required decontamination
 - iv. Decontamination Certification (whenever appropriate evidence of decontamination shall accompany the MIA Call-off agreement – for further advice, see Section 5.11).
 - v. The arrangements such that where the loan equipment is medical equipment all staff who will be using the said medical equipment shall be aware of their obligations under the Medical Devices Policy (Ref B26/2005)
- 5.1.10 In exceptional circumstances, where the advantages to the Trust outweigh any disadvantages, the need for MIA Register listing may be waived providing always the express approval of the Assistant Director –Head of Legal Services has first been obtained. In these circumstances the Assistant Director- Head of Legal Services must be provided by the General Manager who wishes the loan to occur with the following:-
- a. A written explanation detailing what the equipment is required and why the circumstances are exceptional such that it is reasonable not to follow normal trust processes.
 - b. A copy of the current insurance policy of the Supplier which covers both Product Liability and Public Liability for the proposed loan equipment.
 - c. A completed Risk Assessment from the Head of Clinical Engineering (for Medical Equipment) or other appropriate department (for non-medical equipment) identifying and quantifying the risks to the trust of accepting the loan equipment.

5.2 Donations of non-medical equipment to the Trust.

- 5.2.1 Before any equipment is accepted by the Trust the General Manager of the receiving service/department must ensure compliance with this section 5.2 and conclude that the benefits to the Trust outweigh any risks arising from use of the equipment and that any running and maintenance costs can be met. (See also 5.9 – Inspection and Testing of Equipment where applicable). Proposals for donations or charitable appeals to raise money for a specific item of equipment should be discussed and agreed in advance with the General Manager of the relevant Clinical Management Group (CMG) to ensure that the CMG can maintain the equipment and provide trained staff to use it.
- 5.2.2 Wherever possible, especially when dealing with Charities or private donations, staff are encouraged to seek financial donations rather than equipment to enable the Trust to benefit from VAT exemption advantages and NHS procurement procedures. All financial donations must be paid into Charitable Funds. For further advice on charitable matters please contact the Head of Fundraising.
- 5.2.3 The MIA Call-off agreement must be signed for each piece of equipment donated to the Trust.
- 5.2.4 The MIA Call-off agreement must record wherever applicable, details of model/make, serial number, value, description, location, and intended purpose of the equipment.
- 5.2.5 No equipment containing radioactive material may be bought onto Trust premises without first confirming with the Trust Radiation Protection Adviser based in Medical Physics that this is permissible.
- 5.2.6 When equipment is donated to the Trust by suppliers, staff shall ensure that the integrity of the Trust's purchasing procedures are not compromised. Staff's attention is drawn to the Management of Conflicts of Interest Policy (A1/2017) and Counter Fraud Bribery and Corruption Policy (A1/2010).

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5.3 Donation of Medical Equipment to the Trust

- 5.3.1 When anyone including charities or patients or their relatives wish to donate medical equipment to the Trust, the Head of Operations of the receiving department shall ensure compliance with this Section 5.3 and shall establish that the benefits to the Trust will outweigh any risks arising from its use and that running and maintenance costs can be met.
- 5.3.2 Proposals for financial donations or charitable appeals to raise money for a specific item of medical equipment must be discussed and agreed in advance with General Manager of the CMG to ensure that the CMG can maintain the equipment and provide trained staff to use it.
- 5.3.3 In all cases, the CMG Head of Operations shall ensure that the donation is approved by the Chair of the Medical Device Standardisation Group, which is a sub-group of the Medical Equipment Executive which is chaired by the Head of Clinical Engineering, who shall ensure that donated equipment meets the requirements for standardisation and safety and performance
- 5.3.4 Where charities or individuals wish to donate medical equipment to the Trust staff are encouraged to request that the prospective donor should donate money to the Trust to

the value of the equipment, so that the equipment can be purchased through normal procurement routes.

- 5.3.5 As for medical devices purchased by the Trust, all new devices must be delivered to Medical Physics or other technical support service for acceptance testing and addition to the database, before clinical use.
- 5.3.6 Free Issues of medical equipment. Some suppliers offer free issue of medical equipment to the Trust in return for a commitment to purchase consumables for use with the equipment. The terms of such offers must be described in the commercial agreement that deals with the purchase of the consumables.
- 5.3.7 No equipment containing radioactive material may be bought onto Trust premises without first confirming with the Trust Radiation Protection Adviser based in Medical Physics that this is permissible.

5.4 Equipment loaned by the Trust to other Healthcare Providers

- 5.4.1 The Head of Operations of the relevant CMG shall ensure compliance with this Section 5.4. Trust staff arranging the loan of medical or other equipment to another Trust or other Healthcare Providers must ensure that the Loan of Equipment to Other Healthcare Providers Form (Appendix 1) is completed by both parties and retained in the lending department, that the equipment is safe and in full working order before hand over. Records must be kept of any equipment loaned, to whom loaned, dates of loan and return etc. these must be retained for at least five years. Returned equipment must be checked again as being safe for use before use within the Trust.
- 5.4.2 The necessary training needs in the use of the equipment shall be brought to the attention of the borrowing healthcare body who shall thereafter assume all liability in respect of such training needs.
- 5.4.3 The Loan of Equipment Form will not be required where the loan is the subject of a separate Form of Agreement. This will normally only apply where hire charges are levied. (For further advice see Section 5.11).
- 5.4.4 For equipment loans to patients where title is held by a third party refer to Section 5.7.
- 5.4.5 No equipment containing radioactive material may be may be loaned by the Trust organisation without first confirming with the Trust Radiation Protection Adviser based in Medical Physics that this is permissible.

5.5 Trust Equipment Loaned to Patients

- 5.5.1 The Head of Operations of the CMG for the Service lending the equipment shall ensure compliance with this Section 5.5
- 5.5.2 For equipment loans to patients, an "Equipment Loan Agreement" should be completed. Before loaning equipment to patients, it must be checked for full operational and electrical safety and a record of such must be retained within the lending department and copied to Medical Physics so that Medical Physics can ensure the maintenance of the equipment as required. Returned equipment shall be checked, cleaned and decontaminated before use again within the Trust or use by another patient. An example Indemnity is given at Appendix 2, but generally this will need to be tailored for each specific requirement. (See Section 5.11 – further advice). For small items of equipment of minimum value, and in exceptional circumstances, at the discretion of the Head of Operations, the Equipment Loan Agreement may be waived. In every case it must be made clear to the patient where responsibility for maintaining the equipment lies and how this is to be achieved.

- 5.5.3 Trust staff arranging the loan of equipment to a patient shall ensure that the patient is trained to use the equipment and can confirm its correct operation and shall maintain records as evidence of this. Where this is ward staff it shall be the Nurse in charge. The patient must be asked to sign a form to say they have been trained, and are confident they can use it competently. Staff must also provide clear written instructions on the use of the device. These would normally be as supplied by the equipment manufacturer. The patient must be instructed to stop using the equipment and arrange for its return to the Hospital if they suspect a malfunction. A contact name and number at UHL must be given in the Loan Agreement.
- 5.5.4 Where the patient is unable to sign the Agreement or operate the equipment and these tasks have been delegated to a carer, the carer shall be required to assume the duties of the patient under the terms of this Section 5.5.
- 5.5.5 In the event a patient fails to comply with the terms of an indemnity, further advice shall be sought (see Section 5.11) before any action is contemplated.

5.6 Donations of Equipment by the Trust

- 5.6.1 The Assistant Director- Head of Legal Services shall be responsible for ensuring compliance with this Section 5.6
- 5.6.2 For the purposes of this Section, a donation shall be where title in the goods is transferred to a third party without any charge or fee being levied.
- 5.6.3 Section 11 of the National Health and Community Care Act 1990 provides that the trustees of an NHS Trust have the power to accept, hold and administer any property for its own purposes. The Act provides sufficient power for the Trust to undertake the donation of equipment.
- 5.6.4 No capital equipment shall be donated where there is a residual value in the equipment as 'trade-in' when purchasing new or replacement equipment or if offered for sale in the market place. No capital equipment shall be declared as having no residual value without first seeking approval and agreement from the Directorate of Finance.
- 5.6.5 For all donations, the Trust shall obtain an indemnity (see Appendix 3) to exclude liability for the use or condition of the equipment. In compliance with the Consumer Protection Legislation the indemnity does not extend to include death or personal injury. All equipment to be donated shall therefore be inspected to ensure it is in safe working order. Electrical equipment shall be fully tested immediately prior to donation the records of which shall be retained for a minimum of 6 years by the Medical Physics Department.
- 5.6.6 Whilst the Trust encourages the donation of equipment where appropriate (generally but not exclusively to third world countries) no equipment shall be donated without the approval of the Assistant Director- Head of Legal Services who shall ensure that the equipment has been assessed with regard to any potential risk arising from the donation, including removal of patient data and decontamination. Specific attention shall be given to electrical equipment directly involved in the healthcare of patients. Generally, electrical equipment shall only be donated following a full and detailed risk assessment and where any failure of the equipment is unlikely to have any adverse healthcare risks for patients. The cost of undertaking such an assessment must be considered and it may be determined that the costs are sufficiently prohibitive as to prevent the donation proceeding. Alternatively, consideration may also be given to seeking reimbursement of the assessment costs from the recipient prior to the donation proceeding.

- 5.6.7 The Assistant Director- Head of Legal Services shall investigate the credentials and approve the identity of any potential recipients of donated equipment prior to the donation being made. Generally but not exclusively, donations will only be made to registered charities or direct to the end users. Direct donations to private individuals acting as an intermediary must be avoided.
- 5.6.8 The provisions of this Section 5.6 shall not extend to include drugs or drug products which shall not be donated under any circumstances, and nor shall it include consumables except in those circumstances where it can be demonstrated that no deterioration or loss of sterility has occurred.
- 5.6.9 All proposals for the donation of equipment shall be submitted to the Assistant Director-Head of Legal Services who shall oversee the management of the proposal to ensure compliance with the provisions of this Section 5.6.
- 5.6.10 When donating equipment, all available instruction books, maintenance manuals, logbooks and any other relevant information including details of alterations or modifications must be passed to the recipient.
- 5.6.11 No equipment containing radioactive material may be donated by the Trust without first confirming with the Trust Radiation Protection Adviser based in Medical Physics that this is permissible.

5.7 Equipment loans to patients where equipment is owned by third parties.

The Trust often facilitates the loan of equipment to patients where title in the equipment lies with third parties (eg, Red Cross, British Heart Foundation etc). In these circumstances the CMG Head of Operations shall ensure there that the following shall apply:-

- 5.7.1 Where the Trust provides storage for the equipment the Trust will assume liability for any loss and/or damage to the equipment unless any agreement or undertaking with the third party provides otherwise.
- 5.7.2 Where the Trust assumes liability for equipment held in storage by the Trust it shall be the responsibility of the CMG Head of Operations to ensure that safe and secure arrangements are made.
- 5.7.3 Where the Trust collects the equipment from the third party for delivery to patients the third party shall be provided with details of the equipment provided, the patients name and address and the period of loan.
- 5.7.4 The third party shall assume full liability for the equipment during the period of loan. If the Trust is advised of any loss the third party shall be immediately notified of such loss or damage.
- 5.7.5 For long term loans any maintenance of the equipment that may be required from time to time shall be organised between the patient and the third party. The Trust shall advise the patient at the commencement of the loan of the procedures for effecting and carrying out such maintenance.
- 5.7.6 Wherever appropriate the Trust shall provide the patient and/or the patient's carer with all necessary training in the use of such equipment.
- 5.7.7 It is recognized that staff often undertake to transport such equipment in their own vehicles on behalf of the Trust. In these circumstances, the provisions of sub-section

5.8.4 below shall apply. In all other circumstances sub-sections 5.8.1 to 5.8.3 shall apply.

5.8 Transport of Equipment on Loan

- 5.8.1 Equipment on loan to the Trust must not be transferred from the Hospital Site which received the equipment to another site within the Trust, without the Head of Operations or General Manager for the Service in question first ensuring (1) it is within the agreement of the Supplier to do so, (2) adequate and suitable means of transport are arranged which meet with the Trusts insurance/indemnity arrangements where applicable.
- 5.8.2 Persons arranging the transport of equipment on loan must ensure that there is adequate insurance cover, or indemnity arrangements in place for damage to the equipment in transit and any other losses arising from malfunctions caused by the move. For Further Information contact the Assistant Director- Head of Legal Services. Equipment, which has been subjected to abnormal stresses during transport, should be tested by the local Medical Physics Servicing workshop or relevant local technical department before being put into use.
- 5.8.3 Details of existing Trust insurance indemnity arrangements cover may be checked with the Assistant Director- Head of Legal Services.
- 5.8.4 Where a staff member undertakes to transport equipment in a private vehicle on behalf of the Trust, The staff member shall assume responsibility to ensure that any goods or equipment transported is loaded into their vehicle in a safe and appropriate manner. The staff member shall assist the Trust in pursuing any claims arising in respect of any damage or loss of the equipment whilst being so transported.
- 5.8.5 No equipment containing radioactive material may be transported from Trust premises without first confirming with the Trust Radiation Protection Adviser based in Medical Physics that this is permissible.

5.9 Inspection and Testing of Equipment

- 5.9.1 The relevant Head of Operations shall ensure that the Suppliers of equipment on loan (whether for a fee or free issue) must provide evidence that the equipment meets the essential requirements of the relevant EC directives (eg CE Marking etc). This may be in the form of a standard declaration of conformity.

Medical equipment entering the Trust on loan must be inspected and tested by the local Medical Physics Servicing workshop or relevant local technical department. Technical staff can then ensure that the equipment meets technical requirements, agreements are in place and records kept. The equipment will also be labelled as loan equipment. Prior notice to the local servicing workshop will facilitate this process.

IT equipment on loan should be referred to the IMT Directorate. Other non-medical equipment on loan should be referred to the Estates and Facilities Management Collaborative for inspection and testing.

- 5.9.2 Medical and other equipment delivered to the Receipt and Distribution Points of the respective hospitals must be sent to the Medical Physics or Estates Departments as appropriate. Managers must ensure that items delivered directly to clinical areas are tested by Medical Physics (LRI LGH and GH) and/or Estates staff before use. Labels must be attached to all items that have been through this process to indicate maintenance arrangements and the inventory number.

- 5.9.3 For equipment that generates ionising radiation, it is the duty of the installer to carry out a critical examination of the radiation safety features of the equipment in accordance with the Ionising Radiation Regulations 1999. The Medical Physics Department will carry out acceptance tests on behalf of the Trust. A prior risk assessment must be carried out by the Trust before the use of laser, intense light sources or X-Ray equipment is undertaken and, if appropriate a set of local safety rules is written. This risk assessment must be authorised and approved by the Radiation Protection Adviser and a manager from the department in which the equipment is to be used. For further advice on radiation safety, users should contact the Radiation Protection Adviser in the Medical Physics Department at LRI.
- 5.9.4 Any member of staff, including but not limited to managers, clinicians, medical and nursing staff, who allow the use of medical or other equipment and has not yet followed these procedures may be made personally liable in the event of an accident or untoward event involving that equipment.

5.10 Amendments to Indemnities and Alternative Indemnities

No indemnities or agreements (see Appendices A to F) shall be amended, waived or replaced without the express agreement of the Assistant Director- Head of Legal Services.

5.11 Further Advice

For further advice, contact the Assistant Director- Head of Legal Services on extension 8960. Further information may also be obtained from:

For Medical Equipment:

LRI: Medical Physics Department, Ext 16013
LGH: Medical Physics Department, Ext 14657
Glenfield: Medical Physics Department, Ext 13511

For IT Equipment:

All Sites: Chief Information Officer, Ext 15391

Estates and Facilities:

LRI: Facilities Helpline, Ext 15343
LGH: Facilities, Helpline, Ext 14990
Glenfield: Facilities, Helpline, Ext 13939

Manual Handling:

Manual Handling Co-ordinator Ext 13079

Control of Infection

LRI: Ext: 15661
LGH: Ext: 14456
Glenfield: Ext: 13573

Radiation Safety Team.

All Sites: Ext 16750

Associated Documents- None

6 EDUCATION AND TRAINING

Training

No equipment should be received by the Trust unless staff are adequately trained for its use or unless suitable arrangements are in place to train staff before it is put to use.

7 PROCESS FOR MONITORING COMPLIANCE

7.1 The audit criteria for this policy and the process to be used for monitoring compliance are given in the table below:

Element to be monitored	Lead	Tool	Frequency	Reporting arrangements
Reported Incidences on Datix where Loans and Donations made to UHL in breach of policy.	Assistant Director- Head of Legal Services	Search Datix	Annual	Director of Corporate & Legal Affairs

8 EQUALITY IMPACT ASSESSMENT

The Trust recognises the diversity of the local community it serves. Our aim therefore is to provide a safe environment free from discrimination and treat all individuals fairly with dignity and appropriately according to their needs.

As part of its development, this policy and its impact on equality have been reviewed and no detriment was identified.


10 SUPPORTING REFERENCES, EVIDENCE BASE AND RELATED POLICIES

The Management of Conflicts of Interest Policy (A1/2017)
Counter Fraud Bribery and Corruption Policy (A1/2010).

11 PROCESS FOR VERSION CONTROL, DOCUMENT ARCHIVING AND REVIEW

- 11.1 Once this Policy has been approved by the UHL P&G Committee, Trust Administration will allocate the appropriate Trust Reference number for version control purposes.
- 11.2 The updated version of the Policy will then be uploaded and available through INsite Documents and the Trust's externally-accessible Freedom of Information publication scheme. It will be archived through the Trusts PAGL system
- 11.3 This Policy will be reviewed every three years and it is the responsibility of the Trust Lead for this Policy to commission the review

**FORMS OF AGREEMENT FOR THE LOAN OF EQUIPMENT
TO OTHER HEALTH CARE PROVIDERS**

 University Hospitals of Leicester 
 NHS Trust
 B19/2004

Two copies of this Agreement to be used. One to be given to the patient and the other to be retained by the lending department for their records

This agreement made the day of 202

Between University Hospitals of Leicester NHS Trust (the 'Trust')
 and (the Borrower)
 of (address)
 in respect of (the 'equipment')

(give make, model, serial number wherever relevant)

IT IS AGREED THAT:

- 1.0 The Trust who at all times shall retain ownership in the equipment shall loan the equipment to the Borrower free of charge. The Borrower shall be responsible for collection of the equipment from and delivery to the Trusts premises.
- 2.0 The period of loan shall commence on the date first mentioned above and shall continue until such time as the purpose for which the equipment is loaned ceases, or until such time as the equipment is recalled by the Trust, whichever is the earlier. The Borrower shall indemnify the Trust and be liable for the replacement cost of the equipment if the equipment is not returned within 14 days of any request to do so by the Trust.
- 3.0 Prior to or at commencement of the period of loan, the Trust shall reasonably satisfy itself that the Borrower is fully conversant with the operation and use of the equipment.
- 4.0 The Trust shall be liable for and shall indemnify the borrower against all liability arising from any failure of the equipment providing always that this indemnity shall not extend to liability arising or resulting from: negligence by the Borrower, or failure by the Borrower to observe the provisions of this agreement.
- 5.0 The Borrower shall be liable for and shall indemnify the Trust against all liability arising from any loss or damage to the equipment, howsoever caused, other than damage arising from or attributed to fair wear and tear.

- 6.0 The Trust shall, at no cost to the Borrower carry out such maintenance as may be required from time to time. The Borrower shall monitor the equipment and advise the Trust whenever maintenance becomes due and return the equipment to the Trust for maintenance purposes in compliance with any request by the Hospital to do so.
- 7.0 The Borrower shall retain possession of the equipment at all times during the period of loan and shall not permit its use by any third party.
- 8.0 The Borrower shall not modify or interfere with the equipment in any way without the express written agreement of the Trust and shall notify the Trust of any defect or failure immediately such defect or failure becomes apparent by contacting:

Department:

Tel. No:

Signature: (On behalf of the Trust)

Name:

Signature: (On behalf of the Trust)

Name:

**FORM OF AGREEMENT FOR THE LOAN OF EQUIPMENT
BEYOND THE HOSPITAL PREMISES FOR THE
PURPOSES OF CONTINUING HEALTH CARE**

University Hospitals of Leicester 
NHS Trust
B19/2004

This agreement made the day of 202

Between (the 'Hospital')

and (the 'Patient')

of (address)

in respect of (the 'equipment')

IT IS AGREED THAT:

- 1.0 The Hospital who at all times shall retain ownership of the equipment shall loan the equipment to the Patient, without charge to the patient. The Patient shall be responsible for collection of the equipment from and delivery to the Hospital premises; in exceptional circumstances, alternative arrangements may be agreed at the Hospital's discretion.
- 2.0 The period of loan shall commence on the date of this agreement and shall continue until the patient no longer has a medical need for the equipment or until alternative equipment is available, or until the equipment is recalled by the Hospital, whichever is the earlier. The Patient shall be liable for the replacement cost of the equipment if the equipment is not returned within 14 days of any request to do so by the Hospital.
- 3.0 Before the loan commences, the Hospital shall fully instruct the Patient (or a third party where Section 8 of this Agreement applies) in the preparation and use of the equipment.
- 4.0 The patient will be liable for any costs, including the cost of repairs which may arise from the patients failure to observe the conditions of this agreement, failure to comply with the instructions given by the Hospital on the operation and use of the equipment, or which arises from the Patient's own negligence.
- 5.0 The patient shall be liable for and shall reimburse the Hospital for any loss or damage to the equipment, other than damage arising from or attributed to fair wear and tear.
- 6.0 The Hospital shall (at no cost to the Patient) carry out any maintenance that may be required. The patient shall ensure that equipment is returned to the Hospital for maintenance purposes in compliance with any request by the Hospital to do so. The Hospital will provide replacement equipment whenever appropriate.
- 7.0 The Patient shall retain possession of the equipment at all times during the period of loan and shall not allow anyone else to use it.

8.0 In the event that the Patient is unable to self administer or use the equipment on health grounds, a third party shall assume the Patients liabilities and obligations under this agreement.

9.0 The Patient shall not modify or interfere with the equipment in any way without the express agreement of the Hospital and shall notify the Hospital of any defect or failure immediately any defect or failure becomes apparent by contacting:

Department:

Tel. No.:

Signature: (On behalf of the Hospital) (For Ward Staff this should be the Nurse in charge)

Name:

Signature: (Patient)


Name:

Where Section 8 applies, the third party to complete the following:-

Signature: (Third Party)

Name:

Address:

**FORM OF INDEMNITY AGREEMENT FOR THE DONATION
OF EQUIPMENT**University Hospitals of Leicester 
NHS Trust
B19/2004

This Indemnity made the _____ day of _____ 202

Between

University Hospitals of Leicester NHS Trust (the Trust)
Trust Headquarters
Leicester Royal Infirmary
Infirmary Square
Leicester

And _____ (the Recipient)

Whereas

It is the wish to the Trust to donate to the Recipient the equipment (the equipment) identified in Schedule A attached hereto (this schedule to identify the equipment instruction books, maintenance manuals, log books and other relevant information being provided).

It is the wish of the Recipient to receive the equipment hereto for the purposes of

NOW IT IS HEREBY AGREED THAT

- 1.0 No warranty or liability, express or implied including but not limited to fitness for purpose, safety of the equipment in either use or condition, or suitability shall arise on the part of the Trust either directly or indirectly from the donation of the equipment to the Recipient who shall assume full responsibility and liability for the equipment from the moment of donation.
- 2.0 In consideration for such donation by the Trust, the Recipient indemnifies and holds harmless the Trust its employees and agents against all claims and proceedings arising from the donation of the equipment (to include any settlements or ex-gratia payments and reasonable legal and expert costs and expenses) made or brought (whether successful or otherwise) against the Trust, its employees or agents.
- 3.0 The Trust shall keep the recipient fully informed of the progress of any such claim or proceeding and will consult fully with the recipient on the nature of any defence to be advanced and will not settle any such claim or proceeding without first discussing the proposed settlement with the recipient.
- 4.0 The Recipient further undertakes to use the equipment strictly in accordance with any manufacturer's instructions and will ensure the equipment is regularly checked and maintained as appropriate.

5.0 This indemnity agreement shall be governed by and construed in accordance with English Law.

Signed by the Parties hereto

On behalf of the Trust

Signed:

Name:

Date:

On behalf of the Recipient


Signed:

Name:

Date:

DO NOT USE NHS FORM OF INDEMNITY A FOR INFORMATION ONLY

MEDICAL EQUIPMENT DONATION FORM

University Hospitals of Leicester 
 NHS Trust
B19/2004

This form should be completed where a charity / donor wishes to purchase an item of medical equipment and donate it to UHL.

Please consider donating money to the value of the equipment to the Trust instead of equipment.

Details of Charity / Donor

Name of charity:.....
 Contact name:.....
 Telephone No:..... Email address:.....

Details of Recipient

Clinical area / department:..... Site:.....
 Contact name:..... Telephone No:.....
 Description of proposed equipment: (Please seek advice from Medical Physics)

Equipment description:.....
 Suggested Make / Model:.....
 Supplier:..... Cost / value:.....

Purpose / case of need for equipment:

Please forward the completed form to the Medical Physics Servicing Workshop for the site at which the equipment is to be used.
 (Contacts: LRI ext 6013 / 5117 LGH ext 14657 Glenfield Hospital ext 13511)

The donation must be approved as below before it can be accepted by the Trust.
 When delivered, all new medical devices must be acceptance tested by Medical Physics or other technical support service before clinical use.

Donation approved by CMG General Manager:

Name: Signature Date:

Donation approved by UHL Medical Device Standardisation Group:

Name: Signature: Date:

Donation approved by Medical Physics:

Name: Signature Date: