2023/2024

Dated the 1st day of April 2023

BETWEEN

BELFAST HEALTH AND SOCIAL CARE TRUST

Licensor

AND

ALLIANCE MEDICAL DIAGNOSTIC IMAGING (NORTHERN IRELAND) LTD

Licensee

LICENCE

Relating to

Echocardiogram
Echo Rooms – Level 1
Mater Hospital

Directorate of Legal Services
Business Services Organisation
2 Franklin Street
BELFAST
BT2 8DQ

THIS AGREEMENT made the 1st day of April 2023

Between

BELFAST HEALTH AND SOCIAL CARE TRUST of Trust Headquarters, Non-Clinical Support Building, Royal Victoria Hospital, 274 Grosvenor Road, Belfast, BT12 6BA (hereinafter called "the Licensor") of the one part and

ALLIANCE MEDICAL DIAGNOSTIC IMAGING (NORTHERN IRELAND) LTD, Hillsborough Scan Centre, 2 Ballynahinch Road, Hillsborough, BT26 6AR (hereinafter called "the Licensee") of the other part. Any reference to the Licensor and/or Licensee shall include their permitted successors in title including (without prejudice to the generality of the foregoing) the body or bodies to whom the statutory functions and responsibilities are transferred.

WHEREBY the Licensor agrees to licence and the Licensee agrees to use the Premises known as Echo Rooms, Level 1, Mater Hospital, 45-54 Crumlin Road, Belfast, BT14 6AB (hereinafter called "the Premises") together with the right of access thereto and any surgical equipment provided therein ("the Equipment") **EXCEPTING AND RESERVING** unto the Licensor the right to enter upon the Premises for the purpose of carrying out any necessary repairs thereto and to inspect, maintain, repair, renew and replace such cables, pipes, drains, conduits or other conducting media serving other parts of the Buildings owned by the Licensor of which the Premises form part when necessary on reasonable notice (save in the case of an emergency) causing as little damage as possible to the Premises and as little disruption as possible to the Licensee's use of the Premises and making good any damage caused by the exercise of such rights to the reasonable satisfaction of the Licensee.

RECITAL

This Licence is entered into between the Parties to govern the occupation of the Premises and is pursuant to the Contract.

1. Definitions

(a) 'the Premises' means the area as defined above.

(b) 'the Board' means the Health and Social Care Board or any predecessor responsible for the role and functions of the same.

(c) 'the Buildings' means the buildings accommodating the Premises at Mater Hospital

(d) 'the Estate' means the land and buildings now or which may be erected in the future forming part of Mater Hospital

(e) 'the Public Areas' means all those parts of the Estate from time to time designated by the Licensor for common use by the public.

(f) 'the Retained Parts' means the Estate less the Premises.

(g) 'the Contract' means an agreement between the Licensor and/or the Health and Social Care Board and Trusts in Northern Ireland (or any permitted successor body) and Licensee entered into from time to time with respect to the provision of surgical services.

(h) 'the Equipment' means all of the Equipment used by the Licensee at the Premises.

2. Term

The Licence shall commence on 1st April 2023 and shall terminate on 30th September 2023. The Licensor shall allow the Licensee occupation of the Premises on such days as agreed in writing with the Licensor.

3. Licence Fee

The licence fee payable by the Licensee for the Premises is calculated in accordance with the table attached at Schedule One plus VAT thereon payable on a monthly basis which is subject to annual review [redacted]

4. Repair

4.1 The Licensor shall keep the interior of the Premises in good repair excepting damage caused by fair wear and tear and to replace from time to time the fixtures and fittings and the Equipment in the Premises which may be or become beyond repair at any time during or at the expiration of the term of the Licence.

4.2 The Licensor shall clean the Premises and the Equipment and keep them in a clean, neat and tidy condition.

5. Payment of Services

The Licensor will provide and meet the cost of telephones, heating, lighting, ventilation, internal maintenance, re-decoration and repair of the Premises.

6. Assignment and Alterations

The Licensee shall not share possession of the Premises or any part thereof (other than with its sub-contractors) or the fittings or make any alterations therein or hold or allow to be held any auction of furniture or other goods therein without the consent in writing of the Licensor and in the event of any consent by the Licensor to any alterations by the Licensee the latter agrees to reinstate the Premises to their original condition if called upon by the Licensor so to do upon expiry of this Licence.

7. Hours

The Licensee's normal hours of business for the Premises shall be as set out in Schedule 2, subject to any amendment as is agreed between the parties in writing. The Licensee is responsible for opening up and locking up the Premises at the start and finish respectively of these hours.

8. Supervision

The Licensee is responsible for ensuring a qualified doctor is on the Premises until the last patient leaves.

9. No Storage of Hazardous Material

The Licensee will not keep or store on the Premises any hazardous material of any nature or kind save those required in connection with the user nor bring upon the Premises or any part thereof any weighty material which would overload the floors or any part thereof or would be a danger or risk to said floors or any part thereof.

10. Not to Block Drains

The Licensee will not allow to pass into the sewers drains or watercourses serving the Premises or the Buildings any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injury forthwith to make good such damage to the reasonable satisfaction of the Licensor or its agent.

11. Signs

The Licensee will not place or cause or permit to be placed upon the exterior of the Premises or the windows thereof or in any part thereof open to public view any names signs advertisements or other like matter save of such size and design as may be first submitted to the Licensor and are duly approved for exhibition by them (such approval not to be unreasonably withheld or delayed).

12. User

The Licensee shall use the Premises for the necessary clinical services in connection with the speciality as set out in Schedule 1 only and such other use to which the Licensor may consent in writing consent not to be unreasonably withheld or delayed and will not use or permit the Premises or any part thereof to be used for any noisy or obnoxious activity or in a manner which will or could cause a nuisance to the occupants of the remainder of the Buildings or to the Licensor or to any adjoining occupiers. The Licensee and Licensor hereby agree that all operational arrangements shall be carried out in accordance with Schedule 3.

13. Yield Up

Whilst in occupation of the Premises the Licensee shall not do or cause to be done or suffer anything to be done on or about the Premises which may destroy or damage the Premises or any part thereof (fair wear and tear excepted) and shall upon determination of this Licence agreement will deliver up the Premises to the Licensor in a state and condition which is consistent with the due performance and observance of this obligation taking into consideration the fact that the Licensee is not the sole user of the Premises.

14. Indemnity

14.1 The Licensee shall maintain public liability insurance and provide a copy of the certificate to the Licensor if so required Subject to Clause 14.4, the Licensee shall indemnify and keep indemnified the Licensor against all actions, claims, demands, liabilities, losses, costs and expenses to the extent caused by the negligence or breach of statutory duty of the Licensee, its employees (including for the avoidance of doubt staff employed for the performance of the services provided by the Licensee), servants, subcontractors and agents in respect of personal injury loss or damage sustained by any patients or persons using or upon the Premises by reason or on account of the provision of surgery services by the Licensee under this Licence.

14.2 The Licensor will notify the Licensee promptly of any fact or circumstances of which it becomes aware and which may give rise to a claim under Clause 14.1.

14.3 The Licensee shall ensure that it takes out and maintains for the duration of this Licence adequate and appropriate public liability insurance for not less than £5 million for each and every claim and will provide such evidence of the policy and extent of cover as is reasonably required and demanded in writing by the Licensor from time to time.

14.4 The Licensor shall indemnify and keep indemnified the Licensee against all actions, claims, demands, liabilities, losses, costs and expenses arising out of the negligence or breach of statutory duty of the Licensor its employees servants and agents in respect of personal injury loss or damage sustained by any patients or persons using or upon the Premises and the right of access thereto, the Buildings and the Public Areas by reason or on account of this Licence or caused by breach of the warranties at Clause 16 in relation to the Equipment. For the avoidance of doubt as the Licensor is a self-insured public body which maintains an arranged fund to cover anticipated liabilities it does not have a commercial policy of insurance in place. The Licensor confirms that such the arranged fund shall be maintained at sufficient levels to provide the required coverage to the extent that a claim is made under the terms of this Agreement.

14.5 The Licensee will notify the Licensor promptly of any fact or circumstances of which it becomes aware and which may give rise to a claim under Clause 14.4.

15. Emergency or Major Incident rendering Premises Unusable

In the event of an emergency or major incident affecting the Licensor which renders the Premises unusable, the Licensor will notify the Licensee as soon as is reasonably practicable that the Premises, Equipment and staff will not be available and use reasonable endeavours to make the Premises, Equipment and staff available as soon as reasonably practicable.

16. Equipment

16.1 The Licensor warrants that during the term of the Licence the Equipment shall:

16.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

16.1.2 be reasonably fit for purpose.

16.2 The Licensor warrants that during the term of the Licence the Premises and the Equipment shall be regularly cleaned and maintained in accordance with good practice so as to ensure a sterile clinical environment.

16.3 The Licensor shall not be liable for a breach of the warranties at Clauses 16.1 and 16.2 if:

16.3.1 the defect arises because the Licensee failed to follow the Licensor's oral or written instructions as to the use, storage or maintenance of the Equipment or manufacturer's instructions where these are made known to the Licensee.

16.3.2 the Licensee alters or repairs the Equipment without the written consent of the Licensor.

16.4 Subject to Clause 16.3, if the Equipment does not conform with the warranty at Clause 16.1 the Licensor shall at its option repair or replace such Equipment (or the defective part).

17. To Observe Licensor's Policies

17.1 The Licensee and the Licensor shall follow the operational arrangements set out in Schedule 3 of this Licence and such reasonable operational arrangements as shall be notified to the Licensee by the Licensor in writing from time to time.

17.2 The Licensee shall observe and perform and ensure all staff observe and perform:

17.2.1 any policy of the Licensor relating to the application of the clinical services provided by the Licensee to the extent that copies of such policies have been provided in writing by the Licensor to the Licensee in advance; and

17.2.2 applicable legislation, relating to the Premises and the user thereof which are notified by the Licensor to the Licensee in writing and keep the Licensor indemnified against any breach thereof.

18. Staff

The Licensee shall ensure its staff are adequately trained to perform the roles which they are carrying out.

19. Statutory Requirements

The Licensee will comply with all relevant legislation and will not at any time during the term hereof do or omit in or about the Premises any act or thing by reason of which the Licensor may under any enactment incur or have imposed upon it or become liable to pay any valid damages, compensation, costs, charges or expenses.

20. Accesses, Obstruction, Damage

20.1 The Licensee shall not without prior written approval of the Licensor (such approval not to be unreasonably withheld or delayed) place or leave anything in or on the Retained Parts of the Buildings or the Estate or otherwise obstruct the Retained Parts of the Buildings or the Estate.

20.2 The Licensee shall indemnify the Licensor against any damage which may arise by reason of the Licensor (in order to clear fire escape routes or otherwise) removing goods placed or left in breach of the restriction contained in Clause 20.1.

20.3 The Licensee shall pay the proper and reasonable cost of making good any damage to the extent caused to the Buildings or any part thereof or the Estate or any part thereof by the Licensee or any employee of the Licensee or any sub-contractor of the Licensee.

21. Passing on of Notices

The Licensee shall supply the Licensor with a copy of any notice affecting the Premises served on the Licensee under any statute or by any competent authority (or received by the Licensee from any other person) immediately it is received by the Licensee and to make or join in making such objections or requisitions against or in respect thereof as the Licensor may reasonably require (at the Licensor's cost).

22. Regulations and Refuse

The Licensee shall observe and perform all reasonable regulations which may from time to time be made by the Licensor and notified to the Licensee in connection with the Buildings and/or the Estate including (without prejudice to the generality of the foregoing):

22.1 regulations limiting or varying the times when the Licensee may have access to the Premises over the Public Areas and the Estate, and

22.2 regulations with regard to the disposal of refuse,

provided such regulations do not interfere with the Licensee's right to occupy the Premises on Saturdays and Sundays for the purpose set out in Clause 12 subject to Clause 30.

23. Security and Systems

The Licensee shall take all reasonable care and precautions to keep the Premises secure whilst it is in occupation and lock up the Premises securely at the conclusion of every period of occupation and not (by act or omission) do anything which may jeopardise the security of the Buildings, the Estate or any part or parts thereof.

24. Not to Reside

Save in respect of in patient procedures as specified in Schedule 1, the Licensee shall not nor shall it permit any other parties to reside or sleep upon the Premises or any part thereof.

25. Quiet enjoyment

The Licensor shall permit the Licensee to occupy the Premises on the days specified peaceably and without any interruption by the Licensor or any person claiming under or in Trust for the Licensor.

26. Injury

The Licensor shall not be responsible to the Licensee or to any patient, customer, licensee, invitee, employee, servant or agent of the Licensee or other persons in the Premises or calling upon the Licensee in the Premises for any accident, injury, death, happening or damage suffered or damage to or loss of any chattel or property sustained on the Premises or the Buildings or for any financial or consequential loss sustained as a result of any of the foregoing unless the same shall be occasioned by any act, omission, breach of statutory duty, default or negligence of the Licensor or its servants or agents in the course of their employment.

27. Forfeiture

If at any time during the continuance of this Licence a licence fee, provided such a licence fee is due and payable, shall not be paid by the Licensee or if the agreements, stipulations or conditions on the part of the Licensee herein contained shall not be from time to time duly performed and observed by it to a material extent and if capable of remedy are not remedied within 21 days of written notice from the Licensor requiring such remedy to the Licensor's satisfaction (acting reasonably) then it shall be lawful for the Licensor at any time to determine the said licence by giving to the Licensee 21 days notice to quit.

28. Arbitration

If any dispute or difference shall arise between the Licensor and the Licensee in relation to any Clause, matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with this Licence or the rights or liabilities of either party under or in connection with this Licence then in every case the dispute or difference shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of agreement to be nominated by the President for the time being of The Law Society of Northern Ireland in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

29. Own Costs

Each party shall pay its own legal costs in respect of the preparation and execution of this Licence and any counterpart thereof.

30. Licensor's right to alter the Buildings and/or the Estate

30.1 Notwithstanding anything contained in this Licence the Licensor shall be entitled in its absolute discretion at any time on reasonable prior notice to develop, redevelop, rebuild upon or under, execute works on or demolish or use in any manner or alter, add to or extend the Buildings or any part thereof (other than the Premises) or the Estate or any part thereof or any other adjoining adjacent or neighbouring premises of the Licensor and/or to vary or permit the variation of the present intended or any future scheme of development of the Buildings or the Estate provided that no material disruption is caused to the Licensee's user of the Premises.

30.2 Without prejudice to the generality of Clause 30.1 the Licensor shall be entitled at any time and on reasonable notice to the Licensee to alter the nature location lay-out and extent of the Retained Parts of the Buildings and/or the Estate provided that no material disruption is caused to the Licensee's use of the Premises.

30.3 The Licensor shall be at liberty at any time and from time to time to grant any easements rights and privileges which in its absolute discretion it shall deem fit over or in relation to the Buildings and the Premises (provided they have no effect on the Premises during the hours as defined in Clause 7) or any part thereof or the Estate or any part thereof.

30.4 In the event that the Licensor is required to carry out any works in accordance with this Clause 30, where reasonably practicable the Licensee shall co-operate with the Licensor with respect thereto during which time the Licensor agrees to provide suitable alternative accommodation to allow the Licensee to perform its Services without interruption.

31. Meetings

The Licensee and Licensor shall meet every six months from the date of this agreement date upon written notice being served by either party or otherwise at the written request of the Licensor to review the arrangements under this licence.

32. Provisions as to Notice

32.1 Any notice or other document to be given or sent under or pursuant to this Licence shall be in writing and may be delivered personally or sent by first class post to the party to be served at that party's address appearing in this Agreement (or such other address on the United Kingdom or the Republic of Ireland (not being a post office box or poste restante address) as that party has notified in writing to the other. Any such notice or document shall be deemed to have been served:

32.1.1 if delivered by hand: at the time of delivery; and

32.1.2 if posted: on the next working day after the envelope containing the same has been put into the post.

32.2 In proving such service it shall be sufficient to prove (as the case may be) that delivery was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid first class letter.

33. Termination

Subject to the earlier termination of the Contract the Licensor and/or the Licensee may terminate this Licence at any time on 7 days written notice to the other party.

34. Governing Law

This Licence shall be governed by the laws of Northern Ireland.

35. New Contract

35.1 On or before the expiry of the Contract, the Licensor may from time to time undertake a tender process with respect to the renewal of the Contract (and any subsequent contract to replace the Contract) the effect of which may be for the parties to negotiate and enter into a new contract.

35.2 Pursuant to such negotiations the parties may agree that a licence fee shall be payable with respect to the Licence on terms to be agreed by the parties at that time.

35.3 In the event that such licence fee is payable, if at any time during the continuance of this Licence a licence fee is due and shall not be paid within 21 days of written demand the Licensor shall have the right to exercise its rights pursuant to Clause 27 above.

AS WITNESS this Licence has been signed on behalf of the parties the day and year first herein written.

26/06/2023

SIGNED by or on behalf of the Licensor
In the presence of:-

01/04/2023

SIGNED by or on behalf of the Licensee
In the Presence of:-

SCHEDULE ONE: LICENCE FEE 2023 / 2024 EFFECTIVE 01 APRIL 2023

ALLIANCE – ECHOCARDIOGRAM –ECHO ROOMS, LEVEL 1, MATER HOSPITAL

Licence agreement pertains to ECHOCARDIOGRAM –ECHO ROOMS, LEVEL 1, MATER HOSPITAL only

Specialty	Location	Activity Type	Item to be recharged	Charge to IS per Patient or Session £	Comment
Echocardiogram	ECHO Rooms, Level 1, Mater Hospital	Outpatients	[redacted]	[redacted]	
Echocardiogram	ECHO Rooms, Level 1, Mater Hospital	Outpatients	[redacted]	[redacted]	
Echocardiogram	ECHO Rooms, Level 1, Mater Hospital	Outpatients	[redacted]	[redacted]	

As agreed between parties the Trust will be responsible for provision of: Room, Equipment and Basic Consumables.

SCHEDULE TWO: USER & HOURS OF USE 2023/2024 EFFECTIVE 01 APRIL 2023

ALLIANCE – ECHOCARDIOGRAM –ECHO ROOMS, LEVEL 1, MATER HOSPITAL

Licence agreement pertains to ECHOCARDIOGRAM –ECHO ROOMS, LEVEL 1, MATER HOSPITAL only

Specialty	Location	Activity Type	Trust Co-ordinating Manager	Hours of Use (Subject to Agreement with Trust Manager)
Echocardiogram	Echo Rooms, Level 1, Mater Hospital	Outpatients	[redacted]	Weekends and after hours. As agreed with Trust Manager.

SCHEDULE THREE: OPERATIONAL ARRANGEMENTS 2023 / 2024

OUTPATIENTS: UPDATED ARRANGEMENTS EFFECTIVE 01 APRIL 2023

Licence agreement pertains to ECHOCARDIOGRAM – ECHO ROOMS, LEVEL 1, MATER HOSPITAL only

Trust Co-ordinating Manager

A named co-ordinating manager from the Trust will be agreed between the licensor and the licensee for each outpatient department.

Security

The licensee will ensure that outpatient reception is manned at all times during occupation and that the outpatient department is secured out of hours.

Instrumentation / CSSD

The licensee shall use Belfast Trust instrumentation trays and will send to CDU for decontamination in line with Trust procedures.

Disposal of Waste

All clinical waste shall be bagged in accordance with the relevant guidance and left at an agreed point for collection by Trust staff.

Hygiene Services

The Trust shall be responsible for the provision of these services during the agreed period of occupation.

Catering Services

The Trust shall be responsible for the provision of these services if required during the agreed period of occupation.

Basic Consumables

The Co-ordinating Manager shall be responsible for the replenishing of basic consumables in line with existent Trust guidelines and the Trust will invoice the licensee for same.