

**Trust Policy & Procedure**
**Consignment Stock Policy**
**Key Points**

- The acquisition of products on a consignment basis can be sensible, prudent and risk-mitigating when well-managed, but is ill-advised where introduced only for the benefit of the supplier or poorly managed.
- The trust has a standard Consignment Stock Agreement which from the effective date of this policy must be used for all consignment arrangements.
- The trust will be liable for any physical loss or damage to products whilst held on their premises, hence the requirement for safe and secure storage.
- The trust will be liable for replacing any consigned product it has consumed, maintaining the product types and quantities detailed in the consignment agreement. Replenishment of consumed items must be arranged by way of a requisition and order.
- The trust will draw upon the stock of Consignment Products on a first in/first out basis.
- The Supplier will be liable for any loss arising from products going beyond their “use-by” or “expiry” dates and will replace any such products at no charge to the trust, maintaining the product types and quantities detailed in the consignment agreement.

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## Version Control Sheet

Version	Date	Policy Lead(s)	Status	Comment
0.1	01/02/2019	Head of Clinical Procurement	Draft	New Policy
1.0	March 2019	Policy & Guidelines Manager	Final	Approved at FAQ

## Document Location

Document Type	Location
Electronic	Intranet (our place)

## Related Documents

Document Type	Document Name
Policy	Company Representative Policy
Policy	Management of Medical Equipment and Devices Policy
Trust Document	Standing financial instructions

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## 1. INTRODUCTION

- 1.1 This policy covers the procedures to be followed when products are obtained by Frimley Health NHS Foundation trust (FHFT or the trust) from a supplier on the basis of a consignment arrangement.
- 1.2 When products are provided on the basis of a consignment arrangement then ownership of the products remains with the supplier.
- 1.3 The trust is obligated to keep the products in a safe and secure environment, to replace any goods it consumes from the consignment and to return the consignment in its entirety when the consignment arrangement ends.
- 1.4 Products typically acquired on a consignment basis include: surgical implants, surgical instruments, interventional and diagnostic devices and implantable devices.
- 1.5 The acquisition of products on a consignment basis can be sensible, prudent and risk-mitigating when well-managed, but is ill-advised where introduced only for the benefit of the supplier or poorly managed.

## 2. SCOPE OF THE POLICY

- 2.1 The policy covers all areas of the trust and all employees working within the trust that may have a requirement to have products consigned.
- 2.2 The policy covers all suppliers that consign goods to Frimley Health NHS Foundation trust.

## 3. DEFINITIONS

- 3.1 **Consignment** means an arrangement in which goods are left in the possession of the trust whilst still owned by the supplier.
- 3.2 **Consignment Products** means those products belonging to the Supplier and/or its affiliates specified in the Consignment Stock Agreement (Appendix A)
- 3.3 **Consignment Stock** means the stock of the Consignment Products held by the trust on a consignment basis.
- 3.4 **Facility** means such storage and/or warehousing facility of the trust as the trust shall specify to the Supplier for the receipt and storage of the Consignment Stock.
- 3.5 **Replenishment** means the process by which the Customer will order and pay for replacements of Consignment Products it has consumed from the Consignment Stock.

## 4. PURPOSE OF THE POLICY

- 4.1 The aim of this policy is to ensure that any products consigned to the trust by suppliers has:
- Not circumvented trust Standing Financial Instructions or Public Procurement regulations and are appropriate products to consign.
  - Appropriate records maintained
  - Product liability is clearly documented
  - Clear ownership of products and is differentiated from conventionally procured trust-owned products.
  - Defined and agreed responsibility and accountability for the management of consigned products.
- 4.2 The policy informs Suppliers and their Commercial Representatives the requirements and expectations on how the trust manages consignment stock.
- 4.3 The trust reserves the right to refuse entry to any Company Representatives not complying with this policy.
- 4.4 Where this policy is breached, representatives may be removed or barred from all of the trust's sites and/or reported to their company and commercial/professional organisations where codes of practice are breached, e.g., Association of British Pharmaceutical Industry (ABPI) and Association of British Healthcare Products Industry (ABHI).
- 4.5 The trust will not accept any financial or non-financial responsibility or liability as a result of the non-compliance of this policy by either company representatives or trust employees.

## 5. THE POLICY

### 5.1 Responsibility for Consignment Stock

- 5.1.1 The responsibility for entering into any consignment arrangement, for fulfilling the trust's obligations arising from such an arrangement and for managing the consigned products, resides with the Directorate that funds the replenishment of the consignment.
- 5.1.2 Prior to signing any consignment agreement, a draft version will be sent to the Head of Clinical Procurement for approval.
- 5.1.3 The formal consignment agreement with the supplier must be signed on behalf of the trust by the Directorate Manager or nominated deputy and counter-signed by the Head of Clinical Procurement.
- 5.1.4 The Directorate Manager must ensure that appropriate arrangements are in place to manage the consignment.

5.1.5 Once signed the consignment agreement must be safely filed in the department. A copy must also be provided to Procurement to store in the Procurement contracts database.

## 5.2 Consignment Decision

### Reasons to support the consignment of products include:

5.2.1 To avoid the risk of obsolescence, for example:

- In surgical procedures it is common to require a wide range of different types and sizes of products (e.g. Trauma, Hip and Knee Reconstruction and Breast Reconstruction). Typical usage will be from a narrower “core” range. Consequently, there is a risk that products at the extremes of the type/size range may not be used, which may result in them going beyond their use by date. Where the trust owns such stock, it will assume the risk of obsolescence. Where the stock is consigned then the supplier will assume this risk (subject to the consignment agreement being clear on this point – see sections 5.3 and 5.5).
- Where a particular range of products is used by only one or two surgeons and where the stock is owned by the trust and these surgeons leave the trust then the risk of obsolescence will be met by the trust. Where the stock is consigned it can be returned to the supplier as it is no longer required and at no risk to the trust.

5.2.2 To avoid significant and unnecessary financial investment in stock and/or instrumentation, for example:

- Where a wide range of types and sizes of single-use sterile consumable products are required to enable selection of the correct type/size for a particular patient procedure then the necessary financial investment in stock can be disproportionate to the expenditure on products used in such procedures. Taking consignment stock mitigates the trust by ensuring only stock that is used is paid for.
- When, in order to use a particular consumable product, specific associated surgical instruments are required, again with significant financial investment, suppliers may agree to consign instrumentation to enable the trust to use their products.
- By holding consignment stock of products and instrumentation, expensive next-day deliveries to support emergency procedures will be avoided

### Reasons to question the consignment of products include:

5.2.3 Where the benefit arising from the consignment is more for the supplier than for the trust, for example:

- A supplier's motive in offering consignment of products will generally be to ensure that their product is readily available on a theatre's stockroom shelves and therefore more likely to be used. Where the trust will not benefit reasonably via the supporting reasons outlined above then the consignment arrangement must not be pursued.

5.2.4 When the cost of replenishing the consignment is punitive by comparison with replacing trust-owned stock, for example:

- A supplier may apply differential pricing for replenishing consignment stocks by comparison with replacing trust-owned stock – this might be by not providing a level of discount otherwise offered or by charging higher prices. Where any additional cost outweighs any risk-mitigating and financial benefit to the trust then the consignment arrangement must not be pursued.

5.2.5 When the supplier providing the consigned product is not prepared to provide quantities of products to support the activity levels of the Directorate, for example:

- A supplier may wish to restrict the quantities of each product in the consigned stock to a level which the Directorate consider inadequate and would therefore need to supplement the consigned stock of an individual product with trust-owned stock of the same product. This is highly likely to lead to confusion over ownership of and liability for consigned and trust-owned product and therefore, in such circumstances the proposed consignment arrangement must be declined.

5.2.6 The decision as to when and when not to consign is ultimately for Directorate's to make and will involve balancing the supporting and questioning reasons outlined above. Where there is any doubt, advice should be sought from the Head of Clinical Procurement.

### 5.3 Liability for Consigned Products

The liabilities in respect of the consigned products are defined in the trust Consignment Stock Agreement (Appendix A) and key points are as follows:

5.3.1 The trust will be liable for any physical loss or damage to products whilst held on their premises, hence the requirement for safe and secure storage. The remedying of any financial loss will be met by the Directorate's budget, by way of a requisition and ordering a replacement for the loss or damaged product. Any such loss must be reported in accordance with the trust SFIs.

5.3.2 The trust will be liable for replacing any consigned product it has consumed, maintaining the product types and quantities detailed in the consignment agreement. Replenishment of consumed items must be arranged by way of a requisition and order.

5.3.3 The Supplier will be liable for any loss arising from products going beyond their "use-by" or "expiry" dates and will replace any such products at no charge to the

trust, maintaining the product types and quantities detailed in the consignment agreement.

- 5.3.4 To enable the supplier to meet this obligation, the trust will provide the supplier with accompanied access to their consigned stock but only by prior arrangement.
- 5.3.5 Where consignment agreements based on agreement forms other than the trust Consignment Stock Agreement (Appendix A) have been entered into prior to the implementation of this policy, Directorate's must ensure that the key points detailed above are consistent, particularly in respect of supplier liabilities. Where it is found that the agreements are not consistent, wherever possible, the agreement must be replaced with one based on the trust Consignment Stock Agreement.

## 5.4 Indemnity

- 5.4.1 There are two types of supply – one where the sale of goods involves a financial transaction between the parties and one where no financial transaction occurs.
- 5.4.2 In the former, the Sale of Goods Act applies, but where no financial transaction is involved, the Sale of Goods Act does not apply and would not therefore provide indemnity for the trust.
- 5.4.3 In such situations, indemnity can be provided via a Master Indemnity Agreement (MIA) scheme managed by the Department of Health with which most reputable suppliers are registered. Before entering in to a consignment agreement, Directorates must check that the supplier is registered with the DH MIA Scheme by enquiring via the following link: <https://www.gov.uk/government/publications/master-indemnity-agreement-mia>
- 5.4.4 Where the supplier is not registered with the DH MIA scheme then, as a general rule, the consignment stock arrangement must not be pursued.
- 5.4.5 In exceptional circumstances, supplier specific Indemnity Forms can be signed but in such circumstances, advice must be sought from the Head of Clinical Procurement.

## 5.5 Consignment Stock Agreement

- 5.5.1 The trust has a standard Consignment Stock Agreement (attached as Appendix A) which from the effective date of this policy must be used for all consignment arrangements.
- 5.5.2 The agreement form includes a schedule listing the product types and quantities consigned.
- 5.5.3 Where consignment arrangements have been established prior to the effective date of this policy and are based on a supplier's consignment stock agreement, the agreement must be checked to ensure compliance with the key points identified in Section 5.3.



- 5.5.4 Where the agreement is not consistent on these key points, particularly in respect of supplier liabilities then wherever possible, the agreement must be replaced with one based on the trust Consignment Stock Agreement.
- 5.5.5 The following procedure must be adopted in relation to the trust Consignment Stock Agreement:
- A draft version of the completed agreement form must be provided to the trust's Head of Clinical Procurement for approval.
  - On receipt of such approval, the agreement must be signed by the Directorate Manager or nominated deputy, the Head of Clinical Procurement and the supplier.
  - An original signed copy of the agreement and schedule must be held by the Directorate.
  - An original signed copy of the agreement and schedule must be provided to the Supplier.
  - A copy of the agreement and schedule must be sent to the trust Procurement Department marked for the attention of the Head of Clinical Procurement
  - Where products are added to or removed from the consignment stock, a Change Control Note (Appendix B) must be completed together with an addendum to the product-listing schedule (i.e., Annex 1 to the Consignment Stock Agreement) and actioned in terms of signature and copying as the original agreement.

## **5.6 Replenishing the Consignment**

- 5.6.1 It is the trust's responsibility to replenish the consignment when it has consumed product.
- 5.6.2 This must be actioned by the Directorate by raising a requisition for the required products.
- 5.6.3 The requisition content and format must be in all respects the same as for replenishment of trust-owned product other than the annotating of the requisition "Replenishment of Consignment Stock".
- 5.6.4 In some circumstances (e.g. for implantable products), suppliers may require the trust to inform them of the batch, lot or serial numbers of consumed product and in such circumstances this information must be provided on the requisition form for transcription onto the trust's official purchase order.

## **5.7 Storage, Management and Stocktaking of Consigned Products**

- 5.7.1 Consigned products must be stored in a safe and secure environment – the trust is liable for any physical loss or damage to products whilst held on trust premises.

- 5.7.2 Whilst the supplier will be responsible for replacing at no charge any consigned product which goes beyond its expiry date, products must be used in date order with the shortest expiry date product used first.
- 5.7.3 Consigned products must be stored in a way which enables them to be clearly differentiated from trust-owned stock and recorded as consignment on the trust's Inventory Management system. Unless specifically agreed to by suppliers, neither the products nor their packaging must be marked in any way to assist this differentiation – marking the product or packaging is likely to make it non-returnable to the supplier.
- 5.7.4 The supplier must be provided with access to the consigned stock for the purposes of inspecting and recording quantities, quality and condition of the consigned products.
- 5.7.5 This inspection which will be undertaken at least every 6 months must be by appointment only and the supplier must be accompanied by an appropriate member of staff.
- 5.7.6 A written record must be provided by the supplier, signed by both parties and a copy kept on file.
- 5.7.7 Any products beyond their expiry date must be replaced by the supplier and any shortages or damaged product must be replaced by the Directorate by way of a non-stock requisition and an official purchase order.
- 5.7.8 The loss must be recorded by the Directorate in accordance with trust SFIs.
- 5.7.9 Any discrepancy (shortages or damage) advised by the supplier more than 3 months following the inspection will be considered invalid, this point being confirmed in the trust's Consignment Stock Agreement.
- 5.7.10 In exceptional circumstances, the supplier may be permitted to remove consigned products for urgent supply to other healthcare providers. Where the inventory is recorded on the trust's Inventory Management system, the Supplier shall liaise with the Inventory Manager to issue the products from the system.
- 5.7.11 Where consigned products are removed a record must be kept showing what Consigned products have been removed and what quantity, the date of removal and the replacement by the Supplier. This must be signed by both the Supplier and the trust's Directorate Manager or the Deputy Directorate Manager.
- 5.7.12 Under no circumstances will the supplier be permitted to remove consigned instrumentation for supply to other healthcare providers.
- 5.7.13 When stocktaking, Directorates must omit consigned products from their stock count and stocktaking return.

## **5.8 Termination of Consignment Agreements**

- 5.8.1 When a consignment arrangement is no longer required and terminated, it is important that accurate records are maintained confirming the return and removal of the consigned products.
- 5.8.2 The stock must be replenished to the levels detailed in the consignment agreement and the products must be set aside for return.
- 5.8.3 A Consignment Termination Form (see Appendix C) must be completed and signed by the Directorate Manager or nominated deputy.
- 5.8.4 The form must be countersigned by the supplier prior to removal of the consigned product. The following procedure must be adopted in relation to the Consignment Termination Form:
- The form must be signed by the Directorate Manager or nominated deputy and the supplier.
  - An original signed copy of the form must be held by the Directorate.
  - An original signed copy of the form must be provided to the supplier.
  - A copy of the form must be sent to the trust Procurement Department marked for the attention of the Head of Clinical Procurement.

## **6. DUTIES / ORGANISATIONAL STRUCTURE**

### **6.1 The Chief Executive Officer**

- 6.1.1 The Chief Executive Officer has overall responsibility for the Consignment Stock Policy within the trust. The implementation of, and compliance with, this Policy is delegated to the Head of Clinical Procurement.

### **6.2 Director of Finance**

- 6.2.1 The Director of Finance has responsibility for the trust's Standing Financial Instructions, Finance Policies, Procurement Policy and compliance to UK and EU Procurement law and acts as an advocate for Procurement on the Board. The implementation of, and compliance of Procurement Policy is delegated to the Head of Clinical Procurement.

### **6.3 General and Clinical Managers / Heads of Department**

- 6.3.1 It is the responsibility of General Managers, Clinical Managers and Heads of Department to ensure policy implementation and compliance. This includes reviewing any requests for stock to be moved and signing any audit paperwork as required.

## 6.4 Procurement Staff

- 6.4.1 The Head of Clinical Procurement is the trust's designated lead for matters arising with consignment agreements.
- 6.4.2 The Procurement Team will upload any consignment agreements, following the agreed process documented in this policy, to the trust's contract database.
- 6.4.3 The Procurement Team will ensure adherence to this policy and the Standing Financial Instructions with respect to UK and EU Law.

## 6.5 Trust Employees

- 6.5.1 All trust employees are responsible for complying with this policy.

## 7. RAISING AWARENESS / IMPLEMENTATION / TRAINING

- 7.1 This policy will be available to all staff and it will be communicated through the policies and procedures section on the trust's Intranet. Where staff does not have access to the Intranet, they must contact the Procurement department.
- 7.2 A notice will be placed on the trust Intranet informing staff of this policy.

## 8. MONITORING COMPLIANCE OF POLICY

- 8.1 This document will be reviewed every three years, taking into account any national or legislative changes which affect the process.
- 8.2 Responsibility for reviewing this document will lie with the Procurement department.
- 8.3 Compliance with the policy will be monitored by way of tracking consignment agreements on the trust contract system and reviewing with Directorates.

## 9. REFERENCES

- The Department of Health Master Indemnity Agreement (2016)

## 10. APPENDICES

Appendix A	Consignment Stock Agreement
Appendix B	Consignment Stock Agreement Change Control Note
Appendix C	Consignment Stock Agreement Termination Form

## CONSIGNMENT STOCK AGREEMENT

BETWEEN:

- (1) Frimley Health NHS Foundation trust, whose principal office is situated at Frimley Park Hospital, Portsmouth Road, Frimley, Surrey, GU16 7UJ ("The trust"); and
- (2) .....  
 ..... ("The Supplier")  
 (together the "Parties")

For The Delivery and Acceptance of Consigned Stock as specified in the attached schedules

WHEREAS

The trust requires the Supplier to supply those products listed in the Consignment Register to the trust on a Consignment Stock basis and on the terms and conditions set out below and within the NHS terms and conditions of contract for the supply of goods and the provision of services (January 2018). Subsequent purchases relating to the ordering of goods is subject to NHS terms and conditions of contract for the purchase of goods (January 2018).

THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

### 1 Definitions

- 1.1 "Consignment Products" means those products belonging to the Supplier and/or its affiliates specified in the Consignment Register to be supplied to the trust pursuant to this Agreement and to be held by the trust in the Consignment Stock.
- 1.2 "Consignment Stock" means the stock of the Consignment Products held by the Customer at the Facility on a consignment basis.
- 1.3 "Facility" means such storage and/or warehousing facility of the trust as the trust shall specify to the Supplier for the receipt and storage of the Consignment Stock.
- 1.4 "Replenishment" means the process by which the trust will order and pay for replacements of Consignment Products it has consumed from the Consignment Stock.

### 2 Obligations of the Parties

- 2.1 The Supplier shall supply to the trust and the trust shall hold on consignment at the Facility those Consignment Products required by the Customer pursuant to this Agreement and detailed in the Consignment Register hereto.
- 2.2 As and when required for use by the trust, the trust shall physically pick and remove from the Facility each required Consignment Product. In doing so, the Customer shall draw upon the stock of Consignment Products on a first in/first out basis.

- 2.3 Within 14 days of the use by the trust of a Consignment Product, the trust shall raise a purchase order to replenish the Consignment Stock and the Supplier shall raise and issue to the trust an invoice for the sale of such Consignment Product to the trust.
- 2.4 All purchase orders for Consignment Products to replenish the Consignment Stock issued by the trust shall at a minimum include details of product type, product model, product catalogue number, quantity, price and purchase order number.
- 2.5 All orders for and deliveries of Consignment Products to replenish the Consignment Stock made pursuant to this Agreement and each sale of Consignment Product by the Supplier to the trust hereunder shall (save as superseded by the provisions of this Agreement) be made on the NHS Terms and Conditions for Sale of Goods and at the prices referenced in the Consignment Register.
- 2.6 All deliveries of Consignment Products to replenish the Consignment Stock shall be made by the Supplier to the Facility and shall be tracked, registered and delivered to the Facility with accompanying transport documentation clearly stating the purchase order number for such products and referencing that such products are Consignment Products.
- 2.7 The Supplier representative and a trust representative from the department holding the Consignment Stock will, by appointment, carry out regular stock checks to establish the following:
- (a) that products which are out of date are removed and replaced by the Supplier
  - (b) that stock levels are adequate to provide for current usage
  - (c) that stock rotation is occurring (First In First Out)

### 3 Payment Terms

- 3.1 Prices for Consigned Product shall be in accordance with national NHS Frameworks or as contractually agreed with the Supplier.
- 3.2 The trust will not pay any additional charges for having the stock as a Consignment.
- 3.3 The trust shall make payment in full for each purchase of Consignment Products to replenish the Consignment Stock within 30 days from the receipt of an invoice issued by the Supplier.

### 4 Consignment Stock and Storage

- 4.1 The trust shall store the Consignment Products in a secure location at the Facility in accordance with all instructions provided by the Supplier and all storage conditions indicated on the packaging of the Consignment Products.
- 4.2 Following delivery of the Consignment Products by the Supplier to the Facility, the Consignment Products shall not be moved or removed from the Facility by the trust other than for use in accordance with the provisions of clause 2, for return to the Supplier pursuant to clause 4.7 or 6.3, or with the prior written consent of the Supplier.

- 4.3 Following delivery of the Consignment Products by the Supplier to the Facility, the Consignment Products shall not be moved or removed from the Facility by the Supplier other than pursuant to clause 4.7 or 6.3, or in exceptional circumstances where Consignment Products are removed by the Supplier for urgent use by another healthcare provider and replaced by the Supplier in due course. In such circumstances, a signed record shall be maintained by the Supplier and the trust showing the date of removal and return. For the avoidance of doubt, such exceptional circumstances shall not apply to consigned surgical instrumentation.
- 4.4 The trust shall handle and store the Consignment Products with all due care and skill so as to maintain them in good condition and shall protect the Consignment Products from any loss or damage.
- 4.5 The trust will visibly demarcate the Consignment Stock as the property of the Supplier and keep the Consignment Stock separate from other goods kept in stock including other products purchased from the Supplier so that it shall be immediately clear that the Consignment Products are Consignment Stock and are the property of the Supplier.
- 4.6 The Parties agree that the Supplier and its authorised representatives shall be entitled at an agreed time (and in any event no less than every six months) on the giving of reasonable notice, inspect the Facility to audit and verify the contents, quantity, quality and condition of the Consignment Products provided in the Consignment Stock and their conditions of storage. A written record showing Consignment Stock quantities, quality and condition at the time of inspection shall be made by the Supplier, signed by both parties with a copy provided to both parties. Any discrepancy between the quantities of Consignment Products counted and those detailed in the Consignment Register or in the quality or condition of any Consignment Product must be advised to the trust by the Supplier immediately. Any discrepancy advised to the trust by the Supplier more than 3 months following the inspection shall be considered invalid.
- 4.7 Following inspection of the Consignment Products in the Consignment Stock by the Parties as provided for in clauses 2.7 and 4.4. hereto, any Consignment Products which are no longer within their use-by or expiry date will be removed and replaced by the Supplier at no cost to the trust. A record of any Consignment Products removed for replacement will be prepared by the Supplier and signed by the Parties prior to removal and a similar record prepared by the Supplier and signed by the Parties on receipt of the replacement Consignment Products.
5. Title and Risk and Insurance
- 5.1 Title and ownership of the Consignment Stocks shall remain with the Supplier until payment in full for each specific Consignment Product has been received by the Supplier from the trust, at which point title and ownership shall transfer to the trust.

- 5.2 Other than as detailed in 5.3 below, the risk of loss and damage to the Consignment Products shall remain with the Supplier until their delivery to the Facility. The trust shall be responsible for any loss or damage caused to the Consignment Stocks following their delivery to the Facility.
- 5.3 The risk of loss to the Consignment Stock arising from Consignment Products exceeding their use-by or expiry dates shall in all circumstances remain with the Supplier.
- 5.4 The trust shall insure the Consignment Stocks against loss or damage due to fire, flood, theft and other such risks via the NHS Litigation Authority Risk Pooling Scheme.
- 5.5 The Supplier will indemnify the trust in respect of its liabilities in accordance with and via its participation in the NHS Master Indemnity Agreement (MIA) scheme, see <https://www.gov.uk/government/publications/master-indemnity-agreement-mia>
- 5.6 When a consignment product is used in a surgical procedure then the Supplier will indemnify the trust in respect of its liabilities at point of use rather than point of sale.
6. Term and Termination
- 6.1 Subject to clause 6.2, this Agreement shall commence as of the date specified on the front page of this Agreement and shall remain in force until terminated by either party.
- 6.2 This Agreement may be terminated by either party by giving the other party not less than ninety (90) days' prior written notice of termination.
- 6.3 On any termination of this Agreement the Supplier shall arrange to uplift all Consignment Products still held by the trust in the Consignment Stocks.
7. Law and Jurisdiction
- 7.1 This Agreement shall be governed by English law and the English courts shall have exclusive jurisdiction over any disputes arising hereunder.



The undersigned agree to the terms and conditions of this Agreement hereto:

**For and on behalf of the Supplier**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

**For and on behalf of the trust (Directorate Manager)**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

**For and on behalf of the trust (Procurement)**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

### Consignment Register

Dated:

<b>Product Reference</b>	<b>Product Description</b>	<b>Unit of Measure</b>	<b>Quantity Consigned</b>	<b>Replenishment / Price per Unit of Measure (£)</b>

### Consignment Stock Agreement Change Control Note

**Dated:**

**Between:**

- (1) Frimley Health NHS Foundation trust, whose principal office is situated at Frimley Park Hospital, Portsmouth Road, Frimley, Surrey, GU16 7UJ ("The trust"); and
- (2) .....  
..... ("The Supplier")  
(together the "Parties")

The trust entered into a Consignment Stock Agreement on the .....

For .....

**WHEREAS**

The Parties wish to amend that agreement by changing the quantity and/or type of products consigned by the Supplier to the trust. Accordingly the revised Consignment Register has been completed listing the quantity and type of products consigned, dated ..... This replaces the original Consignment Register.

The undersigned agree to the terms and conditions of this Agreement hereto:

**For and on behalf of the Supplier**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

**For and on behalf of the trust (Directorate Manager)**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

**For and on behalf of the trust (Procurement)**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

## Consignment Stock Agreement Termination Form

This Consignment termination agreement is dated: .....

**Between:**

- (1) Frimley Health NHS Foundation trust, whose principal office is situated at Frimley Park Hospital, Portsmouth Road, Frimley, Surrey, GU16 7UJ ("The trust"); and
- (2) .....  
 ..... ("The Supplier")  
 (together the "Parties")

The trust entered into a Consignment Stock Agreement on the .....

For .....

**WHEREAS**

The Supplier and the trust entered into a Consignment Stock Agreement dated [date of original agreement] (copy attached)

The Supplier and the trust now wish to terminate the Agreement and unanimously confirm the following:

1. All Consignment Products in the Consignment Stock belonging to the Supplier have been inspected by both Parties and can unanimously confirm:
  - that the quantities of Consignment Products in the Consignment Stock are consistent with the quantities specified in the Consignment Register YES/NO\* (if no, please specify)
  - that the Consignment Products in the Consignment Stock are in an acceptable condition and are not damaged in any way YES/NO\* (if no, please specify)
2. The Consignment Products in the Consignment Stock have been removed by the Supplier or arrangements made for removal) on ..... (date) YES/NO\* (if no, please specify)

\*Delete as appropriate. If any response is "NO", explanatory comments must be added below.

COMMENTS (IF APPLICABLE):

.....  
.....  
.....

**For and on behalf of the Supplier**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

**For and on behalf of the trust (Directorate Manager)**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....

**For and on behalf of the trust (Procurement)**

Signed by:

Name: .....

Job Title: .....

Signature: .....

Date: .....