Summary: This procedure provides guidance to ALL STAFF and budget managers who have identified equipment (medical, vehicles, technology and office equipment), furniture and other assets that is deemed surplus to requirements and explains the process for re-deploying or disposing of the asset to ensure that:

- best value is obtained,
- if disposed, that the disposal complies with Trust legal and other requirements, and
- all sensitive data is removed.

Keywords: Surplus equipment, asset disposal, obsolete equipment, sale of equipment, decontamination, furniture reuse, sustainable waste disposal.

Target Audience: All Staff

Next Review Date: April 2022

Approved & Ratified by: Sustainable Development Forum  
Date of meeting: 4th April 2017

Date issued: April 2017

Author: Louise Sawyer, Environmental Sustainability Manager

Director: Paula Anderson, Director of Finance
## Change Record

<table>
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<th>Version</th>
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<th>Reason for Change</th>
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<td>October 2015</td>
<td>Graham Platt</td>
<td>2</td>
<td>All</td>
<td>More information given as to how staff can obtain advice and support from the Trust’s Procurement, Medical Devices Co-ordinator and Finance teams. References added to legislation re disposal of waste, including need for a decontamination certificate to be issued in some circumstances. References to Trust Financial, and Information Security Policies updated. References added as to equipment now provided under managed service contracts, for example Clare’s printer managed service.</td>
</tr>
<tr>
<td>Jan 2017</td>
<td>Louise Sawyer</td>
<td>3</td>
<td>All</td>
<td>Update and appendices</td>
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</table>

## Reviewers/contributors

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Version Reviewed &amp; Date</th>
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<tbody>
<tr>
<td>Graham Platt</td>
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</tr>
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<tr>
<td>Tracy Hammond</td>
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<td>3, 31/1/17</td>
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<tr>
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<td>3, 4/4/17</td>
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<td>3, 4/4/17</td>
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<td>Phill Ballard</td>
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<td>3, 4/4/17</td>
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<tr>
<td>Patrick Carroll</td>
<td>Integrated Project Manager, ISD East</td>
<td>3, 4/4/17</td>
</tr>
<tr>
<td>Alan Chambers</td>
<td>Category Manager Procurement</td>
<td>3, 4/4/17</td>
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<tr>
<td>Nicky Adamson-Young</td>
<td>Divisional Director of Children’s Services &amp; Safeguarding</td>
<td>3, 4/4/17</td>
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<tr>
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<td>Senior Capital Projects Manager</td>
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<tr>
<td>Dominic Lodge</td>
<td>Community Development Manager</td>
<td>3, 4/4/17</td>
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</tbody>
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Quick Reference Guide

For quick reference, this page summarises the actions required by this policy. This does not negate the need to be aware of and to follow the further detail provided in this policy.

This procedure advises all staff and particularly budget managers on the processes that they should follow when considering disposing surplus / obsolete equipment, including medical, vehicles, technology, office equipment, furniture and other assets.

It advises how to seek support and advice from the appropriate Trust stakeholders, including the Procurement team for selling equipment, the Medical Devices Adviser for disposal of medical devices, the Deputy Head of Estates for disposal of vehicles, the IT Service Desk for disposal of technology equipment & phones and the Waste Contract Manager for furniture & all other waste.

This procedure also advises how to ensure compliance with current statutory legislation on waste disposal.

And ensures compliance with the Trusts’ key policies aimed at ensuring environmental sustainability, financial value for money is considered and that equipment which may contain sensitive data is disposed of correctly.
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Introduction</td>
<td>5</td>
</tr>
<tr>
<td>2.</td>
<td>Who does this policy apply to?</td>
<td>5</td>
</tr>
<tr>
<td>3.</td>
<td>Duties and responsibilities</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>Main policy content</td>
<td>6</td>
</tr>
<tr>
<td>5.</td>
<td>Training requirements</td>
<td>11</td>
</tr>
<tr>
<td>6.</td>
<td>Monitoring compliance</td>
<td>11</td>
</tr>
<tr>
<td>7.</td>
<td>Policy review</td>
<td>11</td>
</tr>
<tr>
<td>8.</td>
<td>Associated trust documents</td>
<td>11</td>
</tr>
</tbody>
</table>

### Appendices

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Asset Disposal Form</td>
<td>12</td>
</tr>
<tr>
<td>2.</td>
<td>Deed of Sale to an Organisation</td>
<td>14</td>
</tr>
<tr>
<td>3.</td>
<td>Deed of Sale to an Individual</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Deed of Gift to an Organisation</td>
<td>24</td>
</tr>
<tr>
<td>5.</td>
<td>Deed of Gift to an Individual</td>
<td>28</td>
</tr>
<tr>
<td>6.</td>
<td>Vehicle Disposal Form</td>
<td>31</td>
</tr>
<tr>
<td>7.</td>
<td>Vehicle Transfer Form</td>
<td>32</td>
</tr>
<tr>
<td>8.</td>
<td>Equality Impact Assessment</td>
<td>33</td>
</tr>
</tbody>
</table>
Disposal of Equipment Procedure

1. Introduction

1.1 The Disposal of Equipment Procedures provides guidance to the Trust, its Directors and officers when considering, arranging and recording items that are to be disposed of, including condemnations. These procedures must be read in conjunction with:
   - Trust’s Standing Orders (part of Terms of Authorisation), Standing Financial Instructions and Financial Procedures (FP1), and
   - Other relevant policies referred to in section 8.

1.2 Any item that is considered to be obsolete shall be referred to the Asset Budget Holder.

2. Who Does This Policy Apply to?

2.1 This policy applies to ALL staff who wish to dispose of equipment, vehicle, technology, furniture and other assets of the Trust.

3. Main Duties & Responsibilities

3.1 **Asset Budget Holder:** is responsible for ensuring equipment (medical, vehicles, technology and office equipment), furniture and other assets that is deemed surplus to requirements is disposed of in accordance with this procedure, completing the required documentation and informing the appropriate departments of the disposal.

3.2 **Procurement Team:** is responsible for advising staff whether an item for disposal is subject to a managed service (hire / lease / contract) agreement and advising staff on the best method for selling an item via the Asset Disposal Form. The Procurement team is responsible for facilitating the sale.

3.3 **Medical Devices Adviser:** is responsible for advising staff on the decontamination & disposal of medical devices, and ensuring the appropriate asset register (e.g. medical devices) or inventory is suitably amended.

3.4 **Community Development Manager:** is responsible for advising staff on options to donate to the third party voluntary and charitable sector.

3.5 **IT Service Desk:** is responsible for advising staff on the disposing of ICT equipment (e.g. computers, printers, phones, mobile phones etc.). The Technology team is responsible for ensuring all ICT equipment is disposed of legally & in accordance with appropriate Trust policies, and ensuring the appropriate asset register (e.g. technology) or inventory is suitably amended.

3.6 **Deputy Head of Estates:** responsible for advising staff on the disposing of Trust vehicles and ensuring the appropriate asset register (e.g. managed fleet vehicle) or inventory is suitably amended.

3.7 **Finance Department:** is responsible for ensuring the appropriate asset register (e.g. financial) or inventory is suitably amended.
3.8 **Legal & Property Team**: is responsible for ensuring all appropriate documentation has been completed correctly and stored for auditing purposes.

3.9 **Waste Contract Manager**: is responsible for advising staff on the disposal of equipment that is not subject to managed service (hire/lease/contract) agreement. The Waste Contract Manager is responsible for managing the Trust Total Managed Waste contract (general, recyclable, WEEE, furniture, office equipment and medical devices) and ensuring waste items are disposed of legally and in accordance with the appropriate Trust policies.

4. **Main Policy Content**

4.1 **Disposal Hierarchy**

When equipment becomes redundant for its original use then the following disposal hierarchy should be followed:

1st. reused within the Directorate;
2nd. relocate within the Trust;
3rd. sale, part-exchange or donation;
4th. sustainable disposal.

4.2 **Disposal Process**

The following process should be taken into account in any redeployment or disposal of equipment:

- **Are you disposing of ICT equipment (monitors, workstations, keyboards, printers etc.)?**
  - **Yes**: See section 4.2.1
  - **No**
    - **Are you disposing a managed fleet vehicle?**
      - **Yes**: See section 4.2.2
      - **No**
        - **Are you disposing of a medical device?**
          - **Yes**: See section 4.2.3
          - **No**
            - **Are you disposing of other equipment, furniture or assets?**
              - **Yes**: See section 4.2.4
4.2.1 ICT Equipment Disposal and Re-Use

Staff must consult the ICT Service Desk over the reuse and disposal of ICT equipment, and will advise on removing any Trust data stored on the local Hard Disk(s).

Disposal of redundant equipment is the responsibility of the ICT Department and anyone disposing of redundant computer equipment such as, monitors, workstations, keyboards, printers, etc., must contact the ICT Service Desk to arrange for collection and disposal in accordance Trust ICT Security Policy (SH IG 53) and legal requirements.

Asset Budget Holders must ensure that such equipment is not:

- Transferred outside of the Trust;
- Sold or donated to charitable organisations without prior approval from the ICT Department;
- Storing any Trust information that has not been transferred to an approved data storage area;

The Disposal / Reuse of HHD and Back-up Tapes procedure (SH IG 50) outline the controls in place and the process for re-use and disposal if ICT equipment.

Media holding and/or having stored PERSONAL information must be disposed of in accordance with NHS Digital Erasure and Disposal standards, using the following methods:

- Shredding: paper; extracted magnetic tapes, removable media;
- Incineration: paper, removable media (floppy diskettes, tapes, CD/DVD disks);
- Trust approved agent: destruction and disposal of hardware equipment that complies with waste legislation, including but not limited to the Waste Electrical, Electronic Equipment (WEEE) regulations and disposal of removable media;

Further information can be sought from the ICT Service Desk.

4.2.2 Disposing of Managed Fleet Vehicles

All Trust pool or lease vehicles must be disposed of appropriately using the following steps to ensure all necessary parties are informed. The Deputy Head of Estate Services is responsible for maintaining a central register of all Trust owned or leased vehicles (as these vehicles come under Trust insurance) and liaising with all other necessary parties accordingly, such as the Finance department.

There may be a number of reasons why a vehicle is no longer required by the present user, whatever the reason; the procedure below must be followed:

**STEP 1:** The Asset Budget Holder should notify the Deputy Head of Estate Services that the vehicle is no longer required by completing and electronically sending the Vehicle Disposal Form (appendix 6) to the Deputy Head of Estate Services.

**STEP 2:** The Deputy Head of Estate Services will ensure the appropriate disposal route has been selected. Vehicles can be disposed of by a number of routes, these are:
• **Relocation within the Trust**: arrangements should be agreed between the relevant budget holders. The Asset Budget Holder relocating the vehicle should complete a Vehicle Transfer Form (appendix 7) and forward electronically to Deputy Head of Estate Services who will then inform all relevant parties, including the Finance Department.

• **Sold to a third party by tender**: The Asset Budget Holder should inform the Deputy Head of Estate Services who will arrange this. A minimum of 3 bids must be obtained.

• **Sold to an appointed auction house**: The Asset Budget Holder should inform the Deputy Head of Estate Services who will arrange this. The Deputy Head of Estate Services will ensure this occurs through an approved auction house and will advise on the reserve price and agree final settlement.

• **Sold internally to staff**: The Asset Budget Holder should inform the Deputy Head of Estate Services who will arrange this. The vehicle will be advertised on Trust ‘For Sale’ intranet site for sealed bids. Bids will only be opened by the Chief Finance Officer or representative on a set date and time.

**STEP 3**: Deputy Head of Estate Services will ensure the conditions of sale document is signed on handover of the vehicle and will then submit details of the vehicle sale to the DVLA and confirm final sale price with Finance Department.

The Asset Budget Holder will be responsible for arranging that all Trust items and Trust livery are removed from the vehicle prior to any sale.

When vehicles are written off due to accident damage etc. the Asset Budget Holder is responsible for arranging the removal of any re-usable equipment before the supplier (for leased vehicles) collects the vehicle or the vehicle salvage companies (for Trust owned vehicles) submit tenders for the vehicle remains, prior to being sold to the highest bidder.

Complete working records of all disposed vehicles, including details of maintenance, accident damage, modification and decommissioning check lists etc. will be retained by the Deputy Head of Estate Services in accordance with Record Keeping Standards and Audit (SH IG 5).

Further information can be sought from the Deputy Head of Estates Services.

### 4.2.3 Medical Devices

Medical devices must always be decontaminated before reuse, relocation, sale, donation or disposal. Decontamination of the medical device must be in accordance with the manufacturer’s instructions as outlined in the Trust Decontamination of Medical Devices Policy (SH CP 100) and other associated Trust policies. All medical devices being reused, relocated, sold, donated or disposed must be accompanied by a decontamination certificate.

The Asset Budget Holder should follow the disposal process shown in **Figure 1: Disposal Process** section 4.2.4.

Further information can be sought from the Medical Devices Adviser.
4.2.4 All Other Equipment, Furniture & Assets

The following must be taken into account when redeploying or disposing equipment:

Prior to disposal:

The Asset Budget Holder must check whether the Trust has a managed service (lease / hire / contract) agreement in respect of the equipment. Where the equipment is subject to an agreement the Asset Budget Holder must ensure the item is disposed of in accordance with the contract. Advice can be sought from the Procurement team.

The Asset Budget Holder must ensure sensitive data and / or Trust kit is removed prior to disposal. Care must be taken to meet the requirements of the legislation on data protection, NHS and Trust guidelines on information security and to recognise that data not covered may still give rise to embarrassment for the Trust if found by third parties. When equipment is transferred to another user, the original user must ensure the removal of any personal data.

During to disposal:

The Asset Budget Holder should follow the disposal process shown below in Figure 1: Disposal Process.

Where appropriate, the Asset Budget Holder must ensure equipment that is being sold or donated has been appropriately decontaminated with a decontamination certificate (e.g. medical equipment) or has the appropriate safety sticker / certificate / British Standards label (e.g. electrical equipment must have an up-to-date PAT test sticker, upholstered furniture must have a flame retardant label). Advice can be sought from the Procurement team or appropriate Trust stakeholder.

The Procurement team is responsible for facilitating the sale of any unwanted Trust equipment, including but not limited to:

- contacting companies that specialise in auctions and disposal,
- negotiating the sale or disposal arrangements, and
- processing the sale.
Can the item be reused in the Directorate?

Yes

Did the asset exceed £5,000 at point of purchase exceeded, or was part of a group asset purchase which together exceeded £5,000?

No

Give the item to the new owner or waste contractor together, where required with a decontamination certificate.

For reused, relocated, sold or donated items only - ensure the equipment has the appropriate safety sticker / certificate / British Standards label (e.g. electrical equipment).

For medical devices only - inform the Medical Devices Adviser of the changes.

Can the item be relocated in the Trust?

Yes

Inform the Finance Team of the changes.

No

Can the item be sold?

Yes

Complete Asset Disposal Form (appendix 1) and return to Procurement team

And

Did the asset exceed £5,000 at point of purchase exceeded, or was part of a group asset purchase which together exceeded £5,000?

No

Can the item be donated?

Yes

Complete Asset Disposal Form (appendix 1), Deed of Gift (appendices 4 or 5) and return original documents to the Legal & Property team

And

No

Can the item be reused in the Directorate?

No

Can the item be relocated in the Trust?

No

Can the item be sold?

No

Can the item be donated?

No

Waste the medical device
After disposal:

The Asset Budget Holder is responsible for returning an electronic copy of the Asset Disposal Form (appendix 1) to the Finance Department and where appropriate, the Medical Devices Adviser. The Finance Department and Medical Devices Adviser must ensure all appropriate asset registers or inventories are suitably amended.

The Asset Budget holder is responsible for sending the original Asset Disposal Form together with any associated legal documentation (e.g. deed of gift) to the Legal & Property Team within the Estates Services department. Except for sales; where the Asset Budget Holder is responsible for sending the original Asset Disposal Form to the Procurement team, who will complete any associated legal documentation (e.g. deed of sale) and return all original documents to the Legal & Property Team.

The Asset Budget Holder should also ensure, where applicable insurance and any maintenance arrangements have been revised. Advice can be sought from the Procurement team.

5. Training Requirements

5.1 None required.

6. Monitoring & Compliance

6.1 The Trust’s procurement team, and owners of equipment assets registers, e.g. financial, information technology and medical devices will monitor compliance to this policy through the regular asset register data validation processes undertaken.

7. Policy Review

7.1 The Policy will be reviewed every five years.

8. Associated Trust Documents

- Trust’s Standing Orders (part of Terms of Authorisation)
- Standing Financial Instructions, Financial Procedures (FP1)
- Scheme of Delegation
- Handling and Disposal of Healthcare Waste Policy (SH NCP 47)
- ICT Security Policy (SH IG 53)
- Disposal / Reuse of HHD and Back-up Tapes policy (SH IG 50)
- Decontamination of Medical Devices Policy (SH CP 100)
- Medical Devices Management Policy (SH CP 40)
- Sustainable Travel Policy (SHNCBP78)
- Sustainable Development Policy (SH NCP 63)
### Appendix 1: Asset Disposal Form

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<tr>
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</tr>
<tr>
<td>Telephone number:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Location /Hospital Site:</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>Directorate/Department:</td>
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<thead>
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<th>SECTION 2</th>
<th>Details of the asset(s) to be disposed of (full description, including asset /serial number, current condition):</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location of the asset(s) immediately prior to being disposed</td>
</tr>
<tr>
<td></td>
<td>Reason for disposal:</td>
</tr>
<tr>
<td></td>
<td>Estimated Resale Value of each item/s:</td>
</tr>
<tr>
<td></td>
<td>£</td>
</tr>
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<td></td>
<td>£</td>
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<tr>
<th>SECTION 3</th>
<th>Budget code for net sale proceeds</th>
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</table>

| SECTION 4 | I confirm that the item/s detailed above are not under any lease/hire/contract agreement and have no trade- |
|           | in value against the cost of any intended replacement                                                        |
|           | AND                                                                                                          |
|           | I confirm it will be accompanied by the appropriate legal documentation (Deed of Sale or Deed of Gift) and |
|           | will be accompanied by a decontamination certificate where applicable and this will normally be the case for |
|           | medical equipment:                                                                                           |
|           | AND                                                                                                          |
|           | I confirm that technical assistance is sought if equipment requires disconnecting from services (e.g. electricity, |
|           | plumbing, etc.) and will be disposed of in accordance with the Trust’s Information Security Policy IG2.      |

Officer’s signatory:                                                                                     |

Date:                                                                                                     |

Asset Budget Holder’s signatory:                                                                         |

Date:                                                                                                     |
SECTION 5: To be completed by the Procurement Team

Dear …………………………………………………………………………………………………………………

The company dealing with the disposal of the above item is:- …………………………………………………………………………………………………………………

The company will dispose of the stated items and take a ………………% of the total received.

The estimate revenue is £……………… and this will be forwarded to the Finance Department in due course.

Signature:- …………………………………………………………………………………………………………………

Date:- …………………………………………………………………………………………………………………

The stated item is unsuitable for sale and we have been advised that the item should be scrapped.
Please contact the Waste Contract Manager, within Estates Services for further instructions.

Signature:- …………………………………………………………………………………………………………………

Date:- …………………………………………………………………………………………………………………

A COPY OF THE COMPLETED FORM SHOULD BE SENT TO THE FINANCE DEPARTMENT AND WHERE APPROPRIATE, THE MEDICAL DEVICES ADVISER.

FINANCE DEPARTMENT AND MEDICAL DEVICES ADVISER WILL ARRANGE REMOVAL FROM THE FINANCE ASSET REGISTER AND ALL OTHER APPROPRIATE ASSET REGISTER.
Appendix 2: Deed of Sale to an Organisation

DATED ___________________________ 201

(1) SOUTHERN HEALTH NHS FOUNDATION TRUST

(2)

SALE OF EQUIPMENT AGREEMENT

Lester Aldridge LLP
Solicitors
Commercial Team
Russell House
Oxford Road
Bournemouth
Dorset
BH8 8EX

Tel: 01202 786161
Fax: 01202 786150

E mail: enquiries@la-law.com
Ref: 5.EMP.HAM.147.14
BETWEEN:-

(1) SOUTHERN HEALTH NHS FOUNDATION TRUST of Tatchbury Mount, Calmore, Southampton, SO40 2RZ (the Seller); and

(2) of (the Buyer).

AGREED TERMS

1. INTERPRETATION

1.1. Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

Collection Date: the date of this agreement

Collection Location: the address for collection set out in Schedule 1

Equipment: the equipment, details of which are set out in Schedule 1

Payment Date: the date of this agreement

Price: the price for the Equipment as set out in Schedule 1

Records: all documents of title and certificates for the lawful operation and use of, and all service documents, relating to the Equipment

VAT: value added tax chargeable under the Value Added Tax Act 1994

1.2. Interpretation:

1.2.1. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3. a reference to writing or written includes emails.
2. **SALE AND PURCHASE**

The Seller sells and the Buyer buys the Equipment free from all liens, charges and encumbrances.

3. **EQUIPMENT SOLD AS SEEN**

3.1. The details of the Equipment in Schedule 1 are given only for the purposes of identifying the Equipment and do not make this agreement a sale by description.

3.2. The Equipment is sold "as seen". The Seller makes no representations and gives no warranties as to the quality, condition, state or description of the Equipment, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Equipment are excluded to the fullest extent permitted by law.

4. **PRICE AND PAYMENT**

4.1. The Buyer shall pay the Price on the date of this agreement. Payment shall be made in cash or cleared funds to the bank account nominated in writing by the Seller.

4.2. The Price:

   4.2.1. excludes amounts in respect of VAT, which the Buyer shall additionally be liable to pay the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and

   4.2.2. excludes all costs of packaging, collection, carriage, and insurance, which the Buyer is expected to arrange personally.

4.3. The Seller shall issue the Buyer with an invoice for the Price plus VAT at the prevailing rate (if applicable) on signature of this agreement. The Seller shall ensure that the invoice includes the date of the sale, the invoice number, the Seller's VAT registration number, and any supporting documentation that the Buyer may reasonably require.

4.4. The time for payment is of the essence. Payment will only be effected when the Seller receives the Price in cleared funds.

5. **COLLECTION**

5.1. The Buyer shall collect the Equipment at the Collection Location on the date of this agreement during the Seller's usual business hours.

5.2. If the Buyer fails to collect the Equipment when due the Seller may charge reasonable costs of storage from the Collection Date until collection is completed.

5.3. Collection is completed on the completion of loading of the Equipment at the Collection Location.

6. **TITLE AND RISK**

6.1. The risk of damage to or loss of the Equipment shall pass to the Buyer on completion of collection.

6.2. The title to the Equipment shall pass to the Buyer only on payment in full (in cash or cleared funds) of the Price.

7. **LIMITATION OF LIABILITY**

7.1. Nothing in this agreement shall limit or exclude the Seller's liability for:
7.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

7.1.2. fraud or fraudulent misrepresentation;

7.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

7.1.4. any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

7.2. Subject to clause 7.1:

7.2.1. the Seller shall under no circumstances be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the agreement; and

7.2.2. the Seller's total liability to the Buyer for all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the Price.

8. GENERAL

8.1. Entire agreement.

8.1.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.1.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8.2. Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.3. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

8.3.1. waive that or any other right or remedy; or

8.3.2. prevent or restrict the further exercise of that or any other right or remedy.

8.4. Severance. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the agreement.

8.5. Further assurance. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.
8.6. **Notices.**

8.6.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at the address given in this agreement, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

8.6.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 8.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by email, one Business Day after transmission.

8.6.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

8.7. **Third party rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.

8.8. **Governing law.** This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

8.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

*In witness whereof* this document has been executed and delivered on the date first stated above.
Schedule 1
Equipment, price and collection

1. EQUIPMENT
2. RECORDS
3. PRICE
4. PAYMENT DATE
5. COLLECTION DATE
6. COLLECTION LOCATION

Signed by ...........................................
for and on behalf of Southern Health NHS Foundation Trust Authorised signatory

Signed by ...........................................
for and on behalf of Director / Authorised signatory
Appendix 3: Deed of Sale to an Individual

OUR TERMS

9. THESE TERMS

9.1. What these terms cover. These are the terms and conditions on which we supply goods to you.

9.2. Why you should read them. Please read these terms carefully before you buy goods from us. These terms tell you who we are, how we will provide goods to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

10. INFORMATION ABOUT US AND HOW TO CONTACT US

10.1. Who we are. We are Southern Health NHS Foundation Trust. Our address is Tatchbury Mount, Calmore, Southampton, SO40 2RZ. Our registered VAT number is [NUMBER].

10.2. How to contact us. You can contact us by telephoning [NUMBER] or by writing to us at [EMAIL ADDRESS AND POSTAL ADDRESS].

10.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the address you specify to us.

10.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

11. OUR CONTRACT WITH YOU

Any goods we may be offering for sale will be advertised on [INTRANET?]. If you are interested in purchasing these goods you should contact the number given on the advert to ascertain if they are still available. Arrangements can then be made for you to view the goods prior to any purchase. If you decide to purchase the goods a contract will come into existence between us at the point when you make payment for the goods.

12. OUR GOODS

All of the goods we sell are classed as 'used goods' which are surplus to requirements. As they are used goods there will generally be no packaging and there may be imperfections or signs of wear. We will draw your attention to any substantial imperfections or areas of wear prior to you purchasing any goods from us.

13. PROVIDING THE GOODS

13.1. We do not provide a delivery service and any goods purchased should be collected by you on the day of purchase, within normal working hours. If this is not possible then we may, at our discretion, agree a different collection date with you.

13.2. If you do not collect any goods purchased by any extended collection date agreed, we may charge you for storage costs or end the contract and clause 6.2 will apply.

13.3. You will own the goods once we have received payment in full for them and you are responsible for them from this point.
14. **OUR RIGHTS TO END THE CONTRACT**

14.1. We may end the contract if you fail to collect your goods on the day of purchase or within any extended collection period agreed with you.

14.2. You must compensate us if you break the contract. If we end the contract in accordance with clause 6.1 we will refund any money you have paid for goods not collected but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

15. **IF THERE IS A PROBLEM WITH THE GOODS**

15.1. **How to tell us about problems.** If you have any questions or complaints about the goods, please contact us. You can telephone us on [NUMBER] or write to us at [EMAIL ADDRESS AND POSTAL ADDRESS].

15.2. **Summary of your legal rights.** We are under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your goods your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

15.3. **Your obligation to return rejected goods.** If you wish to exercise your legal rights to reject goods you must either return them in person to where you collected them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

16. **PRICE AND PAYMENT**

16.1. **Where to find the price for the goods.** The price of goods (which includes VAT) will be the price set out in Schedule 1. We use our best efforts to ensure that the price of goods advertised is correct. However please see clause 8.2 for what happens if we discover an error in the price of the goods advertised.

16.2. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, the price of goods referred to in an advert is wrong. We will advise you of any error in pricing before you purchase any goods.
16.3. **When you must pay and how you must pay.** We accept payment in cash or by bank transfer. We must have received cleared payment before you collect your goods.

17. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

17.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but, except as set out in clause 9.2 we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, as summarised at clause 7.2 and for defective products under the Consumer Protection Act 1987.

17.3. We are not liable for business losses. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

18.1. **How we will use your personal information.** We will use any personal information you provide to us:

18.1.1. to supply the goods to you; and

18.1.2. to process your payment for the goods.

18.2. We will only give your personal information to third parties where the law either requires or allows us to do so.

19. **OTHER IMPORTANT TERMS**

19.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

19.2. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

19.3. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

19.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

19.6. These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts.
Schedule 1

Equipment, price and collection

1. EQUIPMENT
   1.1. [DETAILS OF EQUIPMENT]

2. RECORDS
   2.1. [DETAILS OF RECORDS [AND ANY RELEVANT RELATED ITEMS]]

3. PRICE
   3.1. [PRICE]

4. PAYMENT DATE
   4.1. The date of this agreement

5. COLLECTION DATE
   5.1. The date of this agreement

6. COLLECTION LOCATION
   6.1. COLLECTION LOCATION

Signed by [NAME] ............................................
for and on behalf of Southern Health NHS Foundation Authorised signatory
Trust

Signed by [NAME] ............................................
for and on behalf of [BUYER] Buyer signatory
Appendix 4: Deed of Gift to an organisation

THIS DEED OF GIFT is dated

PARTIES

(1) Southern Health NHS Foundation Trust an NHS trust whose headquarters is at [Tatchbury Mount, Calmore, Southampton, SO40 2RZ] (“the Donor”).

(2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“the Donee”).

WHEREAS

(A) The Donor is the legal and beneficial owner of the chattels listed in the Schedule to this deed (“the Equipment”) free from any incumbrances.

(B) The Donor wishes to make a gift of the Equipment to the Donee as set out in this deed.

AGREED TERMS

1 Interpretation

1.1 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed.

1.2 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2 Gift

The Donor hereby assigns and transfers to the Donee by way of gift with effect from the date of this deed all its legal and beneficial interest in the Equipment free from any incumbrances and the Donee by this deed acknowledges receipt of them (“the Transfer”).

3 No Representation or Warranty

3.1 The Donee confirms that it has independently inspected and assessed the Equipment for quality, condition and suitability for purpose and that it agrees to receive the Equipment at its own risk.

3.2 The Donee acknowledges that it has not relied on any representation or information received from the Donor, its employees or agents in connection with:

3.2.1 the suitability of the Equipment for use for any purpose; or

3.2.2 the lawfulness of the use of the Equipment for any purpose

and will have no right of action against the Donor, its employees or agents in respect of such matters.

3.3 The Donor similarly makes no warranty as to the suitability of the Equipment for use for any purpose or the lawfulness of the use of the Equipment for any purpose.

3.4 Nothing in this clause shall limit or exclude any liability for fraud.

4 Insurance & Risk

4.1 Risk in the Equipment passes to the Donee as at the date of this deed.

4.2 The Donor shall have no obligation to insure the Equipment from the date of this deed and the Equipment shall be held at the risk of the Donee.

5 Entire Agreement

This deed (together with any documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6 No Variation

No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
7 **Severance**

If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

8 **Governing Law and Jurisdiction**

8.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The COMMON SEAL of
SOUTHERN HEALTH NHS FOUNDATION TRUST was hereunto affixed in the presence of:

Common Seal

Authorised Signatory:

…………………………………………..

Print Name:

…………………………………………..

Authorised Signatory:

…………………………………………..

Print Name:

…………………………………………..

SIDE AS A DEED by [ ] [in their capacity as duly authorised trustee for the Donee] in the presence of:

Witness Signature: 
Name: (please print)
Address:
Occupation:

SIDE AS A DEED by [ ] [in their capacity as duly authorised trustee for the Donee] in the presence of:

Witness Signature: 
Name: (please print)
Address:
Occupation:
### SCHEDULE 1 EQUIPMENT

|   | [List of equipment/chattels] |
Appendix 5: Deed of Gift to an individual

THIS DEED OF GIFT is dated

PARTIES

(3) Southern Health NHS Foundation Trust an NHS trust whose headquarters is at Tatchbury Mount, Calmore, Southampton, SO40 2RZ ("the Trust"); and

(4) whose address is

{"you", "your"}.

BACKGROUND

(C) The Trust owns the property listed in the Schedule to this document (hereafter called "the Equipment").

(D) The Trust wishes to make a gift of the Equipment to you on the terms set out in this document.

(E) In exchange for the Trust gifting you the Equipment, you agree to the below terms.

AGREED TERMS

9 Gift

9.1 The Trust hereby gifts you (as an assignment and transfer at law including all the Trust's legal and beneficial interest therein) the Equipment, free from any other party's rights or incumbrances. The transfer of the Equipment to you on these terms is hereafter called "the Gift".

9.2 By signing this document, you acknowledge receipt of the Equipment.

10 No Representation or Warranty

10.1 You confirm that (as far as you are able) you have inspected and assessed the Equipment for its:

10.1.1 quality;

10.1.2 condition; and

10.1.3 suitability for your intended purpose.

10.2 By accepting the Equipment, you are confirming that you consider your assessment of the Equipment to be adequate to identify any faults or problems with the Equipment. If you think an expert assessment may be necessary in order to establish the quality, condition or suitability of the Equipment then please arrange for this to be done and you should not sign this document until one has been conducted. This is important because by signing this document you agree to receive the Equipment at your own risk.

10.3 You also acknowledge and confirm that you have not relied on any representation (statement) or information received from the Trust, its employees or agents in connection with:

10.3.1 the quality or condition of the Equipment;

10.3.2 the suitability of the Equipment for use for any purpose; or

10.3.3 the lawfulness of the use of the Equipment for any purpose,

and you agree that you will not have any right of action against the Trust, its employees or agents in relation to such matters.

10.4 Additionally, you accept that the Trust makes no warranty (promise) as to:

10.4.1 the quality or condition of the Equipment;

10.4.2 whether the Equipment is suitable for use for any purpose; or

10.4.3 whether use of the Equipment for that purpose is lawful.

11 No Liability

11.1 The Trust has been advised that without your agreement to this document, it cannot give away the Equipment.

11.2 By signing this document, you agree and accept that (to the maximum extent permissible by law) the Trust shall have no liability to you in relation to the Gift. In particular, if you use the Equipment negligently or in a manner which is not the usual purpose for the Equipment, the Trust cannot be held liable.
11.3 Nothing in this document shall exclude the Trust's liability for personal injury or death resulting from the Trust's negligence.

12 **Insurance & Risk**
Title and risk in the Equipment passes to you at the date of this document. This means that the Trust does not need to insure the Equipment once you sign this document. You are also solely responsible for ensuring the Equipment is stored and handled properly and safely.

13 **Entire Agreement**
This deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. This means that this document will take precedence over any other arrangements between you and the Trust.

14 **No Variation**
This document cannot be varied unless the variation is in writing and signed by the Trust and you (or any authorised representatives).

15 **Governing Law and Jurisdiction**
Any dispute or claim arising out of this document or in relation to it shall be governed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim.

**SCHEDULE - Equipment**
Description of the Equipment transferred to you:
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The COMMON SEAL of SOUTHERN HEALTH NHS FOUNDATION TRUST was hereunto affixed in the presence of:

Common Seal

Authorised Signatory:

Print Name:

Authorised Signatory:

Print Name:

SIGNED AS A DEED by

in

the presence of:

Witness Signature: 

Name: (please print) 

Address: 

Occupation: 

SH FP 11 Disposal of Equipment Procedure
Version: 3
April 2017
Appendix 6: Vehicle Disposal Form

Vehicle Disposal Form

Unit Name ........................................................................................................ Cost Centre .................................................................

I confirm that the Directorate no longer requires the vehicle(s), as detailed below, for the above unit or any other unit in the directorate, and therefore relinquish the vehicle to the Estate Services Department for disposal or reissue to another Trust unit/location.

I can confirm that the vehicle(s) has been thoroughly checked to establish that no items of equipment, documentation or other sensitive items are left in the vehicle prior to disposal.

Any costs involved in disposal will charged to the above unit, i.e. auction, collection costs etc.

<table>
<thead>
<tr>
<th>Vehicle Reg No</th>
<th>Make/Model</th>
<th>Reg. Date</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Unit Manager’s Signature........................................................................ Date..............................................................

Print Name.................................................................................................. Job Title........................................................................

Asset Budget Holder’s Signature......................................................... Date..............................................................

Print Name .................................................................................................. Job Title........................................................................

All vehicle documents, Registration Document, MOT, spare keys, tail lift certificates (if applicable) must be sent to the address below with a copy of this form.

Deputy Head of Estate Services
Estates Services Department
Southern Health NHS Foundation Trust
Moorgreen Hospital
Botley Road
West End
Southampton
SO30 3JB

Scott.jones@southernhealth.nhs.uk
Appendix 7: Vehicle Transfer Form

Vehicle Transfer Form

Please be aware of the changes below:

The above vehicle has been transferred from:

Reg. No…………………………………………………………………….     Chassis No……………………………………………………………………..
Make…………………………………………………………………………    Model……………………………………………………………………………….
Mileage…………………………………………………………………….     Colour………………………………………………………………………………
Directorate……………………………………………………………….     Cost Code……………………………………………………………………...
Unit / team ………………………………………………………………..    Location……………………………………………………………………...
Manager’s Name………………………………………………………    Asset Budget Holder’s Name……………………………………………..

To:

Directorate……………………………………………………………….     Cost Code……………………………………………………………………...
Unit / team ………………………………………………………………..    Location……………………………………………………………………...
Manager’s Name………………………………………………………    Asset Budget Holder’s Name……………………………………………..

Please send a copy of this form to:

Deputy Head of Estate Services
Estates Services Department
Southern Health NHS Foundation Trust
Moorgreen Hospital
Botley Road
West End
Southampton
SO30 3JB

Scott.jones:@southampton.nhs.uk
Appendix 8: Equality Impact Assessment

The Equality Analysis is a written record that demonstrates that you have shown *due regard* to the need to **eliminate unlawful discrimination, advance equality of opportunity and foster good relations** with respect to the characteristics protected by the Equality Act 2010.

**Stage 1: Screening**

<table>
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<th>February 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person completing the assessment:</td>
<td>Louise Sawyer</td>
</tr>
<tr>
<td>Job title:</td>
<td>Environmental Sustainability Manager</td>
</tr>
<tr>
<td>Responsible department:</td>
<td>Estates Services</td>
</tr>
<tr>
<td>Intended equality outcomes:</td>
<td>None</td>
</tr>
<tr>
<td>Who was involved in the consultation of this document?</td>
<td>None</td>
</tr>
</tbody>
</table>

Please describe the positive and any potential negative impact of the policy on service users or staff.

In the case of negative impact, please indicate any measures planned to mitigate against this by completing stage 2. Supporting Information can be found be following the link: [www.legislation.gov.uk/ukpga/2010/15/contents](http://www.legislation.gov.uk/ukpga/2010/15/contents)

<table>
<thead>
<tr>
<th>Protected Characteristic</th>
<th>Positive impact</th>
<th>Negative impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age</td>
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<td>None</td>
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<td>Disability</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Gender reassignment</td>
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<td>None</td>
</tr>
<tr>
<td>Marriage &amp; civil partnership</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Pregnancy &amp; maternity</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Race</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Religion</td>
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<td>None</td>
</tr>
<tr>
<td>Sex</td>
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<td>None</td>
</tr>
<tr>
<td>Sexual orientation</td>
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<td>None</td>
</tr>
</tbody>
</table>

**Stage 2: Full impact assessment**

<table>
<thead>
<tr>
<th>What is the impact?</th>
<th>Mitigating actions</th>
<th>Monitoring of actions</th>
</tr>
</thead>
</table>

SH FP 11 Disposal of Equipment Procedure
Version: 3
April 2017