

The Schedule Part 15

CONDITIONS FOR USE OF TRUST PREMISES IN THE PERFORMANCE OF THE SERVICE

15. The Trust Premises shall comprise ALL and WHOLE the computer room or rooms which will accommodate the System, and any offices made available for the Contractor's staff.
- 15.1. The Contractor shall enjoy full rights of access and egress at anytime to the Trust Premises.
- 15.2. The Contractor shall be entitled on a non-exclusive basis to use and occupy the Trust Premises upon the terms and conditions contained in this Part 15 for the sole purpose of providing the PMS services to the Trust and for no other purpose whatsoever and no rent, rates or service charges will be payable by the Contractor.
- 15.3. The Contractor shall be wholly responsible for any of it's Equipment or Software within the Trust Premises and the Trust shall have no responsibility whatsoever in respect of thereof, except as provided for in the Agreement, clause 49.4 (check - last clause of Damage to Systems).
- 15.4. The Contractor shall not sub-let the Trust Premises or part thereof, nor assign or otherwise deal with the rights granted to it under this Agreement.
- 15.5. The Contractor shall take good care of all fittings and fixtures, furniture, furnishings and effects and all other moveable items in and upon the Trust Premises and the access area to the Trust Premises. With prejudice to the provisions of the clause, the Contractor shall keep the Trust Premises in no worse condition than it is in as at the commencement of this Agreement, together with the fittings and fixtures, furniture, furnishing and effects and all other moveable items (fair, wear and tear excepted).
- 15.6. The Contractor shall not do or permit to be done upon the Trust Premises anything which may in the reasonable opinion of the Trust be a nuisance or cause annoyance or disturbance to or in any way interfere with the activities of the Trust.
- 15.7. The Contractor shall not carry out any alterations to the Trust Premises, structural or otherwise, whatsoever, nor shall the Contractor fix or permit to be affixed any bill, placard, poster or

advertisement or other sign inside the Trust Premises or around the Trust Premises, except with prior written approval of the Trust.

- 15.8. The Contractor shall at all times indemnify and keep indemnified the Trust from all liability and claims in respect of injury to or death of any person or damage to any property (including the Trust Premises) arising directly or indirectly from any act or omission or negligence on the part of the Contractor or any person under the control of the Contractor and from all proper costs, claims and demands of whatever in respect of such liability.
- 15.9. Without prejudice to the foregoing provisions of the Agreement, the Contractor shall at the times comply with the rules laid down from time to time and communicated to the Contractor by the Trust relating to health and safety provisions, fire precaution procedures and any regulations at site premises and shall ensure that all its staff and all other parties working at the Trust Premises or attending at the same are aware of these rules.
- 15.10. The Contractor, on becoming aware, shall inform the Trust in writing of any hazards or defects or potential hazards within the Trust Premises and of any damage or destruction to the Trust Premises irrespective of the cause of the same.
- 15.11. The Trust shall be entitled to access and entry to the Trust Premises at any time for the purpose of inspection or for effecting repair and maintenance required to the same, provided that so doing causes as little inconvenience as possible and does not obstruct the Contractor's ability to carry out the services.
- 15.12. The Contractor shall at all times during the period this Agreement remains in force keep the Trust Premises clean and tidy and clear of all rubbish.
- 15.13. In the event that the Contractor shall contravene any of the conditions and provisions contained in this Part of the schedule with regard to use of the Trust Premises, such contravention shall be deemed to constitute a Default.