

MINUTE OF AGREEMENT

between

THE ABERDEENSHIRE COUNCIL

and

Name of community group

Date

Property:- Address where defib is to be sited

Head of Legal and Governance  
The Aberdeenshire Council  
Woodhill House  
Westburn Road  
ABERDEEN  
AB16 5GB  
REF:  
FAS 1269

## MINUTE OF AGREEMENT

between

THE ABERDEENSHIRE COUNCIL, a local authority incorporated under the Local Government etc (Scotland) Act 1994 and having its principal offices at Woodhill House, Westburn Road, Aberdeen, AB16 5GB (hereinafter referred to as "the Council")

and

Name and address of community group (hereinafter referred to as "the Community Group")

Whereas the Community Group has offered to provide a Public Access Defibrillator (PAD) for use by the community; and whereas Aberdeenshire Council has agreed to permit the installation of the PAD on the external wall of its building at the [ENTER NAME OF PLACE]; and whereas the parties wish to regulate their rights and obligations in respect of the PAD therefore the parties have agreed and do hereby agree as follows:-

1. The PAD will be supplied by the Community Group. The Community Group will brand the PAD and/or erect a sign next to the PAD to clearly show they are the owners of the PAD and that they, not the Council, are responsible for its operation, maintenance and management, including replacement (temporary or otherwise).
2. The parties will consult with Scottish Ambulance Service to identify a suitable location for the installation of the PAD.
3. The Community Group will be responsible for obtaining such permissions as are necessary e.g. planning consent for the installation of the PAD.
4. The Community Group shall be entitled, but not obliged, to effect insurance against all claims and liabilities which arise as the result of the non-compliance with any of their obligations contained in this Agreement.

5. The Council will not install a PAD unless and until the Community Group has entered into an Agreement with the Council for the mapping, maintenance and management of the PAD.
6. The Council will only install PADs on non-residential buildings and will not install a PAD on a Listed Building.
7. The Council will install the PAD on the agreed building. The Community Group will be responsible for the costs of installation.
8. The Council will maintain the building on which the PAD is located. In the event of the building on which the PAD is installed ceasing to become an operational Council building the parties will agree an alternative location and the Council will install the PAD at its new location all subject to conclusion of an agreement in terms similar to those hereof between the Council and the Community Group. The Community Group will be responsible for the costs of installation on the new building.
9. The Community Group will be responsible for the replacement of the PAD in the event it is damaged howsoever the damage is caused. The Council will maintain the building and will be responsible for the reinstallation costs of the PAD if required.
10. If the Community Group ceases to exist the Council will liaise with other community groups to ascertain whether another group is prepared to take on the Community Group's obligations under this agreement. In the event that no community group is prepared to take on said obligations the PAD will be removed.
11. The parties hereto can agree to vary the terms of this agreement at any stage. Any agreement to vary must be in writing and dated after the date hereof.
12. For the avoidance of doubt, the Council, by installing or allowing a PAD to be affixed to Council buildings, makes no guarantee or warranty as to the suitability or otherwise of the PAD. The Council excludes all or any liability, whether express or implied, howsoever arising. The Council and the Community Group agree to

continue to be bound by the terms of this clause which will continue to have effect notwithstanding the expiry or sooner termination of this agreement.

13. Subject to clause 12 herein, this agreement will continue for a period of 3 years and will be reviewed at the end of that period.

In witness whereof

Signed on behalf of the Council by .....

Authorised Officer

At .....

On .....

before this witness (witness details).

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Signed on behalf of the Community Group

By .....

At .....

On .....

before this witness (witness details):

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