



The Community HeartBeat Trust

PO Box 168, Haverhill, Suffolk, CB9 1AX

31st March 2017

Dear Alison

Please find enclosed 2 copies of the contract to sign and return to me at the address above.

I will have these signed and returned together with the copy of the original contract to complete the transfer of the kiosk.

Thank you for your help.

Kind regards

Vickie Joskow
The Community Heartbeat Trust
0845 8627739

The Community HeartBeat Trust

78 Loughborough Road
Quorn
Leicestershire
LE12 8DY

Dear Sirs,

Transfer of former telephone kiosk to you

Defibrillator site details: 01858 545334 Main Street, Tur Langton, Leicester, LE8 0PJ the "Kiosk"

On 04/10/2016 we purchased the Kiosk from British Telecommunications plc and a copy of the agreement is attached (the "Contract").

We now wish to wish to transfer all our rights, obligations and liabilities under the Contract to you on the terms set out below.

With effect from the date of this agreement therefore:

- In consideration of the payment of £1 (receipt of which is hereby acknowledged) we transfer all our rights and obligations under the Contract to you.
- You will perform the Contract and be bound by its terms in every way as if you were the Buyer (as defined in the Contract) in place of us.
- As between you and us, the following terms in the Contract shall apply to this agreement as if we are the Seller and you are the Buyer: clauses 3.4 and 3.5, clauses 5, 6, 7, 8, 9 and 10. In particular, you acknowledge that we shall be entitled to rely upon the limitations and exclusions in these clauses. In particular note the rights of access to electricity, and that BT have now laid stipulations that any defibrillator cabinet, or other device accessing the electrical supply, will require written permission from BT payphones following submission of a business case, and that said device must be a Class 2 electrical device (12-24v maximum), unless already in place and been installed as a result of installation by or in conjunction with, ourselves, whereby the electrical supply will have been granted by virtue of the relationship with ourselves. Electricity supply is, and remains, at behest of the BT terms and Conditions of supply.
- Any Emergency 999 telephone agreement will continue as per an independent contract, and is not assigned with this Agreement.
- Each of us releases the other from all its future obligations under the Contract.
- You agree to indemnify us against any losses, damages or costs we suffer or incur under or in connection with the Contract as a result of your failure to perform or satisfy your obligations under



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the Contract after the date of this agreement and in respect of any matters concerning the use of the Kiosk after the date of this agreement.

- The Contract will in all other respects continue on its existing terms.

This letter and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

Please sign and return the enclosed copy of this letter to acknowledge your agreement to the transfer of the Contract to you.

Yours faithfully,

.....
for and on behalf of CHT

We agree to the transfer of the Contract to us with effect from the date of this agreement the terms set out above.

Signed

for and on behalf of Tur Langton Parish Council, 56 Naseby Way, Great Glen, Leicester,
LE8 9GS

Date