

INSULATION INSTALLATION

CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall be entered into between the name of Insulation Installer>> or their successors and assigns, who require their services.

of insulation services by <<Insert name of Insulation Installer>> to customers that

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the meanings:

the context otherwise requires, the following meanings:

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| “Agreement” | comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation; |
| “Agreed Date” | the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1]; |
| “Agreed Times” | the time of the provision of the Services as agreed by the Parties [as set out in Schedule 1]; |
| “Business Day” | any day other than Saturday or Sunday) on which the Parties are open for their full range of services at the Insert location>>; |
| “Confidential Information” | any information, whether or not confidential, which is disclosed by the other Party pursuant to or in connection with the Agreement (whether orally or in writing, and whether or not the information is stated to be confidential or confidential in nature); |
| “Customer” | any person or entity that requires the Services subject to the Conditions and the Agreement being a consumer for the purposes of a consumer contract as defined by the Consumer Rights Act 2015; |
| “Final Fee” | any fee payable which shall be payable in accordance with Clause 4 of the Conditions; |
| “Job” | the provision in full of all of the Services; |
| “Order” | any initial request to acquire the Services from the Insulation Installer as described in the Conditions and Conditions; |
| “Products” | any materials required to render the Services as described in the Conditions and Conditions shall procure and supply the materials (as described in the Conditions); |

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| “Property” | the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to be performed; |
| “Quotation” | a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order; |
| “Quoted Fee” | the fee which will be quoted to the Customer in the quotation following the Order which may vary according to the actual work undertaken as set out in Clause 2 of these Terms and Conditions; |
| “Services” | the insulation installation services provided by the Installation Installer as detailed in Clause 5 of these Terms and Conditions; |
| “Visit” | any occasion, scheduled or otherwise, on which the Installation Installer shall visit the Property to render the Services; and |
| “Work Area” | the part of the Property within which the Services are to be provided. |

- 1.2 Unless otherwise stated, each reference in these Terms and Conditions to a singular noun includes a reference to the plural of that noun;
- 1.2.1 A reference to any electronic communication includes a reference to any communication made by electronic transmission or similar means;
- 1.2.2 A reference to a statute is a reference to that statute or to any statute or re-enacted at the relevant time;
- 1.2.3 A reference to “these Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;
- 1.2.4 A reference to “these Terms and Conditions” refers to these Terms and Conditions;
- 1.2.5 A reference to a Clause is a reference to a Clause of these Terms and Conditions (or the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 The words “parties” refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be construed upon the interpretation of these Terms and Conditions;
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References to gender shall include any other gender.
- 1.6 References to persons shall include corporations.

2. Orders

- 2.1 The Customer may place orders for their Services through <<insert method>> (e.g. internet etc.>>).

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2.2 When placing an Order, the Customer shall set out, in detail, the Services required. Details required shall include the location and size of the Property, the type of work required and the type(s) of insulation required. The Insulation Installer shall provide an Order form to the Customer which shall contain all required information.] [All such details are set out in

shall set out, in detail, the Services required. Details required shall include the location and size of the Property, the type of work required and the type(s) of insulation required. The Insulation Installer shall provide an Order form to the Customer which shall contain all required information.] [All such details are set out in

2.3 Once the Order is accepted by the Customer, they do not wish to accept the Order, they shall submit a Quotation which shall set out the details of the Services required respectively.

the Insulation Installer shall, unless they do not wish to accept the Order, they shall submit a Quotation for the Services required, prepare the Quotation either by email or first-class post and fee, detailed in Clauses 3 and 4

2.4 The Customer shall be bound by the terms and conditions of the Order to acceptance of the Order. The Insulation Installer shall only have effect if the Quotation is accepted by the Customer. They are included in the Quotation or, where the Quotation is not accepted, the Insulation Installer may otherwise agree in writing at a later date. The Quotation shall only remain valid for acceptance within <<number of days>> after it is issued by the Insulation

s to the Order and Quotation prior to acceptance of the Order by the Customer but changes to a Quotation if the Customer accepts a revised Quotation in which the Quotation is not accepted. The Customer may accept the Quotation, by telephone, email or first-class post. The Insulation Installer may otherwise agree in writing at a later date. The Quotation shall only remain valid for acceptance after it is issued by the Insulation

2.5 Notwithstanding the acceptance of an Order or the Customer's acceptance of a Quotation, no binding agreement shall exist or be enforceable until a Deposit has been paid by the Customer. The Deposit shall come into existence on the date of payment.

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2.6 Notwithstanding the acceptance of an Order or the Customer's acceptance of a Quotation, no binding agreement shall exist or be enforceable until a Deposit has been paid by the Customer. The Deposit shall come into existence on the date of payment.

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3. Deposit

3.1 At the time of acceptance of the Order or the Customer's acceptance of a Quotation, the Deposit shall be paid by the Customer.

not more than <<insert period e.g. 7 days>> after the date of execution of this Agreement, provided that it has not accepted any Deposit tendered after that date and to notify the Customer that the Deposit is not accepted.

3.2 Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.

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4. Fees and Payment

4.1 The Quoted Fee shall be the fee payable for the Services and for the Products estimated Products and Services. The Quoted Fee is further detailed in the Quotation.

able for the Services and for the Products estimated Products and Services. The Quoted Fee is further detailed in the Quotation.

4.2 The Insulation Installer shall use only the Products (and quantities) specified in the Quotation and the Agreement; however, if additional Products are required, the Final Fee shall be adjusted to reflect this. Any such adjustment shall be to a necessary minimum.

able endeavours to use only the Products (and quantities) specified in the Quotation and the Agreement; however, if additional Products are required, the Final Fee shall be adjusted to reflect this. Any such adjustment shall be to a necessary minimum.

4.3 In the event that the Insulation Installer or costs of the Services increase during the period between acceptance of the Quotation and the commencement of the Services, the Insulation Installer shall inform the

to be procured by the Insulation Installer or costs of the Services increase during the period between acceptance of the Quotation and the commencement of the Services, the Insulation Installer shall inform the

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Customer shall be liable for payment of any difference in the Final Fee.

4.4 The Insulation Installer shall invoice the Customer for the Final Fee when the work is complete.

4.5 All invoices shall be paid within <<insert period e.g. 14 days>> of receipt by the Customer.

4.6 Any sum not paid following the expiry of the time period set out in 4.5 shall incur interest on a daily basis at <<insert interest rate>> or the base rate of <<insert name of bank>> obtaining at the time of payment.

5. Services

5.1 The Services shall be provided in accordance with the specification set out in the Agreement (as may be amended by mutual agreement).

5.2 The Insulation Installer shall provide plans, diagrams or similar documents in advance of the start of the Job. Any such material is intended for illustrative purposes only and shall not constitute an exact specification of the Job nor to guarantee any particular result.

5.3 The Insulation Installer shall ensure that the Services are rendered with reasonable care and to a reasonable standard which is in accordance with good practice.

5.4 The Insulation Installer shall ensure that neither the Work Area nor any other parts of the Property shall be damaged as a result of their rendering of the Services. Any damage that may occur shall be made good at no additional cost to the Customer prior to completion of the Job.

5.5 The Insulation Installer shall ensure that they comply with any and all relevant codes of practice and regulations.

5.6 While the Job is in progress, the Insulation Installer shall ensure that furniture, fixtures and fittings in the Work Area that are not the subject of the Services are protected for the duration of the Job.

5.7 [The Insulation Installer shall properly dispose of all waste that results from the Job.]

5.8 Following completion of the Job the Customer shall have a period of <<insert period>> to inspect the completed work and to notify the Insulation Installer of any defects. The Insulation Installer shall correct any defects at no cost to the Customer.

6. Customer's Responsibilities

6.1 If any other permissions are needed from any third parties (e.g. planning authorities, local authorities or similar), it shall be the responsibility of the Customer to obtain the same in advance of the start of the Job.

6.2 The Customer shall ensure that the Insulation Installer can access the Property at the Agreed Times to render the Services.

6.3 The Customer shall have the option of giving the Insulation Installer a set of keys to the Property to be present at the Agreed Times to give the Insulation Installer warrants that all keys shall be kept safe and returned to the Customer.

- 6.4 The Customer shall ensure that the Insulation Installer has access to electrical outlets and a supply of water.
- 6.5 The Customer must give the Insulation Installer at least <<insert period e.g. 24 hours>> notice if they are unable to provide the Services on a particular day. The Insulation Installer will not invoice for cancelled Services if notice is given. If less than <<insert period e.g. 24 hours>> notice is given, the Insulation Installer shall invoice the Customer at the Insulation Installer's standard rate.
7. **Cancellation**
- 7.1 The Customer may cancel the Job at any time before the Agreed Date. The Insulation Installer shall issue a full refund of all sums paid, if the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date. The Insulation Installer shall retain all sums paid, including the Deposit and shall deduct all such sums from any balance payable on the rescheduled Job.
- 7.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date the Insulation Installer shall refund the Deposit.
- 7.1.2 If the Customer cancels the Job more than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Insulation Installer shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued.
- 7.1.3 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Insulation Installer shall retain all sums paid and any outstanding balance shall be immediately payable. No refund shall be issued. The outstanding balance will count toward the fees and the Job.
- 7.1.4 If the Customer cancels the Job at any time before the Agreed Date and shall refund the Deposit.
- 7.1.5 If the Customer cancels the Job at any time before the Agreed Date and shall refund the Deposit.
- 7.1.6 If the Customer cancels the Job at any time before the Agreed Date and shall refund the Deposit.
- 7.2 The Insulation Installer shall refund the Deposit.
8. **Liability, Indemnity and Insurance**
- 8.1 The Insulation Installer shall have in place at all times suitable and valid insurance, including public liability insurance.
- 8.2 The Insulation Installer shall be liable for any loss or damage caused as a result of their negligence under the Terms and Conditions or of the Agreement shall be <<insert period e.g. 24 hours>>.
- 8.3 The Insulation Installer shall be liable for any loss or damage suffered by the Customer which results from the Insulation Installer's failure to follow any instructions given by the Insulation Installer.

- 8.4 Nothing in these Conditions or in the Agreement shall limit or exclude the Insulation Installer's liability for death or personal injury.
- 8.5 Subject to the Insulation Installer's liability, damages, loss, claims or proceedings arising out of the Insulation Installer's rendering of the Services or any breach of these Terms and Conditions.
- 8.6 The Insulation Installer shall indemnify the Insulation Installer against any costs, damages, loss, claims or proceedings arising out of the Customer's negligence or any other breach of these Terms and Conditions.
9. **Guarantee**
- 9.1 The Insulation Installer guarantees that the product of all Services provided shall be free from all defects for a period of <<insert period e.g. 12 months>> from the start of the Job.
- 9.2 If any defects of the Services appear during the guarantee period, the Insulation Installer shall rectify any and all such defects to the satisfaction of the Customer.
10. **Data Protection**
- 10.1 The Insulation Installer shall not use the Customer's personal data as set out in the <<insert document name, e.g. Privacy Notice>> without the Customer's prior written consent(s)>>.
11. **Confidentiality**
- 11.1 Except as required by law, the Insulation Installer shall not disclose Confidential Information to any third party, except as authorised in writing by the other Party, at any time during the continuance of the Agreement and [<<insert number of years>>] after its termination:
- 11.1.1 Confidential Information;
- 11.1.2 Confidential Information to any other party;
- 11.1.3 Confidential Information for any purpose other than as authorised in writing by the other Party, subject to the terms of the Agreement;
- 11.1.4 Confidential Information of, record in any way or part with possession of Confidential Information; and
- 11.1.5 Confidential Information of its directors, officers, employees, agents, sub-contractors or any other person who does any act which, if done by that Party, would be in breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party shall not disclose Confidential Information to:
- 11.2.1 Any third party, except as authorised in writing by the other Party;
- 11.2.2 Any government, regulatory or other authority or regulatory body; or
- 11.2.3 Any director, officer or employee of that Party or of any of the third parties, parties or bodies;
- 11.2.4 Any third party, except as necessary for the purposes contemplated by the Agreement, but not limited to, the provision of the Services required by law. In each case that Party shall first obtain the written consent of the Party or body in question that the Confidential Information may be disclosed.

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13.1. If an individual or firm, has a bankruptcy order made against it, or if a company, goes into liquidation (except for the purpose of a re-organization, amalgamation or re-construction and in such case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Agreement;

13.1.2. If any of the foregoing under the law of any jurisdiction, shall be a breach of the Agreement in relation to that other Party;

13.1.3. If any of the foregoing, or threatens to cease, to carry on business; or

13.1.4. If any of the foregoing, the other Party is acquired by any person or connected with that other Party on the date of the breach, for the purposes of this Clause 13, "control" and "acquired" shall have the meanings ascribed thereto by sections 22 respectively of the Corporation Tax Act 2010.

13.2 For the purposes of sub-Clause 13.1.2, a breach shall be considered capable of remedying the breach if the other Party can comply with the provision in question in all respects.

13.3 Where a breach of the Agreement under sub-Clause 13.1, the other Party has received from it shall be refunded it in full, and it shall also be liable to pay the amount(s) payable under the Agreement.

13.4 The provisions of this Agreement shall not prejudice any other right or remedy of the other Party in respect of the breach concerned (if any) or any other breach of the Agreement.

14. Effects of Termination

Upon the termination of the Agreement for any reason:

14.1 any sums payable by the other Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

14.2 all Clauses of the Agreement, whether expressly or by their nature, relate to the period after the termination of the Agreement shall remain In full force and effect;

14.3 termination of the Agreement shall not prejudice any right to damages or other remedy which the other Party may have in respect of the event giving rise to the termination, or to damages or other remedy which any Party may be entitled to in respect of a breach of the Agreement which exist at or before the date of termination.

14.4 subject to Clause 14 and except in respect of any accrued rights or obligations of the other Party under any further obligation to the other; and

14.5 each Party shall, to the extent referred to in Clause 11) immediately upon termination, or indirectly, any Confidential Information, and shall deliver to the other Party any documents in its possession or control containing any Confidential Information.

15. No Waiver

No failure or omission to exercise any of its rights under the Agreement shall be deemed to be a waiver of any subsequent breach of the Agreement, and no waiver by either Party of a breach shall be deemed to be a waiver of any subsequent breach of the Agreement.

16. **Further Assurance**

Each Party shall execute all deeds, documents and things as may be necessary to carry the Agreement into full force and effect.

17. **Costs**

Subject to any provisions incidental to the negotiation of the Agreement.

18. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of the Agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party shall, without the prior written consent of the other Party, assign, charge (otherwise than by way of a floating charge) or sub-contract any of its obligations thereunder, or sub-contract any of its obligations thereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.]

19.2 [The Insulation Installer shall be deemed to be an agent of the Party for the purposes of the Agreement, be it in writing or otherwise.]

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not intended to be binding on the Parties by mutual agreement between them.]

21. **Relationship of the Parties**

Nothing in the Agreement shall constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated in the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be binding on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

23. **Notices**

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.

- 23.2 Notice must have been duly given:
- 23.2.1 If delivered by courier or other messenger (including normal business hours of the recipient; or
- 23.2.2 If sent by e-mail and a successful return receipt is received on the business day following mailing, if mailed by national post, postage prepaid..
- In each case, the notice must be addressed to the most recent address or e-mail address of the Party.
24. **Entire Agreement**
- 24.1 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by an instrument in writing authorised by the authorised representatives of the Parties.
- 24.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any warranty or other provision except as expressly stated in the Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted.
25. **Counterparts**
- The Agreement may be executed in any number of counterparts and by the Parties separately. Each of which when so executed and delivered shall be deemed to be a counterpart of the other counterparts together shall constitute one and the same instrument. All counterparts shall be effective until each Party has executed at least one counterpart.
26. **Severance**
- In the event that any provision of the Agreement and/or of these Terms and Conditions is held to be unlawful, invalid or otherwise unenforceable, that provision shall be severed from the remainder of the Agreement and the remainder of the Agreement and/or these Terms and Conditions shall remain valid and enforceable.
27. **Dispute Resolution**
- 27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement by negotiations between their appointed representatives who have agreed to attempt to resolve such disputes.
- 27.2 [If negotiations under Clause 27.1 do not resolve the matter within 30 days of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure.]
- 27.3 [If the dispute is not resolved under sub-Clause 27.2 does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not attempt to resolve the dispute, the dispute may be referred to arbitration.]
- 27.4 The seat of the arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration in the Parties. In the event that the Parties are

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28. **Law and Jurisdiction**

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of >> [a company registered in <<Country of Registration>> with Company Registration Number>> whose registered office is at] <<insert Address>> ("the Insulation Installer") and
- (2) <<Name of >> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>>

WHEREAS:

- (1) The Insulation Installer agrees to provide insulation installation services and hereby agrees to provide those services herein ("the Services") in accordance with, and subject to, the Terms and Conditions, the Quotation and this Agreement.
- (2) The Customer agrees to accept the Insulation Installer's services in accordance with, and subject to, the Terms and Conditions and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all documents, including but not limited to the Terms and Conditions, the Quotation and the Services, shall be deemed to constitute a contract for the provision of the Services between the Insulation Installer and the Customer.
- 1.2 By execution of this Agreement on <<insert date>>, the Parties hereby agree to be bound by the Terms and Conditions, the Quotation and the Services.
- 1.3 This Agreement shall be in full effect upon its execution by both Parties and payment of the agreed sum.

2. The Services

The Services shall be provided during the period from the Agreed Date of <<insert date>> and shall be provided at the Property located at <<insert address>> during the period of <<insert times>>.

| Specification / Description of Services | Relevant Dates / Times |
|---|------------------------|
| | |

3. Fees and Payment

<<Insert full details of the fees and payment terms as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes);
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby declares that an electronic signature will be as conclusive of a Party's intention as a manuscript signature and that the Agreement as signed by that Party by means of an electronic signature shall be binding on that Party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the Agreement has been duly executed the day and year first above written.

SIGNED by
<<Name and Title of Party signing by electronic signature>>
for and on behalf of <<Name of Party signing by manuscript signature>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of Party signing by electronic signature>>
for and on behalf of <<Name of Party signing by manuscript signature>>

In the presence of
<<Name & Address of Witness>>