

## Template of Agreement between Scottish Water and Utility Connection Provider

A signed agreement between Scottish Water and the Utility Connection Provider and is part of the accreditation process. Work cannot be undertaken under the scheme without this being in place.

**THIS AGREEMENT** is made between:

**SCOTTISH WATER**, a body corporate established in terms of the Water Industry (Scotland) Act 2002 and having a place of business at The Bridge, 6 Buchanan Gate, Glasgow, G33 6FB (**SW**); and

..... whose registered office is at .....  
(the Company)

### WHEREAS:

- A. SW is a public water supplier in Scotland.
- B. SW is a party to Wholesale Services Agreements with certain Licensed Providers, in terms of which those Licensed Providers are entitled to provide specified water metering services and water connection services in respect of their customers' Eligible Properties.
- C. In providing those services, such a Licensed Provider must (if not itself appropriately Accredited) engage a utility connection provider (also known as a "UCP") which is suitably Accredited to carry out the necessary work activities.
- D. The Company is, or is seeking to become, an Accredited Entity, and intends to undertake UCP Works.
- E. It is a requirement of SW and WIRS that each Accredited Entity enters into an agreement with SW before commencing any UCP Works.

**NOW IT IS AGREED** as follows:

### 1. Definitions and Interpretations

- 1.1 For the purposes of this agreement (including the recitals), the following terms have the meanings specified:

**2005 Act** means the Water Services etc. (Scotland) Act 2005;

**Accredited** means independently evaluated and accredited by LRQA (formerly 'Lloyds Register'), or other accrediting body under WIRS, as competent to carry out UCP Works or certain categories of UCP Works (whether or not also accredited in relation to other activities);

**Accredited Entity** means a company which is currently Accredited;

**Codes** means the Operational Code, the Disconnections Document and the Market Code (as defined in the Operational Code);

**Commission** means the Water Industry Commission for Scotland;

**Connections Activity** means activities relating to the making of a connection to the Public Water Supply System in respect of Eligible Properties consistent with the scope of works set out in the WIRS Requirements Document, as it applies in Scotland;

**Controller** has the same meaning specified in the Data Protection Act 2018;

**Data Protections Laws** means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR;

**Damage to Property** has the meaning specified in clause 2.2 (c);

**Defect** has the meaning specified in clause 4.2;

**Disconnections Document** means the code made by the Commission pursuant to section 19 of the 2005 Act, as in force from time to time and supplemented by any disconnections guidance published by the Commission from time to time;

**EISR** means the Environmental Information (Scotland) Regulations 2004 and any subordinate legislation made under those Regulations from time to time together with any guidance and/or codes of practice issued by Scottish Ministers or the Scottish Information Commissioner in relation to such legislation;

**Eligible Property** means (a) any premises which are eligible premises within the meaning of section 27 of the 2005 Act, and (b) any site on which a development comprising eligible premises (within the meaning of the said section 27) is being, or is going to be, carried out);

**FOISA** means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by Scottish Ministers or the Scottish Information Commissioner in relation to such legislation;

**Force Majeure** means, in relation to any Party, any event or circumstances (or combination of events or circumstances) not reasonably foreseeable by such Party which is beyond the reasonable control of the Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement, but: (a) a strike, lockout or other industrial action by a Party's own employees (unless forming part of a United Kingdom or Scotland-wide strike) shall not be Force Majeure; and (b) the act or omission of any agent or sub-contractor of a Party shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of this definition if such person were the affected Party;

**Good Industry Practice** means the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

**Insolvency Event** means (a) where the Company is an individual, if a petition is presented for the Company's bankruptcy or the sequestration of the Company's estate or a criminal bankruptcy order is made against the Company, or the Company is apparently insolvent, or makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage the Company's affairs;(b)where the Company is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in **Error! Reference source not found.** or **Error! Reference source not found.** of this definition occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Company to be wound up as an unregistered company; (c) If (i) the Company proposes or passes a resolution for winding up or dissolution or proposes or passes a resolution or takes any step in connection with the appointment of any such officer set out in **Error! Reference source not found.** below (otherwise than for the purposes of and followed by an amalgamation or reconstruction); or (ii) a court makes an administration order or a winding up order; or (iii) the Company makes a composition or arrangement with its creditors or submits to its creditors or any of them a proposal under Part 1 of the Insolvency Act 1986; or (iv) an administrator, administrative receiver, receiver, manager, provisional liquidator, interim liquidator, liquidator, monitor or supervisor is appointed to the Company or in respect of any of its business or assets by a creditor or by the court; or (v) possession is taken of any of the Company's property under the terms of a floating charge; or (vi) the Company makes any application for, or becomes subject to, a moratorium under Part A1 of the Insolvency Act 1986; or (vii) the Company is struck off or dissolved or otherwise ceases to maintain its corporate existence;

**Law** means any Act of Parliament or of the Scottish Parliament, any statutory instrument or other subordinate legislation of either parliament, any exercise of the Royal Prerogative, any applicable guidance, direction or determination with which a Party is bound to comply and any applicable judgement or decree of a relevant court of law which creates binding precedent in Scotland;

**Licensed Provider** means a water services provider, as defined in section 6(2) of the 2005 Act, which is entitled under its Wholesale Services Agreement to provide Water Metering Services and Water Connection Services (as defined in that Wholesale Services Agreement);

**Metering Activity** means activities undertaken by an Accredited Entity relating to SW revenue meters in respect of Eligible Properties consistent with the scope of works set out in the WIRS Requirements Document, as it applies in Scotland;

**Meter Installation** means UCP Works comprising the installation of a new water meter, other than an installation carried out as part of, or associated with, provision of a water connection to which Process 1B, 3B or 5B2 of the Operational Code applies;

**Operational Code** means the code designated as such by or under the Water Services (Codes and Services) Directions 2007, as in force from time to time;

**Parties** references to a "Party" means a party to this Agreement, and reference to SW shall be deemed to include a reference to any organisation or entity which has taken over the functions or responsibilities of SW;

**Personal Data** has the same meaning specified in the Data Protection Act 2018;

**Processor** has the same meaning specified in the Data Protection Act 2018;

**Public Water Supply System** has the meaning specified in section 28 of the 2005 Act;

**Remediation Period** means, in relation to any UCP Works, a period of two years (the "Two Year Period") commencing on the Remediation Period Start-Date except to the extent that any notice given under clause 4.3 specifies a period (the "Period") during which a Defect or Damage to Property must be made good and/or corrected and the Period extends beyond the Two Year Period and in such circumstances the Remediation Period shall be extended for the duration and purpose of the notice provided under clause 4.3;

**Remediation Period Start-Date** means, in relation to any UCP Works, the date on which the carrying out of the work or other activity comprised in such UCP Works is substantially completed, except in the case of a Meter Installation where the Remediation Period Start- Date shall be the later of such date as aforesaid and the date on which SW takes ownership of the meter under the SW Meter Code of Practice;

**Standards and Guidance** has the meaning specified in clause 2.1(b);

**UCP Works** means all or any activities relating to Metering Activity or Connections Activity for which a person can be Accredited, and all works ancillary to, or associated with, such activities;

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

**Wholesale Services Agreement** means an agreement entered into pursuant to section 16 of the 2005 Act;

**WIRS** means the Water Industry Registration Scheme, or other accreditation scheme approved by SW, as amended from time to time;

**WIRS Requirements Document** means the document of that name setting out (*inter alia*) the requirements which contractors need to meet for accreditation under WIRS.

1.2 In this Agreement:

- (a) any reference to any enactment (including any subordinate legislation or byelaws) shall be construed as a reference to the enactment as amended, replaced, consolidated or re-enacted, and as including any orders, regulations, byelaws, directions, codes of practice or other delegated or subordinated legislation made under that enactment;
- (b) the words "include" and "including" are to be construed without limitation to the

generality of the preceding words;

- (c) the Clause, Sub-Clause, Schedule and (where provided) paragraph headings in the body of this Agreement are not be taken into account in its interpretation;
- (d) any reference in this Agreement to any other document shall include reference to such document as duly amended, supplemented, substituted, novated or assigned from time to time but, where applicable, subject to the provisions of this Agreement;
- (e) Words in the singular shall include the plural and vice versa; and
- (f) person: any reference to a person includes partnerships, unincorporated associations, corporations, governments, governmental agencies and departments, statutory bodies and other entities;

1.3 If there is any conflict between the following, the order of precedence shall be:

- (a) The Law;
- (b) The Codes;
- (c) The WIRS Requirements Document;
- (d) The Standards and Guidance; and
- (e) This Agreement.

## 2. **General standards for Company's work**

2.1 The Company agrees that if it is engaged as an Accredited Entity by a Licensed Provider to undertake UCP Works, it shall carry out and complete the relevant work (including the provision of information and data to the Licensed Provider):

- (a) in compliance with WIRS, including the WIRS Requirements Document;
- (b) in compliance with all published SW or national technical and procedural standards, specifications and codes of practice, as amended from time to time (Standards and Guidance), including without limitation:
  - (i) SW's Water Connections Code for Scotland (which outlines the requirements for Accredited Entities who are undertaking new water supply connections in Scotland);
  - (ii) SW's Meter Code of Practice (which outlines the requirements for Accredited Entities who are undertaking metering service activities in relation to Eligible Properties in Scotland); and
  - (iii) SW's Distribution, Operations & Maintenance Strategy (DOMS) (which sets out SW's operational requirements for managing the water network distribution system).
- (c) in compliance with all applicable legal and regulatory requirements (including any

requirement regarding the giving of notice or the obtaining of any consent or licence (other than obtaining permission from the customer of the Licensed Provider));

- (d) in a manner consistent with the requirements of the Operational Code and (where relevant) the Disconnections Document;
- (e) in a manner that:
  - (i) avoids danger, and minimises disturbance, to the public;
  - (ii) is not likely to be injurious to health, or to cause damage to property; and
  - (iii) does not adversely affect the existing Public Water Supply System or the water therein;
- (f) in a manner consistent with SW discharging its statutory duties and its core functions (as defined in section 70(2) of the Water Industry (Scotland) Act 2002 as amended by the Water Resources (Scotland) Act 2013); and
- (g) in accordance with Good Industry Practice and the Law.

## 2.2 The Company shall:

- (a) not undertake any UCP Works which fall within the parameters of a WIRS registration scope for which the Company is not Accredited;
- (b) inform SW as soon as reasonably practicable if, at any time, it becomes unable to perform its obligations under clause 2.1 in respect of any UCP Works which it is undertaking or due to undertake, including where such inability to perform is caused by the actions or instructions of the relevant Licensed Provider; and
- (c) notify SW of any damage to property caused by the carrying out of UCP Works by the Company (**Damage to Property**).

## 2.3 The Company shall indemnify SW against:

- (a) any claim or action by any third party (including any Licensed Provider) against SW; and
- (b) liability of every kind for breach of any Act, regulation, the Codes, code of practice, byelaw or other requirement in this Agreement

which arises out of any failure by the Company to carry out UCP Works in accordance with the requirements of this Clause 2 (General standards for Company's work).

## 3. **Suspension of work**

SW may direct the Company to suspend UCP Works if:

- (a) the works are not being carried out in accordance with the requirements of Clause 2 (General standards of Company's work) in any material respect, or are being carried out incorrectly as a result of incorrect instructions to the Company by a Licensed Provider;
- (b) there is an unplanned interruption to the supply of water through the Public Water Supply System, and the continuation of the works is likely to delay or prevent the resumption of supplies;
- (c) continuation of the work is likely to be injurious to health or the quality of a public drinking water supply, or likely to cause a failure of, or damage to, the Public Water Supply System;
- (d) any other reason which SW may, acting reasonably, determine at its sole discretion which shall include a Force Majeure event.

#### 4. **Correcting damage and defects**

- 4.1 During the Remediation Period SW may by notice require the Company to make good, at the Company's own cost and expense, any Damage to Property (whether or not notified by the Company under clause 2.2(c)).
- 4.2 During the Remediation Period if SW gives notice to the Company that UCP Works which it carried out have a defect or fault which is due to design, materials, goods, equipment or workmanship (a **Defect**), the Company shall correct the Defect at its own cost and expense
- 4.3 Any notice under clause 4.1 or 4.2 must specify the period within which the Damage to Property or Defect (as the case may be) must be made good or corrected.
- 4.4 Where, in respect of any Damage to Property or Defect:
  - (a) SW gives notice to the Company under clause 4.1 or 4.2 and the Company fails to comply with the notice within the period specified by SW under clause 4.3; or
  - (b) SW considers it requisite or expedient that the Damage to Property or Defect be made good or corrected (as the case may be) as soon as possible, then

SW may have the Damage to Property or Defect made good or corrected by persons other than the Company and, where clause 4.4(b) applies, may do so without giving notice to the Company under clause 4.1 or 4.2. If SW exercises its right under this clause 4.4, the Company will pay the reasonable costs incurred by SW (including reasonable administrative costs, incidental expenses and any associated losses) which SW may recover as debt.

- 4.5 Where SW seeks to recover the reasonable costs incurred by SW (including reasonable administrative costs, incidental expenses and any associated direct losses) under this Clause 4 (Correcting damage and defects) then SW shall invoice the Company for the sum due once it has been ascertained by SW and the Company shall make payment within 30 days (other than

a sum disputed in accordance with Clause 10 (Disputes)).

4.6 The Company's liability under this Clause 4 (Correcting damage and defects) are without prejudice to its liability under clauses 5.4, 5.5, 6.2 and 6.3.

## 5. **Insurance and Limitation of Liability**

5.1 The Company shall at all times effect and maintain with insurers regulated by the Financial Services Authority insurance policies which cover:

- (a) loss or damage to SW's property to a minimum limit of indemnity of £1,000,000;
- (b) loss or damage to plant, materials and equipment provided by SW to a minimum limit of indemnity of £20,000;
- (c) loss or damage to property (other than SW's property, plant, materials and equipment) and bodily injury to or death of a person (not an employee of the Company) arising from or in connection with the UCP Works to a minimum limit of indemnity £5,000,000 for any one incident; and
- (d) bodily injury to or death of employees of the Company arising from or in connection with the UCP Works to a minimum limit of indemnity £10,000,000 for any one incident.

5.2 The Company shall, upon request, produce documentary evidence to SW that the above insurance cover remains in place.

5.3 Neither Party shall be liable to the other Party, as a result of breach of this Agreement, in respect any consequential or indirect loss of any nature whatsoever, howsoever caused, even if it was reasonably foreseeable, and irrespective of whether it is caused by the other Party's negligence.

5.4 The maximum aggregate liability of the Company to SW under clause 2.3 shall be limited, in relation to any one incident, to the sum of £5,000,000.

5.5 Nothing in this Agreement shall exclude or limit liability of either Party for:

- (a) death or personal injury caused by that Party or any of its officers, employees, sub-contractors or agents;
- (b) loss or damage to property (inclusive of Damage to Property as defined in clause 2.2(c)) resulting from the negligence, default, breach of contract, breach of any statutory duty caused by that Party or any of its officers, employees, sub-contractors or agents; and
- (c) fraud or fraudulent misrepresentation; or
- (d) any breach of any obligations implied by the Law which may not be limited or excluded.

## 6. **Recovery of excess charges**

6.1 This clause 6 applies where:

- (a) the Company charges a Licensed Provider for carrying out UCP Works as contractor



for the Licensed Provider;

- (b) the Licensed Provider recovers those charges from SW under the Wholesale Services Agreement between SW and the Licensed Provider; and
- (c) the extent of the UCP Works carried out, and charged for, by the Company is greater than the scope of UCP Works prescribed in the standards and guidance.

6.2 Where this Clause 6 applies (Recovery of excess charges), the Company shall be obliged to repay to SW an amount equal to the difference between (i) the charges recovered by the Licensed Provider from SW, and (ii) the amount of charges which would have been recoverable from SW if the extent of the UCP Works carried out by the Company had been the same as the scope of UCP Works authorised or approved by SW pursuant to the Operational Code and shall be recoverable as a debt.

6.3 Where SW seeks the recovery of excess charges under this Clause 6 (Recovery of excess charges) then SW shall invoice the Company for the sum due once it has been ascertained by SW and the Company shall make payment within 30 days (other than a sum disputed in accordance with Clause 10 (Disputes)).

6.4 The Company's obligations under this Clause 6 (Recovery of excess charges) are without prejudice to its liability under clauses 4.4, 4.5, 5.4 and 5.5.

## 7. **Freedom of Information**

7.1 The Parties acknowledge that SW may release any information in compliance with its obligations under FOISA and/or EISR (together under this clause 7 "the Legislation").

7.2 SW must act in accordance with the Legislation but in deciding whether to release any information in response to a request for information may, at its sole discretion and where practicable, take into account any opinion of the Company as regards commercial confidentiality and, in particular, any reasons given to support such exemption. Where SW seeks to consult the Company in connection with a request for information made under the 2002 Act the Company will facilitate SW's compliance with the Legislation by consulting timeously with SW.

7.3 The decision of the SW in the interpretation of the Legislation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under the terms of the Legislation, any other law, or, as a consequence of judicial order, or order by any court or tribunal with authority to order disclosure.

7.4 When disclosing information under the Legislation it is recognised by both Parties that the SW is unable to impose any restriction upon the information that it provides, and that disclosure may be required without prior consultation with the Company. Such disclosure shall not be treated as a

breach of this Agreement and no liability will accrue to SW thereon.

## 8 Data Protection

- 8.1 To the extent that each party discloses Personal Data to the other party, it will ensure that such disclosure is fair, lawful and transparent in the context of the purposes for which the Personal Data is to be processed by the receiving party and otherwise complies with the requirements of the Data Protection Laws.
- 8.2 Without prejudice to clause 8.1, if either party ("Processor") acts as a processor of Personal Data for the other party ("Controller") in relation to any activities under this Agreement then:-
- (a) the Processor shall process such Personal Data only for the purposes of this Agreement and subject to any express written instructions of the Controller from time to time, and otherwise on such terms relating to the processing as the Controller may reasonably specify in writing;
  - (b) the Processor shall assist the Controller in complying with its obligations under the Data Protection Laws and in demonstrating such compliance, including documenting and agreeing in writing any particular aspects of the processing, to the extent reasonably required to do so by the Controller; and
  - (c) the provisions of Articles 28(2), 28(3)(a) to (h) of the UK GDPR shall be incorporated into the Agreement mutatis mutandis by way of a direct contractual obligation on part of the Processor to the Controller.

## 9 Notice

- 9.1 Any notice to be given under this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be delivered by prepaid first class post, recorded delivery, e-mail or hand-delivered (or to such other persons/addresses as either party may notify the other in writing from time to time):

Scottish Water:

Post: Scottish Water, The Bridge, 6 Buchanan Gate, Stepps, Glasgow G33 6FB

Email address: [meteringservices@scottishwater.co.uk](mailto:meteringservices@scottishwater.co.uk)

The Company

Post: .....

Email address: .....

9.2 All notices are to be served by email in the first instance, unless otherwise agreed with SW.

9.3 A notice shall be deemed to have been received:

- (a) if sent by prepaid first class post or recorded delivery, two Business Days from the date of posting;  
or
- (b) if delivered by hand, on the same day if delivered by 4.00pm on a Business Day, or on the next Business Day if delivered after 4.00pm (business day being a Monday to Friday on a day that is not a public holiday in the place of receipt)
- (c) if sent by email, that the email was addressed to the relevant party at the email address notified for the receipt of notices.

9.4 In proving service, it shall be sufficient to prove:

- (a) that the envelope containing the notice was addressed to the relevant party at its address previously notified for the receipt of notices (or as otherwise notified by that party) and delivered either to that address or into the custody of the postal authorities as pre-paid first-class post, recorded delivery or registered post; or
- (b) if sent by email, that the email was addressed to the relevant party at the email address previously notified for the receipt of notices.

## **10. Disputes**

- 10.1 All questions, disputes or differences which may arise at any time in relation to this Agreement (**Dispute**) shall be referred in the first instance to a director or senior manager of each party who will attempt in good faith to resolve any issue.
- 10.2 If the designated representatives have not settled the Dispute within ten days of their first attempt to resolve the matter, they shall consider whether, and if so how, the Dispute shall be referred to alternative dispute resolution.
- 10.3 If the parties do not agree upon reference to alternative dispute resolution within five days, they shall have no further obligation to follow the foregoing resolution procedure, and formal court proceedings may be commenced with regard to the Dispute.
- 10.4 This clause 10 shall not impose any pre-condition on either party or otherwise prevent or delay either party from commencing court proceedings in relation to any Dispute in which that party requires either (i) an order (whether interlocutory or final) restraining the other party from doing any act or compelling the other party to do any act, or (ii) a decree for a liquidated sum to which there is no stateable defence.

## 11. Termination

11.1 Upon the occurrence of a Company Default, and at any time after such occurrence and while the Company Default is continuing, SW may give notice to the Company terminating this Agreement with immediate effect or with effect from the date which is specified in the notice.

11.2 A Company Default shall include the following:

- (a) Where the Company fails to pay any sum due to SW under this Agreement (other than a sum disputed in accordance with Clause 10 (Disputes)) within 30 days of being invoiced;
- (b) If the Company shall have committed a material breach of this Agreement and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the SW in writing to do so (or such longer or extended period as the SW may determine) SW may terminate this Agreement with immediate effect;
- (c) If the Company shall have committed a material breach incapable of remedy; or
- (d) If the Company has suffered an Insolvency Event;

11.3 Except to the extent detailed in clauses 11.1 and 11.2, neither SW nor the Company shall be entitled to terminate this Agreement other than with the consent of the other Party.

## 12. General

12.1 Except as set out in clause 3, WIRS or the Standards and Guidance, SW shall have no authority to give instructions to, or supervise, the Company or any employee, agent or sub-contractor of the Company in relation to the carrying out of UCP Works (but without prejudice to SW's statutory powers and discretions).

12.2 The Company acknowledges that if it is appointed by a Licensed Provider to undertake UCP Works, SW will not be the employer of the Company and will not be the Client for the purposes of the Construction Design and Management Regulations 2015.

12.3 The Company must verify that any entity instructing it to carry out UCP Works as its contractor is a Licensed Provider. A list of Licensed Providers is available on [www.scotlandontap.gov.uk](http://www.scotlandontap.gov.uk) or [www.watercommission.co.uk](http://www.watercommission.co.uk), and a list of Licensed Providers is available from SW on request.

12.4 The Company may not bind SW in any way in its dealings with the Licensed Provider, the Licensed Provider's customer or client, or any other person, and will not hold itself out as acting as agent or contractor for SW.

12.5 In the event of any unsatisfactory UCP Works or any other non-compliance with this Agreement on the part of the Company, SW shall be entitled to notify the matter to administrators of WIRS.

- 12.6 This indemnity in Clause 2 (General standards of Company's work) shall survive termination or expiry of this Agreement.
- 12.7 The provisions of this Agreement are without prejudice to the rights and responsibilities of the accreditation body under WIRS in relation to assessing, auditing, monitoring and investigating Accredited Entities and UCP Works.
- 12.8 Neither Party may assign, transfer or novate (whether outright or in security) any or all of its rights or obligations under this Agreement without the prior written of the other Party which shall not be unreasonably withheld.
- 12.9 The construction, validity and performance of this agreement shall be governed by Scots law, and, subject to Clause 10 (Disputes), the parties submit to the exclusive jurisdiction of the Scottish courts.

**IN WITNESS WHEREOF**, this Agreement consisting of this and the preceding 12 pages is executed as follows:

Subscribed on behalf of SCOTTISH WATER

by.....

one of its directors (signature).....

at.....

on.....

before this witness:

Signature: .....

Name: .....

Address: .....

.....

Subscribed on behalf of .....

by.....

one of its directors (signature).....

at .....

on.....

before this witness:

Signature: .....

Name:.....

Address: .....

.....