

## SCHEDULE

### SOLAR PANELS

#### TENANCY PROVISIONS

- A This schedule applies to houses with solar panels (defined as PV Systems below) on their roof and contains legally binding obligations.
- B The Tenant should read all of the schedule before agreeing to be bound by its terms.
- C The key points of this schedule are as follows:
- (i) the Tenant is agreeing to the continued keeping and maintenance of a PV System on the roof of the house it lives in;
  - (ii) the PV System will not belong to the Tenant;
  - (iii) the Tenant may be able to use some of the electricity generated by the PV System at no cost but there is no guarantee of any minimum levels;
  - (iv) once the Tenant has signed the tenancy agreement (of which this schedule forms part) the Tenant will not be able to change its mind about the System being kept and maintained on the roof of their house.

1. In this schedule the following terms shall have the following meanings:

**“Carbon Benefit”** means any benefit which arises from the Services including any Carbon Savings qualifying under the government’s Carbon Emissions Reduction Target or Carbon and Energy Savings Programme benefits, carbon credits and any other benefits which may be introduced at any time;

**“Designated Area”** means the area forming part of the Property being part of the roof and loft space together with one metre of air space above the roof to accommodate the PV System;

**“The Council”** means Crawley Borough Council the owner and installer of the PV System and includes its successors in title, permitted assigns and permitted transferees;

**“Person”** means any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

**“Property”** means the house let by the Landlord to the Tenant of the Property;

**“PV System”** means the photovoltaic panels selected by the Council for installation in the Property including mounting brackets and equipment, including inverters, meters, modems and wiring;

**“Services”** means the installation, inspection, removal, maintenance or repair of a PV System and the reading and maintenance of meters and all equipment associated with them;

**“Tariffs”** means:

- (a) any sum paid by the government and/or energy suppliers relating to the micro generation of electricity from renewable sources where the generated electricity is sold to the national grid and/or energy supplier, including from PV Systems and, for the purposes of this Schedule, includes payments made for electricity which is sold back into the national grid or to any other buyer; and
- (b) any sums paid by the government and/or energy companies relating to the micro generation of electricity from renewable sources; and

**“Tenant”** means the resident who is being let the Property by virtue of the tenancy agreement of which this schedule forms part.

2. The following terms of this schedule apply.
3. The Tenant grants to the Council and those working with the Council the right to enter upon the Property giving not less than 5 days notice save in emergency to provide the Services.
4. The Tenant confirms that the Council shall be permitted the exclusive right to occupy the Designated Area to keep and maintain the PV System in order to provide the Services.
5. The Tenant nominates the Council to receive any Tariffs and will take all steps as the Council shall reasonably require to secure the benefit of any Tariffs for the Council including but not limited to giving all instructions as the Council shall reasonably require to the Tenant's electricity supplier.
6. The Tenant undertakes not to challenge or take steps to challenge the Council's ownership of the PV System.
7. The Tenant will take all necessary steps to ensure the Council has access to all such parts of the Property on 5 days notice (save in cases of emergency) as are necessary to enable the Council to provide the Services.
8. The Tenant will not do anything which may temporarily or permanently interfere with the flow of light to the PV System or permit any other person to do so unless authorised by the Council.
9. The Tenant will not interfere with any connection for the supply of electricity to or from the PV System.
10. The Tenant will inform the Council immediately upon being aware of any damage to the PV System or any part of the Property to which it is affixed.

11. The Tenant acknowledges that all parts of the PV System shall remain the absolute property of the Council and all parts of the PV System shall be a chattel or chattels (in the ownership of the Council) and will not become a fixture or fixtures and the Tenant will not alter, tamper or otherwise interfere with the PV System or its operation in any way whatsoever.
12. The Tenant acknowledges and agrees that it is intended that any right to receive Tariffs and/or any Carbon Benefit and any other income or benefits from the PV System belong to the Council and accordingly the Tenant hereby irrevocably and unconditionally assigns to the Council the Carbon Benefit, the right to receive the Tariffs and the right to receive all and any other income generated by the PV System.
13. The Tenant confirms that if it acquires by operation of law or otherwise, any benefit relating to the PV System that is inconsistent with the terms of this Schedule the Tenant hereby assigns all such benefits (including any future benefits) to the Council.
14. The Tenant acknowledges that the Council may:
  - 14.1 remove the PV System (without replacing it);
  - 14.2 sub contract the provision of any of the Services;
  - 14.3 terminate the licence granted by this schedule at any time and for any reason by giving the Tenant written notice;
  - 14.4 assign or transfer to any Person (in whole or in part):
    - 14.5.1 ownership of the PV System;
    - 14.5.2 any of the benefits the Council receives or may receive as a result of the PV System, including without limitation, any Tariffs and any Carbon Benefits;
    - 14.5.3 its rights under this licence.

Signed:
Print full name:
(Housing Officer on behalf of Crawley Borough Council)
Dated: ____/____/20____