

VARIATION OF TENANCY AGREEMENT IMPORTANT NOTICE

This Variation Agreement is being provided to you in order to amend your tenancy agreement to deal with the installation of solar panel systems in/on your home.

If you agree to enter into this Variation Agreement, please do so by signing and returning it in the attached self-addressed envelope. If you have a joint tenancy each tenant should sign.

This Variation Agreement is only effective between you and us once you and we have both signed it and solar panels cannot be installed unless you sign it. This Agreement is designed to recognise the installation of additional equipment in/on your home which has been provided for the purpose of converting solar energy to electricity.

The Council of the City of Stoke-on-Trent have provided this improvement through a Company which is called Community Energy Scheme Stoke Limited (the "Provider") and this agreement details the legal relationship between you, the Council of the City of Stoke-on-Trent and the Provider and confirms the terms on which the solar panel systems can be installed and retained in/on your home.

We are granting the Provider a separate lease over the airspace above your home/ block of maisonettes which allows the installation of additional equipment in/on/above your home.

It is important that you read and understand the terms of this Agreement before you sign it.

If you have any questions please call the Provider's planning team on 01782 438 427

VARIATION AGREEMENT

THIS AGREEMENT IS BETWEEN

**Our name and
Address**

The Council of the City of Stoke-on-Trent ("we, us, our") whose offices are situated at Civic Centre, Glebe Street, Stoke-on-Trent, ST4 1HH.

Name of Tenant

and

..... ("you", "your", "Tenant")

It is agreed as follows The Tenancy

The Tenancy

1. You have a tenancy agreement with us ("the Tenancy") in respect of:

Address

.....

.....("your Home")

Contact Details

.....("your Telephone Number")

**Variation of
Tenancy**

2. In consideration of each party entering into this Agreement and the obligations on each party in this Agreement, it is agreed that as from the date of this Agreement the Tenancy shall be read as if the terms and conditions attached in the below Schedule were included in the Tenancy.

**Terms of Tenancy
to continue**

3. In all other respects the terms and conditions of the Tenancy as at the date of this Agreement shall continue in full force and effect.

**Compliance with
Terms**

4. You have been given an opportunity to read the terms and conditions of the tenancy variation annexed. You understand that you should not sign it unless you are prepared to keep to the terms and conditions.

Signed on behalf of The Council of the City of Stoke-on-Trent

Signed by the Tenant:

.....

.....(In the case of a joint tenancy, each Tenant should sign)

Date

SCHEDULE

1. DEFINED TERMS

Definitions

Smart Export Guarantee Scheme Payments means any sums paid by energy companies and/or the government and/or any other buyer for the electricity generated from the Solar Panel System and/or the electricity which is exported to the grid or sold to any other buyer, and any other benefits, revenues, payments and allowances of any nature that arise from the micro-generation of electricity by the Solar Panel System from time to time.

MCS means the Microgenerator Certification Scheme or equivalent schemes accredited under [ISO/IEC 17065:2012](#).

OFGEM means the Gas and Electricity Markets Authority or such other authority that takes over its functions in respect of Smart Export Guarantee Scheme.

PPA the power purchase agreement to be entered into between you and the Provider on or around the date of this Agreement.

the Provider means Community Energy Scheme Stoke Limited whose registered office is situate at Suite 6 Broadmeads Pumping Station, Hertford Road, Ware, Hertfordshire, SG12 9HL Company number 11304944 or any other company or person approved by us to install, maintain, operate, repair or replace the Solar Panel System and includes their successors in title.

Right to Buy means your right to buy your Home under the Housing Act 1985.

SEG Order means the Smart Export Guarantee Order 2019 (SI 2019/1005).

Solar Panel System means any photovoltaic modules, fixings, cables, inverters, load sharing equipment, electrical storage equipment, meters, monitoring equipment and ancillary works, cabling, infrastructure and other media installed or to be installed in or on your Home from time to time together with any changes and additions made to them from time to time and the term 'Solar Panel Systems' shall include any part of such system as the Provider requires and/or any part of such system as the Provider installs from time to time.

2. GENERAL TERMS

It is agreed as follows:

Installation of Solar Panel System and grant of lease

- 2.1 that we are permitted to grant a lease of the air space of the roof above your Home to the Provider to give the Provider rights to receive the Smart Export Guarantee Scheme Payments and to sell electricity generated to you and/or the grid; and
- 2.2 that the Provider is permitted to install a Solar Panel System at your Home and retain it there. Parts of the Solar Panel System are installed in your loft space which means that we or the Provider will have the right to access your loft space from time to time.

Neither we nor the Provider are under any obligation to install a Solar Panel System at your Home.

This means that the air space of your Home is no longer let to you under the terms of your Tenancy and this has implications if you buy your Home (see Clause 5).

Ownership of Solar Panel System	2.3	that the Solar Panel System belongs to the Provider and is not part of your Home.
Connection of Solar Panel System	2.4	that we or the Provider may connect the Solar Panel System into and use the existing electrical system within your Home.
Smart Export Guarantee	2.5	that the Provider is exclusively entitled to the benefit of the Smart Export Guarantee Scheme established under the SEG Order and any other similar replacement scheme established by Government.
Use of electricity by Tenant	2.6	electricity generated by the Solar Panel System may be used by you and the Provider will charge you for that electricity in accordance with the PPA.
Export of unused electricity	2.7	that any electricity that you do not use will be exported to the grid for the sole benefit of the Provider.
Use of electricity by the Solar Panel System	2.8	the part of the Solar Panel System known as the inverter may use a small amount of electricity from the electricity supply in your Home and you will not charge us or the Provider for that electricity.
Alterations to and renewal of Solar Panel System	2.9	we or the Provider may at any time alter, connect into, repair, replace, upgrade, clean, maintain and/or inspect the Solar Panel System and/or use readings and data including meter readings and/or remove it from your Home either permanently or for a period of time.
Maintenance of Solar Panel System	2.10	our obligation in our tenancy for us to maintain any installation for the supply of electricity at your Home does not include an obligation to maintain the Solar Panel System.
Failure of Solar Panel System	2.11	in the event of the Solar Panel System or any part of it failing and being uneconomic to repair or replace the Solar Panel System can be left in place and not repaired or replaced until such time as it is economic to repair or replace or the Solar Panel System is removed.
Variation of electricity	2.12	the amount of electricity that the Solar Panel System may generate and which may be used by you may vary and that neither we nor the Provider are liable in any way to compensate you for any variation to the amount of electricity that may be used by you whether as a result of: 2.12.1 us or the Provider carrying out repairs, works or alterations to the Solar Panel System or removing it from your Home; 2.12.2 us carrying out repairs, works or alterations to your Home; 2.12.3 the weather, season or other factors beyond our control or the control of the Provider; 2.12.4 the age of the Solar Panel System (solar panels may become less efficient with age); 2.12.5 the Solar Panel System or any part thereof failing and being uneconomic to repair or replace; or 2.12.6 any other reason

	2.13	you will tell the Provider the Meter Point Administration Number (MPAN) for your address for the purpose of accrediting the Solar Panel System with the Energy Regulator, OFGEM.
	2.14	The rights granted to the Provider may be exercised in whole or in part for the benefit of the air space leased to the Provider and any adjacent premises owned by the Provider (whether owned by the Provider now or in the future).
	3.	OUR OBLIGATIONS
Notification of installation	3.1	We will tell you if the Solar Panel System is going to be installed by us or by the Provider.
Notification of removal	3.2	We will tell you if the Solar Panel System is going to be removed by us or by the Provider.
Contact with you	3.3	If in need to contact you via your Telephone Number, we will aim to do so during normal working hours and in any case no later than 20:00.
	4.	YOUR OBLIGATIONS
Access to Solar Panel System	4.1	You will allow us or the Provider (and our or the Provider's employees or contractors acting on our or the Provider's behalf) access at all reasonable times to your Home and subject to reasonable notice to install, maintain, repair, replace, alter, connect to, upgrade, remove or undertake other works to or inspect the condition of the Solar Panel System and to take and use meter readings and data.
Damage or interference	4.2	You will not cause any damage to or interfere with the Solar Panel System (including any cables serving the same) and pay us or the Provider any reasonable costs incurred by us or the Provider in respect of any damage caused to the Solar Panel System by you, members of your household or visitors to your Home from time to time.
Preventing overshadow	4.3	You will make sure that no trees or vegetation at your Home grow to overshadow the Solar Panel System.
	4.4	You will make sure that nothing is constructed or erected at your Home which overshadows the Solar Panel System.
Reporting damage	4.5	You will tell us as soon as you are aware of any damage (however the damage is caused) to either the Solar Panel System or any part of your Home to which the Solar Panel System is attached or in which it is contained.
Use of the electricity	4.6	You agree to use the electricity generated by the Solar Panel System for personal domestic use only, not to store any electricity generated by the Solar Panel System in large storage batteries or otherwise unless such storage capacity has been provided to you by the Provider (this does not include rechargeable batteries in portable appliances such as a mobile phone, electric toothbrush or mobility scooter), and not to sell or attempt to sell any electricity generated by the Solar Panel System to anyone.

5. **IMPLICATIONS FOR THE RIGHT TO BUY**

(NOTE THAT THIS SECTION IS ONLY APPLICABLE IF YOU HAVE THE RIGHT TO BUY)

5.1 Purchasing your Home

5.1.1 If you purchase your Home under the Right to Buy then you agree that unless you buy the Solar Panel System (see Clause 5.1.2) then you will grant a lease of roof space of your Home to the Provider and once you own your Home the Solar Panel System will still be owned by the Provider and the Provider will continue to be entitled any Special Export Guarantee Scheme payments.

5.1.2 If the Provider does not agree to your granting a lease of the roof space of your Home to the Provider, then as an alternative to the lease of roof space of your Home to the Provider if you buy your Home under the Right to Buy you may also buy the Solar Panel System. In which case you agree that you will pay a sum equal to the value of the Solar Panel System to the Council of the City of Stoke-on-Trent on completion of your purchase of your Home and the Council of the City of Stoke-on-Trent will pay that sum of money to the Provider. You will pay the agreed purchase price of your Home to the Council of the City of Stoke-on-Trent. On completion