

Standard Deed of Agreement with Solar Panel Companies



TO BE USED WHERE THERE IS A THIRD PARTY CHARGE ON THE SOLAR PANEL LEASEHOLD TITLE

This Deed is made this		day of	(year)
Between: [Please complete]			
(1) ("SPC") Solar Panel Company	Company name		
	Company number		
	Registered office		
(2) ("Lender") Kensington Mortgage Company Limited (trading as "New Street Mortgages")	Company number (03049877) whose registered office is situated at Ascot House, Maidenhead Office Park, Maidenhead, SL6 3QQ ("Kensington")		
(3) Borrower(s)	Name		
	Currently of address		
("Borrowers")			
(4) ("SPC lender")	Company name		
	Company number		
	Registered office		

Each a "Party" and together the "Parties"

Background:

(A)

have entered into a lease of the airspace above the roof of the Premises with ("the Lease");

(B) As Kensington is not a party to the Lease, the Parties have entered into this Deed of Agreement ("Deed"); and

(C) The Parties agree that this Deed shall come into effect immediately upon the Lease agreement being executed by

It is agreed as follows:

1) Definitions and Interpretation

1.1) In this Deed, unless the context otherwise requires, the following words have the following meanings:

The Property the Property means the airspace above the side of the roof as defined in the plan attached to the Lease

The Premises the Premises known as

registered with Land Registry under title number

The System the solar panel system, including the inverter, the meter, and all ancillary equipment and parts including (but not limited to) cabling and any rails on which the panels are fixed and any other parts and components that are critical in the normal function of the solar panels

The Landlord as referred to in the Lease

1.2) Reference to "SPC" and "SPC Lender" includes its successors in title and/or assigns deriving title through or under it;

1.3) Reference to Kensington includes its successors in title and/or assigns deriving title through or under it;

1.4) The headings in this Deed shall not affect its interpretation.



2) Solar Panel Company's and SPC Lender's Obligations

and
 hereby agree that:

- 2.1) Kensington may terminate the Lease immediately and unconditionally upon written notice being served on the SPC by Kensington ("the Termination Notice");
- 2.2) Following Kensington having terminated the Lease in accordance with clause 2.1 above, the SPC will remove the System from the Premises at its own cost and making good any damage caused. Such removal to take place to the reasonable satisfaction of Kensington and within 14 days of deemed service by the SPC of the Termination Notice;
- 2.3) For the avoidance of doubt, the Termination Notice will be deemed served on the SPC at its registered office:
 - 2.3.1) 2 days after posting if served by way of first class post;
 - 2.3.2) On the same day if sent by way of email and or fax;
 - 2.3.3) On the same day if hand delivered to the SPC; and
 - 2.3.4) Reference to "day" and/or "days" means calendar day
- 2.4) If after 14 days of receiving the Termination Notice, the SPC fails to remove the System, then Kensington will be entitled to remove the System from the Premises and dispose of the System at the cost of the SPC and without any liability to the SPC or the SPC Lender whatsoever;
- 2.5) The SPC will reimburse Kensington for any and all costs it incurs in removing the System and making any necessary amendments to the electricity supply system and/or making good any damage howsoever caused including for the avoidance of doubt, any damage caused as a consequence of the installation on and/or the removal of the System on the premises;
- 2.6) For the avoidance of doubt, upon Kensington terminating the lease in accordance with 2.1 above, Kensington will not be liable to pay to the SPC or the SPC Lender, the System's purchase price and/or will not be liable for any other costs of any description and/or for any penalty costs of any description, fees, charges or expenses whatsoever;
- 2.7) The SPC will give 14 days' written notice to Kensington should it part with possession of the Property, assign, or underlet the Property and/or of any intention to charge the leasehold title created by the solar panel lease to any third party;
- 2.8) They will agree to a restriction in favour of Kensington (including its assigns and/or successors in title) on the leasehold title created by the solar panel lease, which prevents any disposition of that leasehold estate by the registered proprietor without the consent of Kensington and/or its assigns and/or successors in title;
- 2.9) For the avoidance of doubt, in the event of any assignment and/or underlet of the lease any assignee and/or successor in title of the SPC and/or underlessee, will be obliged to enter into this Deed of Agreement with Kensington;
- 2.10) Any successor in title/assignee of the SPC Lender will also be obliged to enter into this Deed of agreement with Kensington;
- 2.11) In the event of Kensington being redeemed and/or in the event of the Borrower(s) selling the Premises, the SPC and any assignee/transferee/successor in title and or underlessee will, if required by the mortgagee/s of any new proprietor of the Premises and/or any prospective purchaser enter into this same Deed of Agreement;
- 2.12) In the event of the Landlord Borrower(s) remortgaging the Premises with any other lender, and/or Kensington being redeemed and/or the Premises being transferred to another Proprietor, the SPC will agree to enter into this Deed of Agreement with any subsequent mortgagee of the Property;
- 2.13) In the event that Kensington takes possession of the Premises, the SPC will not make contact with and/or otherwise attempt to contact any prospective purchasers of the Premises with a view to encouraging them to retain the System or otherwise;
- 2.14) Kensington will be notified by the SPC within 7 days of any occurrence or matter that may adversely affect the value of the Premises;
- 2.15) Kensington will be given notice in writing by the SPC if and when the lease comes to an end, such notice to be served on Kensington within 21 days of the date the lease ended;
- 2.16) The SPC must give 14 days prior written notice to Kensington and obtain Kensington's consent should it wish to vary the position of or remove the System, including the photovoltaic cells within or on the Premises;
- 2.17) The SPC will obtain Kensington's consent before it is able to make any amendments to the lease and/or lease plan;
- 2.18) Kensington will not be responsible for any breaches of or liability of the Landlord for the Landlord's covenants and obligations in the Lease at any time, whether those breaches or that liability occurred before or after its statutory power of sale under section 101 of the Law of Property Act 1925 has arisen;
- 2.19) Kensington will not be responsible for any breaches of warranty by the Landlord at any time, howsoever caused, whether those breaches occurred before or after its statutory power of sale under section 101 of the Law of Property Act 1925 has arisen;
- 2.20) Kensington will not be responsible for any damage to the System or loss of renewable benefit payments or any fees whatsoever and howsoever caused as a result of any third party interference to the System or unauthorised occupation of the Premises, whilst Kensington is mortgagee in possession of the Premises or otherwise;
- 2.21) Kensington will be entitled to switch off/disconnect the electricity supply to the Premises upon its statutory power of sale under section 101 Law of Property Act 1925 arising and/or upon taking physical possession of the Premises. Kensington will not be responsible for any damage to the System or Premises or for any resulting loss of Feed in Tariff, caused as a result of the switching off and or disconnection of the electricity supply to the Premises or the System;
- 2.22) The SPC will at its own expense and within 14 days of receipt of a request from Kensington make good any damage it causes to the Premises when it or any agent acting on its behalf installs, re-installs maintains or removes the System;
- 2.23) If for any reason the Premises are damaged by the installation and/or presence of the System, the SPC shall indemnify Kensington [should Kensington's power of sale under section 101 Law of Property Act 1925 have arisen] and/or the Landlords [should Kensington's power of sale not have yet arisen] in respect of any and all damage caused;



- 2.24) The SPC will agree to put in place and maintain an insurance policy/indemnity insurance policy payable by a single premium to run for the entirety of the lease and to include cover for public liability, installation, and/or any and all damage caused to the Premises howsoever caused by either the SPC and/or any agent acting on its behalf, including but not limited to when installing, re-installing, maintaining, inspecting or removing the System; and
- 2.25) The SPC will ensure that it produces to Kensington and/or any subsequent mortgagee, a copy of the insurance policy referred to in 2.24 above, until either Kensington or the subsequent mortgagee's charge is redeemed, or expiry of the lease, whichever is the soonest.

3) Third Party Rights

- 3.1) A third party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.

4) Governing Law

- 4.1) This Deed and any dispute or claim or matter arising under or in connection with it shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree to submit to the jurisdiction of the Court of England and Wales.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by: [Please complete]

SPC Company name	
By	
Name (a Director)	and
Name (a Director/Secretary)	

Kensington	
By (acting by)	
Name (a Director)	and
Name (a Director)	

Borrower(s)	
By	
Name	and
Name	

SPC Lender Company name	
By	
Name (a Director)	and
Name (a Director/Secretary)	

