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|  |
| --- |
| **Lease**relating to[ ] |
| Dated |  |
|  |
| Homeowner (1)Lockleaze Loves Solar (2) |
|  |

PRESCRIBED CLAUSES

|  |  |
| --- | --- |
| **LR1.  Date of lease** |  |
| **LR2.  Title number** | **LR2.1 Landlord's title number**[ ]**LR2.2 Other title numbers**None  |
| **LR3.  Parties to this lease** | **Landlord**[ ]**Tenant****Lockleaze Loves Solar**(Company Registration Number )whose registered office is at**Other parties**None |
| **LR4.  Property** | **In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**The Property being the airspace above the roof of the Building but excluding (a) any part of the roof of the Building and (b) any structural part of the Building |
| **LR5.  Prescribed statements etc.** | **LR5.1 Statements prescribed under rules 179****(dispositions in favour of a charity) 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003**None.**LR5.2 This lease is made under or by reference to provisions of:**None. |
| **LR6.  Term for which the Property is leased** | 30 years and 6 months from and including the date of this Lease. |
| **LR7.  Premium** | None. |
| **LR8.  Prohibitions or restrictions on disposing of this lease** | This lease contains a provision that prohibits or restricts dispositions. |
| **LR9.  Rights of acquisition etc.** | **LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**None**LR9.2 Tenant's covenant to (or offer to) surrender this lease**None**LR9.3 Landlord's contractual rights to acquire this lease**None |
| **LR10.  Restrictive covenants given in this lease by the Landlord in respect of land other than the Property** | None. |
| **LR11.  Easements** | **LR11.1 Easements granted by this lease for the benefit of the Property**The easements granted in clause 3.1 and listed in Schedule 1**LR11.2 Easements granted or reserved by this lease over the Property or the benefit of other property** The easements reserved in clause 3.2 and listed in Schedule 2 |
| **LR12. Estate rent charge burdening the Property** | None. |
| **LR13. Application for standard form of restriction** | None. |
| **LR14. Declaration of trust where there is more than one person comprising the Tenant** | Not applicable. |

THIS LEASE is dated

PARTIES

1. [ ] of [ ] (Landlord)
2. Lockleaze Loves Solar [ ] (Company Registration Number [ ] ) whose registered office is at [ ] (Tenant)

# Interpretation

## The definitions and rules of interpretation in this clause apply to this lease.

1. Break Date: the date specified in a valid notice served by the Landlord pursuant to clause 7(a)
2. Building: the land and building known as [ ] (registered at HM Land Registry with title number [ ]
3. Equipment: Photovoltaic panels and all ancillary equipment including remote monitoring equipment from time to time placed upon the Building for the purpose of a solar photovoltaics electricity system including any alterations or additions from time to time which the parties acknowledge are throughout the Term the property of the Tenant
4. Equipment Price: shall be the price to be paid to purchase the system by the Landlord from the Tenant calculated as follows;

EP = ((246–A)/246) x (BxSPP)

Where

A is the number of full months from the date of this Lease to the Break Date

B is £1,500

EP is the Equipment Price

SPP is the System Peak Power

1. Landlord Obligations: the obligations on the part of the Landlord set out in Schedule 4
2. Matter: any restriction, obligation, covenant, rights or other similar encumbrance
3. Mortgagee in Possession: a mortgagee under a mortgage of the Building who has obtained an order for possession of the Building
4. Permitted Use: the use of the Property as a base for the installation of solar photovoltaics electricity system utilising the Equipment and the generation and export of electricity from the Property
5. Rent: one pound (£1) per annum
6. Renewable Benefits: all current and future renewable benefits associated with availability, capacity and generation from the Equipment including (but not limited to) renewable obligations certificates, levy exemption certificates and any successors to the same
7. Reservations: the rights excepted and reserved to the Landlord in clause 3.2 and listed in Schedule 2.
8. Rights: the rights granted by the Landlord to the Tenant in clause 3.1 and listed in Schedule 1
9. Service Media: all media for the supply or removal of heat and electricity, and all other services and utilities and all structures, machinery and equipment ancillary to those media and any broadband connection available at the Building.
10. System Peak Power: the nominal power of all photovoltaic panels placed upon the Building
11. Tenant Obligations: the onligations on the part of the Tenant set out in Schedule 3.
12. Term: a term of 30 years and 6 months from and including the date hereof
13. VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

## A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease which shall include his personal representatives and any Mortgagee in Possession.

## A reference to the Tenant includes a reference to the Tenant's successors in title and assigns.

## A reference to the **end of the term** is to the end of the term however it ends.

## A reference to a statute or statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re- enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision

# Grant

## The Landlord lets with full title guarantee the Property together with the Rights to the Tenant for the Permitted Use for the Term reserving to the Landlord the Reservations.

## Save where the Landlord purchases electricity generated by the Equipment in accordance with Annexure 2, the parties agree that any electricity generated by the Equipment belongs to the Tenant and the Tenant shall own and have the benefit of all Benefits applicable to the Equipment and generation of electricity during the Term. If needed, and at the Tenant's cost, the Landlord shall forthwith on demand execute all proper documentation necessary to give effect to this provision.

# The Rights and Reservations

## The Landlord grants the Tenant the Rights for all purposes connected with the Permitted Use of the Property.

## The Reservations are excepted and reserved from this lease for the benefit of the Building.

## The Reservations shall be construed as extending to the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise the Reservations.

# Tenant Obligations

The Tenant covenants with the Landlord to observe and perform the Tenant Obligations.

# Landlord Obligations

The Landlord covenants with the Tenant to observe and perform the Landlord Obligations.

# Landlord Right to Terminate for Tenant Breach

The Landlord may enter onto the whole or any part of the Property and end this Lease if the Tenant substantially breaches any of its obligations in this Lease and has failed to remedy the same (if capable of remedy) with 28 days of written notice from the Landlord requesting such remedy.

# Landlord Right to Terminate

The Landlord has a right to cancel this lease following completion in accordance with the procedure set out in Annexure 1 to this lease the Landlord is not able to cancel the Lease until the Tenant receives the notice from the Landlord following completion and any cancellation must be strictly in accordance with Annexure 1;

# Mortgagee in Possession Termination Clause

A Mortgagee in Possession may end this Lease on not less than 2 months nor more than 6 months prior written notice to the Tenant specifying the date the Lease is to terminate.

# Tenant Right to Terminate

## The Tenant may terminate this Lease on not less than one months' written notice to the Landlord:

### forthwith prior to the installation of the Equipment or part thereof;

### before completion of the installation of the Equipment subject to the removal of the same and the making good of all damage to the reasonable satisfaction of the Landlord;

### in the event of:

(i) damage to the Equipment; or
(ii) theft or loss of all or part of the Equipment; or
(iii) abandonment of the Property by the Landlord; or
(iv) destruction of the Property

such that in the Tenant's reasonable opinion it is beyond economic repair or abandonment by the Landlord or destruction of the Property:

### a change in circumstances such that the flow of light to the Equipment affects the functionality of the Equipment

### if the operation of the Equipment in the reasonable opinion of the Tenant is or becomes commercially impractical

## The Tenant may terminate this Lease on the twenty-fifth (25th) anniversary of the date of this Lease being the by serving not less than 9 month's written notice to the Landlord.

# New Landlord

**This clause does not apply to the original named Landlord.**

In the event that a Disposal of the Building occurs and any subsequent Landlord no longer wishes to continue with the purchase of electricity under the provisions of Annexure 2 or any replacement energy supply agreement then any subsequent Landlord may opt for either of the following options by serving one months' written notice on the Tenant:

### purchase the Equipment from the Tenant at the Equipment Price and upon payment of such Equipment Price this Lease shall automatically terminate; or

### require the removal of the Equipment in which case the Landlord shall pay to the Tenant the Equipment Price and the costs of removal of the Equipment and upon receipt of such sum the Tenant shall within 3 months of payment remove the Equipment and upon removal of the Equipment and reinstatement of any damage caused during the removal this Lease shall automatically terminate.

# Landlord and Tenant Act 1954

## The parties confirm that:

### the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into a certified copy of which notice is annexed to this lease;

### a director of the Tenant who was duly authorised by the Tenant to do so made a declaration bearing even date herewith in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which declaration is annexed to this lease; and

### there is no agreement for lease to which this lease gives effect.

## The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

# Title Matters

The Landlord warrants to the Tenant that other than those matters contained on the registered title to the Building there are no Matters affecting the Building or Property of any nature that would prevent or adversely affect the grant of this lease or the permitted use or the rights granted to the Tenant.

# Entire Agreement and Exclusion of Representations

This lease constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

# Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

# VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be in addition to the sum.

# Governing Law and Jurisdiction

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law 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.

1. – Tenant Rights
	* 1. A right of way for the Tenant and all persons authorised by the Tenant at all reasonable times (save in an emergency where no notice shall be required save for upon arrival at the Building) over and along those parts of the Building and any right of way which afford access to and egress from the Property in order to install, maintain, inspect (which shall include the taking of any meter readings) repair, replace, alter, remove the Equipment.
		2. The right to install and maintain the Equipment at the Property and the Building together with the right to attach the Equipment to the Building.
		3. The right for the Tenant and all persons authorised by the Tenant to install and connect the Equipment to the Property and the Building (where necessary) together with the right to erect scaffolding for such purpose and for the repair or cleaning or general maintenance of the Equipment or in connection with the exercise of any of the rights mentioned in this Schedule 1.
		4. The right of support, shelter and protection for the Equipment from the Building.
		5. The right to use and to connect into any Service Media in the Building that serve the Property and which are in existence at the date of this lease or are installed or constructed during the Term (provided that the Landlord may, at its discretion, re-route or replace any such Service Media at any time and the right shall then apply in relation to the Service Media as re-routed or replaced) to include a right to access the Equipment through the Service Media in order to take meter readings.
		6. The right to export any electricity generated by the Equipment to the local distribution network that the Building and/or Equipment is connected to.
		7. All rights specified in the registers to the title number(s) at LR2.1 in the particulars to this lease.
2. – Reservations – Landlord's Rights
	* 1. In the event of the Landlord requiring to carry out repairs to the Building the Tenant shall (at the reasonable expense of the Landlord to be paid on demand and in advance should the Tenant so require) upon reasonable prior written notice temporarily remove the Equipment from the Building and subsequently reinstall the same and where necessary at the Tenants reasonable and proper cost replace any part of the Equipment that cannot be reused.
3. – Tenant Obligations
	* 1. To pay the Rent to the Landlord annually in arrears (if demanded).
		2. Not to use the Property other than for the Permitted Use.
		3. To insure the Equipment for all normal household perils and accidental damage, third party and public liability.
		4. Within 6 months of the date of this Lease, the Tenant shall install the Equipment in compliance with all applicable laws and regulations and with industry practice and shall connect the Equipment to the Service Media and thereafter repair and maintain it (save where any damage is the fault of the Landlord) so as to be capable of complying with the Permitted Use. Any building regulation approval for the installation shall be obtained by the Tenant at its sole expense. The Tenant will at its own expense make good any damage to the Building caused by the Tenant during the installation or during any subsequent maintenance and repair to the Equipment.
		5. The Tenant may install, vary the position of or remove the Equipment within the Property with the consent of the Landlord which shall not be unreasonably withheld or delayed.
		6. The Tenant is under no obligation to pay to the Landlord any contribution to the repair or maintenance of those areas of the Building over which the Tenant has rights of time access.
		7. The Tenant may not assign, underlet of part with possession of the whole or part of the Property or Lease.
		8. The Tenant may charge the Property without the consent of the Landlord.
		9. To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.
		10. Unless the Landlord specifically request its removal by serving at least 6 months' written notice prior to the end of the Term [ ] then at the end of the Term to return the Property to the Landlord but is under no obligation to remove the Equipment or anything installed by the Tenant on the Building and on expiry of the Term all right and title in the Equipment shall transfer to the Landlord.
		11. In the event that this Lease determines pursuant to clause 8 the Tenant shall at its own expense, remove the Equipment, repair any damage caused by such removal (including where the damage is caused by the Landlord) and the mortgagee in possession shall not be liable for any damage or loss of income caused as a result of disconnection of the electricity supply to the Building or breach of the Landlord's covenants during the repossession period.
4. – Landlord Covenants
	* 1. The Landlord covenants with the Tenant, that, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
		2. The Landlord will not without the prior written consent of the Tenant (not to be unreasonably withheld or delayed) carry out alterations or additions to the Building in the vicinity of the Equipment unless the Landlord establishes to the Tenants reasonable satisfaction that such alterations will not adversely affect the Equipment in which event such consent shall be granted.
		3. The Landlord shall keep the Building and the structure of the Building in good and substantial repair so as to support the Property and the Equipment on the Property and Building.
		4. The Landlord shall not interfere with the Equipment or the Rights.
		5. If the Landlord fails to provide the Tenant with access to the Building to enable the Tenant to exercise the Rights and the Tenant thereby suffers loss by non receipt of the Export Tariff and/or the Feed in Tariff for a period of more than 21 days or more than 42 days in any period of 12 months then the Landlord shall pay the Tenant within 21 days of written demand a sum reasonably equivalent to such loss.
		6. The Landlord will ensure (so far as it is lawfully permitted) that any trees foliage or vegetation, or neighbouring structures under the Landlord's control do not interfere with the flow of light to the Equipment.
		7. The Landlord will give the Tenant notice as soon as reasonably practicable of any damage to the Equipment or the Property and shall not take any steps to repair the Equipment.
		8. If as a result of:
			+ 1. a breach by the Landlord of the Landlord Obligations or
				2. the exercise of the Reservations by the Landlord;

the Tenant does not receive the Export Tariff or any other payments due to the Tenant as a result of the generation or export of electricity for a period in excess of 14 days or 42 days in any 12 month period then, the Landlord shall pay the Tenant within 21 days of written demand a sum equivalent to the amounts which the Tenant would have received during the relevant period.

* + 1. The Landlord covenants to give notice of this Lease and its contents to the insurers of the Building and to provide written confirmation thereof to the Tenant on request. In such notice the Landlord shall advise the insurers of the contents of Paragraph 3 of Schedule 3.
		2. The Landlord covenants with the Tenant not to make a Disposal of the Building during the Term without first notifying the Tenant of its intention to do so including the name of the person whom the Disposal is to be made ("Disponee") and also procuring that the Disponee enters into an energy supply agreement on substantially the same terms as contained in Annexure 2. Within 5 days of receipt of the notification from the Landlord of the intention to dispose the Tenant will provide an energy supply agreement to the Landlord signed by the Tenant and providing contact details for the Disponee to contact the Tenant.
		3. The Landlord agrees and consents to an application to HM Land Registry for a restriction in standard form L to be entered in the Building's Registered Title in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Lockleaze Loves Solar [ ] of [ ] or their conveyancer that the provisions of Schedule 4 Paragraph 8 of a lease dated [ ] between (1) and (2) Lockleaze Loves Solar have been complied with or that they do not apply to the disposition.

Signed as a deed by

...................................................................... Signature of Landlord(s)

&

...................................................................... Signature of Landlord(s)

in the presence of:

..................................................................... Signature

Full Name ...............................................................................................

Address..........................................................................................................

Occupation .........................................

1.

Notice of the Right to Cancel

Trader details:

LOCKLEAZE LOVES SOLAR (Company Registration Number [ ]) whose registered office is at [ ].

Email address:

Customer details:

of

Contract detail:

LEASE Between

Date dd month, year

You (the customer) have the right to cancel this contract if you wish. This right can be exercised by delivering, or sending notice to [ ] at any time within the period of 7 days starting with the date of receipt of this notice. The notice of cancellation is deemed to be served as soon as it is posted or sent or in the case of electronic communication from the day it is sent.

If work on the above contract has begun, *with your written agreement,* before the end of the cancellation period, you may be required to pay for any goods or services supplied.

You may use the cancellation form provided below only if you wish to do so.

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To:

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate)

wish to cancel my/our (delete as appropriate) contract

Signed

Name and Address

Date

1.

**Energy Supply Terms**