

OFGEMs Closure of its Investigation into A Shade Greener – Information Sheet

As a result of the investigation and engagement between both parties, A Shade Greener has committed to put in place a set of voluntary measures. These measures are expected to provide benefits for householders and help grow confidence in the renewable energy sector:

- a) In relation to the installation of bird/vermin guards – A Shade Greener will provide support to vulnerable Landlords, where proof of vulnerability can be provided in the form of one or more of the following ways:
- Proof of eligibility for income support via Universal Credit for living costs
 - Proof of disability benefits like Personal Independence Payment (PIP)
 - Proof of receipt of other benefits for specific needs, such as Carer's Allowance for Carers.

In instances where these requirements are met, A Shade Greener will facilitate a payment of £125 towards the cost of said bird/vermin guards, fitted by a reputable third party company with the prior agreement by A Shade Greener of their method statement (required to ensure the protection, safety and integrity of the A Shade Greener solar panel installation). With this agreement, a date for the work would be agreed with the Landlord and the third-party contractor and the £125 payment would be made to the contractor directly.

- b) A Shade Greener will recognise that it no longer retains a financial interest in any domestic biomass boilers installed under a joint-ownership agreement. A Shade Greener will not pursue any Landlord for payment where they wish to obtain sole ownership of a domestic biomass boiler.
- c) A Shade Greener will engage fully with its appointed Alternative Dispute Resolution (“ADR”) provider as the mediator for disputes that cannot be resolved directly with a Landlord. A Shade Greener will voluntarily refer Landlords to this ADR provider where a dispute resolution cannot be achieved.
- d) A Shade Greener will introduce a buyout clause for Landlords who wish to be released from the Lease agreement.

- e) A Shade Greener no longer requests a £1,000 refundable deposit to secure temporary removal of a solar panel system and such policy shall not be reinstated by A Shade Greener.
- f) A Shade Greener will ensure that solar PV systems are temporarily removed within 12 weeks of a determined date where this temporary removal is to support the renovation or extension of a property (provided scaffolding has been erected by the Landlord in accordance with HSE regulations to enable such removal and subject to clause 'h'). This will be done in accordance with its 'Temporary Removals' policy.
- g) A Shade Greener will provide its own scaffolding (or other suitable access equipment) for:
 - i. maintenance of the solar PV system
 - ii. removal and reinstallation of the system at a later date, for any reason; and
 - iii. removal of the system at the expiry of the Lease

Clause 'g'(ii) shall not apply where the removal/reinstallation is required to support renovation or extension works, and the scaffolding is required to remain in place for those works. In such circumstances, Clause 'h' will apply.

Clause 'g'(iii) shall not apply where the Landlord requests an early termination of the Lease agreement under Clause 'd'.

- h) Regarding temporary removals to support the renovation and/or extension, where scaffolding is required for a period extending beyond that necessary solely for the removal of the solar PV system (e.g. to facilitate the renovation and/or extension works):
 - i. A Shade Greener will make a contribution toward scaffolding costs, equivalent to two (2) days of scaffolding hire or £60, whichever amount is greater; or
 - ii. As an alternative to the contribution described in Clause 'h'(i), and subject to the Landlords agreement, where there is a clear need for bird or vermin protection, A Shade Greener may install bird/vermin guards at no cost to the Landlord. An agreement under this Clause, does not require proof of vulnerability to be submitted by the Landlord.

The provision of scaffolding for these purposes is the responsibility of the Landlord and scaffolding must be erected in accordance with HSE regulations. Proof of fully compliant scaffolding must be provided (in accordance with A Shade Greener's company policy) for A Shade Greener's insurance purpose and for the safety of A Shade Greener's employees.

- i) A Shade Greener will continue to provide maintenance for solar PV systems in accordance with the Microgeneration Certification Scheme ("MCS") standards relevant to each installation and as set out within the terms of the Lease agreement.
- j) With regard to any dispute with a Landlord, where it cannot be resolved either directly with the Landlord or with the assistance of A Shade Greener's ADR provider in accordance with Clause 'c', A Shade Greener will first follow a period of engagement to seek resolution through constructive dialogue and cooperation before pursuing legal action. A Shade Greener will ensure this engagement process is completed in good faith.
- k) A Shade Greener will afford access for all Landlords to relevant information in relation to insurance policies held as per the Lease agreement including the nature of the insurance and the level of coverage, via the following page on its website: [Insurance — A Shade Greener](#).
- l) As part of any application for temporary removal of a Solar PV system to support renovation and/or extension, A Shade Greener will consider reinstatement of the system at a new configuration. If the Landlord and A Shade Greener agree, A Shade Greener may seek compensation for any projected loss of income (caused by a reduction in the system's generation capabilities and resulting loss on FiT¹ scheme payments); with generation being assessed by reference to generally accepted Photovoltaic Geographical Information System (PVGIS)² calculations.

¹ Feed in Tariff

² [PVGIS](#) is bankable software that provides irradiation and PV generation values based on satellite data