

Summary of community benefit deed provisions

Provision	Comment
Parties: Bucklesham Solar Limited (referred to as 'the Developer') and Bucklesham Parish Council (referred to as 'the Parish Council')	
<p>Background:</p> <ul style="list-style-type: none"> i. The Developer is going to carry out the development of the solar park situated on land to the east of Bucklesham Village, for the purpose of the commercial generation of electricity, as per the planning permission. ii. Subject to commissioning (being the commencement of commercial operations at the solar park) the Developer will pay the annual contribution to the Parish Council on the payment dates referred to below. 	
Commencement: The agreement will come into force on the date that the Developer first achieves commissioning. The Developer is obliged to notify the Parish Council of the first date of commissioning by service of commissioning notice.	
Annual Contribution - First payment Date: The first payment date is the first anniversary of the date on which commissioning begins.	The obligation to make the Annual Contribution is subject to the Parish Council first notifying the Developer of the account into

<p>Subsequent Annual Contribution payments will be made on each anniversary of the First Payment Date</p>	<p>which the Annual Contribution is to be paid. Please note that if these details are not given to the Developer, the Developer will not be obliged to pay the Annual Contribution, and the agreement will terminate.</p> <p>Details must be given both by post and email, as set out in clause 12.1.2, as below. If you provide us (Prettys LLP) with details of your new bank account I can deal with this on completion of the deed.</p> <p>By post at the registered office address; and</p> <p>By email to legalnotices@innova.co.uk</p>
<p>Annual Contribution Calculation:</p> <p>The Annual Contribution will be £250 x the Installed Capacity. The Installed Capacity will be set out in the commissioning notice served on you after commissioning has occurred at the solar park.</p> <p>The Annual Contribution will increase in accordance with the Consumer Prices Index</p>	<p>We understand that you have received an indication of the likely Annual Contribution.</p>
<p>The agreement will have a term of 40 years unless it is terminated in accordance with any of the events as set out in clause 5 of the Agreement.</p> <p>They are:</p> <p>5.1 – if the Developer is not notified of the Parish Council’s account details, referred to</p>	<p>As above, please ensure that the Developer has details of the Parish Council’s bank account.</p> <p>The ways in which the funds can be used are set out in clause 7 of the agreement, below.</p>

<p>above.</p> <p>Clause 5.2 allows either party to terminate the agreement if the other:</p> <ul style="list-style-type: none"> • Commits a material breach of the terms of the deed, or • Becomes insolvent. <p>Clause 5.3 sets out circumstances where the Developer is entitled to terminate the deed, being if the Parish Council:</p> <ul style="list-style-type: none"> * is the subject of public concerns regarding the Parish Council or their activities and/or is the subject of materially adverse publicity; * is involved/connected or associated with any person or activities which could result in reputational harm or adverse publicity being suffered by the Developer, or significantly harm the Developer’s relationship with key partners/customers/funders; * has misused or misappropriated any part of the Annual Contribution paid by the Developer for purposes which do not benefit the local community; or * is involved/connected or in any way associated with: unlawful activities including any form of bribery, corruption, theft, fraud, tax evasion, money laundering, terrorist activity or any other illegal activities, or <p>violations of international conventions that bear on human rights.</p>	
<p>Change of Control: If there is a change in the</p>	<p>Please note that this agreement will bind</p>

<p>ownership of the solar park, the Developer is obliged to use all reasonable endeavours to ensure that any future owner enters into a deed in the same terms as this deed.</p>	<p>Bucklesham Solar Limited only. I would propose amending the deed so that the developer is obliged to give the Parish Council notice of any impending change of ownership of the solar park.</p>
<p>The way in which the Annual Contribution can be used is set out in clause 7 of the deed, being for the benefit of the local community.</p>	<p>As stated above, the Developer is entitled to terminate the agreement if funds are misused.</p> <p>Please note the provisions at clause 7.2 of the deed relating to potential conflicts of interest.</p>
<p>Clause 8 states that any dispute under the terms of the agreement are to be referred to an independent expert.</p>	
<p>Clause 9 states that each party is entitled to make a public announcement once the deed is entered into, but not specifically relating to the Annual Contribution.</p>	