

Solar Panel Policy 2026 - 2027

1. Background

- 1.1. The Diocesan Board of Education (DBE) has been keen to support schools to understand the importance of good stewardship of the earth's resources through active participation in projects, and as part of general education within our schools. To this end we have encouraged our schools to investigate renewable options to sustain the planet and reduce both costs and the carbon footprint of Church school sites. The DBE, along with various Church schools within the diocese, have been approached by several companies including Local Authority sponsored organisations, to encourage investment in renewables, principally solar panels.
- 1.2. The DBE has on an ad hoc basis reviewed and supported various community-based schemes but has also advised against some proposals that appear on the surface to offer benefits, but where the legal ramifications are not in the long-term interests of the schools and have hidden liabilities. Much of this is contained within the fine print of the proposed agreements and leases that are portrayed as licences.
- 1.3. It should be noted that the DBE and the trustees of a Church school site are charitable and must therefore exercise their duties of care towards the Church school. They are required by various statutory provisions, so far as possible, to obtain appropriate professional advice, to protect and to maximise their assets.

2. Policy

- 2.1 The DBE wishes to encourage Church schools to consider a variety of renewable options, including solar panels.
- 2.2 The Chichester Diocesan Board of Education (DBE) will, under The *Diocesan Boards of Education Measure 2021*, require Church schools to seek appropriate advice from independent professionals, for example, surveyors and solicitors, on proposed options and agreements. The DBE and the site trustees are required to provide consent to any plans that Church schools wish to undertake that make changes to their school buildings that sit on the site trustee land.
- 2.3 In addition, the Secretary of State for education should be informed of any lease or long term agreement, particularly over a period of 25 years, affecting the land and buildings, which can be viewed as a restriction, that should be registered with the land registry.
- 2.4 The DBE will require the governing body of a Church school to undertake due diligence of agreements, including obtaining their own independent legal and/or surveying advice and researching alternative options.

3. Obligations to consult with DBE

- 3.1 The Diocesan Board of Education is the Religious Authority for church schools within the Diocese. The *Diocesan Boards of Education Measure 2021* requires the Governing Body of any Church school and the trustees of any Church educational endowment held in connection with any Church school to obtain the advice of the DBE and to have regard to that advice before making any application to or entering into agreement with any one for or in connection with any disposal.

- 3.2 Even where the arrangements do not constitute a leasehold arrangement, they can include a grant of rights (over the trustee land) for the purposes of installation, maintenance and repair, which constitutes a disposal.
- 3.3 The agreement should be entered into by the Governing Body. In the event of a school wishing to join a Multi-Academy trust, the receiving MAT will need to take on this agreement, therefore extra consideration should be given to the ramifications of this.
- 3.4 Failure to consult with the DBE over such a proposed scheme may result in the school not being allowed to join the MAT or its conversion to academy status being significantly delayed while financial models or other consequences are considered.
- 3.5 We therefore always advise that any Governing Body or trustees wishing to have the benefits of solar power or other renewable energies obtain, as a minimum, the advice of qualified professionals and look at different alternatives before making any firm decisions.

4. Consideration should be given to the following:

- 4.1 Pros and cons should be investigated in detail to understand the benefits of savings on electricity or free electricity, these need to be weighed up against up front capital costs, and future liabilities. The agreement should not take the form of, or have the effect of, a lease (with the exception of an Academy school). The landowner (usually either the Diocese Board of Finance or Vicar & Church Wardens for both Voluntary Aided and Voluntary Controlled schools) **will not sign the agreement.**
- 4.2 It is for the school to check with their insurance provider (arranged through the Local Authority) that the insurance covers the solar panels and the risks that may come with them such as Lithium Batteries and Bird Protection.
- 4.3 The feed in tariff, which pays you for any surplus electricity you produce but don't use, has been replaced by the Smart Export Guarantee, as of 01/01/2020. SEG tariffs vary between energy suppliers but most offer 3-5p/kWh.
- 4.4 Hidden clauses to consider:
- Restrictive provisions for change and if trustees wish to terminate the agreement
 - Site maintenance provisions that are onerous, complicated, or expensive
 - Responsibility for removal of panels at the end of economic life
 - Impact of removal and maintenance obligations if the company becomes insolvent
 - Lengthy documents and agreement of landowner to install required
 - Schools to pay set or variable amounts for energy generally set by the provider and buy back
 - No guarantee that energy will be generated and provide expected savings. Locked into one provider for several years
 - Percentage of actual energy provided can be as low as 30%
 - Length of agreement
 - Feed in tariffs assigned to solar panel provider (to cover their capital outlay and generate their profit from the scheme)
 - Strict and major penalty clauses
 - Consequences if the Governing Body of school opts to change status to academy, or is required/chooses to relocate, or if closure of school is possibility
 - Penalties particularly where a MAT (involving other church schools) would be expected to take over this agreement and liabilities and the potential consequences for those other schools.

5. Process

- 5.1 The Governing Body of a Church school should undertake due diligence and evidence that they have thoroughly investigated and considered the legal and/or surveying advice. They should then request the DBE to consider and agree to the Governing Body entering into the proposed agreement. The request from the Governing Body should include, as a minimum, a copy of the land ownership information where known for the school site, a copy of the school site trust deed (if available), a copy of the proposed agreement, a copy of the independent legal and/or surveying advice taken by the Governing Body (or a detailed explanation as to why this was not obtained), details of any negotiations undertaken on the proposed agreement and any further relevant information. Local Authority bulk schemes have a different process where the LA will contact the DBE and provide the relevant information.
- 5.2 The DBE will agree or not agree dependent on a variety of considerations, including among others, land and buildings designation and advice on proposed legal agreement, each considered on its merits. Each will be reviewed on an individual basis.
- 5.3 The DBE may require the Governing Body to obtain independent professional (legal or surveying) advice as a condition of proceeding. The DBE may seek its own independent professional advice (legal or surveying) and commission any report it considers reasonably necessary. This will include any aspect of the site, buildings or proposed legal agreement or other key aspects depending on the nature of the proposed agreement. The Governing Body of the Church school will be required to meet that expense.
- 5.4 The Governing Body will be asked to sign an indemnity to the DBE and DBF/site Trustees if it proceeds with the proposed legal agreement. A copy of the signed agreement together with any supporting documentation and building survey should be sent to Rachel.bell@chichester.anglican.org Land and Buildings Officer for the Diocese, prior to installation.
- 5.5 The DBE and site Trustees will not accept liability for any faulty equipment or legal claims made by either party in the future or provide funding to support this.

6. Indemnity

An example of the indemnity that may be required from the Governing Body is as below: (this may be cut and pasted on to your school headed paper then returned to Rachel.bell@chichester.anglican.org)

Indemnity

The Governing Body ("the Governing Body") of [] Church of England [Primary/Secondary] School ("the School") of [address]

To

The Chichester Diocesan Fund and Board of Finance (Incorporated)/Vicar and Churchwardens as trustees of the School and the Chichester Diocesan Board of Education as Diocesan Authority (together being "the Diocese") In this indemnity, references to "Claims" means all demands, claims, proceedings, penalties, fines and liabilities (whether criminal or civil, in contract, tort or otherwise) and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

The Governing Body of the School must indemnify and keep indemnified the Diocese from and against all Claims suffered or incurred by the Diocese arising from or as a result of:

1. the exercise or the purported exercise of any powers, authorities or discretions vested in the Governing Body and affecting the provisions of an agreement entered into by the Governing Body with in respect of the installation, maintenance, ownership and use of a new Solar PV System at the School and which is dated ("the Agreement");

2. any matter or thing done or omitted or in any way to be done or relating to the provisions of the Agreement and/or the enforcement of the Agreement;
3. any breach by the Governing Body of its covenants or other obligations owed to the Chichester Diocesan Board of Finance (Incorporated), the site trustees and the Diocesan Board of Education pursuant to the school being a Church school under the authority of the Chichester Diocesan Board of Education and such breach arising in the relation to the Agreement.

Signed by [],

the Chair of Governors of the School

Dated []

**Policy agreed by the Chichester Diocesan Board of Education February 2026.
To be reviewed December 2027.**

Signed by Vice Chair of Diocese of Chichester Board of Education on 26th March 2026