



Comhairle Contae Chill Mhantáin Wicklow County Council

Pleanáil, Forbairt Eacnamaíochta agus Tuaithe
Planning, Economic and Rural Development

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel (0404) 20148
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Suíomh / Website. www.wicklow.ie

Andrew & Thea Hendry
Millcourt
Tinahely
Co. Wicklow
Y14 NX95

11th Of May 2026

RE: Declaration in accordance with Section 5 of the Planning & Development Acts
2000 (As Amended) -EX49/2026

A Chara,

I enclose herewith Declaration in accordance with Article 5 (2) (A) of the Planning &
Development Act 2000.

Where a Declaration is used under this Section any person issued with a Declaration under
subsection (2) (a) may, on payment to An Coimisiún Pleanála of such fee as may be
prescribed, refer a declaration for review by the Coimisiún within four weeks of the date of
the issuing of the declaration by the Local Authority.

Is mise, le meas,

ADMINISTRATIVE OFFICER
PLANNING DEVELOPMENT & ENVIRONMENT.





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DECLARATION IN ACCORDANCE WITH ARTICLE 5 (2) (A) OF THE PLANNING & DEVELOPMENT ACT 2000 AS AMENDED

Applicant: Andrew Hendry & Thea Hendry

Location: Millcourt, Tinahey, Co. Wicklow Y14 NX95

Reference Number: EX 49/2026

CHIEF EXECUTIVE ORDER NO. CE/PERD/2026/546

A question has arisen as to whether “solar panels” at Millcourt, Tinahey, Co. Wicklow Y14 NX95 is or is not exempted development.

Having regard to:

- The details submitted with the Section 5 Declaration Application, and further information details submitted on the 2nd May 2026.
- Location of development within Tinahey Architectural Conservation Area as set out in the Tinahey Town Plan 2022-2028
- Planning Permission Register Reference PRR 97/7173
- Sections 2, 3 and 4 of the Planning and Development Act 2000 (as amended)
- Article 6, 9 and Class 2(c) of the Planning and Development Regulations 2001 (as amended)

Main Reasons with respect to Section 5 Declaration:

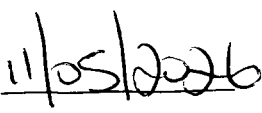
- The placement of solar panels on the roof of Millcourt involves operations of construction and would be works having regard to meaning set out in Section 2 of the Planning and Development Act 2000 (as amended).
- These works would come within the definition of development as set out in Section 3 (1)(a) of the Planning and Development Act 2000 (as amended).
- The solar panels placed on the dwelling would come within the description and limitations set out in Class 2 (c) : Part 1: Schedule 2 of the Planning and Development Regulations 2001 (as amended), and would meet all limitations thereunder, and nothing within Article 9 would impact on this exemption. In particular the installed solar panels would not materially affect the character of the Architectural Conservation Area (ACA) in which this structure is located as:
 - The dwelling is located off a cul-de-sac which serves the rear of the properties fronting onto Kevin Street and Bridge Street. The existing dwelling is a modern infill which was permitted by reference PRR 97/7173. The placement of solar panels on this structure would not impact on the character of the ACA or on its setting given the character of the structure a modern infill, and its location within the ACA.

The Planning Authority considers that “solar panels” at Millcourt, Tinahey, Co. Wicklow Y14 NX95 is development and IS exempted development.

Signed:


ADMINISTRATIVE OFFICER
PLANNING DEVELOPMENT & ENVIRONMENT

Date:





WICKLOW COUNTY COUNCIL

PLANNING & DEVELOPMENT ACTS 2000 (As Amended)
SECTION 5

CHIEF EXECUTIVE ORDER NO. CE/PERD/2026/546

Reference Number: EX 49/2026

Name of Applicant: Andrew Hendry & Thea Hendry

Nature of Application: Section 5 Referral as to whether “solar panels” is or is not development and is or is not exempted development.

Location of Subject Site: Millcourt, Tinahey, Co. Wicklow Y14 NX95

Report from Edel Bermingham, T/SP

With respect to the query under Section 5 of the Planning & Development Act 2000 as to whether “solar panels at Millcourt, Tinahey, Co. Wicklow U14 NX9 is or is not exempted development within the meaning of the Planning & Development Act 2000 (as amended)

Having regard to:

- a) The details submitted with the Section 5 Declaration Application, and further information details submitted on the 2nd May 2026.
- b) Location of development within Tinahely Architectural Conservation Area as set out in the Tinahely Town Plan 2022-2028
- c) Planning Permission Register Reference PRR 97/7173
- d) Sections 2, 3 and 4 of the Planning and Development Act 2000 (as amended)
- e) Article 6, 9 and Class 2(c) of the Planning and Development Regulations 2001 (as amended)

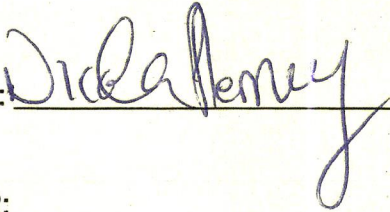
Main Reasons with respect to Section 5 Declaration:

1. The placement of solar panels on the roof of Millcourt involves operations of construction and would be works having regard to meaning set out in Section 2 of the Planning and Development Act 2000(as amended).
2. These works would come within the definition of development as set out in Section 3 (1)(a) of the Planning and Development Act 2000(as amended).
3. The solar panels placed on the dwelling would come within the description and limitations set out in Class 2 (c) : Part 1: Schedule 2 of the Planning and Development Regulations 2001 (as amended), and would meet all limitations thereunder, and nothing within Article 9 would impact on this exemption. In particular the installed solar panels would not materially affect the character of the Architectural Conservation Area (ACA) in which this structure is located as :

The dwelling is located off a cul-de-sac which serves the rear of the properties fronting onto Kevin Street and Bridge Street. The existing dwelling is a modern infill which was permitted by reference PRR 97/7173 . The placement of solar panels on this structure would not impact on the character of the ACA or on its setting given the character of the structure a modern infill, and its location within the ACA.

Recommendation:

The Planning Authority considers that "solar panels" at Millcourt, Tinahey, Co. Wicklow Y14 NX95 is development and is exempted development as recommended in the planning reports.

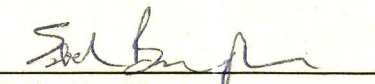
Signed: 

Date: 11/05/2026

ORDER:

I HEREBY DECLARE:

THAT "solar panels" at Millcourt, Tinahey, Co. Wicklow Y14 NX95 is **development and is exempted** development within the meaning of the Planning & Development Acts 2000 (as amended).

Signed: 

T/Senior Planner
Planning, Economic & Rural Development

Date: 11/5/2026

Section 5 Application EX 49/2026

Date : 11/5/2026

Exemption Whether or not :

Solar Panels

constitutes exempted development within the meaning of the Planning and Development Acts, 2000(as amended).

Assessment of Further Information :

See previous report dated the 30/4/2026. Further information issued on foot of this report and a reply was received on the 2nd May 2026.

Item

- (a) Please confirm that the distance between the plane of the roof and the solar panels does not exceed 15cm.
- (b) Please confirm that the solar panels are all a minimum of 50cm from the edge of the roof on which it is mounted.

The applicant has submitted confirmation from the contractor that the solar panels installation accords with the limitations set out above. As all limitations have been met the solar panel installation.

Article 9 (1) (a) (xii) provides that the following shall not be exempted development where the carrying out of works would

(xii) further to the provisions of section 82 of the Act, consist of or comprise the carrying out of works to the exterior of a structure, where the structure concerned is located within an architectural conservation area or an area specified as an architectural conservation area in a development plan for the area or, pending the variation of a development plan or the making of a new development plan, in the draft variation of the development plan or the draft development plan and the development would materially affect the character of the area,

As previously identified the dwelling sits off the main road and is accessed off a cul-de-sac which serves the rear of the properties fronting onto Kevin Streed and Bridge Street, and also provides access to a small housing development Millcourt Estate. The existing dwelling is a modern infill which was permitted by reference PRR 97/7173 . The placement of solar panels on this structure would not impact on the character of the ACA or on its setting given its location and as it is a modern structure within the area, and thus already is out of step with the historic town character. Therefore the works would not materially affect the character of the area.

Therefore the installed Solar Panels would be exempted having regard to Class 2(c) of the Regulations.

Recommendation ;

With respect to the query under Section 5 of the Planning and Development Act 2000(as amended), as to whether

the solar panels placed on Millcourt, Tinahely, Y14NX95 constitutes exempted development within the meaning of the Planning and Development Acts, 2000(as amended).

The Planning Authority consider that the solar panels placed on Millcourt, Tinahely, Y14NX95 **is Development and is Exempted development.**

Main Considerations with respect to Section 5 Declaration :

- a) The details submitted with the Section 5 Declaration Application, and further information details submitted on the 2nd May 2026.
- b) Location of development within Tinahely Architectural Conservation Area as set out in the Tinahely Town Plan 2022-2028
- c) Planning Permission Register Reference PRR 97/7173
- d) Sections 2 , 3 and 4 of the Planning and Development Act 2000 (as amended)
- e) Article 6, 9 and Class 2(c) of the Planning and Development Regulations 2001 (as amended)

Main Reasons with respect to Section 5 Declaration :

- i. The placement of solar panels on the roof of Millcourt involves operations of construction and would be works having regard to meaning set out in Section 2 of the Planning and Development Act 2000(as amended).
- ii. These works would come within the definition of development as set out in Section 3 (1)(a) of the Planning and Development Act 2000(as amended).
- iii. The solar panels placed on the dwelling would come within the description and limitations set out in Class 2 (c) : Part 1: Schedule 2 of the Planning and Development Regulations 2001 (as amended), and would meet all limitations thereunder, and nothing within Article 9 would impact on this exemption. In particular the installed solar panels would not materially affect the character of the Architectural Conservation Area (ACA) in which this structure is located as :

The dwelling is located off a cul-de-sac which serves the rear of the properties fronting onto Kevin Street and Bridge Street. The existing dwelling is a modern infill which was permitted by reference PRR 97/7173 . The placement of solar panels on this structure would not impact on the character of the ACA or on its setting given the character of the structure a modern infill, and its location within the ACA.

Sei Cunningham TISP

11/5/2026

Section 5 Application EX 49/2026

Date : 30/4/2026

Applicant : Andrew Hendry & Thea Hendry

Address : Millcourt, Tinahely Co. Wicklow. .

Exemption Whether or not :

Solar Panels

constitutes exempted development within the meaning of the Planning and Development Acts, 2000(as amended).

Planning History :

97/7173 Permission Granted for 2 storey house.

County Development Plan

Tinahely Town Plan

6.10 Tinahely Architectural Conservation Area (ACA)

The extent of the Tinahely ACA is outlined on the attached Heritage Map. The character of the ACA is defined as follows:

The ACA contains an important and attractive townscape of well-proportioned stone built town houses, commercial and public buildings dating mainly from the 18th and early 19th centuries, built along the backdrop of the Derry River, at the junction of the Shillelagh-Wicklow and Hacketstown roads.

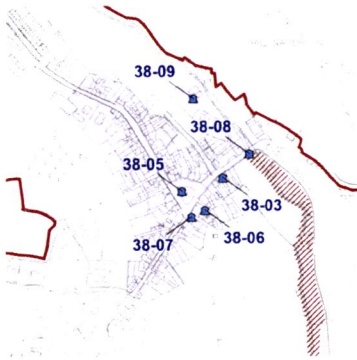
The character of the ACA is essentially formed by the combination of the traditional urban Irish streetscape of restrained frontages to residential and retail properties, with a number of notable administrative and substantial mill buildings. The traditional streetscape provides a foil to the Market House which is the most outstanding building in the town.

Market Square, with its Market House and Court House, Pound Lane, Barton Street, the milling area at the Derry and Tinahely Bridge comprise the main historic area of Tinahely. The buildings fronting onto Market Square are substantial with extensive outbuildings and lands to the rear. They comprise an important "set piece" of small town urban design and planning. Later additions also of importance are the terraced workers' cottages on the Hacketstown Road and the Methodist Church and Manse. In general, the stone built structures of this period are a valuable non-renewable cultural resource that contributes strongly to the cultural identity of the town and merits treatment as a conservation area.

Other features of note, that contribute to the character of the ACA include:

- Barton Street predominantly comprising well presented double fronted two-storey houses, mainly with classical detailing around doors and windows;
- The present bank building, a former hotel, is a substantial double fronted five-bay property with a shop frontage inserted into one bay on the ground floor;
- The old Constabulary, situated to the south-west of the Courthouse, with its rounded corner, provides an important stop to the south-west corner of the square. The recent insertion of a modern shopfront diminishes the corner;
- Structures listed on the Record of Protected Structures;
- Victorian style shopfronts.

It is important that the character of the town is not eroded by insensitive adaptations or remodelling of façades.



Relevant legislation :

Planning and Development Act 2000 (as amended)

“structure” means any building, structure, excavation, or other thing constructed or made on, in or under any land, or any part of a structure so defined, and—

(a) where the context so admits, includes the land on, in or under which the structure is situate, and

(b) in relation to a protected structure or proposed protected structure, includes—

- (i) the interior of the structure,
- (ii) the land lying within the curtilage of the structure,
- (iii) any other structures lying within that curtilage and their interiors, and
- (iv) all fixtures and features which form part of the interior or exterior of any structure or structures referred to in *subparagraph (i) or (ii)*;

“works” includes any act or operation of construction, excavation, demolition, extension, alteration, repair or renewal and, in relation to a protected structure or proposed protected structure, includes any act or operation involving the application or removal of plaster, paint, wallpaper, tiles or other material to or from the surfaces of the interior or exterior of a structure.

Section 3 :

3.—

(1) In this Act, except where the context otherwise requires, "development" means—

- (a) the carrying out of any works in, on, over or under land, or the making of any material change in the use of any land or structures situated on land, or
- (b) development within the meaning of Part XXI (inserted by section 171 of the Maritime Area Planning Act 2021).

Section 4 :

4.—

(1) The following shall be exempted developments for the purposes of this Act—

(h) development consisting of the carrying out of works for the maintenance, improvement or other alteration of any structure, being works which affect only the interior of the structure or which do not materially affect the external appearance of the structure so as to render the appearance inconsistent with the character of the structure or of neighbouring structures;

3) A reference in this Act to exempted development shall be construed as a reference to development which is—

- (a) any of the developments specified in subsection (1), or
- (b) development which, having regard to any regulations under subsection (2), is exempted development for the purposes of this Act.

(4A) Notwithstanding subsection (4), the Minister may make regulations prescribing development or any class of development that is—

- (a) authorised, or required to be authorised by or under any statute (other than this Act) whether by means of a licence, consent, approval or otherwise, and
- (b) as respects which an environmental impact assessment or an appropriate assessment is required,
to be exempted development.

Planning and Development Regulations 2001(as amended).

Article 6

(1) Subject to article 9, development of a class specified in column 1 of Part 1 of Schedule 2 shall be exempted development for the purposes of the Act, provided that such development complies with the conditions and limitations specified in column 2 of the said Part 1 opposite the mention of that class in the said column 1.

Article 9(1) Note see Regulations for full Article

Development to which article 6 relates shall not be exempted development for the purposes of the Act—

- (a) if the carrying out of such development would—
< See Regulations for List >

Schedule 2 : Part 1

Class 2 (c) The placing or erection on a roof of a house, or within the curtilage of a house, or on a roof of any ancillary buildings within the curtilage of a house (this class does not include apartments) of a solar photo-voltaic and/or a solar thermal collector installation.

Limitations

1. The distance between the plane of the roof and the solar photo-voltaic or solar thermal collector panels shall not exceed 50cm in the case of a flat roof or 15cm in any other case.
2. The solar photo-voltaic or solar thermal collector panels shall be a minimum of 50cm from the edge of a roof on which it is mounted.
3. Any free-standing solar photo-voltaic or solar thermal collector installation shall not be placed or erected forward of the front wall of the house.
4. The total aperture area of any free-standing solar photo-voltaic and solar thermal collector panels taken together with any other such existing free-standing panels shall not exceed 25 square metres.
5. The placing or erection of any free-standing solar photo-voltaic or solar thermal collector installation shall not reduce the remaining area of private open space, reserved exclusively for the use of the occupants of the house, to the rear or to the side of the house to less than 25 square metres.
6. The height of any free-standing solar photo-voltaic or solar thermal collector installation shall not exceed 2.5 metres at its highest point above ground level.
7. The placing or erection of a solar photo-voltaic or solar thermal collector installation on any wall shall not be exempted development.
8. The placing or erection of any free-standing solar photo-voltaic or solar thermal collector installation within an Architectural Conservation Area shall only be exempted development if those works would not materially affect the character of the area.
9. Development under this Class which causes hazardous glint and/or glare shall not be exempted development and any solar photo-voltaic or solar thermal collector panels which are causing hazardous glint and/or glare shall either be removed or be covered until such3. Any free-standing solar photo-voltaic or solar thermal collector installation shall not be placed or erected forward of the front wall of the house.

Assessment

The Section 5 application seeks a declaration as to whether the placement of solar panels on dwelling at Millcourt, Tinahely, is or is not development or is or is not exempted development .

The first question to be asked is whether the identified works are or are not development. It is evident that the demolition of the existing extension and replacement with a new 37.8sqm extension involves operations of construction and demolition and would therefore be works having regard to Section 2 of the Planning and Development Act 2000(as amended). These works would come within the definition of development as set out in Section 3 (1)(a) of the Planning and Development Act 2000(as amended).

The relevant exemption with respect to the construction of the extension is Class 2(c) of Part 1; Schedule 2 of the Planning and Development Regulations 2001 (as amended) i.e.

Class 2 provides that the placing or erection on a roof of a house, or within the curtilage of a house, or on a roof of any ancillary buildings within the curtilage of a house (this class does not include apartments) of a solar photo-voltaic and/or a solar thermal collector installation.

The works would come within this description. There are a number of limitations the works must be proofed against, and the assessment is set out below i.e.

Limitation 1 – Insufficient information to confirm.

Limitation 2 – Insufficient information to confirm

Limitation 3- N/A

Limitation 4 – N/A

Limitation 5- N/A

Limitation 6- N/A

Limitation 7 – N/a

Limitation 8 – The development is located on within Tinahely ACA. As identified in the Tinahely Town Plan the character of this area is

is essentially formed by the combination of the traditional urban Irish streetscape of restrained frontages to residential and retail properties, with a number of notable administrative and substantial mill buildings. The traditional streetscape provides a foil to the Market House which is the most outstanding building in the town.

The dwelling sits off the main road and is accessed off a cul-de-sac which serves the rear of the properties fronting onto Kevin Street and Bridge Street, and also provides access to a small housing development Millcourt Estate. The existing dwelling is a modern infill which was permitted by reference PRR 97/7173 . The placement of solar panels on this structure would not impact on the character of the ACA or on its setting given its location and as it is a modern structure within the area, and thus already is out of step with the historic town character. Therefore this limitation is met.

Limitation 9 – glint/ glare impacts not evident.

Further clarity is required with respect to Limitation 1 and Limitation 2 to confirm that the works are exempt.

Recommendation :

Further Information :

In order to fully assess the exemption declaration request the following information should be submitted –

- (a) Please confirm that the distance between the plane of the roof and the solar panels does not exceed 15cm.
- (b) Please confirm that the solar panels are all a minimum of 50cm from the edge of the roof on which it is mounted.

Stuart Cunningham T/SF

30/4/2026

MEMORANDUM

WICKLOW COUNTY COUNCIL

**TO: Edel Bermingham
T/ Senior Planner**

**FROM: Nicola Fleming
Staff Officer**

**RE: - EX49/2026 - Declaration in accordance with Section 5 of the
Planning & Development Acts 2000 (as amended)**

I enclose herewith for your attention application for Section 5 Declaration received 09/04/2026 along with FI received on 02/05/2026.

The due date on this declaration is the 22/05/2026.



**Staff Officer
Planning Development & Environment**

Nicola Fleming

From: Nicola Fleming
Sent: Wednesday 6 May 2026 11:10
To: 'andrew hendry'
Subject: RE: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels

I acknowledge receipt of the Further Information submitted in relation to the above and to advise a decision is due on 22/05/2026.

Regards,

Nicola Fleming

Oifigeach Foirne - Staff Officer

Pleanáil, Forbairt Eacnamaíochta & Tuaithe - Planning, Economic & Rural Development -

Comhairle Contae Chill Mhantáin, Halla an Chontae, Bóthar an Stáisiúin, Cill Mhantáin, A67 FW96
Wicklow County Council, County Building, Station Road, Wicklow Town, A67 FW96

Ph☎: +353 (0404) 20148 |

Website: <http://www.wicklow.ie>



Comhairle Chontae Chill Mhantáin
Wicklow County Council

From: andrew hendry <
Sent: Saturday 2 May 2026 22:31
To: Gerard O'Brien <GOBrien@wicklowcoco.ie>; Planning - Planning and Development Secretariat <plandev@wicklowcoco.ie>
Subject: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels

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Attached is my confirmation that regulations were followed see my response.

I will also get a formal letter from the supplier OHK Energy that they Complied with Planning and Development Act 2000 (as amended).

I have done a manual calculation as the owner on site.

I have also attached photos.

Please as soon as you have confirmation by the contractor JFW Renewables now OHK Energy that comply with the measurements in your letter Reference EX49/2026.

See below and please will you send the Certificate of Exemption in terms of Section 5 if planning is in agreement with my manual measurements to my

Email

Please post original to our address for the new owner as it is our only outstanding document for the sale of our property and the purchase of our new property in Ferns Wexford.

Regards

Andrew and Thea Mobile + (Andrew) or + (Thea)

Tel H

Thea Mobile: +.

Alt Email: _____ OR /

----- Forwarded message -----

From: **andrew hendry**
Date: Sat, 02 May 2026, 21:02
Subject: Re: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels
To: <info@ohkenergy.com>, Michelle Lavery <michelle.lavery@ohkenergy.com>, Thea Love <...>, andrew hendry <...>

----- Forwarded message -----

From: **andrew hendry** <...>
Date: Sat, May 2, 2026 at 8:09 PM
Subject: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels
To: <info@ohkenergy.com>, Michelle Lavery <michelle.lavery@ohkenergy.com>, Thea Love <...>, andrew hendry <...>

Dear Lisa -Marie Tully and Michelle

Please confirm on a formal letter that the installation team complied with the regulations when the solar panels were installed at Millcourt Tinahely Wicklow Y14NX95.

Please find attached my response to Reference Letter Ex49/2026. The SEAI confirmed requirements were complied with by the contractors that was on the news brief and the same regulations that were enacted.

Attached the proof (Invoice from JFW Renewables grant was approved by SEAI and this in itself proof that the contractor now OHK Energy in May 2024 they installed 12 panels these the were photos of all of the solar panels attached.

Pleass see the letter from the contractor confirming the installation of the Solar Panels done by JFW Renewable now OHK Energy take responsibility and accountability for installing and they followed regulations with regard to the installation of solar panels at Millcourt, Tinahely, Wicklow Y14NX95

Regards

Andrew and Thea Mobile +353 87 1234567 (Andrew) or +353 87 7654321 (Thea)

Tel H

Thea Mobile: +

Alt Email:

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=

ola Fleming

From: andrew hendry <andrew.hendry@ohkenergy.com>
Sent: Sunday 3 May 2026 21:37
To: Michelle Lavery; lisamarie@ohkenergy.ie; Planning - Planning and Development Secretariat; Gerard O'Brien
Cc: Thea Love
Subject: Certificate of Exemption for 12 Solar Panels on the roof of Millcourt, Tinahely, Wicklow, Y14NX95. Section 5 of the Planning and Development Act 2000 (amended)
Attachments: Invoice from JFW Renewables.pdf

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Attached are some photos that I have taken of the installation.

On Fri, May 1, 2026 at 4:46 PM andrew hendry <andrew.hendry@ohkenergy.com> wrote:

The solar panels were installed at our house on 24 May 2024. In April 2026 new legislation was passed but it was in the October brief by the minister of housing and in the Act that was passed that no exemption was needed for solar panels on a residential address unless it was close to a helipad and or airport. He said in the same press meeting that for agri-cultural and conservation area the installers of the solar panels should comply with restrictions of not been mounted more than 15 cm from the roof or closer than 50 cm from the edge which was also said at this new brief in October 2022.

I did query this with Lisa -Marie Tully (Group Service Manager) that if the Wicklow City Council needed a formal letter that you as the supplier and installer can confirm that these regulations in the letter attached were complied with. Please see attached letter and reply with a formal confirmation and photos which I think are on OHK Energy (taken over JFW Renewables)

Please email me the letter that confirms that we have complied as Tinahely is in a Conservation and Architectural area.

Regards
Andrew and Thea Hendry
Millcourt, Tinahely

On Fri, May 1, 2026 at 4:17 PM Michelle Lavery <michelle.lavery@ohkenergy.com> wrote:
Hi Andrew, this is my email so you can forward over the documents.
Thank you.

Kind Regards,
Michelle Lavery,
Grants Department Manager.

M:0818470928



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Invoice
3929

Invoice To:
Andrew John Hendry
MILLCOURT
TINAHELY
CO. WICKLOW

Deliver To:
Andrew John Hendry
MILLCOURT
TINAHELY
CO. WICKLOW

JFW Renewables Limited (Company Number 687089)
Tonaroasty
Masonbrook
Loughrea
Galway

Y14 NX95
Ireland

Y14 NX95
Ireland

Tel: 091470928
E-Mail: finance@jfwrenewables.ie
Web address: www.jfwrenewables.ie

Invoice Date	Ref. No.	Account Manager	Payment Due	Reference No.	Credit Terms
29/05/2024		Admin Team	29/05/2024	4343	C.O.D.

Code	Description	Discount	Price	VAT Rate	Quantity	Total
002 01	Residential with battery: SYSTEM SIZE - (5.22 kW), 12X Jinko BI FACIAL Tiger Neo N- Type JKM435N-54HL4R-BDV panels, HUAWEI SUN2000- 5KTL-L1 inverter, HUAWEI SUN2000 LUNA 10kW Battery, EDDI hot water diverter, HUAWEI Smart Meter, 2X HUAWEI Optimizers		15,800.00		1	15,800.00
004	BER Report		243.90	23.00%	1	243.90
SEAIGRANT	SEAI Grant		-2,100.00		1	-2,100.00

VAT Rate %	Net	VAT	Gross
23.00%	243.90	56.10	300.00
0.00%	-2,100.00	0.00	-2,100.00
0.00%	15,800.00	0.00	15,800.00
	€13,943.90	€56.10	€14,000.00

Total Net	13,943.90
Total VAT	56.10
Total Gross	€14,000.00

Notes: CORMAC
Payment Terms: DEPOSIT €5600
ON COMPLETION €8400
SEAI GRANT AMOUNT ALREADY DEDUCTED



Payment Advice

Account Name: JFW RENEWABLES LTD
Bank Name: AIB
BIC/SWIFT: AIBKIE2D
IBAN: IBAN IE58 AIBK 937428 2183 4202

Customer Name: Andrew John Hendry
Customer Code: ANDRE019
Invoice No.: 3929
Amount Due: €8,400.00
Credit Terms: C.O.D.

Terms & Conditions
Unless otherwise specified all invoices are due net 30 days from date of Shipment. PRICES INVOICED WILL BE THOSE IN EFFECT AT TIME OF SHIPMENT. All prices are f o b point of manufacture. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. JFW VAT Number: 3739754FH

I have done a manual calculation as the owner on site.

I have also attached photos.

Please as soon as you have confirmation by the contractor JFW Renewables now OHK Energy that comply with the measurements in your letter Reference EX49/2026.

See below and please will you send the Certificate of Exemption in terms of Section 5 if planning is in agreement with my manual measurements to my

Email

Please post original to our address for the new owner as it is our only outstanding document for the sale of our property and the purchase of our new property in Ferns Wexford.

Regards

Andrew and Thea Mobile +353 (0)87 911 1111 (rew) or +353 (0)87 911 1111 (thea)

Tel F

Thea Mobile:

Alt Email: andrew.hendry@ohkenergy.com n/ OR thea.love@ohkenergy.com

----- Forwarded message -----

From: **andrew hendry** <andrew.hendry@ohkenergy.com>
Date: Sat, 02 May 2026, 21:02
Subject: Re: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels
To: <info@ohkenergy.com>, Michelle Lavery <michelle.lavery@ohkenergy.com>, Thea Love <thea.love@ohkenergy.com>, andrew hendry <andrew.hendry@ohkenergy.com>

----- Forwarded message -----

From: **andrew hendry** <andrew.hendry@ohkenergy.com>
Date: Sat, May 2, 2026 at 8:09 PM
Subject: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels
To: <info@ohkenergy.com>, Michelle Lavery <michelle.lavery@ohkenergy.com>, Thea Love <thea.love@ohkenergy.com>, andrew hendry <andrew.hendry@ohkenergy.com>

Dear Lisa -Marie Tully and Michelle

Nicola Fleming

From:
Sent: Wednesday 6 May 2026 08:49
To: Nicola Fleming
Subject: FW: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels

..e.

Kind Regards

Gerard O'Brien | Clerical Officer | Planning, Economic & Rural Development
Gearóid Ó Briain | Oifigeach Cléireachais | Pleanáil, Forbairt Eacnamaíochta & Tuaithe

Wicklow County Council, County Building, Station Road, Wicklow Town, A67 FW96
Comhairle Contae Chill Mhantáin, Halla an Chontae, Bóthar an Stáisiúin, Cill Mhantáin, A67 FW96
Ph(: +353 (0404) 20148 |
Website: <http://www.wicklow.ie>



Comhairle Chontae Chill Mhantáin
Wicklow County Council

From: andrew hendry <>
Sent: Saturday 2 May 2026 22:31
To: Gerard O'Brien <GOBrien@wicklowcoco.ie>; Planning - Planning and Development Secretariat <plandev@wicklowcoco.ie>
Subject: Reference from Wicklow County Council Ex 49/2026 Certificate of Exemption for Solar Panels

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[learn why this is important](#)

External Sender - From: (andrew hendry

[Learn More](#)

This message came from outside your organisation.

CAUTION This email originated from outside Wicklow County Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Attached is my confirmation that regulations were followed see my response.

I will also get a formal letter from the supplier OHK Energy that they Complied with Planning and Development Act 2000 (as amended).

Please confirm on a formal letter that the installation team complied with the regulations when the solar panels were installed at Millcourt Tinahely Wicklow Y14NX95.

Please find attached my response to Reference Letter Ex49/2026. The SEAI confirmed requirements were complied with by the contractors that was on the news brief and the same regulations that were enacted.

Attached the proof (Invoice from JFW Renewables grant was approved by SEAI and this in itself proof that the contractor now OHK Energy in May 2024 they installed 12 panels these the were photos of all of the solar panels attached.

Pleass see the letter from the contractor confirming the installation of the Solar Panels done by JFW Renewable now OHK Energy take responsibility and accountability for installing and they followed regulations with regard to the installation of solar panels at Millcourt, Tinahely, Wicklow Y14NX95

Regards

Andrew and Thea Mobile () or ()

Tel H

Thea Mobile:

Alt Email: _____ R

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

=

MR ANDREW HENDRY AND THEA HENDRY
MILLCOURT
DWYER SQUARE
TINAHELY
CO WICKLOW
Y14 NX95
HOME TELEPHONE: +
CELLPHONE: +
ALTERNATE: +
EMAIL: ar



Reference: Ex49/2026 Application for a Certificate of Exemption under Section 5 of the planning and Development Acts 2000 (As Amended)

With reference to your letter dated 30 April 2026, I can confirm as per my measurements as the owner of the home regulations have been complied with regarding the installation of the solar panels on the roof that are in place regarding the Planning and Development Acts 2000 as amended for a architectural and conservation area.

- (a) The distance measured between the plane of the roof and solar panel does not exceed the 15 cm regulation as per owner's measurement of the standard height of the bracket used to mount that the solar panel is measured and confirmed as 12 cm in height which not more than 15 cm.
- (b) The solar panels by sight inspection and photos are installed in terms of the regulation as per the slate tile measurement on the roof from the bottom of the roof to the bottom of the solar panel and the side of the solar panel to the roof edge for the solar panels which are mounted on the roof is more than 50cm

We attach the supplier and installer letter confirming; and the invoice and photos attached are sent as proof that there was a SEAI grant that also in itself the grant confirms that the supplier and installer JFW Renewables now taken over by OHK Energy installation team complied with all regulations of the planning and development acts 2000 (as amended).

The contractor's agreement with the Client will also will transfer to the owner (Client) of the house and if it's found that there is any non- compliance from the suppliers (Contractor) OHK Energy took over then JFW Renewables agreements, This contract attached then protects the new owner (Client) of the residential house, to make the supplier (Contractor) rectify any non-compliance with the Planning and Development Acts as per attached invoice and suppliers contract with the new owner of the residential house.

The Solar Panels installed on a residential roof with 12 panels and two back up batteries with an inverter sending excess energy back to the grid as a Zero Carbon emission which is the cleanest renewable energy.

Regards

Andrew and Thea Mobile

(Andrew) or

(Thea)

Tel H

Thea Mobile: . . .

Alt Email

[n](#)

MR ANDREW HENDRY AND THEA HENDRY
MILLCOURT
DWYER SQUARE
TINAHELY
CO WICKLOW
Y14 NX95
HOME TELEPHONE:
CELLPHONE:
ALTERNATE
EMAIL



JFW RENEWABLES LIMITED

AND

THE CUSTOMER

SUPPLY AND INSTALLATION AGREEMENT

In connection with solar panels and related equipment

BETWEEN:

- (1) **JFW RENEWABLES LIMITED**, a company incorporated and registered in Ireland with company number 687089 whose registered office is at Tonaroasty, Masonbrook, Loughrea, Galway, Ireland (the “**Supplier**”)
 - (2) **CUSTOMER** as defined in the accompanying Order Acknowledgement
- (together, the “Parties” and each a “Party”).

BACKGROUND

- A. The Supplier carries on the business of supplying and installing the Product(s).
- B. This Agreement is to be read in conjunction with the Order Acknowledgement that has been issued to the Customer by the Supplier.
- C. Pursuant to an Order made by the Customer and the subsequent Order Acknowledgement issued by the Supplier to accompany this Agreement, the Customer seeks to buy, and the Supplier undertakes to supply and install the Product(s) on the terms and conditions set out in this Agreement.

1 INTERPRETATION

The following definitions and rules of interpretation in this Clause apply in this Agreement.

1.1 Definitions:

- Agreement** means this agreement and for the avoidance of doubt any references to terms and conditions within the Order Acknowledgment or correspondence between the Parties shall be deemed to be a reference to the terms of this Agreement;
- BER Assessor** means an assessor qualified and registered to carry out a building energy rating assessment;
- Building Regulations** the Building Control Acts 1990 to 2020 and any and all subordinate legislation thereto (including but not limited to the Building Regulations 1997 to 2019 and the Building Control Regulations 1997 to 2022) as amended, extended, re-enacted, replaced or modified from time to time;
- Consents** any planning permission, retention permission (if applicable), fire safety certificate, disability access certificate, declaration of exempted development, architect’s opinion of exempted development or any other consent, approval or licence required under any applicable law, including but not limited to the Building Regulations, Planning Acts and Safety Regulations, or as may be otherwise specified in the Specifications;

Delivery	completion of delivery of Product(s) in accordance with Clause 6.1;
Delivery Date	a date notified to the Customer in writing after the date of this Agreement;
Delivery Location	the location for delivery of the Product(s) as agreed between the Parties in writing;
Delivery Location Conditions	the physical and other conditions of the Delivery Location (including without limitation the ground conditions and the condition of any previous or existing structures at the Delivery Location);
Delivery Longstop Date	60 days after the Delivery Date;
Force Majeure Event	war, floods, revolution, civil commotion, hurricanes, similar storms or other actions of the elements, acts of terrorism, acts of God or the public enemy, restrictions or restraints of governmental authorities whether state or local, whether civil or military, acts of civil or military authorities;
Good Industry Practice	at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced supplier and installer of solar panels seeking in good faith to comply with its contractual obligations, complying with all applicable statutory and regulatory requirements in accordance with industry norms, and engaged in the same type of undertaking and under the same or similar circumstances and conditions;
Installation	meaning that the Products are installed and are ready for service;
Order	means the order made by the Customer in relation to the supply and installation of the Products;
Order Acknowledgement	means the order acknowledgment provided to the Customer with this Agreement and the Supplier's Quotation;
Planning Acts	the Planning and Development Acts 2000 to 2021 as amended, extended, re-enacted, replaced or modified from time to time;
Price	means the total amount specified within the Order Acknowledgement for the supply and installation of the Products;
Product(s)	means such solar panel product(s) and equipment as set out in the Order Acknowledgement;

Quotation	means following an Order the written quotation provided to the Customer alongside the Order Acknowledgment and this Agreement;
Safety Regulations	the Safety, Health and Welfare at Work Act 2005 and the provisions of the Safety, Health and Welfare at Work (Construction) Regulations 2013 as amended, extended, re-enacted, replaced or modified from time to time;
SEAI Grant	means (subject to criteria being met) a grant offered by the Sustainable Energy Authority of Ireland in connection with the installation of solar products;
Services	the services set out in Clause 2.3;
Specifications	means as set out in the Order;
Tradesperson	means a third party tradesperson appointed on behalf of the Supplier to carry out certain aspects of the Services;
Working Day	a day (other than a Saturday or Sunday) on which banks are open for general business in Dublin.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 the headings are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement;
- 1.2.2 use of the singular includes the plural and vice versa;
- 1.2.3 a reference to one gender shall include a reference to the other genders;
- 1.2.4 any reference to 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- 1.2.5 any reference to a 'person' includes his successors, personal representatives and permitted assigns;
- 1.2.6 any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.7 any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom; and
- 1.2.8 if any action or duty to be taken or performed under any of the provisions of this Agreement would fall to be taken or performed on a day which is not a Working Day such action or duty shall be taken or performed on the Working Day next following such day.

2 SUPPLY AND INSTALLATION OF THE PRODUCT(S)

- 2.1 The Customer shall purchase such quantities of the Product(s) specified in the Order Acknowledgement.
- 2.2 For the avoidance of doubt, an Order Acknowledgement constitutes and memorialises an offer to purchase the Products in accordance with this Agreement and the Customer is responsible for ensuring that the terms of the Order Acknowledgement and any applicable specification are complete and accurate. Any written quotation or estimate provided by the Supplier shall constitute an invitation to treat and no binding contract until the Order Acknowledgement has been issued by the Supplier to the Customer and the Order Acknowledgment has been signed by the Customer.
- 2.3 Subject to receipt of payment in being made by the Customer in accordance with Clause 4.2, the Supplier shall use reasonable endeavours to supply, install and securely fix the required number of units of the Product(s) purchased by the Customer at the Delivery Location by the Delivery Date.
- 2.4 For the avoidance of doubt, the Supplier may subcontract elements of the Services without the consent of the Customer, including arranging for the appointment of a suitably qualified Tradesperson to install the Product(s) on the Supplier's behalf.
- 2.5 After the Order Acknowledgement, to the extent that the Supplier identifies that the conditions at the Delivery Location are not suitable for Installation, the Supplier reserves the right to cancel the Order at any time. For the avoidance of doubt, this includes a scenario where the Supplier or a Tradesperson attends the Delivery Location up to and including the Delivery Date and / or Delivery Longstop Date (whichever is later) and identifies its lack of suitability for Installation. In such circumstances, the Supplier will provide a full refund to the Customer of any monies paid.
- 2.6 Prior to the Delivery Date, the Customer agrees that it will remove any animal or environmental hazards from the attic space or exterior of the roof at the Delivery Location. For the purposes of this clause, animal hazards include any vermin such as bees, wasps, bats, birds or similar.
- 2.7 The Customer acknowledges that the Supplier may need to bolt ladders and / or scaffolding to exterior walls and to the extent that such action is necessary by the Supplier, the Customer confirms that the exterior walls are suitable for such purposes and that the Customer will leave any bolt(s) in place to allow further access in future.
- 2.8 The Customer warrants that all information stated in the Order and the Order Acknowledgement and / or any other information provided is true, accurate and complete.
- 2.9 The Customer warrants that its use of the Products is for its own use and the Customer either owns the premises where the Services are to be undertaken or the Customer has secured all the authority required to place the Order and for all Services to be carried out in connection with the Order Acknowledgement.
- 2.10 The Supplier warrants that the Products delivered to the Customer shall be in conformity with the characteristics described in the corresponding Order Acknowledgement to ensure that the Products shall:
 - 2.10.1 correspond with their description and any applicable specification;

- 2.10.2 be of satisfactory quality (within the meaning of the Sale of Goods and Supply of Services Act 1893 and 1980, as amended).
- 2.11 Subject to Clause 9 (*Defects*), if the Products delivered to the Customer fail to conform with said characteristics or are otherwise defective, the Supplier shall, at the Supplier's sole discretion, replace, free of charge to the Customer, or refund to Customer any monies in respect of the purchase price paid by Customer for any such non-conforming or defective Products (save where such non-conformity or defect has arisen from or been contributed to by any act or omission or neglect on the part of the Customer), provided that on discovery of any alleged non-conformity or defect, the Customer shall give immediate notice to the Supplier with full details thereof. The Customer agrees that it will cooperate with the Supplier ensuring that any non-conforming Products are returned to the Supplier in a timely manner.
- 2.12 At any time, the Supplier may make minor changes to the Services to:
- 2.12.1 Reflect changes in relevant laws and regulatory requirements; and
- 2.12.2 To implement minor technical adjustments and improvements, subject always to the quality of the Services not being impacted.
- 2.13 Where an Order Acknowledgement states that a Tradesperson will carry out the Services and a Delivery Date is not specified within the Order Acknowledgement, the Supplier or a Tradesperson may contact you directly to agree the Delivery Date.

3 CUSTOMER'S OBLIGATIONS

- 3.1 Unless agreed otherwise in writing between the Parties, the Customer shall be responsible for procuring all necessary Consents required to enable the Services to be provided by the Supplier and shall procure any necessary statutory appointments as may be required in connection with the installation of the Products. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal costs suffered or incurred by the Supplier in the course of providing the Services, arising out of or in connection with any failure by the Customer, its employees or agents to procure any necessary Consents.
- 3.2 The Customer warrants that the Delivery Location Conditions are safe and do not pose a risk to health and/or a risk of damage to the Product(s). Furthermore, the Customer warrants that the Delivery Location Conditions are sufficient to support the structures being installed and that the electricity connection has sufficient capacity to allow the Products to function as intended. For the avoidance of doubt, the Supplier bears no responsibility to the Customer if the warranties in this Clause 3.2 are not met.
- 3.3 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal costs suffered or incurred by the Supplier in the course of providing the Services, arising out of or in connection with:
- 3.3.1 breach of this Clause 3;
- 3.3.2 any negligent act or omission of the Customer and its employees or agents;
or
- 3.3.3 the Delivery Location Conditions.

4 TERMS OF PAYMENT

- 4.1 The Supplier shall be entitled to invoice the Customer for the Services as of the date of the Order Acknowledgement for 30% of the Price (rounded up to the nearest one hundred euro) (the "**Deposit**") and the remaining balance of the Price upon Installation.
- 4.2 No installation is to be carried out without the Customer ensuring that the Deposit has been paid to Supplier. The remaining balance of the Price shall be paid in full by the Customer within 30 calendar days of receiving an invoice from the Supplier (the "**Payment Due Date**"). Payment shall be made to the bank account nominated in writing by the Supplier. For the avoidance of doubt, the Supplier will not upload any documentation for the purposes for any grants without payment having been made of the Deposit and the remaining balance in full by the Payment Due Date.
- 4.3 If the Customer fails to make any payment on Payment Due Date, without prejudice to any other right of remedy available hereunder or otherwise to the Supplier, the Supplier shall be entitled to charge the Customer interest (both before and after any judgment) on any amount unpaid at the rate of the rate prescribed for statutory interest pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2012 from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) such interest to accrue from day to day.
- 4.4 The Customer shall not be entitled to withhold payment of any invoice by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.

5 QUALITY AND PERFORMANCE OF THE SERVICES

- 5.1 The Product(s) supplied to the Customer by the Supplier under this Agreement shall:
- 5.1.1 conform to the Specifications;
 - 5.1.2 comply with all applicable statutory and regulatory requirements.
- 5.2 The Supplier shall ensure that the Product(s) are properly packed and secured in a manner to enable them to reach their destination in good condition.
- 5.3 The Supplier shall exercise reasonable skill and care in carrying out the Services in accordance with Good Industry Practice.
- 5.4 The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the Services.

6 DELIVERY

- 6.1 Delivery shall be deemed to have occurred when the Product(s) have arrived at the Delivery Location.
- 6.2 Delays in the delivery of the Product(s) shall not entitle the Customer to:
- 6.2.1 refuse to take delivery of the Product(s); or
 - 6.2.2 subject to Clause 12.1, terminate this Agreement in accordance with Clause 12.

The Supplier shall have no liability for any failure or delay in delivering the Product(s) by the Delivery Date to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under this Agreement or arising from a Force Majeure Event.

- 6.3 If the Customer fails to take delivery of the Product(s) by the Delivery Date then, except where that failure or delay is caused by the Supplier's failure to comply with its obligations under this Agreement or a Force Majeure Event, the Supplier shall store the Product(s) until Delivery takes place and charge the Customer for all related costs and expenses.

7 TITLE AND RISK

- 7.1 Risk in the Product(s) shall pass to the Customer on Delivery.
- 7.2 Title to the Product(s) shall pass to the Customer when the Supplier receives payment in full (in cleared funds) for the Services and all other sums that are or that become due to the Supplier under this Agreement irrespective of whether not the Products have been physically installed. For the avoidance of doubt, in the event the Customer does not pay the Supplier in the manner set out within this Agreement, the Customer irrevocably agrees that the Supplier may following 21 day's prior written notice to the Customer:
- 7.2.1 come onto the Customer's property and remove any installed Products from the Delivery Location; and / or
 - 7.2.2 deactivate the Products remotely.
- 7.3 If for whatever reason the Supplier is not paid in accordance this Agreement and Title in the Product(s) has nevertheless deemed to have passed the Customer then the Supplier may take possession of and shall have a lien upon all Products in the Customer's possession and shall have equivalent rights as set out in Clause 7.2.1 and 7.2.2 subject to the Supplier complying with the notification requirements set out in Clause 7.2 (above).
- 7.4 If payment is not received by the Supplier in accordance with this Agreement, the Supplier can at its complete discretion choose to recover any and all Products provided to the Customer as part of the Service. All reasonable costs associated with the Supplier recovering the Products shall be payable by the Customer to the Supplier on a written demand by the Supplier outlining the basis for the costs.
- 7.5 The Supplier also reserves the right to remotely disable the Products in the event that it is not paid in accordance with this Agreement.

8 INSURANCE

The Supplier shall ensure that it maintains adequate insurance having regard to its obligations under this Agreement and all applicable statutory and regulatory requirements, to include public liability insurance and employers' liability insurance.

9 DEFECTS

- 9.1 Following Installation, the Customer shall have 60 days ("Defects Period") within which to specify the Supplier any matters that do not conform with the agreed Specifications, the Services set out in this Agreement ("Defects"). If a Defect is discovered, the Customer will notify the Supplier in writing immediately. If such a notification is received, the Supplier shall investigate the issue as soon as practically possible and

present solutions to the Customer for approval. The Supplier shall thereafter (at its own cost) remedy such non-conformities within a reasonable time frame, provided that until such Defects are remedied the Supplier will remain liable to the Customer for their rectification.

- 9.2 Notwithstanding Clause 9.1, the Supplier may at their own discretion after the Defects Period has expired take steps to remedy issues for the Customer and shall do so strictly on a no liability basis.
- 9.3 Following Installation, the Customer will be provided with standard product and manufacturer guarantees. In the event of a Defect occurring in a Product following expiry of the Defects Period, the Customer irrevocably agrees that its sole recourse will be with the manufacturer directly.

10 LIMITATION OF LIABILITY

The Supplier's total liability to the Customer shall not exceed one hundred percent of the amount paid by the Customer pursuant to this Agreement. Subject to the Supplier rectifying Defects properly notified in accordance with Clause 9, the Supplier shall incur no liability under or in connection with this Agreement after the Defects Period has expired. References to liability in this Clause 10 include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11 CONFIDENTIALITY AND PERSONAL DATA

- 11.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to the Customer by the Supplier or its agents and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.
- 11.2 To the extent that the Customer has expressly confirmed that it is seeking a SEAI Grant, the Customer acknowledges and agrees that the Supplier will provide the Customer's personal data and contact details to a BER Assessor for the purposes of the SEAI Grant. For the avoidance of doubt, the Supplier bears no responsibility as to whether the Customer's application for the SEAI Grant is successful.

12 TERMINATION

- 12.1 This Agreement may be terminated at any time with the mutual agreement of the Parties.
- 12.2 Subject to Clause 6.2, the Customer shall be permitted to terminate this Agreement at any time by giving 30 Working Days' notice in the event that the Supplier fails to deliver the Product(s) by the Delivery Longstop Date. In the event that this Agreement is terminated under this Clause 12.2 then the Supplier shall refund the Employer for any amounts it has been paid to date under this Agreement, less any amounts spent by the Supplier in relation to the Services.
- 12.3 The Supplier shall be permitted to terminate this Agreement at any time by giving 5 Working Days' notice in the event that:
 - 12.3.1 the Customer does not pay the invoice for the Services by any Payment Due Date;
 - 12.3.2 there is a risk that supply of the Services may be significantly delayed because of events beyond the Supplier's control;

12.3.3 for technical reasons; and / or

12.3.4 the Customer does not provide all necessary information which the Supplier reasonably deems it requires in order to provide the Services.

12.4 Notwithstanding the foregoing, the Supplier, acting in its sole discretion also reserves the right to terminate this Agreement for any reason and at any time up to a date falling 5 Working Days prior to the scheduled Delivery Date. In such circumstances, a full refund will be provided to the Customer for any sums paid to the Supplier up to and including the date of such termination.

13 NOTICES

13.1 All notices, complaints or communications relating to the Services provided under this Agreement shall be made in writing to:

E-mail: info@jfwrenewables.com

Or

FAO JFW Renewables, Tonaroasty, Masonbrook, Loughrea, County Galway

14 GENERAL

14.1 Authority

Each party undertakes to the other that:

14.1.1 it has all necessary power and authority to enter and perform its obligations under this Agreement;

14.1.2 it has taken and shall take all requisite corporate and other action to approve the entering and performance of this Agreement and shall provide evidence of that action to the other party on request;

14.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement;

14.1.4 once duly executed, this Agreement will constitute legal, valid and binding obligations on it;

14.1.5 it is solvent and able to perform all of its obligations under this Agreement; and

14.1.6 neither entering nor performing this Agreement will cause that party to be in breach of any other contract to which it is a party or any statutory or other legal requirement.

14.2 Assignment

14.3 The Supplier may assign the benefit of this Agreement or any part of it upon written notice to the Customer. The Customer may not assign this Agreement without the Supplier's prior written permission.

14.4 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 **Counterparts**

This Agreement may be executed in counterparts and upon execution all counterparts shall be deemed to be an original of this Agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of this Agreement, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

14.6 **Rights and Remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by applicable law.

14.7 **Invalidity**

If any term or provision in this Agreement (or part thereof) shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

14.8 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14.9 **Dispute Resolution**

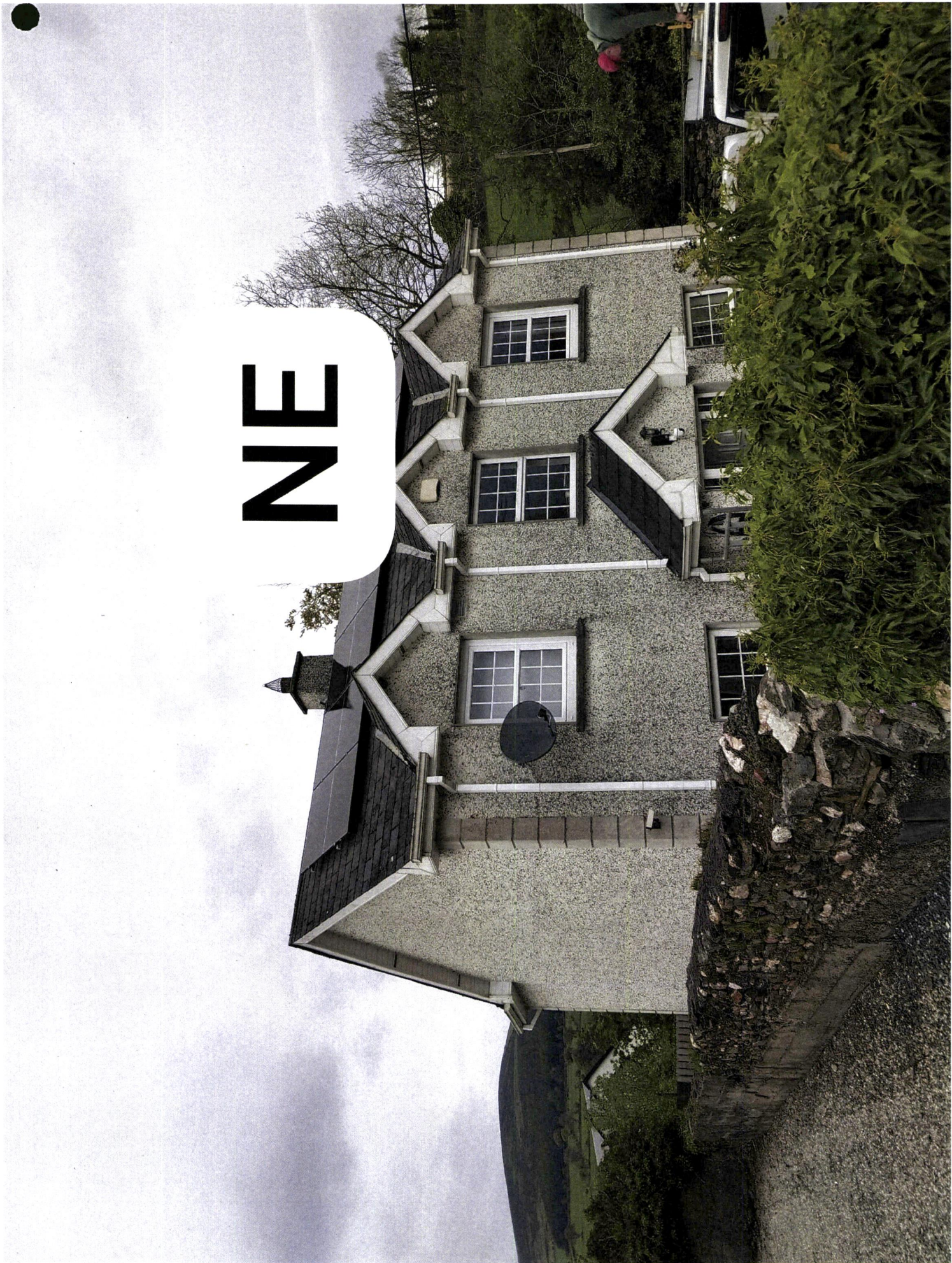
In the event that a payment dispute arises in relation to the Services provided pursuant to this Agreement, the Parties agree that the matter may be referred to a third-party adjudicator pursuant to appointment procedures outlined within Sections 6 – 9 (inclusive) of the Construction Contracts Act 2013 (as amended) (the “**2013 Act**”) and that the appointed adjudicator shall have jurisdiction to preside over such a dispute exclusively arising under the terms of this Agreement. For the avoidance of doubt, to the extent that the Services are provided to a lay Customer and the Delivery Location is a private dwelling, the preceding sentence in no way infers that Sections 3 and 4 of the 2013 Act shall take precedence over the payment terms as set out in this Agreement.

14.10 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ireland.



NE



W





**Tailte
Éireann**

Clárúchán, Luacháil,
Suirbhéireacht
Registration, Valuation,
Surveying

Tailte Éireann Sealed and Certified Copy Folio (& Title Plan)

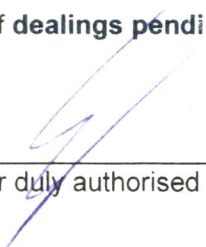
GILLICK & ASSOCIATES SOLICITORS
UNIT 8
RIVERSIDE BUSINESS CENTRE
TINEHELY
CO. WICKLOW

This page forms part of the official document. Do not detach.

Folio Number: WW44583F
Application Number: P2026LR018237A
Your Reference: HENDRY

This document comprises a sealed and certified copy of the Tailte Éireann record for the above mentioned folio/title plan as of the date appearing.

Details of **dealings pending** (if any) are listed in the **Schedule** below.


An officer duly authorised by Tailte Éireann

Schedule

Notes:

1. Title plans should be read in conjunction with the folio. The description of the land on the folio or on the title plan is not conclusive as to the boundaries or extent of the land (see Section 85 of the Registration of Title Act 1964, as substituted by Section 62 of the Registration of Deeds and Title Act, 2006).
2. Title plans greater than A3 in size may be provided as separate A3 tiles with an overlap and print gutter. When aligning the tiled sheets, customers are advised to use the underlying topographical detail.
3. On receipt of this record, please check to verify that all the details contained therein are correct. If this is not the case, please return the document to Tailte Éireann immediately.

WW44583F

Land Registry

y Wicklow

Folio 44583F

Register of Ownership of Freehold Land

Part 1(A) - The Property

Note: Unless a note to the contrary appears, neither the description of land in the register nor its identification by reference to the Registry Map is conclusive as to boundaries or extent

For parts transferred see Part 1(B)

Description

Official Notes

o.
1

The property shown coloured Red as plan(s) DV89J on the Registry Map, situate in the Townland of TINAHELY, in the Barony of BALLINACOR SOUTH, in the Electoral Division of TINAHELY.

From Instrument
D2021LR008999M

The Registration does not extend to the mines and minerals

Land Registry

Wicklow

Folio 44583F

Part 1(B) - Property

Parts Transferred

No. Prop No:	Instrument:	Date:	Area (Hectares):	Plan:	Folio No:
-----------------	-------------	-------	------------------	-------	-----------

583F

Application Number: P2026LR018237A

Land Registry

County Wicklow

Folio 44583F

Part 2 - Ownership

Title ABSOLUTE

No. The devolution of the property is subject to the provisions of Part
II of the Succession Act, 1965

1 28-MAY-2021 ANDREW HENDRY of Millcourt, Tinahely, County Wicklow and THEA
D2021LR008999M HENDRY of Millcourt, Tinahely, County Wicklow are full owners.

583F

Application Number: P2026LR018237A

Land Registry

County Wicklow

Folio 44583F

Part 3 - Burdens and Notices of Burdens

No.

Particulars



Tailte Éireann

Clárachán, Luacháil, Suirbhéireacht Registration, Valuation, Surveying

Folio: WW44583F

This map should be read in conjunction with the folio.

Tailte Éireann (TÉ) Registration mapping is based on TÉ Surveying mapping. Where TÉ Registration maps are printed at a scale that is larger than the TÉ Surveying scale, accuracy is limited to that of the TÉ Surveying map scale.

For details of the terms of use and limitations of scale, accuracy and other conditions relating to TÉ Registration maps, see www.tailte.ie.

This map incorporates TÉ Surveying map data under licence from TÉ. Copyright © Tailte Éireann and Government of Ireland.

(centre-line of parcel(s) edged)

Freehold

Leasehold

SubLeasehold

Burdens (may not all be represented on map)

Right of Way / Wayleave

Turbary

Pipeline

Well

Pump

Septic Tank

Soak Pit

A full list of burdens and their symbology can be found at: www.landdirect.ie

Tailte Éireann Registration operates a non-conclusive boundary system. The TÉ Registration map identifies properties not boundaries meaning neither the description of land in a folio nor its identification by reference to a TÉ Registration map is conclusive as to the boundaries or extent. (see Section 85 of the Registration of Title Act, 1964). As inserted by Section 62 of the Registration of Deed and Title Act 2006.





COMHAIRLE CONTAE CHILL Mhantáin Wicklow County Council

**Pleanáil, Forbairt Eacnamaíochta agus Tuaithe
Planning, Economic and Rural Development**

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel (0404) 20148
Faics / Fax (0404) 69462
Rphost / Email: plandev@wicklowcoco.ie
Suíomh / Website: www.wicklow.ie

Andrew & Thea Hendry
Millcourt
Tinahely
Co. Wicklow
Y14 NX95

30th April 2026

RE: Application for Certificate of Exemption under Section 5 of the Planning and Development Acts 2000 (as amended). – EX49/2026

A Chara

In respect of your query under Section 5 of the Planning and Development Act 2000 (as amended) received on 2nd April 2026 in order to fully assess the exemption declaration request the following information should be submitted –

- (a) Please confirm that the distance between the plane of the roof and the solar panels does not exceed 15cm.
- (b) Please confirm that the solar panels are all a minimum of 50cm from the edge of the roof on which it is mounted.

Mise, le meas

STAFF OFFICER
PLANNING DEVELOPMENT AND ENVIRONMENT.





Comhairle Contae Chill Mhantáin
Wicklow County Council

Pleanáil, Forbairt Eacnamaíochta agus Tuaithe
Planning, Economic and Rural Development

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel: (0404) 20148
Faics / Fax: (0404) 69462
Rphost / Email: plandev@wicklowcoco.ie
Suíomh / Website www.wicklow.ie

Andrew & Thea Hendry
Millcourt
Tinahely
Co. Wicklow
Y14 NX95

14th of April 2026

RE: Application for Certificate of Exemption under Section 5 of the Planning and Development Acts 2000 (as amended). – EX49/2026

A Chara

I wish to acknowledge receipt on 09/04/2026 full details supplied by you in respect of the above Section 5 application. A decision is due in respect of this application by 06/05/2026.

Mise, le meas



Nicola Fleming
Staff Officer
Planning, Economic & Rural Development





Comhairle Contae Chill Mhantáin
Wicklow County Council

Pleanáil, Forbairt Eacnamaíochta agus Tuaithe
Planning, Economic and Rural Development

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel: (0404) 20148
Faics / Fax: (0404) 69462
Rphost / Email: plandev@wicklowcoco.ie
Suíomh / Website: www.wicklow.ie

MEMORANDUM

WICKLOW COUNTY COUNCIL

TO: Edel Bermingham
A/Senior Planner

FROM: Nicola Fleming
Staff Officer

RE:- EX49/2026 - Declaration in accordance with Section 5 of the
Planning & Development Acts 2000 (as amended)

I enclose herewith for your attention application for Section 5 Declaration received 09/04/2026.

The due date on this declaration is the 06/05/2026.



Staff Officer
Planning Development & Environment



Wicklow County Council
County Buildings
Wicklow
0404-20100

09/04/2026 10:46:59

Receipt No L1/0/361754

ANDREW THEA HENDRY
MILLCOURT
TINAHELY
CO WICKLOW
Y14NX95

PLANNING SUBMISSIONS	80 00
GOODS	80 00
VAT Exempt/Non taxable	

Total 80 00 EUR

Tendered
Credit Card 80 00

Change 0 00

Issued By Lea Anne Daniels
From Customer Service Hub
Vat reg No 0015233H

WICKLOW COUNTY COUNCIL

09 APR 2026

PLANNING DEPT.



Wicklow County Council
County Buildings
Wicklow
Co Wicklow
Telephone 0404 20148
Fax 0404 69462

Office Use Only

Date Received _____

Fee Received _____

APPLICATION FORM FOR A
DECLARATION IN ACCORDANCE WITH SECTION 5 OF THE PLANNING &
DEVELOPMENT ACTS 2000 (AS AMENDED) AS TO WHAT IS OR IS NOT
DEVELOPMENT OR IS OR IS NOT EXEMPTED DEVELOPMENT

1. Applicant Details

- (a) Name of applicant: Andrew Hendry and Thea Hendry
Address of applicant: Millcourt, Tinahely, Co. Wicklow,
Y14NX95

Note Phone number and email to be filled in on separate page.

2. Agents Details (Where Applicable)

- (b) Name of Agent (where applicable) OHK ENERGY LTD (JFW Renewables
Company No. 687089)
Address of Agent: Tona Roasty, Masonbrook, Lougrea
Galway

Note Phone number and email to be filled in on separate page.

3. Declaration Details

i. Location of Development subject of Declaration Millcourt, Tinahely,
Co. Wicklow, Y14N x 9.5

ii. Are you the owner and/or occupier of these lands at the location under i. above ?
 Yes No.

iii. If 'No' to ii above, please supply the Name and Address of the Owner, and or occupier _____

iv. Section 5 of the Planning and Development Act provides that : If any question arises as to what, in any particular case, is or is not development and is or is not exempted development, within the meaning of this act, any person may, an payment of the prescribed fee, request in writing from the relevant planning authority a declaration on that question. You should therefore set out the query for which you seek the Section 5 Declaration For Solar Panels

Additional details may be submitted by way of separate submission.

v. Indication of the Sections of the Planning and Development Act or Planning Regulations you consider relevant to the Declaration Section 5 & Section 57

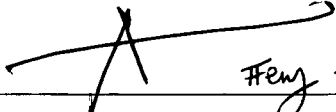
Additional details may be submitted by way of separate submission.

vi. Does the Declaration relate to a Protected Structure or is it within the curtilage of a Protected Structure (or proposed protected structure) ? NO

vii. List of Plans, Drawings submitted with this Declaration Application _____

Solar ON ROOF
Site Plan

viii. Fee of € 80 Attached ? _____

Signed :  Feng . Dated : 9/04/2026

Additional Notes :

As a guide the minimum information requirements for the most common types of referrals under Section 5 are listed below :

A. Extension to dwelling - Class 1 Part 1 of Schedule 2

- Site Location Map
- Floor area of structure in question - whether proposed or existing.
- Floor area of all relevant structures e.g. previous extensions.
- Floor plans and elevations of relevant structures.
- Site Layout Plan showing distance to boundaries, rear garden area, adjoining dwellings/structures etc.

B. Land Reclamation -

The provisions of Article 8 of the Planning and Development Regulations 2001 (as amended) now applies to land reclamation, other than works to wetlands which are still

governed by Schedule 2, Part 3, Class 11. Note in addition to confirmation of exemption status under the Planning and Development Act 2000(as amended) there is a certification process with respect to land reclamation works as set out under the European Communities (Environmental Impact Assessment) (Agriculture) Regulations 2011 S.I. 456 of 2011. You should therefore seek advice from the Department of Agriculture, Fisheries and Food.

Any Section 5 Declaration should include a location map delineating the location of and exact area of lands to be reclaimed, and an indication of the character of the land.

C. Farm Structures - Class 6 -Class 10 Part 3 of Schedule 2.

- Site layout plan showing location of structure and any adjoining farm structures and any dwellings within 100m of the farm structure.
- Gross floor area of the farm structure
- Floor plan and elevational details of Farm Structure and Full details of the gross floor area of the proposed structure.
- Details of gross floor area of structures of similar type within the same farmyard complex or within 100metres of that complex.



COMMISSIONER FOR OATHS

Michael Tierney

Michael Tierney

Rathdrum

Co. Wicklow.

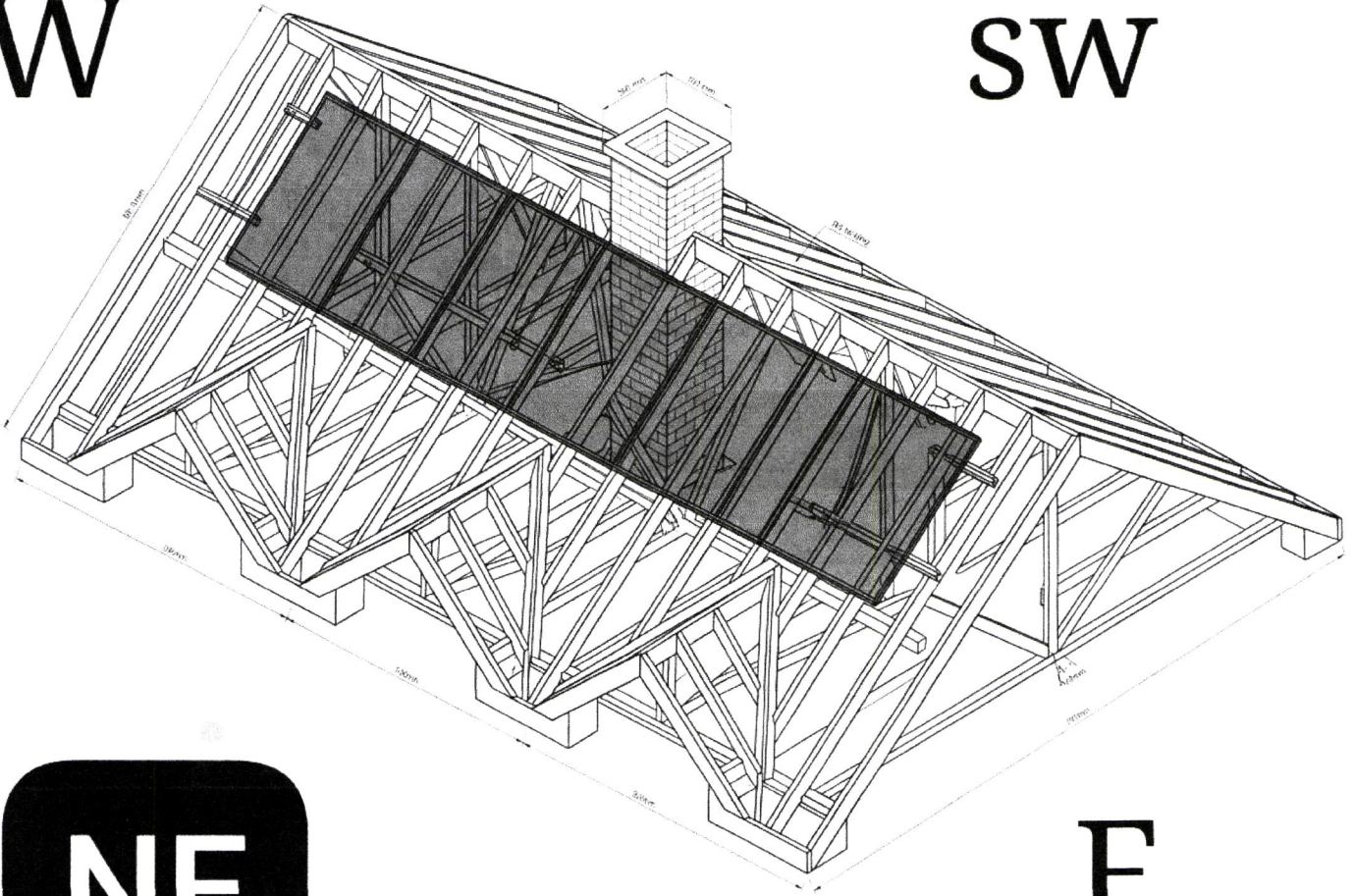
Ireland.

7/4/26

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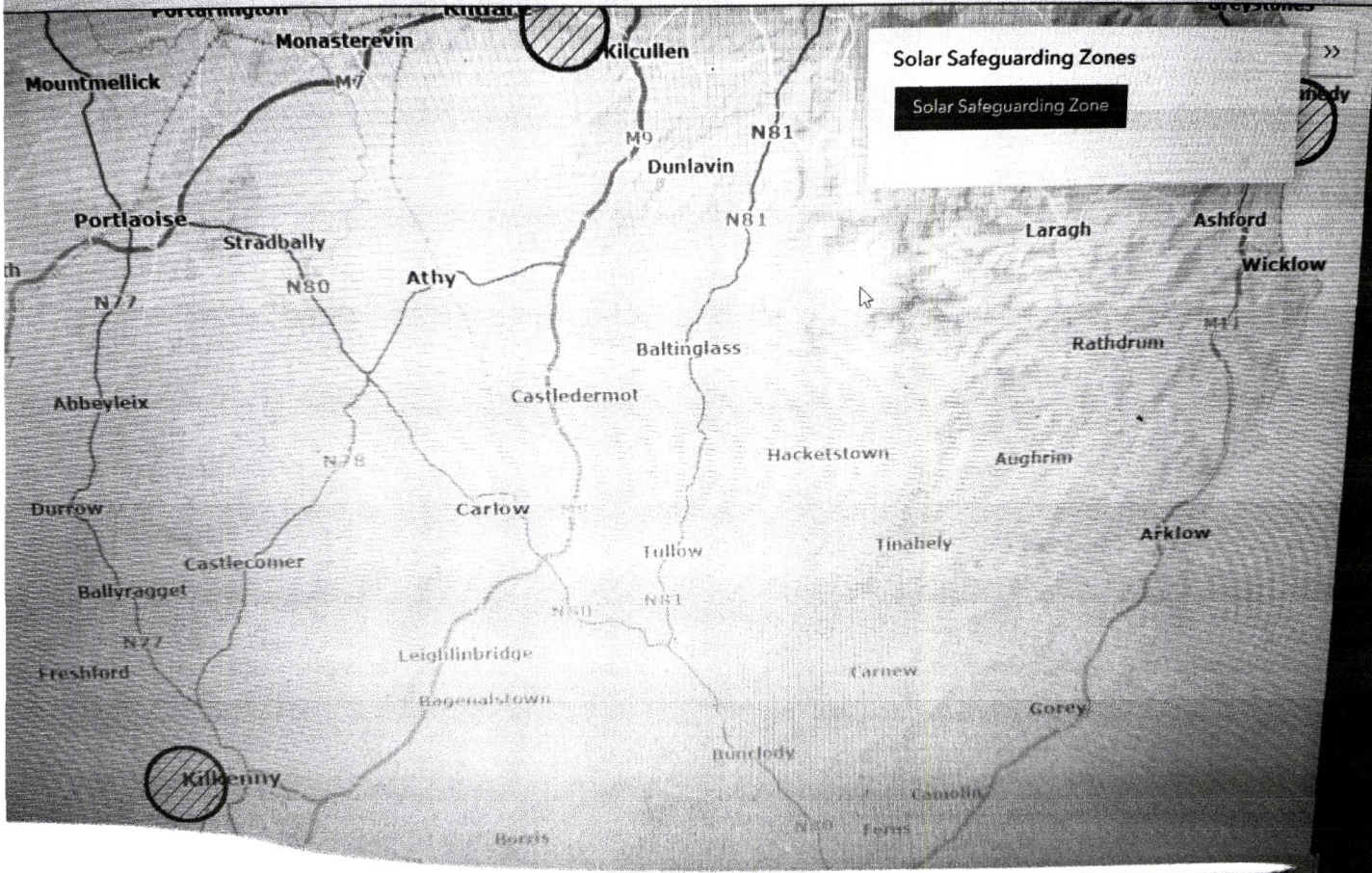
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NE

E

COMMISSIONER FOR OATHS
Michael Tierney
Michael Tierney
Rathdrum
Co. Wicklow. 7/126
Ireland.



Solar Safeguarding Zones

Solar Safeguarding Zone

COMMISSIONER FOR OATHS
Michael Tierney
Michael Tierney
Rathdrum
Co. Wicklow. 9/4/26
Ireland.

A



Anne-Marie Dermody BCL(HONS) UCD

Lorraine Gillick
Gillick and Associates Solicitors
1 Avonlea
Main Street
Rathdrum
Co. Wicklow

8th April 2026

Re: **Our Client:** **Michael Cullen**
 Your Clients: **Andrew and Thea Hendry**
 Premises: **Millcourt, Tinahely, Co. Wicklow, Y14NX95**

Dear Colleague,

Thank you for your recent correspondence and replies to our pre-contract enquiries.

We note the press release furnished in response. However, with respect, same is not satisfactory evidence that the installation at this particular property constitutes an exempted development. The official position is that the 2022 solar panel exemptions are subject to conditions and limitations, including the general restrictions applicable to structures located within Architectural Conservation Areas. Official guidance also states that where any uncertainty arises as to whether planning permission is required, the position may be confirmed by way of a declaration from the planning authority under Section 5 of the Planning and Development Act 2000 (as amended).

As the subject property is situated within an Architectural Conservation Area, the relevant question is whether the works to the exterior materially affect the character of the area. In those circumstances, a general press release is not acceptable as proof that the particular installation is exempt.

Accordingly, we must request that your clients furnish one of the following, a declaration from the relevant planning authority pursuant to Section 5 of the Planning and Development Act 2000 (as amended) confirming that the solar panel installation constitutes an exempted development or evidence of the grant of planning permission for the installation together with confirmation of compliance with same. Pending receipt of same, our client is not in a position to accept that the planning status of the solar panels has been satisfactorily established.

We would be grateful if you could confirm the above will be provided on or before closing so we can arrange for our client to attend this office to sign contracts and arrange for the balance deposit to be paid. As mentioned in previous correspondence, we understand that the sale is conditional on your clients completing the purchase of their new home, with that in mind does your client have a closing date in mind?

11 Butterfield Avenue, Rathfarnham, D14 XW40

E: annemarie@dermodylaw.ie
T: (01) 4069672 / 087 226 4226

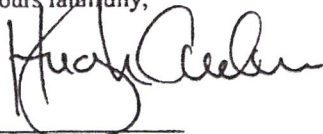
DX 163008 Rathfarnham

9 St Stephen's Green, Dublin 2, D02 C891

*Strictly by Appointment Only

In the meantime, please note that we have no authority either expressed or implied to bind our clients in this regard and no contract shall be deemed to exist between our respective clients until such time as all contracts have been executed by both parties and have been exchanged and the deposit therein has been paid and accepted. This letter and its contents shall not be deemed to constitute sufficient note or memorandum in writing for the purpose of Section 51 of the Land and Conveyancing Law Reform Act 2009.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Hugh Condron', written over a horizontal line.

Hugh Condron
Dermody Law

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Press release

New planning permission exemptions for rooftop solar panels on homes and other buildings

From: [Department of Housing, Local Government and Heritage](#)

Published on: **7 October 2022**

Last updated on: 7 October 2022

- **houses, regardless of location, may now install unlimited solar panels on their rooftops without any requirement for planning permission (subject to certain conditions)**
- **exemptions also apply to rooftops of industrial buildings, business premises, community and educational buildings, places of worship, health buildings, libraries, certain public utility sites and farms**
- **certain restrictions continue to apply, including developments near certain aviation sites, protected structures and Architectural Conservation Areas**

The Minister for Housing, Local Government and Heritage, Darragh O'Brien, has signed into law revised planning exemptions for the installation

Solar planning exemptions

More info on the exemptions is available here: [Solar Planning Exemptions](#)

Notes

Regulations and their objective

The exemptions are set out in the Planning and Development Act 2000 (Exempted Development) (No. 3) Regulations 2022 (S.I. No. 493 of 2022) and the supporting Planning and Development (Solar Safeguarding Zone) Regulations 2022(S.I. No. 492 of 2022). The regulations combine to provide the updated provisions regarding planning exemptions for rooftop solar installations.

These regulations aim to bring Ireland into line with the EU's Solar Rooftops Initiative by making permitting procedures for installing solar on rooftops shorter and simpler. It supports a target of installing up to 380MW (approximately 1 million solar panels) of microgeneration capacity as part of Ireland's overall solar targets under the government's Climate Action Plan. This would generate over 300 GWh of renewable electricity per annum, with the potential to abate 1.4 million tonnes of CO₂eq over the lifetime of the installations. The regulations will also support the rollout of small-scale generation and act as an enabler for the Small-Scale Generation Support Scheme (SSG), which is expected to become available next year.

Solar safeguarding zones

Solar safeguarding zones, which constitute less than 3% of the country's land area, are necessary to address aviation safety concerns due to the potential impact of glint and glare arising from increased solar developments in proximity to sites such as airports and hospitals (which have helipads). Anyone seeking to avail of larger rooftop solar installations within solar safeguarding zones can apply for planning permission through the relevant local planning authority.

Solar exempted developments within a solar safeguarding zone for all classes other than houses must be notified to the planning authority within 4 weeks of the development commencing.

How the 300sqm limitation per roof works in practice

The limits for rooftop, wall mounted and free-standing are stand-alone limits. Therefore, in the case of an agricultural holding within a SSZ with two agricultural structures, the following can be installed under the exemptions, subject to the energy generated being used primarily (greater than 50%) for use within the curtilage of the agricultural holding:

- 300sqm of panels on the roof of each agricultural structure = 600sqm total
- 75sqm total on all walls
- 75sqm total free-standing panels
- total overall= 750sqm

Whether energy generated using the exemption can be sold back to the grid

~~There are no restrictions on the energy generated from solar installations on a house. Therefore, excess energy generated by a household may be sold back to the grid.~~

All other classes have a restriction that the installation shall be primarily for the production of energy for use within the building or sites' curtilage.

The intention behind this limitation is to ensure that the buildings remain in use and do not change to a commercial energy generating use with the building falling vacant or derelict.

As outlined in the Climate Action Plan, the focus of the review of these regulations was on micro-generation and on facilitating the generation of electricity for self-consumption.

The exemptions for all classes (with the exception of houses) only apply where the installation relates primarily to the provision of electricity or heating for use within the curtilage of the building or site.

“Primarily” is defined to mean greater than 50%.

What the general restrictions are on exempted development in respect of protected structures and Architectural Conservation Areas

Both the Planning and Development Act 2000 (the Act) and the Planning and Development Regulations 2001 (the Regulations) contain provisions for the protection of, amongst other things, protected structures and Architectural Conservation Areas by way of restrictions on exempted development. These provisions apply to the current solar planning exemptions and have not been amended as part of the current review.

Under the legislation, the carrying out of works to a protected structure, or a proposed protected structure, shall be exempted development only if those works would not materially affect the character of the structure. The carrying out of works to the exterior of a structure located in an Architectural Conservation Area shall be exempted development only if those works would not materially affect the character of the area.

Further, the new exemptions contain a condition that de-exempts free-standing panels that would materially affect the character of an Architectural Conservation Area.

With regard to what would materially affect the character of a protected structure or Architectural Conservation Area and any uncertainty as to when planning permission is required, a person may contact the relevant planning authority and seek a declaration under section 5 of the Act that will confirm the position. In addition, a declaration in relation to a protected structure may be sought under section 57 of the Act by the owner or occupier of the structure.

Public utility sites covered by the exemption

Sites for the provision of gas, electricity, telecommunications services or water supplies or wastewater services operated by a statutory undertaker.

Grants available for solar panel installation

A solar electricity grant is available through the [Sustainable Energy Authority of Ireland \(SEAI\) Solar PV Scheme](#). The scheme is funded under the Microgeneration Support Scheme, a government funded support Scheme introduced to provide a range of supports to assist homes to develop [renewable generation for self-consumption](#). The Scheme provides a grant towards the purchase and installation of a solar PV system on a domestic dwelling.

Part of

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Minister of State with responsibility for Local Government and Planning, Peter Burke, added:

“Houses, regardless of location, will now be able to have solar panels installed on their roofs without any requirement for planning permission, which I know will be very welcome to many homeowners. The new exemptions for educational/community/ religious buildings will also give institutions such as schools greater opportunity to reduce their energy bills. The new exemptions will provide new financial and climate-related opportunities for farmers, underpinned by available grants.”

Commenting on the revised exemptions and the future of protected structures, Minister of State with responsibility for Heritage and Electoral Reform, Malcolm Noonan, said:

“While buildings and areas of architectural heritage significance have a role to play in meeting our renewable energy ambition, it is important that we ensure sufficient safeguards for our protected structures and architectural conservation areas from inappropriate development. I am satisfied that these amendments as well as the existing safeguards in the Planning Act and Regulations provide the necessary safeguards. In most instances, a case-by-case assessment by the relevant planning authority will be necessary to ensure that solar development does not materially affect the character of our protected structures and Architectural Conservation Areas. I’d encourage people to engage with their local Heritage Officer or Conservation Officer for information and support.”

Copies of the Planning and Development Act 2000 (Exempted Development) (No. 3) Regulations 2022 and the supporting Planning and Development (Solar Safeguarding Zone) Regulations 2022 will be available on the Irish Statute Book website. The Solar Safeguarding Zones are also available for viewing on the myplan.ie portal.

The 12sqm/ 50% roof limit which previously applied to houses has been removed nationwide.

2. For solar panel installations on rooftops of all other existing classes of development (Industrial; Light Industrial and Business Premises; Agricultural): rooftop solar installations covering the entire roof are exempt from requiring planning permission. However, in the 43 designated Solar Safeguarding Zones, a rooftop limit remains. Solar Safeguarding Zones are areas where rooftop limitations on solar panel installations apply, to mitigate the potential impact of glint and glare near airports, aerodromes and other sites with helipads like hospitals. The existing exemption of 50 square metres or less for the entire development has been increased to a rooftop limit of 300 square metres.

3. Apartments; educational building/ health centre or hospital/ recreational or sports facility/ place of worship/ community facility or centre/ library/ certain public utility sites: exemptions have been introduced for the first time for the installation of solar panels on the rooftops of such buildings, subject to conditions and limitations and the rooftop area limit in solar safeguarding zones where applicable.

4. Exemptions for wall-mounted and free-standing solar panel installations: free-standing solar panel installations for houses are exempted from the requirement to obtain planning permission subject to a 25 square metre area limit and conditions requiring a certain amount of private open space to be maintained for the use of occupants. The exempted area for all other categories except apartments is increased to 75 square metres. In addition, wall mounted solar installations of 75 square metres are exempted for industrial and agricultural.

Exemptions in relation to installations under points 1, 2 and 3 above are subject to, among other things, minor setback distances from the edge of the roof. Points 1-4 above are also subject to general restrictions on exempted development including those regarding protected structures and Architectural Conservation Areas.

of solar panels on the rooftops of houses and certain non-domestic buildings. The exemptions are aimed at increasing Ireland's generation of solar energy and combating climate change. The changes take immediate effect.

These regulations aim to bring Ireland into line with the EU's Solar Rooftops Initiative by making permitting procedures for installing solar on rooftops shorter and simpler. It supports a target of installing up to 380MW (approximately 1 million solar panels) of microgeneration capacity as part of Ireland's overall solar targets under the government's Climate Action Plan. This would generate over 300 GWh of renewable electricity per annum, with the potential to abate 1.4 million tonnes of CO₂eq over the lifetime of the installations. The regulations will also support the rollout of small-scale generation and act as an enabler for the Small-Scale Generation Support Scheme (SSG), which is expected to become available next year.

Commenting on the regulations Minister O'Brien said:

"With these new exemptions we are removing barriers and ensuring that individuals, communities, businesses and farms can generate their own electricity, reduce their own bills and play their part in creating a zero-carbon future fuelled by renewable energy. These changes will facilitate the rollout of rooftop solar panels and, coupled with the government-supported SEAI Solar PV grant, will see more people install solar panels across the country. This has the added benefit of increasing Ireland's energy security, a major challenge given current energy pressures. These regulations implement an important commitment in the Programme for Government and will help Ireland meet the government's Climate Action Plan targets."

Under the revised regulations the following is now allowed:

1. For solar panel installations on houses: there is no limit to the area of solar panels which can be installed on rooftops of homes, anywhere in the country. Solar installations will be able to cover the entire roof of a house.

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Folio: WW44583F

This map should be read in conjunction with the folio.

Tailte Éireann (TÉ) Registration mapping is based on TÉ Surveying mapping. Where TÉ Registration maps are printed at a scale that is larger than the TÉ Surveying scale, accuracy is limited to that of the TÉ Surveying map scale.

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(centre-line of parcel(s) edged)

— Freehold

— Leasehold

— SubLeasehold

Burdens (may not all be represented on map)

Right of Way / Wayleave

— Turbary

— Pipeline

○ Well

● Pump

■ Septic Tank

⊖ Soak Pit

A full list of burdens and their symbology can be found at:

www.landdirect.ie

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COMMISSIONER FOR OATHS
Michael Tierney
Michael Tierney
Rathdrum
Co. Wicklow. 9/4/16
Ireland.

~~A~~