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DRAFT STATUTORY INSTRUMENTS

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**2014 No.**

**The Financial Services and Markets Act 2000 (Regulated Activities) (Green Deal) (Amendment) Order 2014**

**Insertion of new article 60LB**

10. After article 60LA (meaning of consumer etc.) insert—

**“Green deal plans**

**60LB.**—(1) A green deal plan is to be treated as a credit agreement for the purposes of this Order if (and only if)—

- (a) the property in relation to the plan is a domestic property at the time when the plan is commenced, or
- (b) if sub-paragraph (a) does not apply, the occupier or owner of the property who makes the arrangement for the plan is an individual or relevant recipient of credit.

(2) In the application of this Order to a green deal credit agreement—

- (a) the lender is to be treated as being—
  - (i) the green deal provider (within the meaning of Chapter 1 of Part 1 of the Energy Act 2011) for the plan, or
  - (ii) a person who exercises or has the right to exercise the rights and duties of the green deal provider under the plan,
- (b) credit is to be treated as advanced under the agreement of an amount equal to the amount of the improvement costs, and
- (c) the advance of credit is to be treated as made on the completion of the installation of the energy efficiency improvements to the property (but this sub-paragraph is subject to any term of the green deal plan providing that part of the advance is to be treated as made on completion of any part of the installation).

(3) A reference in a provision of this Order listed in the first column of the table in Schedule 4A to the borrower is, in the application of the provision in relation to a green deal credit agreement, to be read as a reference to—

- (a) a person who at the relevant time falls (or fell) within the description or descriptions specified in the corresponding entry in the second column of the table, or
- (b) if more than one description is specified and at the relevant time different persons fall (or fell) within the descriptions, each of those persons,

and except as provided by this paragraph, a person is not and is not to be treated as the borrower in relation to the agreement.

(4) References in Schedule 4A to the “improver”, “first bill payer”, “current bill payer” and “previous bill payer” are to be read as follows—

- (a) a person is the “improver” if the person—

- (i) is the owner or occupier of the property, and
  - (ii) is the person who makes (or has made or proposes to make) the arrangement for the green deal plan;
  - (b) a person is the “first bill payer” if the person is liable to pay the energy bills for the property at the time when the green deal plan is commenced;
  - (c) a person is the “current bill payer” if the person is liable by virtue of section 1(6) (a) of the Energy Act 2011 to pay instalments under the plan as a result of being for the time being liable to pay the energy bills for the property;
  - (d) a person is a “previous bill payer” if, as a result of previously falling within subparagraph (c) for an earlier period, the person has an outstanding payment liability under the plan in respect of that period.
- (5) In this article—
- “domestic property” means a building or part of a building that is occupied as a dwelling or (if not occupied) is intended to be occupied as a dwelling;
- “energy bill” has the same meaning as in section 1 of the Energy Act 2011;
- “energy efficiency improvements” has the meaning given by section 2(4) of the Energy Act 2011;
- “green deal credit agreement” means a green deal plan that is to be treated as a credit agreement for the purposes of this Order by virtue of paragraph (1);
- “improvement costs”, in relation to a green deal plan, are the costs of the energy efficiency improvements to the property which are to be paid by instalments under the plan after the time when credit is to be treated as being advanced by virtue of paragraph (2) (but ignoring any interest or other charges for credit in determining those costs);
- “occupier” and “owner” have the same meanings as in Chapter 1 of Part 1 of the Energy Act 2011;
- “property”, in relation to a green deal plan, means the property to which the energy efficiency improvements under the plan are or are intended to be made.
- (6) For the purposes of this article—
- (a) a green deal plan is commenced when—
    - (i) the occupier or owner of the property signs in the prescribed manner a document in relation to the plan in accordance with section 61(1) of the Consumer Credit Act 1974 (requirements as to form and content of regulated agreements)(1), or
    - (ii) if the occupier or owner of the property does not sign such a document, the green deal plan is made;
  - (b) a person is liable to pay the energy bills for a property at any time if the person would be treated as the bill payer for the property at that time for the purposes of Chapter 1 of Part 1 of the Energy Act 2011 (see section 2(3) and (10)).”

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(1) 1974 c.39. Section 61 was amended by S.I. 2004/3236, article 2.