



Consumer Credit Act 1974

1974 CHAPTER 39

PART XII

SUPPLEMENTAL

Interpretation

[^{F1}189B Green deal plans

- (1) A green deal plan is to be treated as a consumer credit agreement for the purposes of this Act 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 paragraph (a) does not apply, the occupier or owner of the property who makes the arrangement for the plan is an individual.
- (2) In the application of this Act to a green deal consumer credit agreement—
 - (a) the creditor 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) the person to whom the provider's rights and duties under the plan have passed by assignment or operation of law,
 - (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 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 Act listed in the first column of the table in Schedule 2A to the debtor is, in the application of the provision in relation to a green deal consumer credit agreement, to be read as a reference to—

Changes to legislation: Consumer Credit Act 1974, Section 189B is up to date with all changes known to be in force on or before 19 April 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- (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 subsection, a person is not and is not to be treated as the debtor in relation to the agreement.
- (4) Where by virtue of subsection (3) a reference to the debtor in a listed provision is to be read as a reference to the improver, it is to be assumed in applying the provision in relation to the green deal consumer credit agreement that the improver is provided with credit on the terms of the green deal plan.
- (5) Where by virtue of subsection (3) a reference to the debtor in a listed provision is to be read as a reference to a person who is not the improver, it is to be assumed in applying the provision in relation to the green deal consumer credit agreement—
- (a) if the provision in question is any of sections 94 to 97A (which together make provision about early payment by the debtor), that the person is provided with credit on terms that the person is liable to pay all the instalments under the green deal plan;
 - (b) in any other case, that the person is provided with credit on those terms of the green deal plan that bind or benefit the person for any period by virtue of regulations under section 6(2)(b) of the Energy Act 2011.
- (6) References in this section and in Schedule 2A 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,
 but this is subject to section 189C(4) in cases where the person is not an individual;
 - (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 paragraph (c) for an earlier period, the person has an outstanding payment liability under the plan in respect of that period.
- (7) References in this Act to a prospective consumer credit agreement, and references to the creditor and debtor in relation to such an agreement, are to be read in accordance with this section in the case of prospective green deal consumer credit agreements.
- (8) In this section and in section 189C—
- “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;

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“green deal consumer credit agreement” means a green deal plan that is to be treated as a consumer credit agreement for the purposes of this Act by virtue of subsection (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 subsection (2) (but ignoring any interest or other charges for credit in determining those costs);

“listed provision” means a provision of this Act listed in the first column of Schedule 2A;

“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.]

Textual Amendments

- F1** Ss. 189B-189D inserted (E.W.S) (28.2.2014) by [The Consumer Credit Act 1974 \(Green Deal\) \(Amendment\) Order 2014 \(S.I. 2014/436\)](#), arts. 1(2), 6 (with art. 1(3))

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Changes and effects yet to be applied to the whole Act associated Parts and Chapters:

Whole provisions yet to be inserted into this Act (including any effects on those provisions):

- s. 25(2A)(b)(ia) inserted by [2010 c. 28 Sch. 2 para. 36](#)