

[^{F1}SCHEDULE 2

Regulation 2

Textual Amendments

- F1** Sch. 2 inserted (27.1.2013) by The Energy Performance of Buildings (Scotland) Amendment Regulations 2013 (S.S.I. 2013/12), regs. 1, 11, sch.

PART 1

Green deal information

1. The green deal information in respect of a green deal plan is the information specified in paragraphs 2 to 23.
2. A statement—
 - (a) indicating that improvements have been installed at the green deal property under a green deal plan;
 - (b) indicating that the person responsible for paying the electricity bill at the green deal property (“the electricity bill payer”) is required to—
 - (i) make the payments in instalments agreed in the green deal plan; and
 - (ii) comply with the terms and conditions of the green deal plan; and
 - (c) advising the person receiving the recommendations report to—
 - (i) obtain a copy of the green deal plan; and
 - (ii) become familiar with its contents.
3. A statement indicating—
 - (a) that a green deal plan is a type of unsecured loan; and
 - (b) whether or not the green deal plan is a regulated consumer credit agreement.
4. Where the green deal plan is a regulated consumer credit agreement, a statement indicating that—
 - (a) the Consumer Credit Act 1974 provides certain protections to the person who is required to make the payments in instalments agreed in the green deal plan;
 - (b) voluntary early repayment of outstanding credit is permitted but that charges may apply; and
 - (c) details of the matters referred to in sub-paragraph (b) can be found in the green deal plan.
5. Where the green deal plan is not a regulated consumer credit agreement, a statement indicating that—
 - (a) voluntary early repayment of outstanding credit may be permitted by the terms and conditions of the green deal plan;
 - (b) where voluntary early repayment of outstanding credit is permitted, charges may apply to such a repayment; and
 - (c) details of the matters referred to in sub-paragraphs (a) and (b) can be found in the green deal plan.
6. A statement indicating that—
 - (a) the outstanding credit under the green deal plan may have to be repaid early before—

- (i) the electricity supply to the green deal property can be permanently disconnected; or
 - (ii) the green deal property can be demolished; and
- (b) details of the matters referred to in sub-paragraph (a) can be obtained from the green deal provider.

7. Where a term has been included in a green deal plan pursuant to regulation 38 of the Framework Regulations, a statement indicating that the green deal provider may be entitled to require early repayment of outstanding credit from a person who is (or has been) required to make the payments in instalments agreed in the green deal plan.

8. The unique reference number assigned to the green deal plan.

9. The name of the person who is the green deal provider and that person's electronic mail address and telephone number.

10. The date on which the payment period starts and the date on which it finishes.

11. The amount payable under the green deal plan—

- (a) per day; and
- (b) per annum.

12. The rate of interest charged under the green deal plan.

13. A statement indicating whether the interest rate charged under the green deal plan will be fixed for the payment period or will vary.

14. Where, in accordance with regulation 33(b) of the Framework Regulations, the green deal plan provides for the improvement-specific instalments to increase during the payment period, a statement indicating by how much and when the instalments will increase.

15. The estimated first year savings.

16. Where the green deal property is a domestic property, a statement indicating that—

- (a) the estimated first year savings are based on—
 - (i) the assessment of the property that was carried out by the green deal assessor at the time the green deal plan was entered into;
 - (ii) the improvements installed under the green deal plan;
 - (iii) typical energy use for the green deal property; and
 - (iv) current energy prices; and
- (b) a low user of energy may not achieve the estimated first year savings.

17. Where the green deal property is a non-domestic property, a statement indicating that—

- (a) the estimated first year savings are based on—
 - (i) a standard assessment methodology; and
 - (ii) the use of the green deal property at the time the green deal assessment was carried out; and
- (b) the estimated first year savings may not be achieved if—
 - (i) the green deal property is used in a manner which is different to the use of the property at the time the green deal assessment was carried out; and
 - (ii) the recommendations in the green deal assessment regarding energy use at the green deal property are not implemented.

18. In respect of each improvement installed at the green deal property under the green deal plan—

- (a) a description that is sufficient to identify the improvement; and
- (b) the month and year in which the improvement-specific payment period finishes.

19. A statement advising the person receiving the recommendations report—

- (a) to check whether the improvements installed at the green deal property under the green deal plan—
 - (i) remain installed;
 - (ii) might have been affected by alterations made to the green deal property; and
 - (iii) have been maintained in accordance with advice provided by the green deal provider;
- (b) if they become the electricity bill payer, to contact the person who supplies electricity to the green deal property; and
- (c) if they become the electricity bill payer, to contact the green deal provider if they—
 - (i) intend to alter the green deal property in a manner which might affect the operation of the improvements; or
 - (ii) become aware that such alterations have been made.

20. A statement indicating that—

- (a) the improvements installed under the green deal plan are, under that plan, guaranteed for at least 5 years; and
- (b) the guarantee provided under the green deal plan may be subject to maintenance and servicing requirements.

21. A statement indicating that further information is contained in the green deal plan or can be obtained from the green deal provider.

22. Where the green deal provider knows or has reasonable cause to believe that an improvement installed at the green deal property under a green deal plan has been removed from the property before the end of the improvement-specific payment period, the following statement—

“Improvements installed under the green deal plan may have been removed from the property. You may not realise the estimated savings shown in this report. You are advised to check the position with the owner.”.

23. Where the green deal provider knows or has reasonable cause to believe that an alteration has been made to the green deal property which, had it existed when the estimated first year savings were calculated, would have affected that calculation materially, the following statement—

“The property may have been altered in a way which affects the operation of the improvements installed under the green deal plan. You may not realise the estimated savings shown in this report. You are advised to check the position with the owner.”.

PART 2

Interpretation

In this Schedule—

- “domestic property” has the meaning given in regulation 2(1) of the Framework Regulations;
- “estimated first year savings” has the meaning given in regulation 27(1) of the Framework Regulations;

Changes to legislation: *There are currently no known outstanding effects for the The Energy Performance of Buildings (Scotland) Regulations 2008, SCHEDULE 2. (See end of Document for details)*

“green deal assessment” means, in respect of a green deal property, the assessment carried out by a green deal assessor in accordance with the requirements of regulation 7 of the Framework Regulations before the green deal plan was entered into;

“green deal assessor” means a person who is authorised by the Secretary of State in accordance with Part 2 of the Framework Regulations to act as a green deal assessor;

“green deal provider” in relation to a green deal plan means the green provider under that green deal plan;

“improvement” has the meaning given in regulation 2(1) of the Framework Regulations;

“improvement-specific instalments” has the meaning given in regulation 30(3)(c) of the Framework Regulations;

“improvement-specific payment period” has the meaning given in regulation 30(3)(d) of the Framework Regulations;

“non-domestic property” has the meaning given in regulation 2(1) of the Framework Regulations; and

“regulated consumer credit agreement” has the meaning given in section 8 of the Consumer Credit Act 1974.]

Changes to legislation:

There are currently no known outstanding effects for the The Energy Performance of Buildings (Scotland) Regulations 2008, SCHEDULE 2.