

Prosumer's rights Charter

PREAMBLE

The fight against climate change has one of its key points in decarbonisation, namely the transition from fossil energy sources, exhaustible and cause of pollution and greenhouse gases (main culprits of global warming), to renewable energy sources, which on the contrary are clean and always available.

The decarbonisation process, however, cannot happen suddenly. An energy transition phase is needed to enable the gradual dismissal of fossil sources and an equally gradual transition to renewable sources, so as to ensure the stability and efficiency of networks and the energy system.

This implies in turn a change in the paradigm of energy production and distribution, from a centralised model based on large, sometimes outdated and inefficient power plants and networks, to a decentralized model characterized by the flexibility of small production plants located in the territory that use the renewable energies present on site (wind, photovoltaic, biomass, hydroelectric), until reaching forms of self-handling and consumption of the necessary energy.

From the latter point of view, the figure of energy prosumer (both producer and consumer) represents both a great opportunity and a key element in and of energy transactions, in order to protect the planet against global warming and climate change and for a fairer and more sustainable economy and development .

The prosumer can also play an active role in fighting energy poverty. Allowing the figures of those who produce energy and those who consume it to coincide, he can manage to lower energy production, processing and transport costs.

Prosumers can also come together, creating an inclusive model between the public and private sector that can lead to new forms of collaboration and development from a technical, economic, social and civil point of view. They can also further a sustainable and resilient path that implements the fundamental rights of people.

To do this, however, it is necessary to strengthen the figure of the prosumer and implement the transformation of the consumer into a prosumer by strengthening existing rights and creating other specific ones, which allow the birth and development of the model of self-production and self-consumption of energy.

This Charter sets out the fundamental rights which should be guaranteed by national law to the prosumer, from information rights to the market entry ones at no additional cost, up to unused energy resale rights and a competitive and inclusive system that avoids monopolies and oligopolies which may harm or even exclude the prosumer from the energy market. Without forgetting also the rights that promote social inclusion and the development of prosumerism in the territory as a driving force for economic development, work and social well-being.

Sections

I. DEFINITIONS

- 1) It is regarded as “prosumer” a legal entity which produces, stores, consumes and/or sells the electric energy produced prodotta in its premises or, if permitted by the State, in different places, provided that such activity does not constitute its main commercial or professional activity.
The electricity in question should be produced, preferably, from renewable sources.
- 2) It is regarded as an “energy community” a legal entity formed by a plurality of subjects referred to in Article 1, paragraph 1, which is based on open and voluntary participation, is autonomous, controlled by its members and has as its main objective to provide them with community-wide environmental, economic and/or social benefits.

II. SCOPE OF CHARTER

- 3) The present Charter identifies the prosumer’s fundamental rights which should be recognised and protected unconditionally by individual States.
Each State is nevertheless free to implement the fundamental rights identified by the Charter, defining new and additional ones.
The Charter also aims to empower the prosumer to fair energy consumption.

III. RIGHTS AND DUTIES OF THE PROSUMER

- 4) The prosumer retains his rights and duties as final consumers.
The prosumer, individually or by aggregators, can dispose of self-produced energy even selling it, when in excess, obtaining a profit.
The prosumer shall be granted all fundamental rights, including:
 - a) health protection;
 - b) safety and quality of products and services;
 - c) proper information;
 - d) correct advertising;
 - e) exercise of commercial practices in accordance with principles of good faith, fairness and loyalty;

- f) education for consumption;
- g) fairness, transparency and justice of the contractual relationship;
- h) promotion and development of free, voluntary and democratic associations among the prosumers.

5) The prosumer, in the exercise of its activity of production, conservation, consumption or sale of energy, can also carry out commercial and professional activities, provided that these ones will not represent the main source of economic profit.

The provisions of paragraph 1 of this Article shall not apply to households.

The prosumer has in any case the obligation to behave in every relationship according to fairness, loyalty and good faith.

IV. ENERGY COMMUNITY (CONSTITUTION, RIGHTS AND DUTIES OF PARTICIPANTS, RIGHT OF WITHDRAWAL)

6) In setting up an energy community, participants have the right to choose the legal form that best suits their interests and objectives, always compatible with the legal order of the individual States.

7) Access to the energy community, always free and voluntary, is based on the principle of non-discrimination. Members may also withdraw freely from the community at any time and with the same guarantees

In any event, it is not permitted to impose obligations and/or charges of any kind to a member wishing to exercise his right of withdrawal from the community.

8) The energy community can, inside its statute, provide for reuse clauses of any profits produced, provided that such re-use is intended for the development of local areas at least at an environmental, economic and social level, and in any case has no profit purpose

V. EDUCATION AND AWARENESS

9) Prosumers, such as individuals, aggregates or energy communities, are entitled to clear, precise, concise and in any case easily understandable contractual terms and conditions, so as to allow them a conscious choice.

The provisions of paragraph 1 apply to any invoice, bill and/or any other document issued by the contractual counterparty.

10) Prosumers are entitled the right to request from their contractual counterparty any clarification regarding any document issued in the course of the contractual relationship, completely free of charge.

The addressee of the request is obliged to reply to the request in a clear, comprehensible and concise manner within a reasonable time, and in any case not more than 30 days from receipt of the request.

11) In any case, the prosumers are entitled to general information on the state of their contractual relationship at least once a year.

VI. DATA PROTECTION

12) The prosumer is granted all the rights provided by EU Regulation no. 679 of 2016 in the matter of processing and protection of personal data (GDPR).

13) In any event, the State is free to provide for more favourable conditions.

VII. UNFAIR PRACTICES IN ADVERTISING AND MARKETING (CONSUMER'S PROTECTION)

14) The prosumer is entitled to fair contractual conditions and not to harassment.

In any case, it is forbidden to discriminate against the prosumer on the basis of, among others, race, language, gender, religion, sexual, political or trade union orientation, as well as personal, social and/or economic conditions.

15) The State should take care to eliminate any possible discrimination by promoting a legislative system that encourages the prosumer as an individual, its aggregations and energy communities, including tax incentives, economic aid, favourable conditions and in any case a complete and free information campaign.

In the case of particularly disadvantaged persons and/or in conditions of energy poverty, the provisions of paragraph 1 should set up an obligation and not an option for the single State.

VIII. EFFECTIVE AND ACCESSIBLE JUSTICE AND ALTERNATIVE DISPUTE RESOLUTIONS

16) The prosumer should have access to alternative dispute resolution (ADR) tools in the event of disputes between him and his contractual counterparts. Those instruments should be established in such a way as to achieve a fair, shared and rapid settlement of disputes.

17) The instruments referred to in Article 16 should be low-cost and in any case totally free of charge for particularly disadvantaged and/or vulnerable persons.

18) The instruments referred to in Article 16 must not, in any event, make access to ordinary justice impossible or simply more difficult.

19) States should create privileged channels of access to ordinary justice, including specialised courts.

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