

Solar Homes and Communities Plan  
Rebate Assistance Program



SHCP REBATE PAYMENT ASSIGNMENT FORM

**A. Customer Applicant - ("Assignor")** (as shown in section 1 of Part A of the Solar Homes & Communities Plan - Residential Application for Pre-Approval form AND Section 1 and Section 8 of the Solar Homes & Communities Plan – Residential Installation Report, both of which relate to this Rebate Assistance):

**SHCP Rebate Approval #:** \_\_\_\_\_

<b>Surname:</b>	_____
<b>Given Names:</b>	_____
<b>Installation Address:</b>	_____
<b>Postal Address:</b>	_____

**B. Company - ("Assignee"):** **Choice Electric Co. (Aust) Pty Ltd (ABN 96 010 182 215)**  
150 Gerler Road  
HENDRA QLD 4011

**Bank A/C Details:** **Bank:** NAB  
**Name:** Choice Electric Co. (Aust) P/L  
**BSB:** 086 006 **Branch:** Perth  
**A/C:** 8258 99647

**C. Dealer - ("Dealer")** (as shown in section 4 of Part A of the Solar Homes & Communities Plan - Residential Application for Pre-Approval form):

<b>Company Name:</b>	_____
<b>Address:</b>	_____

Executed as an agreement subject to the conditions on the reverse side of this form.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed for and on behalf of the **Assignor:** \_\_\_\_\_

Signed for and on behalf of the **Assignee:** \_\_\_\_\_

Signed for and on behalf of the **Dealer:** \_\_\_\_\_

The **Assignor**, **Assignee** and the **Dealer** hereby agree as follows:

1. In this agreement:
  - 1.1 "Rebate" means the Australian government photovoltaic rebate for which the Assignor has received pre-approval under the Solar Homes and Communities Plan with respect to the installation of a System; and
  - 1.2 "System" means a solar power (photovoltaic) system as detailed in Section 6 of Part B of the Solar Homes & Communities Plan – Residential Application for pre-approval form, for which the Assignor has received the pre-approval as detailed in Section 3.1, including any changes as defined in the Solar Homes & Communities Plan Installation report Section 5 of Part B.
2. The Assignor owes the Dealer an amount in respect of the retail supply and installation of the System ("**Invoiced Amount**") which is in excess of the Rebate.
3. The Dealer owes the Assignee an amount in respect of the wholesale supply of the System ("**Outstanding Amount**").
4. In consideration of:-
  - 4.1 the Assignee supplying the System to the Dealer for on-supply to the Assignor;
  - 4.2 the Dealer supplying to and installing or arranging the installation of the System for the Assignor;
  - 4.3 subject to clause 9, the Dealer agreeing to accept from the Assignor, in reduction of the Invoiced Amount, that portion which exceeds the Rebate,

the Assignor, at the direction of the Dealer, hereby irrevocably and absolutely assigns to the Assignee all of its right, title and interest in and to the Rebate.
5. In order to give effect to the assignment pursuant to clause 4, the Assignor shall, as soon as practicable, direct the relevant government authority to pay the Rebate directly to the Assignee by completing the Assignee's details in section 4 of Part A of the Residential Installation Report and causing a fully completed and signed copy of that report to be lodged with the Australian Government as soon as practicable, but in any event within seven (7) days of the installation of the System. A copy of the Installation Report is to be sent to the Assignee by the Dealer.
6. The Assignor agrees to allow the Dealer to forward to the Assignee copies of all documents required by the Assignee to provide the Rebate Assistance Service.
7. Upon the receipt by the Assignee of the Rebate in full from the Australian Government,
  - 7.1 the Invoiced Amount, to the extent of the Rebate, shall be deemed to have been paid by the Assignor to the Dealer.
  - 7.2 if the Rebate is in excess of the Outstanding Amount, the difference will be paid by the Assignee to the Dealer.
8. If for any reason, the Rebate is not:
  - 8.1 approved by the Australian government; or
  - 8.2 received by the Assignee within ninety (90) days of the date of installation of the System,

the Assignor shall remain liable for the full rebate amount.
9. Upon actual receipt by the Dealer from the Assignor of the amount equivalent to the Rebate in accordance with clause 8:
  - 9.1 the assignment referred to in clause 4 shall be deemed to have been automatically revoked; and
  - 9.2 if the Assignee subsequently receives the Rebate from the Australian Government, the Assignee shall pay to the Assignor the amount of the Rebate with seven (7) days of receipt by it of the Rebate.
10. The Assignor shall remain liable to the Dealer for the Invoiced Amount in its entirety until the full amount has been paid by the Assignor to the Dealer or, to the extent of the Rebate, is deemed paid in accordance with clause 7.1.