

Annexure “G” to Contract For Sale of Vacant Land by Offer And Acceptance

Solar System Incentive

This form is to be completed by you to obtain the Solar System rebate of up to \$7000 inclusive of GST.

Once you have completed all sections and complied with the Conditions (see clause 1 below), please save and email this form, and any required documentation, by no later than 4 years after the date of this Contract to: kiara@communities.wa.gov.au

Owner’s details

Owner’s name (‘you’):			
Current contact address:			
Mobile:		Email:	
Address for rebate cheque:			

New home address

Lot number:		Street number:	
Street name:		Suburb:	
Date lot settled:		Anticipated date of occupancy:	
Builder’s name:		Builder’s phone number:	

By completing this section where indicated below, I/We confirm that I/We have reviewed our Contract of Sale and have met the Conditions and have completed all work required to claim the Solar System rebate:

Owner’s signature:		Date:	
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Terms and conditions of the Solar System Package

1. Subject to you:
 - a) completing the construction of your new dwelling on the Property in accordance with the Contract;
 - b) arranging for a solar system (minimum of 1.5kW with 3.0kW inverter) ("Solar Energy System") to be installed on the Property in accordance with clause 3 below;
 - c) obtaining all approvals, licences, permits and consents (if any) which are required of any governmental, public or statutory authority in connection with the provision and installation of the Solar Energy System; and
 - d) providing to the Seller the Documents which are referred to in clause 4 below;

within four (4) years from the date of this Contract (the "Conditions"), the Seller will, on and subject to the following terms and conditions, pay a rebate (in the manner specified in clause 7) of up to \$7,000.00, inclusive of GST ("Rebate Amount").

2. For the purposes of this Annexure, "completion" of your dwelling on the Property occurs on the date that your builder issues you with a certificate of practical completion for that dwelling.
3. You may arrange for the Solar Energy System to be provided by:
 - a) your builder; or
 - b) a third-party supplier,(the "SES Installer").
4. As soon as possible after your appointed SES Installer has installed the Solar Energy System at the Property, you must send a copy of all of the following documents to the Seller, by email to the above address:
 - a) the certificate of practical completion which you have received from your builder;
 - b) your agreement with the SES Installer for the provision and installation of the Solar Energy System at the Property (if the Solar Energy System is to be installed by your builder, this agreement will be your building contract);
 - c) a certificate from a licensed electrician certifying that the Solar Energy System has been correctly connected to the Property; and
 - d) the invoice which you have received from your SES Installer for the provision and installation of the Solar Energy System at the Property (the "Invoice"),(together, the "Documents").
5. The Rebate Amount will only be paid if all of the Documents (in a form which is acceptable to the Seller, acting reasonably) are emailed by you to the address set out above within four (4) years after the date of this Contract.
6. If any of the Conditions are not satisfied, then:
 - a) the Seller's obligations under this Annexure will be at an end and it shall not be required to pay the Rebate Amount; and



- b) you will have no claim or right of action whatsoever against the Seller or its agent arising out of or in connection with this Annexure or the non-payment of the Rebate Amount and you will be responsible for paying the Invoice.
7. Subject to satisfaction of all of the Conditions, the Seller will pay, **directly to the SES Installer**, the amount of the Invoice, up to (but not exceeding) the Rebate Amount.
 8. You are responsible for selecting the SES Installer who will install the Solar Energy System at the Property and the type (and cost) of the Solar Energy System to be installed. If the amount invoiced for your selected Solar Energy System exceeds the Rebate Amount, you will be solely liable for the excess amount.
 9. The Rebate Amount will only be paid by the Seller in the manner specified in clause 7 and is not redeemable for cash or any other product or services.
 10. Your rights under this Annexure are personal to you and will not apply to and cannot be transferred to any other person to whom the Property is sold or transferred and will become null and void should the Property be on sold to another person.
 11. You are solely responsible for (and the Seller and its agent expressly disclaim all liability and responsibility) for:
 - a) the acts or omissions of your selected SES Installer when installing the Solar Energy System in your dwelling, including without limitation for:
 - i. any damage caused by the SES Installer to your property, or to any person, whilst undertaking the installation of, or as a result of the defective installation of, the Solar Energy System; or
 - ii. any delay in completing the installation;
 - b) any damage to your property or to any person caused by any defect or malfunction in the Solar Energy System, or the installation, use or operation of that system.
 12. The Seller is not making any representations or warranties whatsoever (and gives no guarantees) in relation to the Solar Energy System (including as to its fitness for any purpose) or as to the benefits which you may obtain from the Solar Energy System (including as to any cost savings that may be achieved by you or as to your ability to sell excess power into the electricity grid).
 13. You are responsible, at your cost, for the ongoing operation, repair and maintenance of the Solar Energy System. The Seller's sole (and only) liability under this Annexure is as stated in clause 7.

