

ENFORCEABLE UNDERTAKING

National Consumer Credit Protection Act 2009

Section 322

The commitments in this undertaking are offered to the Australian Securities and Investments Commission by:

Solar Rental Company Pty Ltd
ACN 151 517 609
294 Payneham Road
Payneham SA 5070

1. DEFINITIONS

In addition to terms defined elsewhere in this undertaking, the following definitions are used:

ASIC means the Australian Securities and Investments Commission;

Assess means evaluate the ability or quality of the thing or person;

Category 1 Consumer means a Consumer who has returned the completed Form 6 to SRC within 84 days of the Commencement Date and has chosen Option 1 – terminate the Hire Agreement;

Category 2 Consumer means a Consumer who has returned the completed Form 6 to SRC within 84 days of the Commencement Date and has chosen Option 2 – purchase the solar system outright;

Category 3 Consumer means a Consumer who has returned the completed Form 6 to SRC within 84 days of the Commencement Date, has chosen Option 3 – enter into a new Hire Agreement and has provided sufficient information in the Form 5 for an assessment to be carried out by SRC as to whether the New Hire Agreement is unsuitable in accordance with s128 to 131 of the National Credit Act;

Category 3A Consumer means a Category 3 Consumer in relation to whom the New Hire Agreement has not been assessed as being unsuitable;

Category 3B Consumer means a Category 3 Consumer in relation to whom the New Hire Agreement has been assessed as being unsuitable;

Category 4 Consumer means a Consumer who:

- i) has not returned the completed Form 6 to SRC within 84 days of the Commencement Date; or
- ii) has returned the completed Form 6 to SRC within 84 days of the Commencement Date and has chosen Option 3 – enter into a new Hire Agreement but has not provided sufficient information in the Form 5 for an assessment to be carried out by SRC as to whether the New Hire Agreement is unsuitable in accordance with s128 to 131 of the National Credit Act;

Category 5 Consumer means a Category 3A Consumer who has not entered into a New Hire Agreement with SRC within 126 days of the Commencement Date;

Caveat means a caveat lodged by SRC over land of a Consumer pursuant to s191 of the *Real Property Act 1886* (SA);

Commencement Date means the date upon which this enforceable undertaking is accepted by ASIC;

Consumer means a natural person who has entered into a Hire Agreement with SRC during the Relevant Period;

Credit licence means Australian credit licence;

Credit activity has the meaning given by s6 of the National Credit Act;

Document includes:

- a) Any paper or other material on which there is writing;
- b) Any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; and
- c) Any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device.

Fifth Letter means the letter contained in Annexure F;

First Letter means the letter contained in Annexure A;

Form 4 means the Form 4 "Solar Performance and Return Calculation Sheet" contained in Annexure C;

Form 5 means the Form 5 "Responsible Lending Questionnaire" contained in Annexure C;

Form 6 means the Form 6 "Your Options" contained in Annexure C;



Fourth Letter means the letter contained in Annexure E;

Hire Agreement means a contract relating to the hire and installation of a solar system on residential premises entered into by SRC with each Consumer;

Morelli means Glenn Patrick Morelli, born 5 November 1970 at Adelaide SA;

New Hire Agreement means the Form 3 new Hire Agreement contained in Annexure C;

National Credit Act means the *National Consumer Credit Protection Act 2009* (Cth);

National Credit Code means the National Credit Code at Schedule 1 of the National Credit Act;

Relevant period means the period between 19 October 2011 and 5 May 2012;

Second Letter means the letter and Forms 1, 2, 3, 4, 5 and 6 contained in Annexure C;

Sixth Letter means the letter contained in Annexure G;

Seventh Letter means the letter contained in Annexure H;

SRC means Solar Rental Company Pty Ltd ACN 151 517 609;

Third Letter means the letter contained in Annexure D.

2. BACKGROUND

2.1. ASIC's role

Under s239 of the National Credit Act, ASIC has the general administration of the National Credit Act.

2.2. Details of conduct

2.2.1. SRC's registered office is 294 Payneham Road, Payneham South Australia 5070 and its principal place of business is Unit 2, 65 Stephens Avenue, Torrensville, South Australia 5031.

2.2.2. Morelli is the sole director and shareholder of SRC and the operator of the business conducted by SRC.

2.2.3. During the Relevant period, SRC entered into an individual Hire Agreement with 239 Consumers.

2.2.4. Each Consumer had a right or obligation to purchase the solar system under the Hire Agreement.

2.2.5. The charge for hiring the solar system under each Hire Agreement exceeded the cash price of the solar systems.

2.2.6. Each Hire Agreement is regarded as a sale of goods by instalment under s9(1) of the National Credit Code and a credit contract under s4 and 5(1) of the National Credit Code.

2.2.7. SRC is the person who is to receive the instalments payable and the credit provider under each Hire Agreement.

2.2.8. SRC lodged a Caveat over each of the properties on which solar systems had been installed under each Hire Agreement.

2.2.9. During the Relevant period, SRC advertised on the website www.solarrentalco.com.au that it was able to provide solar systems to residential consumers on rent to buy contracts.

2.2.10. SRC did not hold a credit licence during the Relevant period.

2.3. ASIC's investigation

On 30 May 2012, ASIC commenced an investigation pursuant to s247 of the National Credit Act into suspected contraventions by SRC of the National Credit Act and the National Credit Code (**the Investigation**).

2.4. ASIC's Concerns

As a result of the Investigation, ASIC is concerned that:

2.4.1. SRC has engaged in credit activity without holding a credit licence authorising SRC to engage in that credit activity in contravention of s29 of the National Credit Act;

2.4.2. SRC has advertised that it engages in or is able to engage in credit activity when SRC would, if it engaged in the credit activity, contravene s29 of the National Credit Act, in contravention of s30(2) of the National Credit Act;

2.4.3. SRC has demanded, received and accepted a fee or charge from the Consumers for engaging in credit activity when, by engaging in the credit activity, SRC has contravened s29 of the National Credit Act, in contravention of s32 of the National Credit Act; and

2.4.4. the Hire Agreements do not contain the matters required under s17 of the National Credit Code.



2.5. Acknowledgement of Concerns

SRC acknowledges ASIC's concerns and has offered an enforceable undertaking in the terms set out below.

3. UNDERTAKINGS

- 3.1. Under s322 of the National Credit Act, SRC has offered, and ASIC has agreed to accept as an alternative to commencing civil proceedings, the undertakings as set out in paragraphs 3.2 to 3.9 below.
- 3.2. SRC undertakes that it will pay the costs of its compliance with this enforceable undertaking.
- 3.3. SRC undertakes that it will not seek reimbursement of, contribution towards or otherwise directly or indirectly pass on its costs of compliance with this enforceable undertaking or any proportion of those costs to the Consumers.
- 3.4. SRC will, within a reasonable period of time after receiving a request from ASIC, provide all documents and information requested by ASIC from time to time for the purpose of assessing SRC's compliance with the terms of this enforceable undertaking. For the avoidance of doubt, SRC is not required to provide ASIC with documents or information which are the subject of legal professional privilege.
- 3.5. SRC will not lodge caveats over the land of a Consumer.
- 3.6. If the completed Form 4 shows that the total financial benefit received by a Consumer exceeds the costs incurred by that Consumer, SRC will not seek to recover that amount from the Consumer.

3.7. Rectification

3.7.1. Within 14 days of the Commencement Date, SRC must:

- 3.7.1.1. use its best endeavours to identify each of the Consumers and their addresses from its records;
- 3.7.1.2. effect the removal of each of the Caveats; and
- 3.7.1.3. cancel all payment arrangements made with each of the Consumers in relation to payments due under each Hire Agreement.

3.7.2. Within 28 days of the Commencement Date, SRC must send the First Letter to each of the Consumers. If a Consumer's address cannot be obtained from SRC's records or the First Letter is returned, SRC must follow the procedure in Annexure B.



3.7.3. Within 56 days of the Commencement Date, SRC must complete Form 4 in relation to each of the Consumers.

3.7.4. Within 70 days of the Commencement Date, SRC must send the Second Letter to each of the Consumers.

Category 1 Consumers - Termination

3.7.5. Within 112 days of the Commencement Date, SRC must:

3.7.5.1. refund to each Category 1 Consumer all nett out of pocket expenses as calculated in each Category 1 Consumer's completed Form 4; and

3.7.5.2. send the Third Letter to each Category 1 Consumer.

Category 2 Consumers – purchase outright

3.7.6. Within 112 days of the Commencement Date, SRC must send the Fourth Letter to each Category 2 Consumer.

Category 3, 3A and 3B Consumers – entering New Hire Agreement

3.7.7. Within 112 days of the Commencement Date, SRC must:

3.7.7.1. assess whether the New Hire Agreement is unsuitable for each Category 3 Consumer in accordance with s128 to 131 of the National Credit Act;

3.7.7.2. send the Fifth Letter and the New Hire Agreement to each Category 3A Consumer;

3.7.7.3. send the Sixth Letter to each Category 3B Consumer; and

3.7.7.4. refund to each Category 3B Consumer all nett out of pocket expenses as calculated in each Category 3B Consumer's completed Form 4.

Category 4 and 5 Consumers – insufficient response and termination

3.7.8. Within 133 days of the Commencement Date, SRC must:

3.7.8.1. send the Seventh Letter to each Category 4 Consumer;

3.7.8.2. send the Seventh Letter to each Category 5 Consumer; and

3.7.8.3. refund to each Category 4 Consumer and each Category 5 Consumer all nett out of pocket expenses as calculated in each Category 4 Consumer and each Category 5 Consumer's completed Form 4.

3.8. Reporting to ASIC

Within 147 days of the Commencement Date, SRC must provide a report to ASIC containing the following information:

-
- 3.8.1. the name and address of each Consumer to whom the First Letter was sent;
 - 3.8.2. the name of each Consumer who has been unable to be located by SRC;
 - 3.8.3. the name of each Consumer to whom the Second Letter was sent;
 - 3.8.4. the name of each Category 1 Consumer and the amount of the refunds which have been paid to each Category 1 Consumer;
 - 3.8.5. the name of each Category 2 Consumer and the amounts which have been received by SRC from each Category 2 Consumer both prior to the Commencement Date and subsequent to the Commencement Date;
 - 3.8.6. the name of each Category 3 Consumer;
 - 3.8.7. the name of each Category 3A Consumer who has entered into a New Hire Agreement with SRC;
 - 3.8.8. the name of each Category 3B Consumer and the amount of the refunds which have been paid to each Category 3B Consumer;
 - 3.8.9. the name of each Category 4 Consumer and the amount of the refunds which have been paid to each Category 4 Consumer;
 - 3.8.10. the name of each Category 5 Consumer and the amount of the refunds which have been paid to each Category 5 Consumer; and
 - 3.8.11. the name of each Consumer who has had solar systems removed from their premises by SRC.

3.9. SRC undertakes to act in good faith

- 3.9.1. SRC will do all acts reasonably necessary to ensure compliance with this undertaking and refrain from doing any acts which are inconsistent with the terms and objectives of this undertaking.
- 3.9.2. SRC will take all practicable steps to ensure that its subsidiaries, associates, related parties, contractors, employees, servants and agents and any other persons acting on the instructions of SRC do all acts reasonably necessary to ensure compliance with this undertaking and refrain from doing any acts which are inconsistent with the terms and objectives of this undertaking.

3.9.3. Without limiting the generality of the previous paragraph, a reference to acts which are inconsistent with the terms and objectives of this undertaking includes publishing or making any statement which is derogatory of, denigrates or trivialises the terms, objectives or any other aspect of this undertaking.

4. ACKNOWLEDGMENTS

4.1. SRC acknowledges that ASIC:

4.1.1. may issue a media release on execution of this undertaking referring to its terms and to the concerns of ASIC which led to its execution;

4.1.2. may from time to time publicly refer to this undertaking; and

4.1.3. will make this undertaking available for public inspection.

4.2. Further, SRC acknowledges that:

4.2.1. ASIC's acceptance of this undertaking does not affect ASIC's power to investigate, conduct surveillance or pursue a criminal prosecution or its power to lay charges or seek a pecuniary civil order in relation to any contravention not the subject of the background section of this enforceable undertaking or arising from future conduct;

4.2.2. this undertaking in no way derogates from the rights and remedies available to any other person or entity arising from any conduct described in this undertaking or arising from future conduct.

4.3. SRC acknowledges that this undertaking has no operative force until accepted by ASIC, and SRC acknowledges that the date of the enforceable undertaking is the date on which it is accepted by ASIC.

5. NOTIFICATION

5.1. The address for providing ASIC with any document or notification required by the enforceable undertaking is:

The Senior Manager
Financial Services Enforcement
Australian Securities and Investments Commission
GPO Box 9827
Adelaide SA 5001

5.2. The address for providing SRC with any document or notification required by the enforceable undertaking is:



Glenn Morelli
Managing Director
Solar Rental Company Pty Ltd
PO Box 326
Torrensville SA 5031

**EXECUTED BY SOLAR RENTAL
COMPANY PTY LTD** in accordance
with s127(1) the *Corporations Act 2001*
by:



Signature of Sole Director
Glenn Patrick Morelli

**Accepted by the Australian Securities and Investments Commission under s93AA
of the ASIC Act by its duly authorised delegate:**



Signature of ASIC Delegate

Delegate of Australian Securities and Investments Commission



Print name



Date

ANNEXURE A

First Letter to be sent to Consumers

(on SRC Letterhead)

<<INSERT Date>>

<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

<<INSERT Address of Consumer>>

Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

SOLAR SYSTEM HIRE AGREEMENT

I refer to the Hire Agreement you entered into with Solar Rental Company Pty Ltd (Solar Rental) on <<INSERT Date of Hire Agreement>> (Hire Agreement) in relation to the hire purchase of solar panels and associated equipment which have been installed on your premises.

We have been contacted by the Australian Securities & Investments Commission (ASIC) in relation to the Hire Agreement. ASIC has raised concerns with Solar Rental that the Hire Agreement is a credit contract which is subject to the provisions of the *National Consumer Credit Protection Act 2009* (National Credit Act), and that Solar Rental was required to hold an Australian credit licence at the time it entered into the Hire Agreement with you.

Solar Rental was granted an Australian credit licence by ASIC on 18 October 2012.

Solar Rental acknowledges ASIC's concerns and has provided ASIC with a court enforceable undertaking to address the issues. Full details of the undertaking can be found on the Public Register on ASIC's website on www.asic.gov.au.

To comply with the enforceable undertaking Solar Rental will be writing to all affected consumers and providing them with information in relation to the options available to them. In order to provide you with accurate information regarding your options, Solar Rental needs to obtain details from your solar system inverter and your electricity meter. Solar Rental will be in contact with you within the next 28 days to make arrangements to collect this information. Solar Rental will then send you a letter setting out the options available to you.

If you have any questions in relation to this letter, please contact <<INSERT Name>> on <<INSERT Number>>.

Yours faithfully

<<INSERT Name of Company>>

<<INSERT Name>>

<<INSERT Position at Company>>

ANNEXURE B

Procedure for contacting persons

1. In accordance with paragraph 3.7.2 of this undertaking, SRC must send the letter at Annexure A by ordinary pre-paid post to the most recent address SRC has recorded for each consumer.
2. If the letter is returned, SRC must attempt to ascertain a current address for those persons by using the 'Change of Address' database provided by Australia Post. If Australia Post's 'Change of Address' database reveals a different address for any such persons, SRC will send the letter by ordinary pre-paid post to that different address.
3. If Australia Post notifies SRC that a person has changed address but has not given their consent to Australia Post to release their new details, SRC will use the 'Re-Connect' service provided by Australia Post to seek to obtain that new address.¹
 - 3.1. Before using Australia Post's 'Re-Connect' service, SRC will consult with ASIC and Australia Post on the content of any correspondence to be sent to persons using the 'Re-Connect' service.
 - 3.2. When using the 'Re-Connect' service, SRC must ask Australia Post to notify the person that the proposed communication relates to 'possible Corrective notice and possible claim for compensation arising from an enforceable undertaking made to the Australian Securities and Investments Commission'.
 - 3.3. If the person:
 - 3.3.1. consents to the release of their new address to SRC, SRC will send the letter at Annexure A by ordinary pre-paid post to that different address; or
 - 3.3.2. does not consent to the release of their new address to SRC, SRC must follow the procedure in paragraphs 4 - 6.
4. SRC will carry out an Internet search of the Telstra White Pages On-Line at www.whitepages.com.au if:
 - 4.1. Australia Post's 'Change of Address' database and 'Re-Connect' service reveal no different addresses for those persons whose letter is returned; or
 - 4.2. a letter has been sent to an address revealed by the 'Change of Address' or 'Re-connect' service and has again been returned.
5. If:
 - 5.1. an entry which includes an address is found and that entry appears on reasonable grounds to correspond with the person sought, SRC must send the letter by ordinary pre-paid post to that address; or

1. _____

¹ Australia Post's 'Re-Connect' service is a service whereby Australia Post writes to relevant persons advising them that SRC is trying to contact them, and asking for their consent to the release of their new address.

5.2. no entry which includes an address is found which appears on reasonable grounds to correspond with the person sought, SRC is not required to send the letter to that person, subject to paragraph 6.

-
6. SRC must send the letter by ordinary pre-paid post to the person if at any time within 18 months from the date of ASIC's acceptance of the undertaking:
- 6.1. a person for whom no address has been found contacts SRC; or
 - 6.2. SRC otherwise becomes aware of an address which it has reasonable grounds to suspect is the current address of the person.

ANNEXURE C

Second Letter to be sent to Consumers

(on SRC Letterhead)

<<INSERT Date>>

<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

<<INSERT Address of Consumer>>

Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

SOLAR SYSTEM HIRE AGREEMENT

Important:

This Letter Affects Your Solar System.

It is VERY IMPORTANT you read this letter and RESPOND BY <<INSERT Date 84 days from Commencement Date>>

IF YOU DO NOTHING YOUR RELATIONSHIP WITH SOLAR RENTAL WILL BE TERMINATED AND YOUR SOLAR SYSTEM MAY BE REMOVED

I refer to our letter dated <<INSERT Date of First Letter>> in which we advised that Solar Rental has entered into a court enforceable undertaking to address issues which have been raised by the Australian Securities & Investments Commission in relation to Hire Agreements entered into by Solar Rental with domestic consumers prior to Solar Rental being granted an Australian credit licence.

Disclosures

Solar Rental is writing to all domestic customers who entered into Hire Agreements with Solar Rental between 19 October 2011 and 5 May 2012 and providing them with certain information in relation to their Hire Agreements. The information in relation to your Hire Agreement is set out in Form 1 "Information Statement", Form 2 "Credit Guide" and Form 3 "New Hire Agreement".

Solar Rental requests that you carefully consider the information set out in these documents, and then choose one of the three options set out below.

Your Options

1. Terminate the Hire Agreement

☐ **OPTION 1: if a refund is payable.**



If you elect to terminate the Hire Agreement, you will receive a refund of all amounts you have paid to Solar Rental including monthly rental payments, installation costs and meter change over costs less the financial benefit you have received during the period the solar system has been installed on your premises. Details as to how this amount has been calculated are in the attached Form 4 "Solar Performance and Return Calculation Sheet".

If you elect to terminate, your refund will be \$<<INSERT Amount Due>>.

1 **OPTION 2: if no refund is payable.**

If you elect to terminate, you will not receive a refund as the costs you have incurred are less than the financial benefit you have received.

If you elect to terminate, the complete solar system may be removed from your premises at no cost to you.

2. Purchase the solar system outright

If you elect to purchase the solar system outright, the pay-out figure will be the original retail purchase price of the solar system plus installation costs minus any payments you have already made to Solar Rental. The original retail price of your solar system was <<INSERT Amount>> (this price includes a discount for the Renewable Energy Certificate which has been received by Solar Rental).

Your pay-out figure is \$<<INSERT Amount>>.

3. Enter into a new Hire Agreement

If you wish to continue with the hire purchase of your solar system, you will need to enter into a new Hire Agreement with Solar Rental. The form of that new Hire Agreement is set out in Form 3 "New Hire Agreement". The Hire Agreement needed to be amended to ensure that it is compliant with the National Credit Act.

The new Hire Agreement will be in relation to the balance of the monthly rental payments owed by you under the former Hire Agreement.

Before Solar Rental enters into a new Hire Agreement with you, Solar Rental must make an assessment as to whether the Hire Agreement is unsuitable for you. This assessment must be made to comply with the responsible lending conduct obligations in the National Credit Act. To make this assessment Solar Rental must:

- 3.1. Make reasonable enquiries about your financial situation, and your requirements and objectives; and
- 3.2. Take reasonable steps to verify your financial situation.



For Solar Rental to make this assessment you must fill in the application in Form 5 "Responsible Lending Questionnaire" and return it, together with copies of the documents requested in that application, to Solar Rental. Solar Rental will be in touch with you as soon as it has made the required assessment.

What you need to do now

Once you have considered the information contained in Forms 1, 2 and 3 and decided which of the 3 options best suits you, please fill in the attached Form 6 "Your options" and return it to Solar Rental in the attached self addressed envelope by <<INSERT Date - 84 days from Commencement Date>>.

If you choose option 3 (enter into a new Hire Agreement) you will also need to complete Form 5 "Responsible Lending Questionnaire" and return it together with the documents requested in that Questionnaire to Solar Rental in the same envelope.

What happens next

If you choose:

Option 1 (termination)

Solar Rental will refund your payments (if any are due) within 14 days of receipt of your completed Form 6 "Your options". Solar Rental may then be in touch with you regarding the removal of the solar system from your premises.

Option 2 (purchase outright)

You must pay Solar Rental the payout figure by <<INSERT Date>>. Details as to how payment may be made are set out in Form 6 "Your options".

Option 3 (enter into new Hire Agreement)

After receipt of your completed Form 6 "Your options" and Form 5 "Responsible Lending Questionnaire" and by <<INSERT Date - 112 days from Commencement Date>>, Solar Rental will contact you to advise you of the outcome of your application.

If your application is accepted (the Hire Agreement is assessed as suitable for you), you will be sent a new Hire Agreement to sign and return to Solar Rental.

If the Hire Agreement is assessed as unsuitable for you, Solar Rental will terminate the Hire Agreement, refund payments (if any are due) and remove the solar system as is set out in option 1.

If you do nothing

If by <<INSERT Date - 84 days from Commencement Date>> Solar Rental has not received the completed Form 4 "Your options" (and Form 3 "Responsible Lending Questionnaire" if you choose option 3), then you will be taken to have elected option 1



(termination) and arrangements will be made to refund your payments and the solar system may be removed.

Caveats and Direct Debits

As you will be aware, Solar Rental lodged a caveat over your property in order to secure Solar Rental's interests in relation to amounts owed under the Hire Agreement. As that Hire Agreement is no longer valid, that caveat has now been removed by Solar Rental.

Further, Solar Rental has now suspended the direct debit arrangements which applied under the Hire Agreement. If you elect option 3 and enter into a new Hire Agreement with Solar Rental, Solar Rental will make new direct debit arrangements with you.

Concerns or Questions?

If you have any concerns or complaints, our attached Credit Guide (Form 2) sets out our dispute resolution procedure.

If you have any questions in relation to this letter or the enclosed Forms, please contact <<INSERT Name>> on <<INSERT Contact details>>.

Yours faithfully

<<INSERT Name of Company>>

<<INSERT Name>>

<<INSERT Position at Company>>

A handwritten signature in black ink, appearing to be 'GKM', is located at the bottom right of the page.



Solar Rental Company

Information Statement

V1.1 02/2013

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and Solar Rental Company (SRC). It does not state the terms and conditions of your contract. If you have any concerns about your contract, contact the credit provider and, if you still have concerns, SRC's external dispute resolution scheme, or get legal advice.

The contract**1. How can I get details of my proposed credit contract?**

SRC must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to SRC, you must be given a copy to keep. Also, SRC must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to SRC and ask for one. SRC may charge you a fee. SRC has to give you a copy —

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to SRC so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by SRC has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay SRC the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to SRC at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

SRC must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.



Solar Rental Company

Information Statement

V1.1 02/2013

6. Will I pay less Rental if I pay out my contract early?

Yes. The rental you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits SRC to charge one) and other fees.

7. Can my contract be changed by SRC?

Yes, but only if your contract says so.

8. Will I be told in advance if SRC is going to make a change in the contract?

That depends on the type of change. For example—

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for—
- a change in the way in which rental is calculated; or
- a change in credit fees and charges; or
- any other changes by SRC;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to SRC. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact SRC's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. SRC's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at GPO 3, Melbourne, Victoria 3001. Telephone 1300 78 08 08 www.fos.org.au

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

Insurance

10. Do I have to take out insurance?

SRC can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by SRC. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by SRC then, within 14 days of that happening, SRC must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.



Solar Rental Company

Information Statement

V1.1 02/2013

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

SRC must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give SRC certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to SRC.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if SRC has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have SRC's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. What can I do if I find that I can not afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may—

- if the mortgaged property is goods — give the property back to SRC, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if SRC gives permission first;
- OR
- give the property to someone who may then take over the repayments, but only if SRC gives permission first.

If SRC won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to SRC even after the mortgaged property is sold.

19. Can SRC take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.



Solar Rental Company

Information Statement

V1.1 02/2013

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving SRC's request to tell SRC. If you do not have the goods you must give SRC all the information you have so they can be traced.

21. When can SRC or its agent come into a residence to take possession of mortgaged goods?

SRC can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22. What do I do if I cannot make a repayment?

Get in touch with SRC immediately. Discuss the matter and see if you can come to some arrangement. You can ask SRC to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if SRC and I cannot agree on a suitable arrangement?

If SRC refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong. If the credit provider still refuses your request you can complain to the external dispute resolution scheme that SRC belongs to. Further details about this scheme are set out below in question 25.

24. Can SRC take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact SRC's external dispute resolution scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT SRC. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH SRC BEFORE CONTACTING SRC'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO SRC YOU CAN CONTACT SRC'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. SRC'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT GPO 3, MELBOURNE, VICTORIA 3001. TELEPHONE 1300 78 08 08 www.fos.org.au

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE

Page 4 of 4



Australian Credit Licence Number 426040
65 Stephens Avenue, Torrensville SA 5031 ■ PO Box 326 Torrensville SA 5031
P 1300 638 719 ■ F (08) 8234 5110 ■ Enquiries@solarrentalco.com.au ■ www.solarrentalco.com.au



Handwritten signature

FORM 2



Solar Rental Company

SRC Credit Guide V2.0 03/2013

CREDIT GUIDE

About this Guide.

This Credit Guide gives you important information about the products we provide which are regulated by the National Credit Code ("consumer lending products"). In this guide, the words "we", "us", "our" and "Solar Credit Company" refer to Solar Credit Company. Solar Credit Company may have additional products and services that are not covered by this guide. In your interaction with Solar Credit Company, you may receive Financial Services Guides (FSG) and additional Credit Guides. **This guide should be read in conjunction with our Information Statement and our Credit Agreement.**

This Credit Guide is an important document, which has been designed to assist you with the legal and governmental points that are important to you and us, when you are considering whether to use any of the credit or financial services offered. This Credit Guide was prepared on 1 August 2012.

There is a section at the end of this Credit Guide which gives the meaning of some of the more important words used in this Guide.

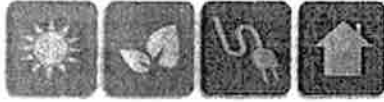
This Credit Guide contains important information about:

- the services and products we offer you
- the remuneration commissions or other benefits that may be paid to Solar Credit Company or other relevant persons in relation to the Credit/financial services being offered
- our internal and external dispute resolution procedures and how you can access them
- how you can contact us, and
- how you can give us instructions.

We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009 (NCCP Act). The NCCP Act regulates the activity of lending, leasing, and finance broking.

Key information

Our Full Name	SOLAR RENTAL COMPANY PTY LTD ACN: 151 517 609
Address	2/65 Stephens Avenue Torrensville SA 5031
Phone Number	1300 638 719
Australian Credit Licence Number	426040
Email	enquiries@solarrentalco.com.au
Fax Number	(08) 8234 5201



Solar Rental Company

SRC Credit Guide V2.0 03/2013

Our General Responsibilities.

In relation to our consumer lending products, we will not, as a Credit provider:

- Enter into a Credit Contract with you; or
- Increase the Credit limit of a Credit contract with you,

If we assess that the Credit contract is unsuitable for you.
We refer to this assessment as the Responsible Lending Assessment.

If, before entering the credit contract or increasing the credit limit you request a copy of the application assessment, SRC must give you a written copy of the assessment before entering the contract or increasing the credit limit. If you request a copy of the assessment within seven (7) years after entering into the credit contract, SRC must give you a written copy of the assessment. This request can be made in writing to us (as per SRC's obligations under the NCCP act). SRC is not required to give you a copy of the assessment if the contract is not entered or the credit limit is not increased. Our full contact details are at the conclusion of this form.

For the purposes of determining (under the NCCP act) whether the contract will be unsuitable, only information that satisfies the below will be taken into account:-

- a) Information about your financial situation as asked for by SRC and disclosed by you, including requirements and objectives or any other matter as prescribed by the act.
- b) at the time the contract is entered into, SRC believes the information was true or if SRC had reason to believe that the information was true if it had made the appropriate enquires or verification as outlined in the act.

When will the Credit Contract be unsuitable?

A Credit contract will be unsuitable if:

- The Credit contract does not meet your requirements or objectives; or
- It is likely that you will be unable to comply with your financial commitments under the Credit contract; or
- It is likely that you could only comply with your financial commitments under the Credit contract with substantial hardship.

What will happen if you have a Complaint?

Our staff are here to help you. So if you have a concern or complaint, please talk to our staff at our office, (1300 638 719) or your initial contact person from Solar Credit Company (for example your Sales Representative) If we do not satisfy your concern or complaint, please refer below for other options.

Information Statement .

We will generally provide you with a Information Statement, if a recommendation is made to you to attain a particular Credit or financial product, or if it is offered or issued to you. The Information Statement will help you make an informed decision about the Credit or financial product by providing information about:

- terms and conditions
- fees and charges
- interest rates
- details of any features, benefits and risks associated with holding the product
- dispute resolution, and
- privacy.

Remuneration of Staff.

All office staff receive a fixed salary from Solar Credit Company. Some staff may also receive commission based remuneration or incentives. Solar Credit Company may also periodically provide sales incentives in the form of promotions and competitions.



Solar Rental Company

SRC Credit Guide V2.0 03/2013

Fees.

Solar Rental Company do not have application for finance fees or ongoing fees. Legal fees may apply. Please refer to our Information Statement for other general terms and information.

Dispute Resolution.

If you have a concern about any of our products, Credit programs or staff, please share it with us. We welcome the opportunity to hear your concerns and fix the situation. Any concern a customer may have is taken seriously and we strive to resolve any concern or misunderstanding as soon as possible. Solar Credit Company takes customer service and satisfaction very seriously.

If you have a complaint, please follow the steps below.

Step 1. Please Talk to Us.

You can contact our office on 1300 638 719 or your initial contact person from Solar Credit Company (for example your sales representative.) If we do not satisfy your concern or complaint, please contact our Customer Relations Team (see Step 2 below).

Step 2. Customer Relations Team.

If our office staff on initial contact have not resolved your concern or complaint, please call our Customer Relations Team. Our Customer Relations Officers are there to find a solution for you, by investigating the concern you have raised. The Customer Relations Officer will inform you of our decision as set out in our "dispute resolution program" Phone: 1300 638 719 and ask for our Customer Relations Department.

Our Fax number is (08) 8234 5201.

Email: enquiries@solarrentalco.com.au

Mail: Customer Relations Department, PO Box 326, Torrensville, SA 5031. If we still have not satisfied your concern or complaint, you may escalate your complaint to an external dispute resolution scheme (see Step 3 below).

Step 3. Financial Services Dispute Resolution Schemes.

If, despite our best efforts, you believe we have not satisfactorily dealt with your complaint, you can contact an alternative dispute resolution scheme.

Please contact:

Financial Ombudsman Services (FOS)

GPO Box 3, Melbourne, VIC 3001

Phone: 1300 780 808

Your Privacy.

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for. You can obtain a copy of the brochure by:

- asking at any Solar Credit Company office or by calling 1300 638 719.

Our privacy policy is also available by visiting our website:

www.solarrentalco.com.au

Contact Details for Solar Credit Company.

You may contact us:

- by calling 1300 638 719. Call 9.00am to 5.00pm, Monday to Friday.
- by email: enquiries@solarrentalco.com.au or by visiting our website: www.solarrentalco.com.au

If you are confused about some of the words we use in this Guide-

ACL Licence means an Australian Credit Licence issued by the Australian Securities and Investments Commission.

Australian Credit License (ACL) number 426040

65 Stephens Avenue, Torrensville SA 5031. ■ PO Box 326 Torrensville SA 5031

P 1300 638 719 ■ F (08) 8234 5110 ■ E enquiries@solarrentalco.com.au ■ www.solarrentalco.com.au

Page 3 of 3

23

FORM 3

Solar Hire Agreement V4.1 03/2013



FINANCIAL TABLE and SCHEDULE to HIRE AGREEMENT Repayments for Solar Systems over 8 or 9 years

Solar Rental Company

YEARS	1	2	3	4	5	6	7	8	Total	9	Total
1.5KW	\$59	\$62	\$65	\$68	\$72	\$75	\$79	\$83	\$5,812	\$87	\$7,807
2.0KW	\$79	\$83	\$87	\$91	\$96	\$101	\$106	\$111	\$7,782	\$117	\$10,453
2.5KW	\$99	\$104	\$109	\$115	\$120	\$126	\$133	\$139	\$9,752	\$146	\$13,100
3.0KW	\$119	\$125	\$131	\$138	\$145	\$152	\$159	\$167	\$11,722	\$176	\$15,746
3.5KW	\$129	\$135	\$142	\$149	\$157	\$165	\$173	\$182	\$12,708	\$191	\$17,069
4.0KW	\$154	\$162	\$170	\$178	\$187	\$197	\$206	\$217	\$15,170	\$228	\$20,377
4.5KW	\$179	\$188	\$197	\$207	\$218	\$228	\$240	\$252	\$17,633	\$264	\$23,685
5.0KW	\$199	\$209	\$219	\$230	\$242	\$254	\$267	\$280	\$19,603	\$294	\$26,331
6.0KW	\$239	\$251	\$263	\$277	\$291	\$305	\$320	\$336	\$23,543	\$353	\$31,624
7.0KW	\$269	\$282	\$297	\$311	\$327	\$343	\$360	\$379	\$26,499	\$397	\$35,594
8.0KW	\$318	\$334	\$351	\$368	\$387	\$406	\$426	\$447	\$31,326	\$470	\$42,077
10KW	\$409	\$429	\$451	\$473	\$497	\$522	\$548	\$576	\$40,290	\$604	\$54,118
12KW	\$499	\$524	\$550	\$578	\$607	\$637	\$669	\$702	\$49,156	\$737	\$66,027
15KW	\$609	\$639	\$671	\$705	\$740	\$777	\$816	\$857	\$59,991	\$900	\$80,582
20KW	\$819	\$860	\$903	\$948	\$995	\$1,045	\$1,098	\$1,152	\$80,678	\$1,210	\$108,369
25KW	\$1,099	\$1,154	\$1,212	\$1,272	\$1,336	\$1,403	\$1,473	\$1,546	\$108,260	\$1,624	\$145,418
30KW	\$1,189	\$1,248	\$1,311	\$1,376	\$1,445	\$1,517	\$1,593	\$1,673	\$117,126	\$1,757	\$157,327

The information in the Financial Table and Schedule (as tailored to each customer) forms a part of this contract and should not be subject to change unilaterally by SRC without consent.

Prices as listed in the Financial Table are for standard installation in Metropolitan Adelaide. Additional costs associated with installation will be calculated at \$30 per month per \$1,000

Payments will be direct debited from your nominated bank account monthly, on or around the 15th day of each month

("the Hirer")

("the Registered Proprietor")

("period of hire") (other than clause 4)

("system to be hired")

("monthly rental")

\$

("installation fee")

\$

The Indicative date for the first Rental payment as per this agreement

/ / 2013

Current retail price for the solar system, including installation (eg: Cash Price)

\$

Additional charges apply to areas outside the Adelaide metropolitan area and non-standard installation

\$

The maximum amount of credit agreed to be provided by Solar Rental Company

\$

Rental charge for the provision of credit over the term of this facility (SRC Margin)

\$

Dishonour fees apply if a payment is dishonoured due to insufficient funds

\$35.00 per dishonour

Legal fees if ascertainable at the time of this agreement

\$

The disclosure date for the purposes of this agreement

/ / 2013

24

GM



Solar Rental Company

Solar Hire Agreement V4.0 01/2013

HIRE AGREEMENT
(REPLACEMENT CONTRACT)

THIS AGREEMENT is made on the _____ day of _____ 201

BETWEEN SOLAR RENTAL COMPANY PTY LTD (ACN 151 517 609) whose registered office is situate at care of LBH Accountants 294 Payneham Road Payneham in the State of South Australia of the first part ("**SRC**") **AND** the person, persons or company named in the Schedule hereto of the Second Part ("**the Hirer**") **AND** the person, persons or Company named in the Schedule hereto of the Third Part ("**the Registered Proprietor**") **WHEREAS:**

1. SRC owns certain solar panels and associated equipment specified in the Schedule hereto and is desirous of hiring same to the Hirer.
2. The Registered Proprietor consents to the installation of the solar panels and equipment (the system).
3. This Agreement is subject to both conditions of hire and covenants from the Hirer together with a guarantee from the Registered Proprietor that the sums due and owing under this Agreement shall be paid.
4. The period of hire shall be for a period of eight (8) years from the date of this Agreement or such other period as is specified in the Schedule. The cash price of the system together with any fees and charges are detailed in the Schedule hereto.

5. **Non Return**

Ownership of the system shall pass to the Registered Proprietor at the conclusion of the period specified in clause 4 herein or the Schedule to this Agreement (whichever is the longer).

6. **Loss or Damage**

The Hirer shall be responsible for any loss or damage to the equipment irrespective of how the loss or damage occurred (fair, wear and tear excepted). Upon notice in writing from the Hirer that the said equipment is lost or damaged beyond economic repair hire charges shall cease whereupon the Hirer shall be liable for the fair market value or the depreciated value of the said equipment (whichever is the greater) plus SRC's margin as detailed in the Schedule hereto.

7. **Proper Use**

The Hirer shall use the system in a proper manner and in accordance with the Operating Manuals (which the Hirer acknowledges being given access to) for the purpose for which the said system was designed and in accordance with all statutes and regulations (passed or under) and in particular but not limited to all workplace health and safety legislation and guidelines.

Initials - SRC

Initials - RP/Lessor

Initials - Hirer

Page 2 of 8

Australian Credit Licence Number 426040

65 Stephens Avenue, Torrensville SA 5031 ■ PO Box 326 Torrensville SA 5031

P 1300 638 719 ■ F (08) 8234 5110 ■ E enquiries@solarrentalco.com.au ■ www.solarrentalco.com.au

25



GM

**8. Maintenance and Servicing**

The Hirer covenants at its own expense to clean the equipment and to keep it free of all debris. SRC covenants at their own expense to maintain the equipment in good and substantial repair and condition for the duration of this Agreement.

9. SRC's Warranty

SRC warrants the serviceability of the system for the period of hire and, if the Hirer complies with **clause 8** herein will repair or replace equipment that fails due to a manufacturer's fault. SRC further warrant that it will comply with AS/NZS 3000, 3008 and 5033 and AS 4777 and all Renewable Energy Legislation and Regulations passed thereunder.

10. Qualifications of Installers

SRC warrants that all installers engaged by it either as employees or as sub-contractors shall (as required) hold:-

- BCSC Accreditation (including Install and Design Licences);
- An A Class Electrician Licence;
- Working at Heights Accreditation (SafeWork SA);
- Registration by Clean Energy Council (CEC) as licensed installer;
- Authorisation from the Office of Renewable Energy Regulator (ORER); and
- Will produce all licences, qualifications and accreditations upon request of the Registered Proprietor; and
- Will display identification at all times whilst working on site.

11. Reliance

The Hirer will specify to SRC whether they seek to achieve a partial, equivalent or excess offset to their power accounts. The Hirer acknowledges that they have relied on their own skill and judgement in the selection of the system installed.

12. Exclusions

SRC shall not be responsible for any loss or damage directly arising or any consequential loss or damage arising from any breakdown or non-performance of the system howsoever arising.

13. Termination

The Hirer may at any time terminate the within Agreement after the initial period specified in clause 4 herein or the alternative period specified in the Schedule hereto by notice in writing and thereafter the Agreement terminates forthwith. The Registered Proprietor and the Hirer authorises SRC, its servants or agents to enter their premises or upon their land for the purpose of terminating the service.

SRC may terminate the within Agreement in writing in the event of the Hirer being in breach of its obligations to pay the hire fee detailed in paragraph 23 herein if the Hirer's default continues for a period of sixty (60) days or more.

Initials - SRC

Initials - RP/Lessor

Initials - Hirer

SM



14. **Early Payout and Calculation**

The Hirer may at any time during the period specified in clause 4 herein (or such other time as specified in the Schedule hereto) payout the future obligations under this Agreement by paying SRC the retail value of the equipment installed (as at the date of installation) (together with the costs of installation, establishment fees, disbursements, and SRC's margin as detailed in the Schedule hereto) less payments made by the Hirer under this Agreement.

15. **Default**

In the event of the Hirer defaulting on this Agreement such that SRC suffers loss or damage, the Hirer shall be liable for all collection fees and charges including but not limited to agent's fees, solicitor's costs and disbursements (calculated as between solicitor and client).

16. **Indemnity**

The Hirer shall indemnify and keep indemnified SRC its servants and agents from and against all actions, claims and demands whatsoever and howsoever arising including but not limited to all damages, costs (as between solicitor and client) charges and expenses thereof caused by or arising directly or indirectly in connection with the use or operation of the said equipment by the Hirer.

17. **Privacy**

SRC collect information in accordance with its obligations under the Commonwealth Privacy Act 1988. SRC collect information so that it can conduct market and customer satisfaction research and to develop and identify products and services that may interest the Hirer. The information is also collected to enable credit reference checks to be made.

18. **Successors and Assigns**

This Agreement shall bind and enure for the benefit of the parties and their respective successors and assigns but neither party shall assign this Agreement or all or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld.

19. **Governing Laws**

This Deed shall be governed by and construed in accordance with the laws of South Australia.

20. **Guarantee by Registered Proprietor**
Not Applicable

21. **Improvement to Land**

The Registered Proprietor acknowledges firstly that the installation of the equipment specified in the Schedule Hereto constitutes an improvement to the Registered Proprietor's land and secondly that the Agreement herein creates a financial obligation by the Hirer/Registered Proprietor under this Agreement.

Initials - SRC

Initials - RP/Lessor

Initials - Hirer

gell



22. **Future Upgrade**

At the conclusion of the term specified in clause 4 herein or such other period as is specified in the Schedule hereto SRC shall at the request of the Hirer replace and upgrade the system upon the hirer entering into a further Hire Agreement for a new term to be agreed.

23. **Hire Fee**

The Hirer agrees to pay the monthly rental specified in the Schedule hereto for the period of hire specified in clause 4 herein (unless varied by the Schedule hereto).

24. **Default Fee**

Should the Hirer default in their obligation to pay the agreed Hire Fee specified in the Schedule hereto SRC shall be entitled to charge a default fee of \$35.00 per default or such other figure as shall be charged from time to time which sum is SRC's reasonable estimate of the attendances required on the Hirer in order to secure a rectification of the breach.

25. **Future Increases in Rental Fee**

The monthly rental payable shall increase by five percent (5%) (compounding) upon each anniversary of this Agreement for the period of hire specified in clause 4 herein (unless varied by the Schedule hereto).

26. **Installation Fee**

The Hirer agrees to pay the installation fee specified in the Schedule hereto.

In the event of this Agreement being terminated pursuant to clause 13 herein or in the event of a mutual discharge and release of this Agreement SRC shall retain any out of pocket establishment fees including but not limited to Lands Titles Office fees, Government charges and costs of credit checks obtained (with the consent of the Hirer).

27. **Goods and Services Tax (GST)**

The parties agree that the provision of the equipment detailed herein constitutes a supply which is subject to the GST law which is currently ten percent (10%). The Hirer shall be responsible for the payment of any additional amount on account of future increases in the rate set by the GST law (if any).

28. **Special Conditions**

In addition to the terms and conditions specified herein, the parties agree to the Special Conditions as detailed in the Contract to Purchase/Hire.

Initials - SRC

Initials - RP/Lessor

Initials - Hirer

SM



Solar Rental Company

Solar Hire Agreement V4.0 01/2013

IMPORTANT

29. Before You Sign

- READ THIS CONTRACT DOCUMENT (AND THE ATTACHED SCHEDULES) so that you know exactly what financial contract you are entering into and what you and SRC will have to do under the contract.
- You should also read the information statement and other material provided by SRC including: "THINGS YOU SHOULD KNOW ABOUT THE PROPOSED CREDIT CONTRACT"
- Check that blank spaces have been filled in or crossed out.
- Ensure you retain a copy of this Hire Agreement.
- Do not sign this contract document if there is anything that you do not understand.

30. Things you must know

- You can withdraw this offer at any time before SRC as the credit provider accepts it. When SRC as the credit provider does accept the Contract/Hire Agreement, you are bound by it. However, you may terminate (end) the Contract before you obtain credit provided under the Hire Agreement/Credit Contract by telling SRC as the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out credit insurance unless you want to.
- If you take out insurance, SRC as the credit provider does not insist on any particular insurance company.
- The attached schedule sets out the total costs and charges payable during the period of the Agreement.
- SRC as credit provider can charge a fee (clause 14) if you pay out your Hire Agreement/Contract early.

Initials - SRC

Initials - RP/Lessor

Initials - Hirer

Page 6 of 8

Australian Credit Licence Number 426040

65 Stephens Avenue, Torrensville SA 5031 ■ PO Box 326 Torrensville SA 5031

P 1300 638 719 ■ F (08) 8234 5110 ■ E enquiries@solarrentalco.com.au ■ www.solarrentalco.com.au



29



SKM



Solar Rental Company

Solar Hire Agreement V4.0 01/2013

SIGNED by

in the presence of:

Witness signature

Witness print name

Address

SIGNED by

in the presence of:

Witness signature

Witness print name

Address

Initials - SRC

Initials - RP/Lessor

Initials - Hirer



GM



Solar Rental Company

Solar Hire Agreement V4.0 01/2013

OR

EXECUTED by)

.....)

.....)

.....)

ACN/ABN)
pursuant to Section 127 of the Corporations)
Act 2001)

.....
Director

.....
Secretary

SIGNED by SOLAR RENTAL COMPANY)
PTY LTD ACN 151 517 609)

.....
Witness & Print Name

Initials - SRC

Initials - RP/Lessor

Initials - Hirer

Page 8 of 8

Australian Credit Licence Number 426040

65 Stephens Avenue, Torrensville SA 5031 ■ PO Box 326 Torrensville SA 5031

P 1300 638 719 ■ F (08) 8234 5110 ■ E enquiries@solarrentalco.com.au ■ www.solarrentalco.com.au



31



SM

FORM 4



Solar Rental Company

SOLAR RENTAL COMPANY

Solar Performance and Return Calculation Sheet

Date : ____/____/2013

CLIENT DETAILS :

Cust 1 Name : _____ Cust 2 Name : _____

Cust Address : _____ PCode _____

RETURN CALCULATION DETAILS :

System Size (KW) : _____ Commissioning Date ____/____/201____

a) Cost per Kwh (AGL published rate less 17% max discount) \$0.2898 b) Feed-In tariff rate \$ _____

c) Total Rent Paid : \$ _____ d) Cost of Meter Upgrade \$ _____

e) Total Outlay (c+d) \$ _____

f) Total Kwh's EXPORTED (reading from Electricity Meter) _____ Kwh's

g) Money earned via Feed-In (b x f) \$ _____ x _____ Kwh = \$ _____

h) Total Kwh's PRODUCED (E-Total from Inverter) _____ Kwh's

i) Total Kwh's USED (h-f) _____ - _____ = _____ Kwh's

j) Money saved by using solar power (a x i) \$ _____ x _____ Kwh = \$ _____

k) Total Financial Benefit (g+j) \$ _____ + \$ _____ = \$ _____

l) NETT Out of Pocket Exp. (e-k) \$ _____ - \$ _____ = \$ _____

Amount Payable by Solar Rental Company (l) \$ _____

Signed by SRC _____ Name : _____ Date _____



Handwritten signature

FORM 5



Solar Rental Company

Rental Application Form

Applicants Personal Details

Page 1/2

Applicant # 1

Name (Applicant one):

Date of Birth:

Marital Status:

Number of Dependents:

Address:

Length at this address:

Phone H:

M:

W:

Previous address (if less than 3 years):

Last three year Employment history:

Employer:

(Since)

Phone:

Address:

Employer:

(Since)

Phone:

Address:

Employer:

(Since)

Phone:

Address:

If Self Employed- Accountants Name:

Accountants Phone Number:

Estimated total current annual Income:

Applicant # 2

Name (Applicant Two):

Date of Birth:

Marital Status:

Number of Dependents:

Address:

Length at this address:

Phone H:

M:

W:

Previous address (if less than 3 years):

Last three year Employment history:

Employer:

(Since)

Phone:

Address:

Employer:

(Since)

Phone:

Address:

Employer:

(Since)

Phone:

Address:

If Self Employed- Accountants Name:

Accountants Phone Number:

Estimated total current annual Income:

Assets

Property:

\$

Other Property:

\$

Motor Vehicles:

\$

Cash at Bank:

\$

Other Assets:

\$

\$

\$

Total Assets:

\$

SM



Solar Rental Company

Rental Application Form

Page 2/2

Liabilities

Liabilities	Lender	Amount Borrowed	Monthly Pmt	Total Owng
Mortgage/Rent:		\$	\$	\$
Other Mortgages:		\$	\$	\$
Other Loans:		\$	\$	\$
Credit Cards:		\$	\$	\$
Other Liabilities:		\$	\$	\$
Total Liabilities:				\$

Other Household Income

Type	Monthly Income
Rent/Board:	\$
Home Business:	\$
Dividends:	\$
Veterains Affairs	\$
Other	\$
Total:	\$

Privacy Declaration and Authorisation to release Information

I/We (Being the Applicant(s)), hereby certify that the information that has been provided is wholly true and not misleading. Pursuant to the Privacy Act 1988(Cth), I/We authorise and consent Solar Rental Company (SRC) (ABN 35 398 106 445) collecting from and providing to credit reporting agencies personal information (being credit information and any other relevant information about me/us), and to seek and obtain consumer credit references/reports to allow SRC to assess my/our application, manage my/our account, recover any money I/We owe and/or finance another product (currently or in the future) to me/us. I/We also acknowledge that the credit applied for may be provided by another credit provider. I/We acknowledge and authorise that in such cases, SRC may disclose my/our personal information to such credit provider for the purpose of assessing my/our application, including information about my/our consumer or commercial credit worthiness or financial capacity. I/We acknowledge and authorise you to discuss my/our personal information to others who perform a function or service for, or related to the purposes you collect, use or disclose the information, including agents. These may include introducers, debt collection agents, valuers, solicitors or accountants and Funders. You may also seek information from Government authorities or others to enable you to identify me/us and verify information I/We have provided. This may be to locate me or us or the assets. It may include searches of electoral rolls, land titles, business names or ASIC, bankruptcies and court judgements and telephone numbers. I/We acknowledge that if we fail to provide sufficient personal information, my/our application may not be able to proceed. I/We acknowledge that I/We may access my/our personal information by contacting SRC on 1300 638 719. I/We further authorise our accountant or financial officer to provide SRC such information, if any, which SRC may require in relation to our financial position including copies of our financial statements for the purpose of assessing this application. I/We also confirm receipt of the Rental Agreement terms and Conditions and disclosure documentation (Product Disclosure Statement (PDS))

Applicant # 1		Applicant # 2	
Your Signature:		Your Signature:	
Print Name:		Print Name:	
Drivers Licence #:	Exp:	Drivers Licence #:	Exp:
Date of Birth: / /		Date of Birth: / /	
Today's Date: / /		Today's Date: / /	

This form does not constitute a contract. Solar Rental Company will contact you to discuss this facility and finalise the documentation.

With this application, please supply:	<input type="checkbox"/> 2 payslips per applicant	<input type="checkbox"/> Centerlink Letter	<input type="checkbox"/> Other income verification
<input type="checkbox"/> Copy of Electricity Bill	<input type="checkbox"/> Copy of Council Rates	<input type="checkbox"/> Financials	<input type="checkbox"/> Drivers Licences or Picture

I hereby declare that I have sighted the above identification(s) and believe the information provided above to be true and correct.	Authorised Consultant Signature:
Date: / /	SRC Australian Credit Licence number: 426040

Office Use Only
Accepted / Declined
Comments:
Authorised Person Signature:

SM

FORM 6

Your Options

Name : <<INSERT Name of Consumer>>

Address: <<INSERT Address of Consumer>>

I, <<INSERT Name of Consumer>> confirm that I have read and considered the information contained in the Information Statement (Form 1), Credit Guide (Form 2) and New Hire Agreement (Form 3) which were attached to the letter addressed to me from Solar Rental dated <<INSERT Date of Second Letter>>.

I elect the following option in relation to the Hire Agreement I entered into with Solar Rental on <<INSERT Date of Hire Agreement>>:

(Please tick one of the boxes below)

☐ Option 1 - Terminate the Hire Agreement

I wish to terminate the Hire Agreement I entered into with Solar Rental on <<INSERT Date of Hire Agreement>>.

I OPTION 1: if a refund is payable.

I understand that by <<INSERT Date - 112 days from Commencement Date>>, Solar Rental will refund the amount of \$<<INSERT Refund amount>> directly into my bank account.

I understand that upon receipt of that refund by me, I will have no further claim on Solar Rental in relation to the solar system installed on my premises and that Solar Rental is the owner of that solar system.

I OPTION 2: if no refund is payable.

I understand that I will not receive a refund as the costs I have incurred are less than the financial benefit I have received.

I understand that upon receipt of this form by Solar Rental, I will have no further claim on Solar Rental in relation to the solar system installed on my premises and that Solar Rental is the owner of that solar system.

SM

I understand that Solar Rental may be in contact with me regarding the removal of the solar system from my premises.

I understand that Solar Rental may remove the solar system from my premises at no cost to me and, if it does remove the solar system, Solar Rental will repair any damage to my premises caused by the removal of the solar system.

I undertake to allow Solar Rental reasonable access to my premises to remove the solar system.

☐

Option 2 - Purchase the solar system outright

I wish to purchase the solar system installed on my premises by Solar Rental under the Hire Agreement I entered into on <<INSERT Date of Hire Agreement>> for the sum of \$<<INSERT Amount>> (the pay-out figure).

I understand that the pay-out figure is calculated as follows:

Retail price of the solar system as at <<INSERT Date of Hire Agreement>>
\$<<INSERT Retail Price>> (which includes a discount for the Renewable Energy Certificate received by Solar Rental)

Plus

Installation cost of the solar system \$<<INSERT Installation cost>>

Less

Amount paid by me to Solar Rental \$<<INSERT Amount of payments made to Solar Rental>>

Total: \$<<INSERT Amount>>

I undertake to pay the pay-out figure to Solar Rental by <<INSERT Date>>.

Note: payment can be made by <<INSERT Details as to how payment can be made>>

☐

Option 3 – Enter into a new Hire Agreement with Solar Rental

I wish to enter into a new Hire Agreement in the form which is set out in Form 3 which was attached to the letter addressed to me from Solar Rental dated <<INSERT Date of Second Letter>>.

I have enclosed with this Form 6, a completed Form 5 "Responsible Lending Questionnaire".

I understand that the information provided by me in Form 5 will be used by Solar Rental to make an assessment as to whether the Hire Agreement is suitable for me.



I understand that Solar Rental will contact me by <<INSERT Date - 112 days from Commencement Date>> to advise me of the outcome of this assessment.

Suitable Assessments

If the Hire Agreement is assessed as suitable for me, I understand that Solar Rental will send me a new Hire Agreement and a new direct debit form which I will be requested to sign and return to Solar Rental.

Unsuitable Assessments

If the Hire Agreement is assessed as unsuitable for me, I understand that the Hire Agreement I entered into with Solar Rental on <<INSERT Date of Hire Agreement>> will be terminated.

1 OPTION 1: if a refund is payable.

I understand that Solar Rental refund the amount of \$<<INSERT Refund amount>> directly into my bank account.

I understand that upon receipt of that refund by me, I will have no further claim on Solar Rental in relation to the solar system installed on my premises and that Solar Rental is the owner of that solar system.

1 OPTION 2: if no refund is payable.

I understand that I will not receive a refund as the costs I have incurred are less than the financial benefit I have received. I understand that I will have no further claim on Solar Rental in relation to the solar system installed on my premises and that Solar Rental is the owner of that solar system.

I understand that Solar Rental may be in contact with me regarding the removal of the solar system from my premises.

I understand that Solar Rental may remove the solar system from my premises at no cost to me and, if it does remove the solar system, Solar Rental will repair any damage to my premises caused by the removal of the solar system.

I undertake to allow Solar Rental reasonable access to my premises to remove the solar system.

ScM

Signed

<<INSERT Name of Consumer>>

Date

GM

ANNEXURE D

Third Letter (to be sent to Category 1 Consumers) (on SRC Letterhead)

<<INSERT Date>>
<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>
<<INSERT Address of Consumer>>
Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

TERMINATION OF SOLAR SYSTEM HIRE AGREEMENT

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have received your completed Form 6 ("Your Options") in which you have chosen to terminate your Hire Agreement dated <<INSERT Date of Hire Agreement>>.

1 OPTION 1: if a refund is payable.

I confirm that on <<INSERT Date>> Solar Rental paid the sum of \$<<INSERT Refund amount>> into your bank account \$<<INSERT Bank account details>>.

1 OPTION 2: if no refund is payable.

I confirm that in accordance with the calculations previously provided to you, the costs you have incurred are less than the financial benefit you have received during the period the solar system has been installed on your premises. Accordingly, no refund is payable to you.

The Hire Agreement you entered into with Solar Rental on <<INSERT Date of Hire Agreement>> has now been terminated.

Solar Rental is the owner of the solar system which was installed on your premises under the Hire Agreement. Solar Rental may be in contact with you to arrange for the removal of the solar system from your premises.

If you have any questions in relation to the matters set out in this letter, please contact <<INSERT Name>> on <<INSERT Contact details>>.

Yours faithfully

<<INSERT Name of Company>>
<<INSERT Name>>
<<INSERT Position at Company>>



ANNEXURE E

Fourth Letter (to be sent to Category 2 Consumers) (on SRC Letterhead)

<<INSERT Date>>

<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

<<INSERT Address of Consumer>>

Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

PURCHASE OF SOLAR SYSTEM

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have received your completed Form 6 ("Your Options") in which you have chosen to purchase the solar system installed on your premises under your Hire Agreement dated <<INSERT Date of Hire Agreement>>.

I confirm that the purchase price of the solar system is \$<<INSERT Amount>>.

Can you please pay the sum of \$<<INSERT Amount>> to Solar Rental by <<INSERT Date>>.

Payment options are <<INSERT Details as to how payment can be made>>.

Upon receipt by Solar Rental of the amount of \$<<INSERT Amount>> by <<INSERT Date>>, Solar Rental will transfer ownership of the solar system to you.

If you have any questions in relation to the matters set out in this letter, please contact <<INSERT Name>> on <<INSERT Contact details>>.

Yours faithfully

<<INSERT Name of Company>>

<<INSERT Name>>

<<INSERT Position at Company>>



ANNEXURE F

Fifth Letter (to be sent to Category 3A Consumers) (on SRC Letterhead)

<<INSERT Date>>

<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

<<INSERT Address of Consumer>>

Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

NEW HIRE AGREEMENT

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have received your completed Form 6 ("Your Options") in which you have chosen to enter into a new Hire Agreement with Solar Rental.

I confirm that we have also received your completed Form 5 ("Responsible Lending Questionnaire") and carried out an assessment as to whether the new Hire Agreement is suitable for you.

We are pleased to inform you that the assessment determined that the new Hire Agreement is suitable for you.

We have enclosed a new Hire Agreement and a new direct debit request form.

Can you please sign both of these documents and return them to our office in the enclosed self addressed envelope by <<INSERT Date - 126 days from Commencement Date>>.

If you have any questions in relation to the matters set out in this letter, please contact <<INSERT Name>> on <<INSERT Contact details>>.

Yours faithfully

<<INSERT Name of Company>>

<<INSERT Name>>

<<INSERT Position at Company>>



ANNEXURE G

Sixth Letter (to be sent to Category 3B Consumers) (on SRC Letterhead)

<<INSERT Date>>

<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

<<INSERT Address of Consumer>>

Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

SOLAR SYSTEM HIRE AGREEMENT

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have received your completed Form 6 ("Your Options") in which you have chosen to enter into a new Hire Agreement with Solar Rental.

I confirm that we have also received your completed Form 5 ("Responsible Lending Questionnaire") and carried out an assessment as to whether the new Hire Agreement is suitable for you.

The result of that assessment was that we have determined that the new Hire Agreement is unsuitable for you. In the circumstances, Solar Rental is required to terminate the Hire Agreement with you.

1 OPTION 1: if a refund is payable.
--

I confirm that on <<INSERT Date>> Solar Rental paid the sum of \$<<INSERT Refund amount>> into your bank account \$<<INSERT Bank account details>>.

1 OPTION 2: if no refund is payable.

I confirm that in accordance with the calculations previously provided to you, the costs you have incurred are less than the financial benefit you have received during the period the solar system has been installed on your premises. Accordingly, no refund is payable to you.

The Hire Agreement you entered into with Solar Rental on <<INSERT Date of Hire Agreement>> has now been terminated.

Solar Rental is the owner of the solar system which was installed on your premises under the Hire Agreement. Solar Rental may be in contact with you to arrange for the removal of the solar system from your premises.



If you have any questions in relation to the matters set out in this letter, please contact
<<INSERT Name>> on <<INSERT Contact details>>.

Yours faithfully

<<INSERT Name of Company>>
<<INSERT Name>>
<<INSERT Position at Company>>

A handwritten signature in blue ink, appearing to be 'E.M.' or similar, located at the bottom right of the page.

ANNEXURE H

Seventh Letter (to be sent to Category 4 and Category 5 Consumers) (on SRC Letterhead)

<<INSERT Date>>

<<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

<<INSERT Address of Consumer>>

Dear <<Mr./Mrs./Ms.>> <<INSERT Name of Consumer>>

SOLAR SYSTEM HIRE AGREEMENT

OPTION 1: for Category 4 Consumers who have not returned Form 6

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have not received a completed Form 6 ("Your Options") from you.

OPTION 2: for Category 4 Consumers who have not returned Form 5

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have received your completed Form 6 ("Your Options") in which you have chosen to enter into a new Hire Agreement with Solar Rental. However, we have not received your completed Form 5 ("Responsible Lending Questionnaire"). As such, we are unable to carry out an assessment to determine whether the new Hire Agreement is suitable for you.

OPTION 3: for Category 4 Consumers who have not returned a complete Form 5

I refer to our letter dated <<INSERT Date of Second Letter>> and confirm we have received your completed Form 6 ("Your Options") in which you have chosen to enter into a new Hire Agreement with Solar Rental. However, we have not received sufficient information from you in the Form 5 ("Responsible Lending Questionnaire"). As such, we are unable to carry out an assessment to determine whether the new Hire Agreement is suitable for you.

In the circumstances, Solar Rental is required to terminate the Hire Agreement with you.

OPTION 1: if a refund is payable.

I confirm that on <<INSERT Date>> Solar Rental paid the sum of \$<<INSERT Refund amount>> into your bank account \$<<INSERT Bank account details>>.



■ OPTION 2: if no refund is payable.

I confirm that in accordance with the calculations previously provided to you, the costs you have incurred are less than the financial benefit you have received during the period the solar system has been installed on your premises. Accordingly, no refund is payable to you.

The Hire Agreement you entered into with Solar Rental on <<INSERT Date of Hire Agreement>> has now been terminated.

Solar Rental is the owner of the solar system which was installed on your premises under the Hire Agreement. Solar Rental may be in contact with you to arrange for the removal of the solar system from your premises.

If you have any questions in relation to the matters set out in this letter, please contact <<INSERT Name>> on <<INSERT Contact details>>.

Yours faithfully

<<INSERT Name of Company>>
<<INSERT Name>>
<<INSERT Position at Company>>



Solar Rental – EU – Timetable

Date	Event
Commencement Date (CD)	EU signed by ASIC
Within 14 days of CD	SRC to: <ul style="list-style-type: none"> • Identify Consumers • Remove all caveats • Cancel all payment arrangements
Within 28 days of CD	SRC to send First Letter to Consumers
Within 56 days of CD	SRC to complete all Performance and Return Calculation Sheets
Within 70 days of CD	SRC to send Second Letter to Consumers
Within 84 days of CD	Consumers to respond to Second Letter
Within 112 days of CD	SRC to: <ul style="list-style-type: none"> • Refund and send Third Letter to Category 1 Consumers (termination) • Send Fourth Letter to Category 2 Consumers (purchase outright) • Complete unsuitability assessments for Category 3 Consumers (entering into new Hire Agreements) • Send Fifth Letter to Category 3A Consumers (outcome of assessment – suitable) • Refund to Category 3B Consumers (outcome of assessment – unsuitable) • Send Sixth Letter to Category 3B Consumers (outcome of assessment – unsuitable)
Within 126 days of CD	Category 3A Consumers to enter into New Hire Agreements
Within 133 days of Commencement Date	SRC to: <ul style="list-style-type: none"> • Send Seventh Letter to Category 4 Consumers (no option chosen or insufficient information) • Send Seventh Letter to Category 5 Consumers (no New Hire Agreement returned) • Refund to Category 4 and 5 Consumers
Within 147 days of Commencement Date	SRC to report to ASIC