



Australian Government



Services
Australia

Centrepay Contracts: Terms of Use

CONSULTATION DRAFT

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PART A YOUR CENTREPAY CONTRACT

1 Background

You have been approved to receive payments through Centrepay in respect of people who get instalments of Centrelink payments.

Schedule 1 sets out the kinds of payments that you can get through Centrepay. Your Centrepay approval letter sets out exactly which of these kinds of payments are covered by your approval.

You're approved to receive payments only so long as you're party to a contract with us governing your use of Centrepay (**your Centrepay contract**).

2 The parties to your Centrepay contract

In your Centrepay contract:

we, us and our means the Commonwealth of Australia, represented by Services Australia (ABN 90 794 605 008), an Executive Agency of the Commonwealth.

you means the party (other than us) identified in your Centrepay approval letter as a party to a Centrepay contract. However, if you are a partnership, **you** means each partner separately, and all the partners jointly.

Note: For further definitions see clause 38.

3 What your Centrepay contract consists of

- (a) Your Centrepay contract consists of the following:
- (i) the provisions in this document (excluding Schedule 2, Schedule 1 and Schedule 4)
 - (ii) Schedule 2, which lists the kinds of payments that are not covered by your Centrepay contract (**excluded payments**)
 - (iii) Schedule 1, which lists the kinds of payments that are covered by Centrepay contracts
 - (iv) Schedule 4, which relates to transition in the context of the 2025 reform changes
 - (v) your Centrepay approval letter, so far as it lists the kinds of payments that are covered by your Centrepay contract (**approved payments**) and sets out any additional conditions or provisions for those kinds of payments
- as any of these may be varied from time to time.
- (b) If there is an inconsistency between provisions of your Centrepay contract, apply them in the order that they are listed in clause 3(a).
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4 When your Centrepay contract starts and ends

4.1 When your Centrepay contract starts

You made an offer to us to be approved to receive payments through Centrepay. Your Centrepay contract starts on the earliest of the following:

- (a) the day we notify you that we accept your offer
 - (b) if we send you a counter-offer (which may include additional terms and conditions) — the earlier of:
-

- (i) the day you notify us, in writing or orally, that you accept the counter-offer
- (ii) the day you first lodge a deduction authority, or a variation, cancellation or suspension of a deduction authority, on Centrelink electronic systems.

This clause 4.1 does not limit the cases in which your Centrepay contract can be taken to have started.

4.2 Ending your Centrepay contract

Your Centrepay contract ends when we terminate it, or you terminate it.

Note: For termination see clause 26.

5 Payments to you

- (a) Your customers can use Centrepay to pay you amounts that are owed to you, or are likely to be owed to you in the future.

Note: They do this by giving us authority to deduct amounts from their Centrelink payments: **deduction authorities**.

- (b) The kinds of payments you can receive are set out in your Centrepay approval letter.

Note: Your Centrepay approval letter may also include additional conditions for some of these kinds of payments.

- (c) Despite this, you must not use Centrepay for excluded payments.

6 Meaning of specific conditions in Schedule 1

Note: See column 4 of Schedule 1

6.1 End dates

If a deduction authority has an end date, we will not make deductions from the customer's Centrelink payments, or pay them to you, under that authority after that date.

Note: This does not prevent the deduction authority being cancelled before the end date.

6.2 Target amounts

If a deduction authority has a target amount, we will not make deductions from the customer's Centrelink payments, or pay them to you, under that deduction authority after the amount deducted from the customer's Centrelink payments has reached the target amount.

6.3 Target amount caps

If Schedule 1 imposes a target amount cap on a target amount, the target amount must not be more than the cap. If it is more, it is taken to be the amount of the cap.

6.4 Lay-by condition

You are not entitled to Centrepay payments in respect of a lay-by arrangement unless specifically allowed by Schedule 1.

If Schedule 1 imposes the lay-by condition in respect of a payment in relation to a lay-by arrangement, you must give the customer, when the arrangement is made:

- (a) a document setting out the terms and conditions of the lay-by arrangement and
- (b) a detailed lay-by docket, setting out:
 - (i) the initial amount paid
 - (ii) the duration of the lay-by period
 - (iii) the frequency and minimum amount of payments required and

- (iv) your cancellation policy for lay-by arrangements (including in relation to refunds).

7 Transitional arrangements — 2025 reform changes

Schedule 4 applies.

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PART B DEDUCTION AUTHORITIES

8 Starting deduction authorities

8.1 Customers can lodge deduction authorities themselves

A customer can ask us directly to make deductions from instalments of the customer's Centrelink payments, and to pay them to you (a **deduction authority**).

8.2 Customers can ask you to lodge deduction authority forms that they fill out

- (a) A customer can fill out a deduction authority form, give it to you and ask you to lodge it with us. The customer or the customer's representative must sign the form.

Note: The form to be used will generally be the one in Schedule 3.

- (b) If you agree to do this, you must lodge it as soon as practicable but within 3 business days.

However, this does not apply if we have told you that you may not lodge deduction authority forms.

- (c) You lodge a deduction authority form by entering information about it in the Centrelink electronic systems.
- (d) If you won't or can't lodge the deduction authority form, you must tell the customer this, and how the customer can lodge it.

8.3 Oral deduction authorities

- (a) A customer can, instead of filling out a deduction authority form, ask you to record an oral deduction authority for the customer and to lodge it with us.

- (b) If you agree to do this, you must, as soon as practicable but within 3 business days, make an audio or audio-visual record of:

- (i) your personnel completing a deduction authority form at the direction of the customer
- (ii) your personnel, in the presence of the customer, reading out loud to the customer the content of the completed deduction authority form and the deduction authority information that is part of the form
- (iii) the customer giving oral consent to the completed deduction authority form and
- (iv) your personnel noting the oral consent on the completed deduction authority form.

- (c) You must lodge the deduction authority form as soon as practicable after the audio or audio-visual record is made but within 3 business days.

However, this does not apply if we have told you that you may not lodge deduction authority forms.

- (d) You lodge a deduction authority form by entering information about it in the Centrelink electronic systems.

8.4 What you have to tell the customer

- (a) Before you do a thing contemplated by clause 8.2 or, if you are recording an oral deduction authority (clause 8.3), in the course of doing so, you must tell the customer, in clear language:

- (i) that the deduction authority form includes important information about Centrepay, which the customer should read

- (ii) that Centrepay is not the only option available for payment, and what the other options are
 - (iii) that the customer can change, suspend or cancel the deduction authority at any time, and how to do that
 - (iv) whether the deduction authority must include an end date or a target amount, in accordance with Schedule 1 (column 4)
 - (v) if Schedule 1 (column 4) requires the deduction authority to include an end date — what the latest end date can be
 - (vi) if Schedule 1 (column 4) requires the deduction authority to include a target amount — whether it requires a target amount cap and, if so, what it is
 - (vii) that the customer has a right to have positive balances in the customer's account paid to the customer on demand and
 - (viii) that the customer can find more information about Centrepay at servicesaustralia.gov.au/centrepay.
- (b) If you record an oral deduction authority for a customer (clause 8.3), the audio or audio-visual record must show how you complied with clause 8.4(a).
 - (c) By lodging a deduction authority form, you are telling us that you have complied with this clause 8.4.

9 Changing, suspending and cancelling deduction authorities

9.1 Customers can change, suspend or cancel deduction authorities themselves

A customer can, by notifying us directly:

- (a) change a deduction authority of the customer by:
 - (i) changing the deduction amount
 - (ii) including or changing an end date or
 - (iii) including or changing a target amount (subject to any applicable target amount cap)
- (b) suspend a deduction authority of the customer for a stated period up to 13 weeks or
- (c) cancel a deduction authority of the customer.

Note: If a deduction authority is cancelled, there will need to be a new deduction authority if the customer wants to resume deductions covered by it.

9.2 Customers can ask you to change, suspend or cancel deduction authorities

- (a) A customer can ask you to change, suspend or cancel a deduction authority as set out in clause 9.1 for the customer.

Subject to clause 9.3, the request must be in writing, and the customer or the customer's representative must sign the request.

In the case of a change to a deduction authority — if your Centrepay contract requires the deduction authority to include a particular provision or condition that it does not then contain — the change must incorporate the required provision or condition.

Example: A mandatory target amount or an end date.

- (b) If you agree to the customer's request, you must lodge the change, suspension or cancellation within 24 hours. However, this does not apply if we have told you that you may not lodge changes, suspensions or cancellations.

- (c) If you won't or can't agree to the customer's request, you must tell the customer this, and how the customer can change, suspend or cancel a deduction authority.
- (d) You lodge a change, suspension or cancellation of a deduction authority by entering information about it in the Centrelink electronic systems.

9.3 Oral changes, suspensions and cancellations of deduction authorities

- (a) A customer can, instead of making a request under clause 9.2, ask you to record an oral change, suspension or cancellation for the customer and to lodge it with us.

In the case of a change to a deduction authority — if your Centrepay contract requires the deduction authority to include a particular provision or condition that it does not then contain — the change must incorporate the required provision or condition.

Example: A mandatory target amount or an end date.
- (b) If you agree to the customer's request, you must, as soon as practicable but within 3 business days, make an audio or audio-visual record of:
 - (i) your personnel recording the request in writing at the direction of the customer and
 - (ii) the customer giving oral consent to the request.
- (c) You must lodge the change, suspension or cancellation within 24 hours after the audio or audio-visual record is made. However, this does not apply if we have told you that you may not lodge changes, suspensions or cancellations.
- (d) In addition to making the audio or audio-visual record, your personnel must note the oral consent on the written request.

9.4 What you have to tell the customer

- (a) Before you do a thing contemplated by clause 9.2 or 9.3, you must tell the customer, in clear language:
 - (i) in the case of a change to a deduction authority where your Centrepay contract requires the deduction authority to include a particular provision or condition — that the change must include the particular provisions or condition
 - (ii) except in the case of a cancellation of a deduction authority — that the customer can change, suspend or cancel the deduction authority at any time, and how to do that and
 - (iii) that the customer can find more information about Centrepay at servicesaustralia.gov.au/centrepay.
- (b) If you record an oral change, suspension or cancellation for the customer (clause 9.3), the audio or audio-visual record must include your personnel telling the customer, in clear language, the information mentioned in clause 9.4(a).
- (c) By lodging a change, suspension or cancellation of a deduction authority for a customer, you are telling us that you have complied with this clause 9.4.

9.5 You can lodge changes, suspensions or cancellations of deduction authorities

- (a) You can, whether or not the customer asks you to, by entering information about it in the Centrelink electronic systems:
 - (i) reduce the deduction amount in a deduction authority of a customer
 - (ii) suspend a deduction authority of a customer for a stated period or
 - (iii) cancel a deduction authority of a customer.

You must keep a written record of what you do, signed by one of your authorised officers or contact officers.

- (b) You must tell the customer, before you do any of these things:
 - (i) in the case of a reduction of a deduction amount or suspension of a deduction authority:
 - (A) that you are going to do it, and when
 - (B) that the customer can further change, suspend or cancel the deduction authority at any time, and how to do that
 - (ii) in the case of a cancellation of a deduction authority:
 - (A) that you are going to do it, and when
 - (B) that there will need to be a new deduction authority if the customer wants to resume deductions covered by the cancelled authority
 - (iii) in any case — that the customer can find more information about Centrepay at servicesaustralia.gov.au/centrepay.

However, if it's not reasonably practicable to tell the customer before you do it, you must tell the customer as soon as practicable after you do it.
- (c) By entering information about a change, suspension or cancellation of a deduction authority in the Centrelink electronic systems, you are telling us that you have complied with clause 9.5(b) in relation to the matter.

9.6 You must cancel customers' deduction authorities in some cases

- (a) You must, whether or not the customer asks you to, by entering information about it in the Centrelink electronic systems, cancel a customer's deduction authority if:
 - (i) you are not supplying goods or services to which the deduction authority relates to the customer or at the customer's direction, and are not reasonably likely to do so or
 - (ii) the customer has paid off the amounts owing to which the payments under the deduction authority relate.
- (b) Clause 9.6(a) does not require you to cancel a deduction authority that covers payments in arrears in respect of accommodation or utilities.

Note: See Schedule 1 Centrepay categories 1 and 8.
- (c) When you cancel a customer's deduction authority under clause 9.6(a), you must tell the customer that:
 - (i) you have done so and
 - (ii) the customer can find more information about Centrepay at servicesaustralia.gov.au/centrepay.

You must do this before you cancel the authority or, if that is not practicable, no later than 10 business days after you have cancelled the authority.
- (d) By cancelling the authority, you are telling us that you have complied with clause 9.6(c) in relation to the matter.

9.7 Customers' deduction authorities automatically cancelled in some cases

A deduction authority ceases to have effect, and we will cancel it:

- (a) if the authority has a target amount — if the amount deducted from the customer's Centrelink payments has reached the target amount
- (b) if the authority has an end date — the end date is reached or
- (c) if the customer has stopped receiving Centrelink payments, or Centrelink payments in sufficient amounts, from which deductions can be made.

10 Effect of changes, suspensions and cancellations of deduction authorities

10.1 Effect of changes of deduction authorities

A change to a deduction authority has effect when details of the change are entered into the Centrelink electronic systems.

10.2 Effect of suspensions of deduction authorities

A suspension of a deduction authority has effect from the time when details of the suspension are entered into the Centrelink electronic systems to the end of the suspension period.

10.3 Effect of cancellations of deduction authorities

A cancellation of a deduction authority has effect when details of the cancellation are entered into the Centrelink electronic systems.

10.4 Suspensions do not prevent cancellations

A deduction authority can be cancelled even if it is suspended.

11 Other provisions about deduction authorities

Note: See also the record-keeping obligations in clause 20.

11.1 Content of deduction authorities

(a) The deduction amount for a deduction authority must be at least \$10, or a higher amount that we publish at servicesaustralia.gov.au/centrepaybusiness.

(b) A deduction authority may provide for the deduction amount to vary automatically as set out in the deduction authority form.

If the variation is an increase, then, unless we agree otherwise, the increase must not be more than the amount worked out as:

deduction amount in the form as lodged x (most recent CPI ÷ base date CPI)

where:

CPI means the Consumer Price Index, All Groups, Weighted Average of Eight Capital Cities published by the ABS in Catalogue number 6401.0, Table 7, Series ID A2325846C or, if that Index is no longer published by the ABS, the index published by the ABS that most closely corresponds to that Index

base date CPI means the CPI most recently published before the deduction authority form was lodged

most recent CPI means the CPI most recently published before the payment concerned is to be made.

This clause 11.1(b) applies to a deduction authority form only if we approve, and the customer expressly consents, before the form is lodged.

(c) A deduction authority can include a target amount or an end date, even if it is not required.

11.2 Operation of deduction authorities

(a) The law says that we can decide to make the deductions requested in a deduction authority, or deductions up to the amount requested.

Notes: It may not be possible, or it may not be appropriate, to deduct the whole of the amount that a deduction authority asks for.

Whether we agree to a deduction authority is a matter between us and the customer only.

- (b) If we deduct amounts from instalments of Centrelink payments following a deduction authority, the law says that we must pay those amounts to you.

11.3 Clauses 11.1 and 11.2 apply even if deduction authorities changed

Clauses 11.1 and 11.2 apply to a deduction authority even if it is changed.

11.4 You must keep deduction authority forms you lodge with us

If you lodge a customer's deduction authority form (clause 8.2 and 8.3), or notice about changing, suspending or cancelling a deduction authority (clause 9.2 and 9.3), you must keep the original of the form or notice for at least 2 years after the last date on which a payment was made to you under the authority.

This also applies to audio and audio-visual records under clauses 8.3 and 9.3.

11.5 Extent of your responsibility

You must take reasonable steps to ensure that the information in a deduction authority form, or in a notice about changing, suspending or cancelling a deduction authority, that you lodge with us is accurate and complete.

11.6 Deduction authorities etc to be freely given

You must not threaten or coerce a customer, or offer or give anything by way of inducement to a customer, to encourage the customer to fill out or consent to a deduction authority form or a change, suspension or cancellation of a deduction authority, whether lodged by you or by the customer.

11.7 Identity checking

You must not lodge a deduction authority form, or a change, suspension or cancellation of a deduction authority, unless you are satisfied, on the basis of reasonable inquiries and checking, that the person identified as the customer is the customer.

This also applies to the customer's representative (if named).

Note: Reasonable inquiries and checking may include:

- checking government identification documents (such as a driver's licence)
- verifying signatures.

You must keep a record of the inquiry and checking processes for at least 2 years after the form or notice is lodged.

PART C PAYMENTS TO YOU

12 Dealing with payments

12.1 Payments to be allocated to customers' accounts

As soon as practicable after you receive a Centrepay payment, you must:

- (a) identify the customer and the deduction authority to which it relates
- (b) identify the Centrepay category (Schedule 1 column 1) and the service reason (Schedule 1 column 2) to which it relates
- (c) allocate the payment as between the accounts of the customers to which the payment relates and
- (d) reconcile the payment against information and reports that we provide.

Where a payment relates to 2 or more service reasons or Centrepay category, you must identify each of them and correctly allocate the payments between them.

12.2 Unallocated payments

If a payment or part of a payment cannot be correctly allocated and reconciled as required by clauses 12.1(c) and 12.1(d), you must treat it as an incorrect payment.

13 Dealing with incorrect payments

13.1 You must have a process to manage incorrect payments

You must have and implement a written process to identify, prevent, manage and rectify incorrect payments.

The process must be designed to ensure that:

- (a) you monitor customers' accounts to ensure that positive account balances in those accounts are not the result of incorrect payments and
- (b) if they are — you take appropriate action, including as described in this clause.

The process must include requirements to make and keep written records of all incorrect payments you receive.

13.2 Notice of incorrect payments

If you become aware of an incorrect payment:

- (a) you must notify the customer concerned as soon as practicable, unless you don't know (and can't find out after reasonable inquiry) who the customer is or how to make contact and
- (b) you must notify us.

Your notice to us must state whether, in respect of the payment:

- (c) the amount involved may reasonably be regarded as significant
 - (d) it is reasonable to consider that the payment is part of a repeated pattern of incorrect payments
 - (e) the matter is or may reasonably be considered to be adverse to the reputation of Centrepay, or our or your reputation and
 - (f) you are obliged to, or propose to, make any refund or other payment to the customer or anyone else.
-

Note: Reporting is required under clauses 13.2(c) and (d) as these cases represent increased financial risk for customers.

13.3 You must follow our directions

If we give you a written direction on how to deal with an incorrect payment, or particular kinds of incorrect payments, you must:

- (a) comply with the direction and
- (b) report to us that you have done so.

Without limiting what a direction may cover, a direction may require you to pay the customer some or all of the incorrect amount, or pay us some or all of the incorrect amount.

However, to avoid doubt, the following do not count as paying a customer:

- (c) instead of paying the customer, providing replacement goods or services, or other goods or services
- (d) crediting the customer with some or all of the incorrect payment.

13.4 Additional actions

- (a) In addition to the other requirements of this clause, and subject to any applicable restrictions in clause 9, you must change, suspend or cancel a relevant deduction authority if that is an appropriate way to deal with an incorrect payment.

Note: For example, you could change or suspend a deduction authority so that any positive balance in the customer's account is progressively applied against further transactions, and so reduced.

- (b) You must take reasonable steps to notify the relevant customer of actions you take under this clause 13.4.

PART D FEES

14 Fees

14.1 Fees you must pay

You must pay us fees for your use of Centrepay, in accordance with this clause 14.

The amount of the fees is:

- (a) \$0.90 in respect of each Centrepay payment to you in respect of a customer (**relevant payment**) or
- (b) if we agree another basis for working out the fees — worked out on the other basis.

Note: Fees are generally recovered by set-off against each payment made (clause 14.2). However, by arrangement with you or otherwise, we can instead invoice you from time to time for accumulated fees (clause 14.3).

14.2 Fees may be set-off against Centrepay payments

- (a) Subject to clause 14.3(b), fees in respect of a relevant payment to you become due and payable at the same time as we make the relevant payment to you.
- (b) You agree that we are entitled to set-off any amount owing to us as fees in respect of a relevant payment to you against the amount of the relevant payment.
- (c) We may do anything necessary or desirable to give effect to this set-off.
- (d) This clause 14.2 applies despite any other provision of your Centrepay contract.

14.3 Fees may be invoiced

- (a) We will give you a tax invoice that identifies the relevant payment concerned and how the fees are worked out.
- (b) If fees in respect of a relevant payment to you are not recovered by us by set-off (clause 14.2), the fees become due and payable at the end of 20 business days after the date of the invoice, and may be recovered by us as a debt.

14.4 We can waive fees

We may at any time waive any liability you have for fees under this clause 14.

14.5 You must not pass on fees

You must not pass any fees under this clause onto a customer by any means, direct or indirect.

Note: This includes increasing the price charged for the goods or services, seeking to recover the amount of the fees from the customer and applying additional charges or surcharges.

14.6 You must ignore fees when dealing with the customer

If you are paid a relevant payment in respect of a customer, then, as between you and the customer, you must treat the amount of the payment as if it were:

amount received by you + amount of fees in respect of the amount

and the terms on which you supply the goods or services in respect of which the relevant amount is paid must provide to this effect.

14.7 You must not charge customers for offering Centrepay

You must not charge customers any amount referable to your overheads or other costs of administering Centrepay arrangements.

14.8 Goods and services tax

- (a) **[GST exclusive]** Any consideration to be provided under your Centrepay contract is exclusive of GST.
- (b) **[Payment of GST]** If GST is payable, or notionally payable, on a supply made by us to you in connection with your Centrepay contract, you agree to pay to us an additional amount equal to the amount of GST payable or notionally payable on that supply (**GST amount**). The GST amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided, and it may be recovered by us by way of set-off in accordance with clause 14.2 or as a debt.

14.9 Interpretation

In this clause 14:

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999*

words and phrases that have a defined meaning in the GST Act have the same meaning.

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PART E GENERAL OBLIGATIONS

15 Your general obligations under your Centrepay contract

15.1 Your general obligations

Your obligations under your Centrepay contract are as follows.

- (a) **[make Centrepay available]** You must allow customers with deduction authorities and who want to use Centrepay to make payments (or partial payments) to you that are covered by your Centrepay contract.
- (b) **[accept other payment methods]** However, you must not:
 - (i) **require** any customer to use Centrepay to make payments to you or
 - (ii) promote Centrepay in priority to other methods of payment.

You must accept payment by at least 1 other payment method.

Note: An example of other payment methods include payment by a debit card from a financial institution.

- (c) **[comply with applicable laws]** In offering and providing approved goods and services, and otherwise dealing with a customer in respect of whom you receive Centrepay payments, you must comply with all applicable laws, and ensure that your personnel also comply with all applicable laws. These include:
 - (i) consumer protection laws
 - (ii) laws about financial services, including credit
 - (iii) laws requiring you, or your employees, to have particular qualifications or authorisations
 - (iv) work health and safety laws
 - (v) tax laws and
 - (vi) privacy laws.
- (d) **[maintain your eligibility for Centrepay]** You must at all times satisfy the Centrepay eligibility requirements.
- (e) **[help customers with Centrepay]** You must give customers who need or who ask reasonable help in using Centrepay.
- (f) **[only use Centrepay for your approved goods and services]** You must not use or offer Centrepay for particular payments unless you are approved to use Centrepay for them.
- (g) **[maintain your equipment]** You must maintain your equipment (including IT systems) used for Centrepay so that at all times it is fit for the purpose of being used for Centrepay.
- (h) **[not interfere with the Centrelink electronic systems]** You must not interfere with the Centrelink electronic systems so that it becomes damaged. Without limiting this, you must not introduce harmful code into the Centrelink electronic systems.

harmful code means a computer program or other code:

 - (i) that is harmful, destructive or disabling
 - (ii) the intent or effect of which is malicious or
 - (iii) otherwise enables or helps unauthorised access to, or theft, alteration, or unauthorised disclosure of, or destruction or corruption of, data, or a denial of service.

15.2 Privacy-related obligations

- (a) Your Centrepay contract does not authorise you to, and you must not, do anything that, if we did it, would breach an Australian Privacy Principle.
- (b) You must ensure that any contract you enter into with someone else directly or indirectly in connection with your Centrepay contract (**subcontract**) contains provisions corresponding to clause 15.2(a).

Note: The *Privacy Act 1988* also requires you to tell anyone who asks you what is in provisions of your Centrepay contract, or provisions of a subcontract, that are inconsistent with:

- (a) a registered APP code binding a party to the contract or subcontract or
- (b) an Australian Privacy Principle.

Note: The Australian Privacy Principles can be accessed at oaic.gov.au. Registered AAP Codes binding on us can be accessed at oaic.gov.au/.

15.3 You are responsible for your personnel etc

You are responsible at all times for what your personnel and related bodies corporate and contractors do in relation to Centrepay and your Centrepay contract. This means that whatever any of them does (or does not do) is taken to have been done (or not done) by you.

15.4 These obligations do not limit your other obligations

Each of the obligations in clause 15.1 and 15.2 is separate, and is not read down because of any of the other obligations in that clause, or elsewhere in your Centrepay contract.

16 You must notify us of certain events

You must notify us as soon as practicable, and in any event within 5 business days, after you become aware that any of the following has happened:

- (a) anything that adversely affects, or may adversely affect, your ability to comply with your Centrepay contract
- (b) without limiting clause 16(a):
 - (i) you stop providing a good or service covered by your Centrepay contract
 - (ii) anything that adversely affects, or may adversely affect, your ability to meet the Centrepay eligibility requirements on a continuous basis
 - (iii) a change to your name, or corporate government identifiers (such as your ACN or ABN)
 - (iv) a change or proposed change in the identity of the persons that control you
 - (v) a change to the identity of any of your personnel
 - (vi) a cancellation, revocation or suspension (however described) of an authorisation you need, or a notice from a Commonwealth, State or Territory agency of its intention to do any of those things
 - (vii) the expiry of an authorisation you need without it being extended or renewed
 - (viii) an application you make for an authorisation is refused
 - (ix) an eligible data breach that you must be report under the *Privacy Act 1988* or a corresponding law of a State or Territory
 - (x) you are being investigated, or enforcement action is being taken against you, by a Commonwealth, State or Territory government agency for a breach of an applicable law

- (xi) anything mentioned in clause 27.2 (insolvency)
- (c) any breach (by you or your personnel) of any of the following:
 - (i) clauses 8.4, 9.4, 9.5 or 11.6 (about deduction authorities, and changes to or suspensions or cancellations of deduction authorities)
 - (ii) clause 12.2 (about allocating payments)
 - (iii) clause 13 (about incorrect payments)
 - (iv) clauses 15.1(b), (f), (g) or (h) (which set out your key obligations)
 - (v) clause 17 (about giving us, and customers, information)
 - (vi) clause 18.1 (about customer complaints)
 - (vii) clause 20 (about record-keeping)
 - (viii) clauses 21.2 and 21.5(b) or (c) (about compliance audits)
 - (ix) clause 29.2 (about survival of obligations on termination of your Centrepay contract)
 - (x) clause 30.1 (about confidentiality)
 - (xi) clause 32(b) (about access to the Centrelink electronic systems)
 - (xii) clause 33 (about our trade marks, symbols and promotional materials)
 - (xiii) clause 36.6 (about changes of control of your business).

17 Giving information to customers and to us

17.1 Transaction records for transactions

For each transaction covered by a customer's deduction authority, you must give the customer a written record of the transaction showing at least the information listed in clause 20.2(d).

17.2 Account statements

You must, within 20 business days after a request, give a customer a copy of the customer's then current running account referred to in clause 20.2(e).

17.3 Giving information to us

If we ask in writing that you give us a copy of a record referred to in clause 17.1 or 17.2, you must comply with the request:

- (a) within the period stated in the request (which must be a reasonable period) or
- (b) if no period is stated in the request — 6 months.

17.4 General power to require information

If we ask you to give us information relevant to your Centrepay contract or its administration, you must comply with the request as soon as practicable but in any event within 5 business days (or such longer period we may agree).

PART F COMPLAINTS

18 Complaints

18.1 Dealing with complaints from customers

- (a) You must have a clear, simple and easy to use written process (**complaints process**):
 - (i) for customers to complain to you about your use of Centrepay
 - (ii) for fairly dealing with and resolving those complaints.

To avoid doubt, a complaint may be about an act or practice of yours that is not unlawful.
- (b) Your complaints processes may include membership and use of an industry complaints or disputes resolution scheme.
- (c) Your complaints process must provide for:
 - (i) customers to be given written responses to their complaints as soon as practicable after the complaints are made. If a written response is not practicable, an oral response must be given, and you must keep a written record of the response and
 - (ii) a complaint to be resolved, where practicable, within 20 business days after it is made.
- (d) Your complaints process must meet the minimum requirements in the Centrepay Policy for Business for complaints and dispute resolution processes.

Note: These requirements also apply to any industry complaints or disputes resolution scheme that is or is part of your complaints process.
- (e) If a customer complains to you about your use of Centrepay, you must apply your complaints process to attempt to resolve the complaint.
- (f) We can at any time give you a reasonable direction:
 - (i) to give us details of customer complaints and how you investigated, dealt with and resolved them
 - (ii) to change your complaints process so that it better facilitates making and resolving complaints.

You must comply with the direction.
- (g) You must comply with any request from us or your customers to provide a copy of your current complaints process, and must do so within 5 business days.
- (h) You must tell us of any serious or repeated customer complaints about your use of Centrepay within 5 business days after the date of the complaint.
 - (i) If you become aware that a customer is not satisfied with the outcome of a complaint that the customer has made, you must tell us within 5 business days.
 - (j) You must keep records of all complaints, and how they are dealt with and resolved, and must keep them for at least 7 years after the date of the complaint.

18.2 Privacy complaints

- (a) This clause 18.2 applies in addition to clause 18.1. It covers:
 - (i) complaints about breaches by you of a customer's privacy in connection with Centrepay

- (ii) requests by a customer for access to, or to correct, the customer's personal information that you hold under the *Privacy Act 1988* or applicable corresponding State or Territory laws.
- (b) You must comply with the *Privacy Act 1988* or applicable corresponding State or Territory laws when dealing with these complaints and requests.
- (c) You must tell us of any serious or repeated customer complaints about your giving or not giving access to, or correcting or not correcting, personal information about your customers that you hold within 5 business days after the date of the complaint.
- (d) Without limiting our other powers, if we become aware that you have or may have breached this clause 18.2:
 - (i) we may refer the matter to the Australian Information Commissioner or
 - (ii) we may give you a reasonable written direction that we consider will remediate the effects of the breach or reduce the risk of further breaches.
 You must comply with the direction.

18.3 Compliance audit rules apply

You agree that our powers to conduct compliance audits extend to audits of your compliance with clauses 18.1 and 18.2.

Note: Failure to comply with clause 18.1 or 18.2 is a breach of your Centrepay contract, potentially leading to suspension, cancellation or termination.

18.4 You can complain about decisions and actions we take in relation to your Centrepay contract

If you are not satisfied with a decision or action we take in relation to your Centrepay contract, you can make a complaint to us about the matter.

- (a) **[information in a complaint]** The complaint must set out sufficient details of the decision or action to enable us to investigate it. If we ask you for further information about the decision or action, or your complaint, we do not have to deal with the complaint until you give us the further information.
- (b) **[investigation]** We will investigate any complaint you make. We will take reasonable steps to finish the investigation within 20 business days after you make the complaint, or you give us further information we ask for (whichever is later).
- (c) **[proposed resolution]** We will notify you of the outcome of our investigation, and how we propose the complaint should be resolved (**resolution notice**). You can:
 - (i) notify us that you agree with the resolution notice — in which case you and we must give effect to it or
 - (ii) notify us that you do not agree with the resolution notice — in which case it's open to you to take the matter further.

However, if you do not give us either of those notices within 10 business days after we send you the resolution notice, you are taken to have agreed to the proposed resolution, and both you and we must give effect to it.

- (d) **[complaint process a pre-condition to other reviews]** You agree not to take any other proceedings about the decision or action:
 - (i) while we are investigating the complaint (but if we take longer than 30 business days to notify you of the outcome of our investigation, this clause 18.4(d) no longer applies) or
 - (ii) unless you have notified us under clause 18.4(c) that you do not agree with the resolution notice.

- (e) **[continued compliance with your Centrepay contract]** Both you and we must continue to comply with your Centrepay contract while complaint processes under this clause 18.4 are under way.

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PART G COMPLIANCE

19 Commonwealth policies

19.1 Giving false or misleading information to us

- (a) You acknowledge that giving false or misleading information to us can be a serious offence.
- (b) You must ensure that your personnel all are aware of this.

19.2 Fraud

You must take all reasonable steps to prevent and detect fraud in relation to your Centrepay contract, including fraud by your personnel or customers.

19.3 Public interest disclosure

You must ensure that your personnel are aware that, if they suspect wrongdoing within the Commonwealth public sector, they may raise their concerns under the *Public Interest Disclosure Act 2013*.

Note: Information for disclosers is available at ombudsman.gov.au.

19.4 Anti-corruption

You must comply, and must ensure that your personnel comply, with any request or direction from us in relation to our carrying out our anti-corruption functions, including under the *National Anti-Corruption Commission Act 2022*.

20 What records you must keep

20.1 Basic requirement

You must keep records that show whether each payment to you through Centrepay is an approved payment, supported by a deduction authority that you lodged or that the customer concerned lodged.

The other provisions of this clause do not limit this.

20.2 Customer accounts

You must set up and maintain a separate account for each customer in respect of whom you receive Centrepay payments (**customer account**). Each customer account must show at least each of the following:

- (a) the customer's name and CRN
- (b) each deduction authority of the customer
- (c) each change to, suspension of or cancellation of deduction authorities of the customer
- (d) itemised details of each transaction in respect of which Centrepay payments were made to you under the customer's deduction authorities, including:
 - (i) the name of the person involved in the transaction
 - (ii) the date of the transaction
 - (iii) the service reason (column 2 of Schedule 1) that applies to the transaction
 - (iv) if the transaction involves the provision of goods or services:
 - (A) a detailed description of the goods or services and

Note: Expressions such as “miscellaneous items” or “other” will not satisfy this requirement.

- (B) the total amount you charged for each provision of goods or services

Note: This is likely to be more than the amount of the Centrepay payment you got (having regard to the fee set-off: see clause 14.2).

- (e) a running account of the amounts of Centrepay payments you receive in respect of the customer and the amounts you charged for each transaction in respect of which Centrepay payments were made to you, showing the net balance on at least a fortnightly basis.

20.3 Deduction authorities

For each customer, you must keep:

- (a) the customer’s deduction authority forms (including those that change or suspend deduction authorities)
- (b) the deduction authority notices relating to the customer that you lodged, whether or not at the customer’s request.

Note: See clauses 8.2, 9.2, 9.5 and 9.6.

20.4 Other actions

You must make and keep a record of any other action you take in relation to your Centrepay contract, sufficient to show the nature of the action.

20.5 Changes to records

If a change is made to a record kept as required by this clause, you must make and keep a record of the change.

20.6 Records in hard copy

You may keep Centrepay records by means of a mechanical, electronic or other device. However, if you are required to produce them, or give them, or the information in them, to us or someone else (a **recipient**), you satisfy that requirement by producing or giving a document that reproduces the information in the records in a form capable of being understood by the recipient.

20.7 General provisions about records you must keep

- (a) You must keep Centrepay records in a way that can be conveniently and properly audited.
- (b) Subject to the other provisions of your Centrepay contract, you must keep Centrepay records for at least 2 years after the date of the transactions that they relate to. This does not affect any other obligation under a written law to keep the record for a different period.

Note: For example, privacy law may require you to delete or destroy records of personal information before 2 years other laws may require you keep them for longer periods.

20.8 You must provide information about, and explain, Centrepay records

- (a) If we give you a reasonable written direction about making, keeping, accessing or destroying or deleting Centrepay records, you must comply with the direction, and must do so despite any other provision of your Centrepay contract.
- (b) You must on request, give an authorised person any information the authorised person asks for about:
 - (i) Centrepay records you must keep
 - (ii) your use of Centrepay or

- (iii) your compliance with your Centrepay contract.
-

21 Compliance audits

21.1 Authorised persons

In this clause:

authorised person means:

- (a) one of our officers, employees or contractors authorised by us for this clause
- (b) the Auditor-General, the Information Commissioner or the Privacy Commissioner, or a person authorised by any of them.

21.2 Access and audit

You must, on request:

- (a) give an authorised person access to premises you use or occupy for the purpose of the authorised person carrying out a compliance audit and
- (b) for that purpose, allow the authorised person to examine, inspect, audit and copy any of your Centrepay records.

You must ensure that your contractors and related bodies corporate, on request, also do the same in relation to your Centrepay records that they hold.

21.3 Purpose of compliance audits

A compliance audit's purposes are:

- (a) to check your compliance with your Centrepay contract
 - (b) to check that you continue to meet the Centrepay eligibility requirements
- Note: These are in the Centrepay Policy for Businesses.
- (c) to confirm that you meet the objectives of Centrepay, and our expectations for businesses that use Centrepay, as set out in the Centrepay Policy for Businesses document
 - (d) to review your systems, processes and procedures in relation to your Centrepay contract and
 - (e) to check the accuracy of payments made to you.

21.4 Reasonable notice

We will give you reasonable notice of a compliance audit.

21.5 Conduct of compliance audits

- (a) An authorised person conducting a compliance audit may do whatever is necessary to conduct the audit, including:
 - (i) accessing, inspecting and copying or extracting information from your Centrepay records
 - (ii) asking you questions about your use of Centrepay or your Centrepay records
 - (iii) observing your use of Centrepay
 - (iv) reviewing and assessing information in your Centrepay records or otherwise available to us and
 - (v) reporting to us on the results of the compliance audit.

- (b) You must cooperate with the authorised person conducting a compliance audit, and make sure that your contractors and related bodies corporate do the same. This includes giving the authorised person any relevant information on request.
- (c) You must provide all reasonable assistance requested by us for any administrative or statutory review, audit or inquiry, any request for information directed to you and any inquiry conducted by a House or a Committee of the Australian Parliament about the performance of your Centrepay contract.

21.6 Directions resulting from compliance audits

If, as a result of a compliance audit, we determine (acting reasonably) that you have breached your Centrepay contract, we may give you a written direction to do things specified in the direction:

- (a) to remedy the effect of the breach or
- (b) to ensure that the breach is not repeated.

A direction may require you to change, suspend or cancel a deduction authority.

You must comply with the direction.

This clause 21.6 does not limit any other power under your Centrepay contract.

21.7 Costs and responsibility

- (a) You must bear your own costs of any compliance audit.
- (b) If, as a result of a compliance audit, we determine (acting reasonably) that you have breached your Centrepay contract, you must pay us, on demand, the amount we determine (acting reasonably) to be the costs we or the Commonwealth incurred:
 - (i) in carrying out the audit, so far as it related to that breach and
 - (ii) in monitoring your action to manage or rectify the breach.

The amount is a debt to us that becomes due and payable at the end of 20 business days after the date of the demand.

- (c) The requirement for access for and participation in compliance audits does not reduce your responsibility to perform your obligations in accordance with your Centrepay contract.

21.8 No reduction in rights

- (a) This clause does not limit your other obligations under your Centrepay contract.
- (b) Nothing in your Centrepay contract affects any function, power, right or entitlement of the Auditor-General or the Information Commissioner or their delegates. Their rights under your Centrepay contract are in addition to any other such power, right or entitlement.

PART H CHANGE, SUSPENSION AND TERMINATION

22 How your Centrepay contract can be changed

22.1 If you want to change your Centrepay contract

- (a) If you want to change your Centrepay contract, you must submit the proposed change to us in writing, using the form we direct.

Note: The form is available at [to be confirmed]. Depending on the change, we may require you to complete a new application form.

- (b) We will respond to your proposed change as soon as practicable. If we have not responded within 3 months, you can assume that we do not agree to the proposed change.
- (c) If we agree to the change (including as modified), we will give you a **contract change letter** setting out what the agreed change is.
- (d) You accept the change in the contract change letter by:
- (i) notifying us in writing that you accept the change or
 - (ii) using Centrelink electronic systems, after you receive the contract change letter, to:
 - (A) lodge a new deduction authority on behalf of a customer
 - (B) vary a deduction authority (whether authorised by the customer or not)
 - (C) suspend a deduction authority or
 - (D) cancel a deduction authority.
- (e) The change to your Centrepay contract takes effect on the day you tell us that you accept the change in the contract change letter but, if you do that and the contract change letter says that the change takes effect on a later day, it takes effect on the later day.

22.2 If we want to vary the Centrepay contract that applies just to you

- (a) If we want to change the Centrepay contract that applies just to you, we will give you a written proposal (a **contract change proposal**):
- (i) setting out the proposed change
 - (ii) setting out when it is proposed that it take effect
 - (iii) setting out the reasons for the proposed change, the facts supporting the reasons and the main evidence for those facts
 - (iv) giving you a reasonable period (**consultation period**) to make submissions to us about the proposal.

Note: A contract change could include, for example, additional conditions on using Centrepay in connection with particular kinds of payments.

- (b) In deciding whether to change your Centrepay contract under this clause 22.2, we must take into account anything you tell us in submissions you make during the consultation period.
- (c) After the consultation period is ended, if we decide to go ahead with the change (including in a modified form), we will give you a **contract change letter**:
- (i) setting out what the change is
 - (ii) setting out when it takes effect and

- (iii) inviting you to accept the change by:
 - (A) notifying us in writing that you accept the change or
 - (B) using Centrelink electronic systems, after you receive the contract change letter, to lodge a new deduction authority on behalf of a customer, or a variation, suspension or cancellation of a deduction authority (whether authorised by the customer or not).
- (d) The change to your Centrepay contract takes effect on the day you tell us that you accept the change in the contract change letter but, if you do that and the contract change letter says that the change takes effect on a later day, it takes effect on the later day.

22.3 If we want to change all Centrepay contracts, or Centrepay contracts in a particular class

Note: For example, Centrepay contracts that cover a particular kind of payment.

- (a) If we want to change Centrepay contracts generally (not just your Centrepay contract), or Centrepay contracts of a particular kind, we will publish at servicesaustralia.gov.au/centrepaybusiness a proposal (also a **contract change proposal**):
 - (i) setting out the proposed change
 - (ii) setting out when it is proposed that it take effect
 - (iii) setting out the reasons for the proposed change, the facts supporting the reasons and the main evidence for those facts and
 - (iv) giving a reasonable period (at least 20 business days) (also a **consultation period**) for affected businesses and others to make submissions to us about the proposal.

Note: A contract change could include, for example, additional conditions on using Centrepay in connection with particular kinds of payments.

- (b) It's your responsibility to make yourself aware of these contract change proposals: we have no obligations in that regard.
- (c) In deciding whether to change Centrepay contracts under this clause 22.3, we must take into account anything we are told in submissions made within the consultation period.
- (d) After the consultation period is ended, if we decide to go ahead with the change (including in a modified form), we will publish at servicesaustralia.gov.au/centrepaybusiness, a **contract change letter**:
 - (i) setting out what the change is
 - (ii) setting out when it takes effect and
 - (iii) inviting you to accept the change by:
 - (A) notifying us in writing that you accept the change or
 - (B) using Centrelink electronic systems, after you receive the contract change letter, to lodge a new deduction authority on behalf of a customer, or a variation, suspension or cancellation of a deduction authority (whether authorised by the customer or not).
- (e) The change to your Centrepay contract takes effect on the day you accept the change in the contract change letter but, if you do that and the contract change letter says that the change takes effect on a later day, it takes effect on the later day.

22.4 Other rights not affected

Clauses 22.2 and 22.3 do not affect our rights to suspend your use of Centrepay, restrict your access to the Centrelink electronic systems, reduce the scope of your Centrepay contract or terminate your Centrepay contract.

23 Suspending your use of Centrepay

23.1 Suspensions

- (a) We can, by notice to you (a **suspension notice**) impose a **partial suspension** on you on any of the grounds set out in clause 27.

While you are subject to a partial suspension:

- (i) you will not be able to lodge new deduction authorities for a customer or seek to increase the amount of an existing deduction authority and
- (ii) customers will not be able to lodge new deduction authorities for Centrepay payments to you or seek to increase the amount of an existing deduction authority for payments to you.

This does not prevent a deduction authority amount being reduced, a deduction authority being otherwise changed or a deduction authority being cancelled.

- (b) We can, by notice to you (also a **suspension notice**), impose a **full suspension** on you on any of the grounds set out in clause 27.

While you are subject to a full suspension:

- (i) all current deduction authorities for payments to you are cancelled
- (ii) you will not be able to lodge new deduction authorities and
- (iii) customers will not be able to lodge new deductions authorities for Centrepay payments to you.

23.2 Suspension notices

A suspension notice must state whether it is a full or a partial suspension, and set out:

- (a) the grounds for the suspension and
- (b) when the suspension starts and when it will end.

The notice can say that it will end on a stated day, after a stated period, or when a stated event occurs.

Note: Example of stated event: when we are satisfied (acting reasonably) that you have fixed an identified problem with your systems or processes.

23.3 Varying and revoking suspensions

- (a) We can, by notice to you:
- (i) vary the terms of your suspension, including by extending the period of your suspension
 - (ii) if you are subject to a partial suspension — impose a full suspension on you on any of the grounds set out in clause 27.
- (b) In addition, we can, by notice to you, revoke a suspension at any time.

23.4 Suspension does not affect your other obligations

Suspension does not affect the other obligations you have under your Centrepay contract.

23.5 Publicity

You acknowledge that we can publish or disclose the fact that you have been suspended on our website.

24 We can restrict your access to the Centrelink electronic systems

24.1 Restricting access

We can restrict your access to the Centrelink electronic systems, or particular functionalities of the Centrelink electronic systems, on any of the grounds set out in clause 27. We must notify you if we do this. The notice must set out:

- (a) the grounds for the restriction and
- (b) when the restriction starts and when it will end. The notice can say that it ends on a particular day, after a particular period, or when a particular event occurs.

Note: Example of particular event: when we are satisfied (acting reasonably) that you have fixed an identified problem with your systems or processes.

Note: An example of a restriction of a functionality: lodging new deduction authorities.

24.2 Restoring access

We can restore your access to the Centrelink electronic systems or Centrelink electronic systems functionalities at any time. We will notify you if we do this.

25 Reducing the scope of your Centrepay contract

- (a) By notice to you, we can vary your Centrepay contract by reducing or modifying the kinds of payments that you are approved to receive through Centrepay, on any of the grounds set out in clause 27. The notice must set out the grounds for our action, and when it takes effect.
 - (b) We can revoke a notice under clause 25(a) at any time.
-

26 Terminating your Centrepay contract

26.1 We can terminate your Centrepay contract for cause

- (a) By notice to you, we can terminate your Centrepay contract on any of the grounds set out in clause 27. The notice must set out the grounds for termination, and when termination takes effect.
- (b) You acknowledge that, if your Centrepay contract is terminated on a ground set out in clause 27 (except clause 27.1(b)), you and any successor business may not apply for approval again within 12 months (or another period that we specify).

Note: Your eligibility will be assessed, among other things, on the extent to which the cause of your termination has been effectively addressed.

26.2 We can terminate your Centrepay contract “for convenience”

In addition to clause 26.1, we can, by notice to you, terminate your Centrepay contract at any time and for any reason, or for no reason.

26.3 You can terminate your Centrepay contract

You can terminate your Centrepay contract at any time and for any reason, or for no reason, but you must give us at least 20 business days’ notice.

26.4 Other termination rights not affected

Clauses 26.1 to 26.3 do not limit our other rights, or your other rights, to terminate your Centrepay contract.

26.5 Publicity

You acknowledge that we can publish or disclose the fact that you have been terminated on our website.

27 Grounds for suspending, restricting access and terminating

27.1 Grounds

For clauses 23.1(a), 23.1(b), 24.1, 25(a) and 26.1, the grounds are:

- (a) we consider, acting reasonably, that:
 - (i) you have breached, or are likely to breach, an obligation in your Centrepay contract, including an obligation in relation to incorrect payments
 - (ii) you have carried on your business (whether or not it relates to approved goods or services) in a way that is unethical or takes unfair advantage of your customers, or are likely to do so
 - (iii) without limiting this, you have carried on your business (whether or not it relates to approved goods or services) in a way that poses unreasonable financial risks for customers, or are likely to do so
 - (iv) you are not capable of using Centrepay in accordance with your Centrepay contract
 - (v) you do not meet the Centrepay eligibility requirements
 - (vi) using Centrepay for your business adversely affects, or is likely to affect adversely, our reputation or
 - (vii) you no longer carry on a business relating to approved goods or services
- (b) for a continuous period of at least 6 months:
 - (i) you have not lodged a deduction authority form, or a deduction authority notice

Note: See clauses 8.2, 9.2, 9.5 and 9.6.

 - (ii) there has been no deduction authority for payments to you and
 - (iii) you have not received any Centrepay payments
- (c) you have received incorrect payments where:
 - (i) the amounts involved, either alone or in total over a reasonable period, may reasonably be regarded as significant
 - (ii) it is reasonable to consider that the payments are part of a repeated pattern of such payments or
 - (iii) the matter is or may reasonably be considered to be adverse to the reputation of Centrepay, or our or your reputation

but not where the incorrect payment is as a result of our error.
- (d) an amount of owing by you to us in connection with your Centrepay contract remains unpaid for more than 60 business days after it is due and payable
- (e) you are being or have been investigated, or enforcement action is being or has been taken against you, by a Commonwealth, State or Territory government agency for a breach of an applicable law

however, this does not cover an investigation or enforcement action disclosed to us as part of your application for approval to use Centrepay

- (f) the identity of the person who controls you has changed without you notifying us first
- (g) you purport to assign the benefit of your Centrepay contract without our approval
- (h) any of your property is seized to satisfy a debt you owe
- (i) clause 27.2 applies to you.

27.2 Insolvency

This clause applies to you if:

- (a) you are (or state that you are) insolvent under administration or insolvent (each as defined in the *Corporations Act 2001*)
- (b) you are in liquidation, in provisional liquidation, under administration or wound up or have a controller appointed to your property
- (c) you are subject to any arrangement (including a deed of company arrangement or scheme of arrangement), assignment, moratorium, compromise or composition, or protected from creditors under any statute or dissolved
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with you, which is preparatory to or could result in any of the things described in any of the above paragraphs
- (e) you are taken (under section 459F(1) of the *Corporations Act 2001*) to have failed to comply with a statutory demand
- (f) you are the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (or you make a statement from which we deduce you are so subject)
- (g) you are otherwise unable to pay your debts when they fall due
- (h) something having a substantially similar effect to any of the things described in the above paragraphs happens in connection with you under the law of any jurisdiction or
- (i) you are an individual person or a partnership including an individual person, and you:
 - (i) commit an act of bankruptcy
 - (ii) have a bankruptcy petition presented against you or you present your own petition
 - (iii) you are made bankrupt
 - (iv) you make a proposal for a scheme of arrangement or a composition, or
 - (v) you have a deed of assignment or deed of arrangement made, accept a composition, are required to present a debtor's petition, or have a sequestration order made, pursuant to the *Bankruptcy Act 1966* (Cth) or like provisions under the laws of New South Wales.

Words and expression in this clause have the meaning given them in the *Corporation Act 2001*.

28 In most cases, we will warn you before suspending, restricting access, reducing scope or terminating

- (a) Before we suspend your right to use Centrepay, restrict your access to the Centrelink electronic systems or a functionality of the Centrelink electronic systems or terminate

your Centrepay contract, on a ground set out in clause 27, we will give you a notice (a **warning notice**):

- (i) telling you what we are proposing to do and
 - (ii) setting out the reasons for our proposed action, the facts supporting the reasons and the main evidence for those facts
- and giving you at least 10 business days to make submissions to us about the matter.
- (b) However, we do not have to give you a warning notice:
 - (i) if the basis for our proposed action involves, in our reasonable opinion, significant and urgent risks to customers or
 - (ii) if we are acting under clause 27.1(f), (g), (h) or (i).
 - (c) In deciding whether to suspend, restrict access or terminate, we must take into account anything you tell us in submissions you make before we decide.

29 What happens when your Centrepay contract is terminated

29.1 Effect of termination of your Centrepay contract

If your Centrepay contract is terminated:

- (a) **[deductions stop]** you will not receive any further Centrepay payments under deduction authorities (whether lodged by a customer or by you)
- (b) **[no lodgements]** from the day after the day termination takes effect:
 - (i) you must not lodge any more deduction authorities and
 - (ii) we will not give effect to a deduction authority lodged by the customer that asks us to make Centrepay payments to you
- (c) **[notify affected customers]** you must, as soon as practicable:
 - (i) notify all your customers in respect of whom you are receiving Centrepay payments, or would foreseeably receive Centrepay payments, that your Centrepay contract has been terminated
 - (ii) give them an account statement up to date as at the time of termination and
 - (iii) offer them appropriate alternative payment arrangements for amounts that they owe you
- (d) **[stop referring to Centrepay]** from the day after the day termination takes effect you must stop referring to Centrepay in your advertising, website and other public communications (except as required by an applicable law or another provision of your Centrepay contract)
 - Example: the rules of a stock exchange, and clause 29.1(c).
- (e) **[remove access to Centrelink electronic systems]** 5 business days after termination takes effect we will remove your access to the Centrelink electronic systems. You must retrieve all required reports from the Centrelink electronic systems before your access is removed
- (f) **[reconciliation reporting]** you must, as soon as practicable but in any event within 10 business days, complete all allocations and reconciliations required by clause 12 up to the date termination takes effect
- (g) **[positive account balance]** apply the provisions of your Centrepay contract relating to incorrect payments to any positive account balance within [20] business days
- (h) **[outstanding fees]** you must pay us any outstanding fees on an invoice given to you (either before or after termination), and you must do so by the later of:

- (i) the date that they become due and payable apart from this clause and
- (ii) 20 business days after the termination takes effect.

29.2 You must continue to comply with your Centrepay contract

If your Centrepay contract is terminated, you must comply with the provisions of your Centrepay contract that by their nature survive, including clauses 13.3, 15.1(h), 15.2, 17, 20, 20.8(b)(iii), 30, 31, and 33.

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PART I GENERAL

30 Confidential information

30.1 Your confidentiality obligations

- (a) Subject to your Centrepay contract, you must not use or disclose confidential information that we provide to you in connection with your Centrepay contract or a customer without our prior consent.
- (b) This does not prevent:
 - (i) disclosure to the extent required by a written law or the rules of a stock exchange
 - (ii) disclosure to, or use by, any of your personnel, advisers or related bodies corporate (each a **recipient**) so long as:
 - (A) the recipient needs to know the information to perform the recipient's duties and
 - (B) you ensure that the recipient is bound by a corresponding duty of confidentiality
 - (iii) disclosure or use to the extent necessary in connection with legal proceedings relating to your Centrepay contract.

30.2 Our confidentiality obligations

- (a) Subject to your Centrepay contract, we must not use or disclose confidential information that you provide to us in connection with your Centrepay contract without your prior consent.
- (b) This does not prevent:
 - (i) disclosure or use to the extent required by a written law
 - (ii) disclosure to or use by a Commonwealth, State or Territory government agency in connection with enforcement of an applicable law
 - (iii) disclosure to or use by a Minister of State for the Commonwealth, or an adviser to such a Minister
 - (iv) disclosure or use in connection with the performance of Services Australia's or Centrelink's statutory functions or duties, and anything incidental to them
 - (v) disclosure to or use by another Commonwealth agency for any purpose of the Commonwealth, including for law enforcement purposes, public accountability reasons, and for the purposes of meeting a request by the Parliament, a committee of the Parliament or a Minister.

31 Liability

31.1 You indemnify us for your breaches

You indemnify us for any loss we suffer arising from you breaching your Centrepay contract.

Note: Because of clause 15.3, this means that you also indemnify us if one of your officers, employees or contractors breaches your Centrepay contract.

This indemnity extends to amounts that we incur in dealing with incorrect payments you receive, but not to the extent that the incorrect payment was as a result of our error.

31.2 We have no liability for failed payments

We have no liability for any loss you suffer because an amount was not paid into a particular account if it was paid in accordance with your instructions in or under your Centrepay contract.

31.3 Proportionate liability excluded

To the extent permitted by law, the provisions of your Centrepay contract:

- (a) are express provisions for the parties' rights, obligations and liabilities with respect to matters to which a written law relating to proportionate liability applies and
- (b) exclude, modify and restrict the provisions of such a law to the extent of their inconsistency with it.

32 Access to the Centrelink electronic systems

- (a) Subject to your Centrepay contract, we will give you access to the Centrelink electronic systems.
- (b) You must use the Centrelink electronic systems strictly in accordance with the technical instructions provided on or through the Centrelink electronic systems main webpage, as they appear at the relevant time.

Note: You can find important information and user guides for the Centrelink electronic systems on the Centrelink electronic systems main webpage under the "Help" menu.

- (c) You will not have access to the Centrelink electronic systems during scheduled maintenance periods, and when it is being repaired or upgraded. It is your responsibility to make yourself aware of scheduled downtime of the Centrelink electronic systems: we have no obligations in that regard.

Notes: You can get information about scheduled maintenance and service issues at servicesaustralia.gov.au/centrelinkbusinessonline.

If you need urgent support when the Centrelink electronic systems are offline, you can contact the helpdesk on you can contact Centrelink for Business general support on 1800 044 063 or via email: centrelink.business.support@servicesaustralia.gov.au.

- (d) we have no liability to you for any loss you may suffer because you do not have access to the Centrelink electronic systems, whatever the reason.

33 Using our trade marks, symbols and materials

33.1 Trade marks

The words "Centrepay" and "Centrepay the easy way to pay bills" are trade marks registered by us.

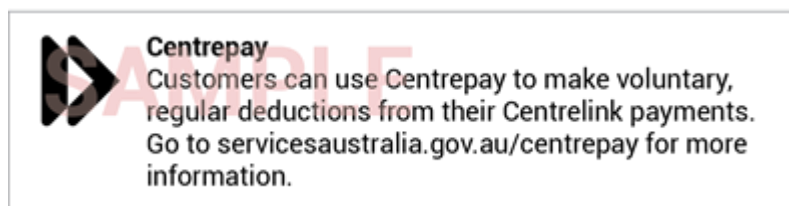
33.2 Use of "Centrepay"

We authorise you to use "Centrepay", but you must comply with this clause in doing so.

33.3 Use of Services Australia progress symbol, the word "Centrepay" and the text set out below

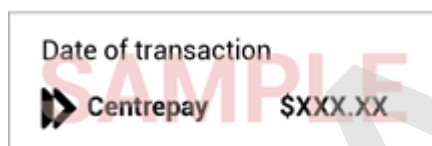
- (a) We give you an Australia-wide, revocable, royalty-free licence to use the Services Australia progress symbol, the word "Centrepay" and the associated text (the **licensed material**) for the purpose of promoting, on invoices to the customer, Centrepay as a payment method for goods and services that are covered by your Centrepay contract. You must not use it for any other purpose.

- (b) The licensed material is available from the Centrepay electronic systems. An indicative copy is at the end of this subclause.
- (c) In using the licensed material, you must not change it in any way, including resizing it, distorting it, making it illegible or disproportionately scaling it.



33.4 Use of the Services Australia progress symbol as a favicon

- (a) We give you an Australia-wide, revocable, royalty-free licence to use the Services Australia progress symbol with the word “Centrepay” (**favicon material**) in your digital payment platforms to indicate a customer transaction using Centrepay. You must not use it for any other purpose.
- (b) The favicon material is available from the Centrepay electronic systems. An indicative copy is at the end of this subclause.
- (c) In using the favicon material, you must not change it in any way, including resizing it, distorting it, making it illegible or disproportionately scaling it.



33.5 Promotional material

If we give you any promotional material for Centrepay (**promotional material**), we give you an Australia-wide, revocable, royalty-free licence to display (but not to copy) it for the purpose of your promoting the use of Centrepay in accordance with your Centrepay contract.

33.6 Restrictions and other provisions

- (a) You must not grant a sublicense of a licence granted under this clause unless we agree first.
- (b) The authorisations and licences under this clause expire on the termination of your Centrepay contract, or when we impose a full suspension of your Centrepay contract.
- (c) You must not do anything to suggest that we or the Commonwealth endorse your business or operations, or goods or services you provide.
- (d) Nothing in your Centrepay contract affects the ownership of any intellectual property.

34 Notices and other communications

- (a) Except as otherwise provided by your Centrepay contract, notices, consents, approvals and other communications in connection with your Centrepay contract are only effective if in writing.
- (b) Communications that you send to us are effective only if you send them to centrelink.business.support@servicesaustralia.gov.au.
- (c) Communications that we send to you are effective if we send them to personnel identified in your Centrepay approval letter (or, if you have notified of a change of representative, to the changed representative) as an authorised officer or contact officer.

35 Customer representatives

- (a) A reference in your Centrepay contract to a customer doing a particular thing includes a reference to a person, authorised in writing by the customer, or by law, doing the thing on behalf of the customer (a **customer representative**).
- (b) If a customer notifies you that a particular person is the customer's representative, a notice or other communications that your Centrepay contract says you must or may give the customer must or may be given to that person.

36 General

36.1 Discretion in exercising rights

Unless your Centrepay contract expressly states otherwise, we may exercise any rights, powers or remedies or give or refuse our consent, approval or a waiver in connection with your Centrepay contract in our discretion (including by imposing conditions).

36.2 Partial exercising of rights

Unless your Centrepay contract expressly says otherwise, our failure to exercise a right, power or remedy in connection with your Centrepay contract fully or at a given time does not prevent us exercising it later.

36.3 Remedies cumulative

The rights, powers and remedies in connection with your Centrepay contract are in addition to other rights, powers and remedies given by law independently of your Centrepay contract.

36.4 Indemnities and reimbursement obligations

Any indemnity, reimbursement or similar obligation in your Centrepay contract:

- (a) is a continuing obligation even if a payment or other obligation in connection with your Centrepay contract has been complied with and
- (b) is independent of any other obligations in or in respect of your Centrepay contract.

We don't have to incur expense or make payment before enforcing a right of indemnity in connection with your Centrepay contract.

36.5 Assignment by you

You may not assign any of your rights under your Centrepay contract without our prior written consent.

36.6 Change of control

- (a) You must notify us of any:
 - (i) proposed change of control no less than 10 business days before the change of control takes effect and
 - (ii) actual change of control no later than 10 business days after the change of control takes effect.
- (b) You do not need to comply with clause 36.6(a) if you are listed on a recognised stock exchange at the time.

36.7 Severability

- (a) If the whole or a part of a provision of your Centrepay contract is void, unenforceable or illegal in a jurisdiction, it is to be taken, in that jurisdiction, not to be part of your Centrepay contract.
- (b) However, the validity, effect and enforceability of the rest of your Centrepay contract isn't affected.

36.8 Rules of interpretation

No rule of interpretation applies to our disadvantage merely because we prepared your Centrepay contract or any part of it.

36.9 No relationship between the parties

- (a) Nothing in this document constitutes either party as the partner, agent or joint venturer of the other for any purpose or creates any partnership, agency or trust. No party has any authority to bind another party in any way.
- (b) This document does not constitute a relationship of employer and employee between us and you.

37 Governing law

The law in force in New South Wales governs your Centrepay contract. We and you each submit to the non-exclusive jurisdiction of the courts of New South Wales in connection with your Centrepay contract.

38 Interpretation of your Centrepay contract

38.1 Definitions

In your Centrepay contract:

approved payment: see clause 5(b).

authorisation, in relation to an activity, means a licence, permission, authorisation or permission (however that is described) required by a written law to carry out the activity.

authorised officer means a person identified as an authorised officer in your application for approval to use Centrepay, or as later notified to us.

business day, in relation to something to be done on a day in a place, means a day other than a Saturday or a Sunday, or a public holiday in the place.

Business Hub or **BHUB** means a secure online system by that name available for accessing services we offer.

Centrelink Business Online Service or **CBOS** means a secure online system by that name available for accessing services we offer.

Centrelink payment, for a person, means an amount payable to the person under social security law.

Centrelink electronic system means any of the following:

- (a) Centrelink Business Online Service
- (b) Business Hub
- (c) any other system we use or give you access to for the purposes of administering Centrepay
- (d) any system that we notify you replaces, or is to be used instead of, CBOS or BHUB for the purposes of administering Centrepay

and includes any application or service to be used on such a system for that purpose.

Centrepay means the service known as Centrepay provided by us.

Centrepay payment means a payment made to you using Centrepay.

complaints process: see clause 18.1(a).

compliance audit: see clause 21.

confidential information means information provided by us to you, or by you to us, in connection with your Centrepay contract, that meets all the following criteria:

- (a) it is commercially sensitive (that is, it is not generally known or ascertainable)
- (b) its disclosure would cause unreasonable detriment to the owner of the information or another person
- (c) it was provided with an express or implied understanding that it would remain confidential.

It includes personal information about a customer or another person.

It does not include information that:

- (d) is or becomes public knowledge other than by breach of your Centrepay contract
- (e) is in the possession of a receiving party without restriction on disclosure before the date of receipt or
- (f) was independently developed or acquired by the receiving party.

consultation period: see clauses 22.2(a)(iv) and 22.3(a)(iv).

contact officer means a person identified as a contact officer in your application for approval to use Centrepay, or as later notified to us.

contract change letter: see clauses 22.1(c), 22.2(c) and 22.3(d).

contract change proposal: see clauses 22.2(a) and 22.3(a).

control of an entity includes the power to do any of the following, directly or indirectly:

- (a) determine the management or policies of the entity
- (b) control the membership of the board, committee or other governing body of the entity
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the entity

whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise. **CRN** means customer reference number.

customer means an individual:

- (a) who receives instalments of Centrelink payments and
- (b) in respect of whom you receive Centrepay payments.

customer account: see clause 20.2.

customer representative: see clause 35(a).

deduction amount, for a deduction authority, means the amount set out in a deduction authority form as the deduction amount.

deduction authority: see Part B.

deduction authority form means:

- (a) the form at Schedule 3 or
- (b) if we direct you to use another form in a particular case — that form

including such a form used for a change or suspension of a deduction authority.

eligibility requirements means the requirements identified as the Centrepay eligibility requirements in the Centrepay Policy for businesses document.

end date means the date stated in a deduction authority form as the end date for the authority.

excluded payment: see clause 3(a)(ii).

fraud means:

- (a) dishonestly obtaining a benefit from us or the Commonwealth or
 - (b) causing a loss to us, or the Commonwealth, by deception or other means
- and includes alleged, attempted or suspected fraud.

full suspension: see clause 23.1(b).

intellectual property means all present and future rights conferred by law in any business names, business trademarks, domain names, patents, designs, copyright material, proprietary software and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered.

incorrect payment means:

- (a) an amount paid to you under or apparently under your Centrepay contract, to extent that:
 - (i) it is not covered by a deduction authority
 - (ii) it is paid in respect of goods or services that are not covered by your Centrepay contract, including because the payment is an excluded payment or
 - (iii) it is an incorrect payment because of clause 12.2 and
- (b) an amount paid to you under or apparently under your Centrepay contract, to the extent that it relates to goods or services that it is reasonable to conclude are unlikely to be provided within:
 - (i) if the amount relates to utilities (see Schedule 1 Centrepay category 8) — 12 months after the payment
 - (ii) if the amount relates to other goods or services — 6 months after the payment or
 - (iii) if a written law prescribes another period in relation to the goods or services, or we fix another period in relation to the goods or services — the other period
- (c) an amount paid to you by us as a result of an error.

key management personnel means the people with authority and responsibility for planning, directing and controlling your activities, directly or indirectly, including any director (whether executive or otherwise).

lay-by arrangement means an arrangement for the purchase of goods by a customer on the basis that the purchase price is paid over time in regular payments, with the goods being given to the customer only when the purchase price is fully paid.

lay-by condition: see clause 6.4.

partial suspension: see clause 23.1(a).

personal information means the same as in the *Privacy Act 1988*.

personnel, in relation to you, means your officers, employees, agents, advisers and contractors (including their personnel as so defined).

positive balance: a customer's account has a positive balance if the balance of the account is greater than \$0.

related body corporate has the meaning given to it in the *Corporations Act 2001*.

remote area or **very remote area** means is an area identified by the Australian Bureau of Statistics as in remote Australia or very remote Australia, being an area the population of which at the most recent census was less than 10,000 persons.

resolution notice: see clause 18.4(c).

target amount, for a deduction authority, means that amount specified, or that must be specified, in the authority as the target amount.

target amount cap: see clause 6.3.

warning notice: see clause 28(a).

we, us and **our:** see clause 2.

you: see clause 2.

your Centrepay approval letter means a letter or communication from us to you telling you that you are approved to use Centrepay, and any letter or communication that varies it.

your Centrepay contract means the contract between you and us in connection with your use of Centrepay, comprising this document and the other documents identified in your Centrepay approval letter, as in force as the relevant time.

38.2 Signatures

A document that your Centrepay contract requires to be signed by a person is effectively signed if it is signed by the person in any way that the law allows.

Note: This includes electronic signatures where these are covered by law.

38.3 Power to extend times

If your Centrepay contract requires you to do a particular thing within a specified period, we can, by notice to you, extend the period as stated in the notice. We can do so even after the period has ended.

38.4 General interpretation

In your Centrepay contract:

- (a) headings, labels and notes are for convenience only and do not affect the meaning of other provisions
- (b) the singular includes the plural and vice versa
- (c) a reference to one gender includes a reference to other genders
- (d) a reference to a contract or agreement includes a reference to any legally enforceable arrangement between parties, whatever the form of the document recording the arrangement

Note: For example, as a contract or a deed.

- (e) a reference to a contract or a document is a reference to the contract or document as varied or novated, or the document that replaces it
- (f) the meaning of general words is not limited by specific examples introduced by words such as “such as”, “including” and “for example”
- (g) a reference to “person” includes a reference to an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation
- (h) a reference to a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns
- (i) a reference to a time of day, in relation to something to be done on a day in a place, is a reference to the legal time on that day in that place

- (j) a reference to dollars, \$ or A\$ is a reference to the currency of Australia
- (k) a reference to “law” includes Commonwealth, State and Territory statutes, the unwritten or common law and the principles of equity
- (l) a reference to any legislation includes a reference to regulations under it and any consolidations, amendments, re-enactments or replacements of any of them
- (m) a reference to “regulations” includes a reference to instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations)
- (n) a reference to a thing (including an amount) is a reference to the whole and each part of it
- (o) a period of time starting from a given day or the day of an act or event, is to be calculated without counting that day and
- (p) if a party must do something under your Centrepay contract on or by a given day, it must be done by 5.00 pm on that day.

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Schedule 1 Kinds of payments you can use Centrepay for

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
1 Accommodation	1.1 Boarding house accommodation	1.1.1 Payments for board and lodging that you provide in shared accommodation.	You must hold all necessary authorisations to provide the accommodation.	BDH
	1.2 Supported accommodation	1.2.1 Payments of fees and charges for accommodation that you provide, being accommodation of a kind generally known as: (a) a retirement home (b) a nursing home (c) respite accommodation (d) an aged care home or (e) hospice accommodation.	You must hold all necessary authorisations to provide the accommodation.	RVF
		1.2.2 Payments of fees and charges for residential accommodation that you provide, where the accommodation is intended to support people with a disability.	You must hold all necessary authorisations to provide the accommodation.	
1.2.3 Payments for goods or services you provide to a resident in or a patient in accommodation referred to in item 1.2.1 or 1.2.2.		You must hold all necessary authorisations to provide the goods or services.		

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
		Examples: Meals, laundry.	Note: For the detailed requirements for some of these, see clause 6	
1.3	Caravan parks	1.3.1 Payments of rental or site costs for a site, or other residential accommodation, that you provide in a caravan park. This does not cover holiday accommodation.	You must hold all necessary authorisations to operate the caravan park.	CPF
1.4	Short-term accommodation	1.4.1 Payments for short-term residential accommodation that you provide. Examples: <ul style="list-style-type: none"> • emergency accommodation • sheltered and other crisis accommodation such as rehabilitation accommodation and hostels used as crisis accommodation • motel or hotel accommodation for residential use • a site, or other mobile residential accommodation, that you provide on a short-term basis outside a caravan park. This does not cover holiday accommodation.	You must hold all necessary authorisations to provide the accommodation.	STA
1.5	General community housing	1.5.1 Payments of rent or licence or occupation fees for accommodation that you provide. This does not cover holiday accommodation.	(1) You must be registered under the <i>Australian Charities and Not-for-profits Commission Act 2012</i> . (2) You must hold all necessary authorisations to provide the accommodation.	GCH

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
			Note: For the detailed requirements for some of these, see clause 6	
	1.6 Private landlords	1.6.1 Payments of rent or licence or occupation fees for accommodation that you provide in private accommodation. This does not cover holiday accommodation.	You must hold all necessary authorisations to provide the accommodation.	PRD
	1.7 Real estate and property management agents	1.7.1 Payments of rent or licence or occupation fees in respect of a residential property, collected in your capacity as a real estate agent or property manager.	(1) You must hold all necessary authorisations to act as a real estate agent or property manager. (2) You must be engaged by the owner of the residential property to manage the property, including to collect the payments concerned.	EAG
2 Child care and education	2.1 Child care services	2.1.1 Payments for child care services that you provide, being child care services in respect of which child care subsidy is payable under the <i>A New Tax System (Family Assistance) Act 1999</i> . Note: The kinds of child care services include: <ul style="list-style-type: none"> • centre based day care services • family day care services • outside school hours care services • in home care services. The Minister may also prescribe other kinds of child care for this purpose (see <i>Child Care Subsidy Minister's Rules 2017</i>).	(1) You must hold all necessary authorisations to provide the services. (2) You must be eligible to receive child care subsidy payments in respect of the customer under the <i>A New Tax System (Family Assistance) Act 1999</i> . Note: This includes holding a provider approval under the Education and Care Services National Law Act as it applies in the relevant State or Territory. (3) The deduction authority must specify an end date, no later than the end of the enrolment period (which must be no longer than 12 months) in which the authority is lodged.	CHC
	2.2 Education expenses	2.2.1 Payments of fees and charges for education services you provide.	(1) You must hold all necessary authorisations to provide the education services.	EDF

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
		<p>This item covers only services provided in respect of education at a pre-school, a primary school or a secondary school.</p> <p>However, education services incidental to pre-schooling, primary schooling or secondary schooling that are provided at a tertiary institution are covered.</p> <p>Example: Summer schools.</p>	<p>Note: For the detailed requirements for some of these, see clause 6</p> <p>(2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises)</p>	
		<p>2.2.2 Payments for goods or services that you provide that relate to education provided at a pre-school, a primary school or a secondary school.</p> <p>It includes payments in respect of lay-by arrangements.</p> <p>Examples:</p> <ul style="list-style-type: none"> • school uniforms • school books • school equipment • workshops • excursions. 	<p>(1) You must hold all necessary authorisations to provide the goods or services.</p> <p>(2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).</p> <p>(3) The lay-by condition applies.</p>	
2.3 School nutrition programs	2.3.1	<p>Payments for goods and services that you provide to a student as part of a nutrition program for school students at a pre-school or a primary or secondary school</p>	<p>(1) You must hold all necessary authorisations to provide the goods and services.</p> <p>(2) The deduction authority must specify an end date, no later than the end of the calendar year in which the authority is lodged.</p>	SNP

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
Note: For the detailed requirements for some of these, see clause 6				
3 Financial products	3.1 Community group loans	3.1.1 Payments by way of repayment of principal in respect of a written loan that is advanced by you.	<p>(1) You must be registered under the <i>Australian Charities and Not-for-profits Commission Act 2012</i>.</p> <p>(2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). The target amount must not be more than the estimated total amount payable in respect of the loan.</p> <p>(3) The rate of interest on the loan (including in the case of default) must be 0%.</p> <p>(4) No fees or charges (however described) must be payable by the borrower in respect of the loan, including in respect of collection activity.</p> <p>(5) You must have clear, simple and easy to use written processes for:</p> <p>(a) customers to complain to you your conduct in respect of the loan and</p> <p>(b) fairly dealing with and resolving those complaints.</p>	CGR
	3.2 No interest loans	3.2.1 Payments by way of: (a) repayment of principal or (b) payment of charges or costs in respect of a written loan advanced by you.	<p>(1) You must be registered with Good Shepherd Australia New Zealand.</p> <p>(2) The loan must comply with the requirements of a grant agreement between the Commonwealth (Department of Social Services) and Good Shepherd Australia New Zealand for the provision of loans under the No Interest Loans Scheme.</p> <p>(3) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).</p>	FIL

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
			<p>Note: For the detailed requirements for some of these, see clause 6</p> <p>The target amount must not be more than the estimated total amount payable in respect of the loan (including interest, charges and costs).</p> <p>(4) The rate of interest on the loan (including in the case of default) must be 0%.</p> <p>(5) You must have clear, simple and easy to use written processes for:</p> <p>(a) customers to complain to you your conduct in respect of the loan and</p> <p>(b) fairly dealing with and resolving those complaints.</p> <p>(6) No fees or charges (however described) must be payable by the borrower in respect of collection activity on the loan.</p>	
3.3	General community housing loans	3.3.1 Payments by way of: (a) repayment of principal or (b) payment of charges and costs in respect of a written housing loan advanced by you.	<p>(1) You must be registered under the <i>Australian Charities and Not-for-profits Commission Act 2012</i>.</p> <p>(2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).</p> <p>The target amount must not be more than the estimated total amount payable in respect of the loan (including charges and costs).</p> <p>(3) The rate of interest on the loan (including in the case of default) must be 0%.</p> <p>(4) You must have clear, simple and easy to use written processes for:</p> <p>(a) customers to complain to you your conduct in respect of the loan and</p> <p>(b) fairly dealing with and resolving those complaints.</p>	GCL

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
			Note: For the detailed requirements for some of these, see clause 6	
			(5) No fees or charges (however described) must be payable by the borrower in respect of collection activity on the loan, except for statutory filing fees.	
3.4 Special interest loans	3.4.1 Payments by way of: (a) repayment of principal or (b) payment of interest, charges or costs in respect of a loan advanced by you.	(1) You must hold all necessary authorisations to provide the loan. (2) The terms of loan must be approved by us before the principal is advanced. Note: It could be a special or low-interest loan. (3) The rate of interest charged (including on default) must not be more than a rate that we specify. (4) You must have clear, simple and easy to use written processes for: (a) customers to complain to you your conduct in respect of the loan and (b) fairly dealing with and resolving those complaints. (5) No fees or charges (however described) must be payable by the borrower in respect of collection activity on the loan.	SIL	
3.5 Insurance services	3.5.1 Payments of premiums for insurance policies that cover: (a) loss of, or damage to, a motor vehicle (b) third party property damage (that is, liability for loss of, or damage to, property caused by or resulting from impact of a motor vehicle with some other thing)	(1) You must hold all necessary authorisations to provide the insurance. (2) The insurance policy must be a <i>consumer insurance contract</i> , that is, one obtained wholly or predominantly for the personal, domestic or household purposes of the insured. (3) The policy must provide that no additional amounts are payable in respect of payment of premiums by fortnightly or monthly instalments.	ISR	

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
		<p>(c) the destruction of, or damage to, a home building (that is, a building used principally and primarily as a place of residence, or out-buildings, fixtures and structural improvements used for domestic purposes, being purposes related to the use of the building just mentioned), or</p> <p>(d) home contents (that is, loss of or damage to the contents of a residential building)</p> <p>(but this item (home contents) does not cover insurance in respect of specified home contents only)</p> <p>whether or not the cover is limited or restricted in any way.</p>	<p>Note: For the detailed requirements for some of these, see clause 6</p>	
		<p>3.5.2 Payment of excesses or deductibles on claims under policies covered by item 3.5.1.</p>	<p>You must hold all necessary authorisations to provide the insurance.</p>	
<p>4 Health</p>	<p>4.1 Ambulance services</p>	<p>4.1.1 Payments in respect of ambulance services or patient transport services, including associated services, that you provide.</p> <p>Examples:</p> <ul style="list-style-type: none"> • the Royal Flying Doctor Service. • emergency helicopter transfer services. 	<p>(1) You must hold all necessary authorisations to provide the services.</p> <p>(2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).</p> <p>The target amount must be no more than a reasonable estimate of the customer's expenditure mentioned in item 4.1.1.</p>	<p>AMB</p>

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
			Note: For the detailed requirements for some of these, see clause 6	
	4.2 Medical services and equipment	4.2.1 Payments for medical and similar services you provide. Examples: <ul style="list-style-type: none"> • medical services • dental services • optical services • hospital services • rehabilitation services provided outside a residence. 	(1) You must hold all necessary authorisations to provide the services. (2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).	MEX
		4.2.2 Payments for the purchase of medical or similar equipment that you provide. This also applies to payments in respect of lay-by arrangements for goods. Examples: <ul style="list-style-type: none"> • wheelchairs, crutches and other mobility aids • oxygen tanks. 	(1) You must hold all necessary authorisations to provide the equipment. (2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). (3) For goods, the lay-by condition applies.	
		4.2.3 Payments for purchases of any goods or services from your pharmacy.	(1) You must hold all necessary authorisations to provide the equipment. (2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).	
	4.3 Disability and community services	4.3.1 Payments for goods and services that you provide related to disability or community services.	(1) You must hold all necessary authorisations to provide the goods or services.	DCS

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
		<p>Examples:</p> <ul style="list-style-type: none"> • travel and transport • education and training programs • meal preparation • home-care services • personal allowance items • therapy services • child and family contact services • support and assistive equipment. <p>This does not include goods or services provided in connection with disability accommodation.</p>	<p>Note: For the detailed requirements for some of these, see clause 6</p> <p>(2) The deduction authority must specify an end date, no later than 6 months after the start date of the deduction authority.</p>	
4.4	Veterinary services	<p>4.4.1 Payments for veterinary services and associated goods that you have provided for a domestic pet.</p> <p>4.4.2 Payments in respect of a deposit for costs and fees of providing these services and goods.</p> <p>Note: This means that you cannot use Centrepay for payments in advance of providing the goods or services (except deposits).</p>	<p>(1) You must hold all necessary authorisations to provide the services.</p> <p>(2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises).</p> <p>The target amount must be no more than a reasonable estimate of the customer's expenditure mentioned in item 4.4.1.</p> <p>(3) The amount to be deducted from any of the customer's Centrelink payments in respect of this item must not be more than \$50.</p>	VET
5	Household	<p>5.1 Homecare and trade services</p> <p>5.1.1 Payments for in home-care services that you provide in a residence.</p> <p>Examples:</p>	<p>(1) You must hold all necessary authorisations to provide the services.</p>	HCS

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
			Note: For the detailed requirements for some of these, see clause 6	
		<ul style="list-style-type: none"> • domiciliary care services • rehabilitation services provided in a residence. 	(2) The deduction authority must specify an end date, no later than 6 months after the start date of the deduction authority.	
		5.1.2 Payments for “Meals on Wheels” or similar services that you provide.	(1) You must provide the service on a “not for profit” basis. (2) You must be a member of Meals on Wheels Australia. (3) You must hold all necessary authorisations to provide the services. (4) The deduction authority must specify an end date, no later than 6 months after the start date of the deduction authority.	
		5.1.3 Payments for trade services you provide in a residence Examples: <ul style="list-style-type: none"> • electrical services • technical services • plumbing services • gardening services • property maintenance services • pest control services • installation and servicing of home security devices • installation and servicing of technical aids to improve mobility of residents in the residence 	(1) You must hold all necessary authorisations to provide the services. (2) The deduction authority must specify an end date, no later than 6 months after the start date of the deduction authority.	

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
		<ul style="list-style-type: none"> construction of structural and other modifications to the residence to improve residents' mobility. 		
	5.2 Provision of food: remote and very remote areas	5.2.1 Payments for food and personal items you provide	<p>Note: For the detailed requirements for some of these, see clause 6</p> <ol style="list-style-type: none"> The food and items must be provided from a retail community store, but not from a store that primarily provides meat or meat products. You must hold all necessary authorisations to operate the community store. The store must be in remote or very remote area. The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). 	
6 Legal and related expenditures	6.1 Court fines	<p>6.1.1 Payments in respect of a fine or penalty imposed by a court.</p> <p>6.1.2 Payments in respect of any other amount that a court has ordered be paid in respect of an offence, including amounts by way of compensation to a victim of the offence and amounts ordered in respect of court or other costs.</p>	<ol style="list-style-type: none"> You must be another Commonwealth agency, a State or Territory or an agency of a State or Territory. The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). The target amount must be no more than the amount payable as ordered by the court. 	CRT
	6.2 Infringements	<p>6.2.1 Payments under a scheme of a kind generally described as an infringement or penalty notice scheme established by a written law.</p> <p>Examples:</p> <ul style="list-style-type: none"> speeding infringement notices parking infringement notices. 	<ol style="list-style-type: none"> You must be another Commonwealth agency, a State or Territory or an agency of a State or Territory. The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). The target amount must be no more than the amount of the penalty or payment. 	CTI

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
	6.3 Legal services	<p>6.3.1 Payments for legal services you have provided:</p> <ul style="list-style-type: none"> (a) under legal aid arrangements (however described) or (b) at reduced or discounted rates. <p>6.3.2 Payments in respect of a deposit for costs and fees of providing these services.</p> <p>Note: This means that you cannot use Centrepay for payments in advance of providing the services (except deposits).</p>	<p>Note: For the detailed requirements for some of these, see clause 6</p> <ul style="list-style-type: none"> (1) You must hold all necessary authorisations to provide the services. (2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). <p>The target amount must be no more than the estimate you provided to the customer on your engagement.</p>	LAF
7 Transport services	7.1 Transport services	<p>7.1.1 Payments for travel or transport services you have provided.</p> <p>Examples:</p> <ul style="list-style-type: none"> • travel for “return to country” • general transportation costs. <p>Examples that are not covered:</p> <ul style="list-style-type: none"> • storage of goods • removals services. <hr/> <p>7.1.2 Payments in respect of a deposit for costs and fees of providing these services.</p> <p>Note: This means that you cannot use Centrepay for payments in advance of providing the services (except deposits).</p>	<ul style="list-style-type: none"> (1) You must hold all necessary authorisations to provide the services. (2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). <hr/> <ul style="list-style-type: none"> (1) You must hold all necessary authorisations to provide the services. (2) The deduction authority must specify a target amount (the maximum amount of the deductions that it authorises). 	TVL

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
			Note: For the detailed requirements for some of these, see clause 6	
			(3) For item 7.1.2 — the customer's account so far as it is referable to this item must not have a positive balance of more than the fortnightly deduction amount x 6.	
8 Utilities	8.1 Council services	8.1.1 Payments in respect of: (a) rates that you impose or (b) charges that you impose, under a written law, for local government services that you provide. Examples: <ul style="list-style-type: none">• land rates• sewerage charges• charges for services.	You must be: (a) the Australian Capital Territory Administration or (b) a local government authority of a State or the Northern Territory.	LRD
	8.2 Electricity	8.2.1 Payments for a service you provide to connect a residence to an electricity grid.	(1) You must hold all necessary authorisations to provide the service. (2) You must provide the service as a business.	ELE
		8.2.2 Payments to you for electricity supplied to a residence.	(1) If you are the supplier of the electricity to the residence: (a) you must hold all necessary authorisations to provide the electricity and (b) you must supply the electricity as a business. (2) If you are not the supplier of the electricity to the residence you must be engaged by the supplier of the electricity to arrange for and manage the supply. (3) You must hold all necessary authorisations to arrange and manage the supply.	

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions Note: For the detailed requirements for some of these, see clause 6	Code
	8.4 Gas	8.4.1 Payments for a service you provide to connect a residence to a gas supply. 8.4.2 Payments to you for gas supplied to a residence.	(1) You must hold all necessary authorisations to provide the service. (2) You must provide the service as a business. (1) If you are the supplier of the gas to the residence: (a) you must hold all necessary authorisations to provide the gas and (b) you must supply the gas as a business. (2) If you are not the supplier of the gas to the residence: (a) you must be engaged by the supplier of the gas to arrange for and manage the supply of gas to the residence and (b) you must hold all necessary authorisations to arrange and manage the supply.	GAS
	8.5 Tele-communications	8.5.1 Payments for telecommunication services that you provide. Examples: <ul style="list-style-type: none"> • fixed telephone lines • mobile telephone services • internet services • data services. 8.5.2 Payments for telecommunication services where you arrange for the provision of the telecommunication services from a third party provider.	(1) You must hold all necessary authorisations to provide the service. (2) You must provide the services as a business. (1) You must hold all necessary authorisations to arrange for the provision of the services. (2) You must arrange for the provision of the services as a business.	TEL

Column 1 Centrepay category	Column 2 Service reason	Column 3 Description of payments	Column 4 Specific conditions	Code
	8.6 Water	8.6.1 Payments for a service you provide to connect a residence to a water supply.	<p>Note: For the detailed requirements for some of these, see clause 6</p> <p>(1) You must hold all necessary authorisations to provide the service.</p> <p>(2) You must provide the service as a business.</p>	WAT
		8.6.2 Payments to you for water supplied to a residence.	<p>(1) If you are the supplier of the water to the residence:</p> <p>(a) you must hold all necessary authorisations to provide the water and</p> <p>(b) you must supply the water as a business.</p> <p>(2) If you are not the supplier of the water to the residence:</p> <p>(a) you must be engaged by the supplier of the water:</p> <p>(i) to arrange for and manage the supply of water to the residence or</p> <p>(ii) to manage billing on its behalf and</p> <p>(b) you must hold all necessary authorisations to arrange and manage the supply or manage the billing (as applicable).</p>	

Schedule 2 Kinds of payments you can't use Centrepay for

1	Accommodation	Payments relating to holiday accommodation.
2	Brokers	Payments to an intermediary who does not provide approved goods or services directly to customers but who arranges transactions for the provision of approved goods or services from businesses to customers.
3	Excluded goods and services	<p>Payments for the provision by you of any of the following:</p> <ul style="list-style-type: none"> (a) alcohol, where the provision of alcohol requires an authorisation under a law of a State or Territory that relates to the supply of intoxicating liquor (b) tobacco products (c) e-cigarette products (vapes) or accessories for them (except when dispensed or prescribed by a registered pharmacist or registered medical practitioner) (d) pornographic material, that is: <ul style="list-style-type: none"> (i) publications classified, or that would be classified, Category 2 restricted or RC (ii) films classified, or that would be classified, R 18+, X 18+ or RC (iii) computer games classified, or that would be classified, R 18+ or RC <p style="margin-left: 20px;">under the <i>Classification (Publications, Films and Computer Games) Act 1995</i></p> (e) gambling products and services (f) sex services, that is, the provision by a person of services that involve the person participating in sexual activity with another person in return for payment or reward (g) gift cards and gift vouchers (h) homebrew products (i) firearm, firearm accessories, firearm parts, firearm magazines, ammunition or a component of ammunition, or an imitation of any of them (j) knives, including Swiss army knives, flick knives, box-cutters and bayonets (k) offensive weapons or items that can be used as offensive weapons <ul style="list-style-type: none"> Examples: machetes, daggers, butterfly knives, knuckle knives, swords, nunchakus, knuckle-dusters, shanghaies, blow guns, capsicum spray, slingshots, weighted or studded gloves, throwing stars and catapults. (l) mobile phones, tablets and laptops (m) photographic services.
4	Certain debt repayments	<ul style="list-style-type: none"> (a) Payments by way of: <ul style="list-style-type: none"> (i) repayment of principal or

		<p>(ii) payment of interest or costs in respect of short-term loan arrangements with cash lenders, payday lenders, pawnbrokers or “buy now pay later” providers</p> <p>(b) Payments in respect of credit card debts or credit card fees</p> <p>(c) Payments to debt collection agents that charge fees for collection of the debt (whether or not to the debtor or the creditor).</p>
5	Hampers	Payments under a lay-by arrangement or “instalments through payment plan” arrangement, where you primarily trade in hamper style goods.
6	Payment arrangements	Payments to you under arrangements for the rental, hire or lease of goods (however the arrangements are described).
7	Insurance	<p>Payments to you of premiums or other amounts in respect of:</p> <p>(a) income protection insurance policies</p> <p>(b) funeral insurance plans</p> <p>(c) life insurance policies, that is, life policies as defined in the <i>Life Insurance Act 1950</i></p> <p>whether or not you are the insurer or an agent of the insurer (such as a broker or a loss assessor).</p>
8	Travel and transport	<p>(a) Payments to you in respect of vehicle leasing arrangements (whether or not you are the lessor of the vehicle)</p> <p>(b) Payments to you for taxi services or hire cars that you provide.</p>
9	Unsolicited goods and services	Payments to you in respect of goods or services provided to a customer that are unsolicited goods or services as defined in section 2 of the Australian Consumer Law.

Schedule 3 Form of deduction authority

Centrepay Deduction Authority for businesses

DO NOT return this form to Services Australia. Please return this completed form to the business.

Centrepay is a voluntary service that's free for people who get Centrelink payments (**customers**). It is a service that allows customers to authorise deductions from their Centrelink payments and pay them to nominated businesses or other organisations.

Use this form if you want a business to arrange a new deduction for you or change or suspend an existing deduction.

The business will give you a handout with important information about Centrepay. Read it before you fill in this form.

Instructions:

If you want a business to arrange a **new deduction** for you:

- fill in Part A (customer's details)
- if you are the customer's representative, fill in Part B (customer's representative details (if relevant))
- fill in Part C (details of a new deduction)
- read Part D (request, declarations and consents) and, if you agree, sign and date it
- give the completed form to the business, who will lodge it for you

PART A – Customer details			
Customer's family name		Customer's given name(s)	
<input type="text"/>		<input type="text"/>	
Customer's date of birth	Customer's phone number	Customer's Centrelink Customer Reference Number (CRN)	
<input type="text"/> / <input type="text"/> / <input type="text"/>	(<input type="text"/>) <input type="text"/>	<input type="text"/>	<input type="text"/>
Customer's email:			
<input type="text"/>			
Customer's account identifier with the business:			
<input type="text"/>			

PART B – Customer's representative	
Use this if the person filling out the deduction authority is the customer's representative. Otherwise, leave this Part blank.	
Are you an authorised customer representative for the customer and completing this form on their behalf?	
Yes <input type="checkbox"/>	No <input type="checkbox"/> ** If you select no, the customer will need to fill the form out.
Representative's family name	Representative's given name(s)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Representative's date of birth	Representative's phone number	Representative's Centrelink Customer Reference Number (CRN) (if applicable)
/ /	()	
		Representative's email address:

PART C – TO START a new deduction

What Centrelink payment do you want the deduction to be taken from?

E.g. Pension, Jobseeker Payment

When do you want the deductions to start?

Next available payment date

OR

A future payment date

 / /

What amount do you want deducted each fortnight?

The minimum amount for most Centrepay deductions is \$10 / fortnight.

 \$

When do you want the deductions to stop?

The information sheet will tell you whether you must nominate an end date or a target amount. There are caps on target amounts, set out in the information sheet.

You **cannot** nominate both a target amount and an end date: only one of these is allowed. You can nominate a target amount or an end date if you don't have to.

Services Australia will contact you to let you know your target amount or end date has been reached and your deductions will stop

Specify a target amount

(deductions will continue until they reach \$2 less than the **target amount** or this Centrepay deduction is suspended or cancelled)

OR

Specify an end date

(deductions will continue until the **end date** is reached or this Centrepay deduction is suspended or cancelled before the end date)

OR

Specify that this deduction will be ongoing (no target amount or end date - only allowed for utilities, accommodation, special interest loans and insurance policies)

PART D – Request, declarations and consents

Read the Centrepay deduction information sheet the business has given you. Then read this Part F and, if you agree, sign this form in the space below.

I **request** the Secretary to make deductions from instalments of the social security payment listed in this form payable to me (or, if I am a customer's representative, the customer), as set out in this deduction authority, and to pay the amounts to the business or organisation identified in Part E and **consents** to the Secretary doing these things.

I **acknowledge** that the business identified below:

- has given me a copy of the Centrepay deduction information sheet
- has given me other options for how to pay, and that using Centrepay is my own choice
- has told me:
 - that I can change, suspend or cancel the deduction authority at any time, and how to do that
 - whether the deduction authority has to have an end date or a target amount (and any cap on a target amount)
 - that I have the right to have positive balances in my account with the business paid to me on demand and
 - where I can find more information about Centrepay
- has told me that it can reduce, suspend or cancel this deduction authority in some circumstances.

I **agree** to tell the business within 2 weeks if my contact details change.

All of the information about the customer, and about me, in this form is accurate and complete.

I **consent** to the business using and disclosing my personal information that it has for the purpose of:

- administering the Centrepay deduction arrangement under this deduction authority

- carrying out its contract with Services Australia in relation to Centrepay.
- I consent to** Services Australia using and disclosing my personal information that it has, for the purpose of administering the Centrepay deduction arrangement under this deduction authority. Without limiting that, I consent to Services Australia giving the business nominated below details of my nominated bank account (where my Centrelink payments are paid) if:
- I am entitled to a refund from the business and
 - the business has told Services Australia it has been unable to contact me to arrange the refund and asks Services Australia for help in getting the refund to me.
- I understand that:**
- if I transfer to another eligible Centrelink payment in the future, my deductions under this deduction authority will continue
 - if I stop using the business nominated below, I may also need to advise Centrelink to stop my previous deduction

Your Signature

Date

 / /

PART E – FOR BUSINESS USE ONLY

Business details

Business' name:

Business' CRN

Business' phone number

Business trading name (if applicable)

Business' email address

By lodging this form, the business **declares** that:

- the information about the business in this form is accurate and complete
- the details in the form comply with any conditions applicable under the business' Centrepay contract, including conditions set out in the business' approval letter
- it has taken reasonable steps to ensure that the information in the form about the customer, the customer's representative (if applicable) and the deduction authority is accurate and complete
- the details in this form were provided willingly by the customer, and no sections were pre-filled (except for this Part G, which may be pre-filled), or filled in after the customer's signature was obtained.
- the customer's identity was checked and confirmed.

Identifier of staff member receiving form:

Date:

 / /

Note: Lodging deduction authority forms that do not meet these requirements criteria is a breach of your Centrepay contract.

Centrepay Deductions - Information for customers

Centrepay is a voluntary bill-paying service that is free for customers. It's a service where customers authorise regular deductions from their Centrelink payments.

If you are experiencing financial hardship, there are free services available to assist you. Find out more by visiting the National Debt Helpline at:

ndh.org.au or call 1800 007 007

You can start, change or cancel a deduction yourself at any time, in any of the following ways:

- using myGov
- using the Express Plus Centrelink App
- by calling us on your regular payment line
- at a service centre with help from our staff

You can also ask the business to set up or change the deductions for you. To do this you will have to fill out a Centrepay Deduction Authority form (given to you by the business) and provide your consent. You can take the form away to get help filling it out, for example from your local financial counselling service. **The business is not allowed to fill the form out for you.**

What you should know about using Centrepay:

- using Centrepay is your choice and it is your responsibility to make sure Centrepay is working for you.
- Centrepay is a voluntary method of payment, and the business must always offer other options to pay, such as with a bank card or BPay (different businesses will have different options).
- Centrepay is free to use, and the business must not charge you a fee to use Centrepay as a payment option.
- If you are considering using Centrepay for Court Fines or Legal Infringements, you may be entitled to other payment options such as community service, reduced fee or fee waiver arrangements. The business must tell you if this is the case. To find out more about whether these options apply to you see: [to be confirmed]

To use Centrepay, you should be informed of the following:

- that you have other options for how to pay, and that using Centrepay is your own choice
- that the business has provided you with a copy of this Centrepay deduction information sheet
- that the business may reduce, cancel or suspend your deduction if your account is in credit above an allowable limit
- the business may refund your Centrepay deduction amounts in excess of this amount
- that you will update the business with any changes to contact details as soon as possible
- most Centrepay service reasons (the type of good or service you are receiving) require either a target amount or an end date to be used.
 - Target amounts are used so that a deduction automatically stops when the target amount has been reached.
 - End dates are used so that a deduction automatically stops when that end date has been reached.
- if you are using Centrepay for accommodation, utilities, special interest loans or insurance, target amounts, and end dates are not required. You can still choose to use these on your deduction if you prefer. If you do not set a target amount or an end date it will mean that your deduction will remain ongoing unless you cancel it.

If you have a complaint about Centrepay, you can:

- visit servicesaustralia.gov.au/centrepay-feedback-and-complaints
- call us on your regular payment line
- call our Feedback and Complaints line on 1800 132 468
- visit us in person at one of our service centres
- contact your local Financial Counsellor or Legal Service

Making a complaint will never affect your ability to use Centrepay now or in the future

For more information about Centrepay, see servicesaustralia.gov.au/centrepay, call your regular payment line or visit a Service Centre.

Schedule 4 Transition

1 Application

This Schedule applies despite the changes made to the TOU and to your Centrepay contract in or about July 2025 (the **2025 reform changes**).

2 Certain deduction authorities continue to have effect

- (a) If:
- (i) a deduction authority for your Centrepay contract is in force immediately before the 2025 reform changes to your Centrepay contract commence and
 - (ii) under the contract as changed by the 2025 reform changes, the deduction authority would not be effective, or would be modified
- the validity and effect of the deduction authority is not affected by the 2025 reform changes.
- (b) Subject to this Schedule, clause 2(a) stops having effect on 30 June 2026.

Note: Deduction authorities affected by this clause include deduction authorities where the goods or services are covered by the following business categories or service reasons (as applied before the 2025 reform changes took effect):

- Household Goods Lease and Rental (WGS)
- Basic Household Items (CFW)
- Social and Recreational Commitments (SOR)
- Employment Expenses (TOT)
- Funeral Expenses (FBF)
- Savings (SAV)
- Food Provisions (PFR) (except to the extent they are covered by Schedule 1 item 5.2 (remote and very remote areas)).

3 Phase-in arrangements

3.1 Additional special conditions

If the 2025 reform changes to your Centrepay contract result in an additional special condition being required in respect of a particular kind of payment, the change commences on July 2025.

However, if a deduction authority under your Centrepay contract is in force when the 2025 reform changes commence:

- (a) you must change the deduction authority to include the additional special condition but
- (b) you must do this no later than 30 November 2025.

3.2 Extension of time for certain obligations

Despite the other provisions of your Centrepay contracts, the time by which you must comply with the following provisions is 1 September 2025 or a later time we agree with you in special circumstances:

- (a) clauses 8.3 and 9.3 (oral deduction authority forms and cancellation notices)
- (b) clauses 13.1 and 13.2(b) (incorrect payments)
- (c) clause 18.1(a) to (h) (complaints)
- (d) clause 33 (trade marks and promotional material).

3.3 Extensions and exemptions may be given

We can, either of our own motion or by agreement with you, extend the time by which you must comply with:

- (a) Part B (deduction authorities)
- (b) clause 18.2 or both (privacy complaints)
- (c) clause 20 (record keeping).

3.4 Where customers have to stop deductions before amounts fully paid off

If, because of the 2025 reform changes to your Centrepay contract, a customer who owes you money in respect of approved goods or services does not or cannot continue to use Centrepay to make the payment, you must take reasonable steps to help the customer make alternative satisfactory arrangements about the matter. The alternative arrangements must not involve undue financial hardship to the customer. This does not require you to waive any of the amounts owing.

3.5 Where customers cease with positive balances

If:

- (a) because of the 2025 reform changes, you are no longer able to receive payments in respect of goods or services of a particular kind and
- (b) a customer to or for whom goods or services of that kind were being provided has a positive account balance

you must take all reasonable steps to contact the customer and refund the amount to the customer.

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