

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Batavia Coast Butchery

**Where are you located?**

WA

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Food Provision (non-remote)

**3. How would the removal of the Service Reason/s affect you, or your business?**

Our business provides food services in a regional town of Western Australia. Our Customers use Centrepay as a budgeting tool to ensure food provision for their families. Over 80% of our sales are made up from Centrepay deductions. The removal of food provision as a Centrepay deduction would drastically impact our customers and our sales, potentially resulting in the closure of our business. We have been providing this service for 7 years and the community has come to rely on our business to provide basic food essentials. Although our business name indicates we are a Butchery, we have expanded our business to provide bread, milk, eggs, flour, cereal, pasta, rice and other food products as needed to suit our customers needs. Given our location in regional WA, we have many remote communities and people from remote and very remote

areas in the surrounds of our town who utilise Centrepay deductions in our store, purchasing in bulk before heading back out of town.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

As a Food provision service in a non-remote area our business is set to be removed from Centrepay. The fact that we sell meat also seems to exclude us from any further opportunity to provide a service with centrepay. We will be unable to start new deductions at the start of this financial year and a year beyond that may have to close our store given the majority of our customers utilise Centrepay as their primary payment in our store.

**Are there any other considerations or suggestions you would like to put forward to better support customers?**

We understand the need for reform to ensure businesses are adhering to the guidelines and providing the services they claim to. We have been audited by Centrepay multiple times over the 7 years of providing this as a payment option and have always made the necessary changes and met the requirements to ensure we can continue to provide this service. We have upgraded equipment in our business including our point of sale to ensure better record keeping and keep up with our increased customer base. We feel this would be a terrible loss to the people using food provision services with Centrelink, especially to those families who use it to ensure food is provided for their families. Basic food provision should remain regardless of where people live within our country. Centrepay is used as a budgeting tool by so many of our customers to ensure their bills and basics are covered. Removing food, removes an essential life provision from people who potentially need the service the most.

**Do you have any further feedback on the proposed reforms?**

Food is a basic life essential and the removal of Food provision from Centrepay will greatly impact the people who use Centrepay in our business to provide basic food essentials for their families. This will have a knock-on effect and will greatly impact our business sales negatively. Surely food provision can be re-assessed and reformed to include businesses who are doing the right thing and provide a legitimate service to their customers. Our business would gladly make changes to adhere to new standards and requirements should food provision remain.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

MAKALU FASHION

**Where are you located?**

NT

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

Yes

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Basic Household Items

**3. How would the removal of the Service Reason/s affect you, or your business?**

My business has been approved for Centrepay for the past 18 months. During this time, my shop has been broken into four times, resulting in physical damage and theft. I have also experienced physical assault by minors on one occasion, as well as multiple attempts of violence from drunk customers. I can provide CCTV footage if required. Shoplifting is a frequent issue as well.

As my business is small, selling only clothing and footwear, it heavily relies on Centrepay. Without this service, it will be extremely difficult for a business like mine to continue operating. If the removal of basic household items from Centrepay happens in July, the only viable option left will be to close the business permanently.

I acknowledge that customers frequently visit shops that offer Centrepay and make purchases. I agree that this has resulted in a significant amount of money being spent on basic household items. To address this issue, I propose the following recommendations to prevent businesses like mine from facing permanent closure:

Cap the deduction amount for businesses: The deduction amount for all businesses should be immediately restricted to \$50 per fortnight, similar to how the target cap was set to \$250.

Enhance Services Australia's website functionality: The IT team at Services Australia should customize the website to ensure that if a customer has already set up a \$50 deduction for basic household items in one shop, they should not be able to set up a deduction with another business until the current deduction ceases. This will prevent businesses from engaging in aggressive competition, where customers are simply drawn to shops offering cheaper prices, potentially leading to market instability.

List of goods sold by businesses: Services Australia should require businesses to provide a list of goods they are selling and inform them if certain items are not eligible for Centrepay. This will prevent businesses from attracting customers by selling unnecessary varieties of goods to gain more customers, ensuring a fair and balanced market for all.

In my area, there is a business that was previously using Centrepay but has now withdrawn from it. Instead, they are using their internal credit system to offer goods to customers. This business is likely to become dominant, potentially driving small businesses like mine to permanent closure. Such a scenario could lead to a monopoly in the market, which would result in higher prices for customers and unfair competition for smaller shops.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Do you have any suggestions in relation to business obligations?**

Since English is my second language, I may not fully understand the question, but my business is willing to accept any strict regulations that help prevent customers from financial abuse.

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

No

**Will this have an impact on you or your business?**

Regarding Centrepay, overpayment is highly unlikely in my business. Occasionally, I set up a deduction of \$250.00, and if a customer makes a purchase of \$245.00, I may, though rarely, forget to adjust the target amount. In such cases, my system creates store credit for the customer, which can be applied to their next purchase. I have never encountered issues with large amounts, only minor discrepancies of \$5.00 to \$10.00. However, in Income Management, I have noticed such discrepancies and always contact Income Management immediately to cease the deduction. I have refunded the amount through the Income Management Recovery Team on several occasions. Therefore, there are no issues with incorrect payments in my business.

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

If basic household items are removed from Centrepay, it will be impossible for my business to continue operating, and it will inevitably lead to permanent closure.

**Are there any other considerations or suggestions you would like to put forward to better support customers?**

I propose the following recommendations to prevent businesses like mine from facing permanent closure:

Cap the deduction amount for businesses: The deduction amount for all businesses should be immediately restricted to \$50 per fortnight, similar to how the target cap was set to \$250.

Enhance Services Australia's website functionality: The IT team at Services Australia should customize the website to ensure that if a customer has already set up a \$50 deduction for basic household items in one shop, they should not be able to set up a deduction with another business until the current deduction ceases. This will prevent businesses from engaging in aggressive competition, where customers are simply drawn to shops offering cheaper prices, potentially leading to market instability.

List of goods sold by businesses: Services Australia should require businesses to provide a list of goods they are selling and inform them if certain items are not eligible for Centrepay. This will prevent businesses from attracting customers by selling unnecessary varieties of goods to gain more customers, ensuring a fair and balanced market for all.

If this change is implemented, a customer would not be able to spend more than \$1300 on basic household items in one year, including all the shops they visit. However, it is highly unlikely that a customer would make another purchase immediately after paying off a previous deduction. Additionally, customers are unlikely to shop at only one business; they are likely to visit multiple shops. As a result, no single business will be able to receive a large amount of money from a single customer, as has happened in the past.

Therefore, if one business takes around \$300 per customer per year, it is less likely to lead customers into financial crisis, allowing the business to survive and continue operating. Similarly, businesses will no longer be attracted to this field, as such restrictions will enable them to survive but prevent them from exploiting the system to make money as they did before.

However, I can proudly say that I have never misused this system.

**Do you have any further feedback on the proposed reforms?**

As I have already mentioned in my previous responses, basic household items should not be removed, but strict rules should continue to apply. This includes capping the maximum deduction amount at \$50 and preventing customers from setting up deductions across multiple stores at the same time. Rather than completely stopping the service immediately, I request that the duration be extended for another year to assess the impact on customers.

These changes will benefit businesses to survive from permanent closure. Shops that sell at higher prices will either need to lower their prices to remain competitive or will be forced to close. No single large business will dominate the market by offering goods on credit through their internal system.



**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Ti Tree Farm Garden

**Where are you located?**

NT

**How would you describe the area you live?**

Remote

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Provision of Food: remote and very remote community stores

**How would the introduction of mandatory conditions affect you, or your business?**

Introducing mandatory target amounts (the maximum amount of the deductions that it authorises) to deductions made under the 'Food Provision (remote and very remote community stores)' Service Reason.

Customers that sets up a regular payment to buy groceries weekly from our store does not currently have a "target amount" as it is for weekly food/ groceries. If this is mandatory, then we need to set up new deductions weekly or monthly or basically when the target is reached every time.

Customers will be frustrated when they come to do their weekly grocery shopping and then find out there is no funds because the target amount was reached and no deduction took place.

Then it is on the phone to Centrelink to transfer funds to store as they came a long way to do the shopping and in many of these cases they do not have a basic card available hence the reason why they set up deductions.

For people that is not good with systems and procedures MORE rules and engagements with Centrelink will be frustrating for them and for us.

If customers would like this deductions to continue with no end date or target amount and you provide no option for this, what will your reason be for taking this option away from them?

**Would the proposed changes to the excluded expenses impact you or your business?**

Yes

**How would the proposed changes to excluded expenses impact you, or your business?**

If products are not harmful why exclude it? Mobile phones is an "essential" item in remote areas for so many reasons let alone contacting Centrelink. What is the logic behind excluding such an essential item for customers daily use from them purchasing it?

Public phones is not available on the scale it was before mobile phones, how will customers be able to contact 000 if they have an emergency in their health or Centrelink to talk about the only income source they have to buy food?

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Borinya

**Where are you located?**

VIC

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

Yes

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Education expenses

**How would the introduction of mandatory conditions affect you, or your business?**

Some student parents like to continue there payments until they tell us to stop

**Are there any other conditions or suggestions to further support customers using Centrepay?**

Our parents of students like that I can add the centrepay payments to there account for them as some do not have enough knowledge to do this

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Are there any other changes that could help better protect customers?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

No

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

City of Playford

**Where are you located?**

SA

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

Yes

**How would the introduction of mandatory conditions affect you, or your business?**

We are a Local Government Council- we have many of our ratepayers paying ongoing deductions that pay their council rates-which may include ongoing rates and arrears- if they have arrears. We don't set up deductions with an end date or with a target amount as council rates are an ongoing charge. We do however annually review our centrepay deductions to make sure if they customer needs to adjust their payments, we make contact and let them know. I can't see utilities as a service reason- so I assume that these two requirements may not impact ongoing council rates.

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

We don't currently use a Deduction Form, any Centrepay Deductions our rates team set up over the phone, with the customer listening to a phone recording authority script (script provided by Centrelink/Services Aust). The customer then agrees verbally and we store the call recording in a confidential electronic records folder for audit purposes. I would assume that as part of any changes to the form that our Authority Script will need to be updated with information provided by Centrelink/ Services Aust. Just mentioning that most of these clients call us as they are not able to access a centrelink office, may not have the internet, or may not be computer literate, and many experiencing financial hardship and may be elderly.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Are there any other changes that could help better protect and support customers?**

Council rates are a legislated charge on the property and therefore on the sale of a property all rates are paid by the conveyancer. We therefore do not have any arrears once the property has changed ownership. On occasion we do however have credit balance we may have to refund to the previous owner, and also occasionally where the previous owner forgets to stop their Centrepay, we will stop the centrepay deductions



and then facilitate a refund. Occasionally we may not be able to get a hold of the previous owner and I then contact centrelink to return funds to them.

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

Yes

**How would these impact you or your business?**

We would need to ensure that we are continuing to self-manage our compliance. We were audited last year by Services Aust and that was a learning curve, but helpful in making sure that we are meeting the requirements to comply.

**Do you have any suggestions in relation to business obligations?**

A couple of points last year from when we were audited, I was unaware of the change of name to Services Australia-I did not recall being advised- so now I try to check the website regularly to make sure we don't miss anything like this- including ensuring our auth script is correct. Maybe a regular Newsletter to business service users regarding anything we need to be made aware of? Any new updates or reminders?

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

No

**Will this have an impact on you or your business?**

We are already actively reviewing credit balances, and where the customer is paying too much- contacting them to advise we should adjust their deduction and sometimes cancelling their deduction. The main issue we have is when we have ratepayers paying too much and we have no contact details, and they are not responding to letters we send asking for them to contact us and stop or reduce their payments. Sometimes they have set up the deduction themselves and have not provided us with an authority script.

**Will this have an impact on you or your business?**

No

**Do you have any suggested improvements you would like to provide about your obligations and rights with respect to incorrect payments?**

In our Auth script it says we can stop a centrepay deduction if they are no longer using our service. It would be good to be able to stop their deduction where they have a large credit balance and contact options have been exhausted.

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Batavia Coast Butchery

**Where are you located?**

WA

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

Prefer not to say

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

Prefer not to say

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Food Provision (non-remote)

**3. How would the removal of the Service Reason/s affect you, or your business?**

The removal of Centre Pay from our business would lead to the closure of our store. For the last 7 years we have provided over a 1000 customers with food relief when times have been bad for them, allowing them to eat where otherwise going hungry until pay day.

We have invested heavily in plant and equipment to help with a smooth customer experience and to be always up to date with there account credits.

We are a small community Butcher shop that is only 26.5km short of being classified as "remote" We service many of the surrounding remote communities with everyday Food provisions including meat, veg, bread, milk, eggs and a large grocery selection.

The REMOVAL of Food Provisions will have devastating effects on our community, With

out Centre Pay Customer will struggle to eat and return to drugs and alcohol for comfort.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

Daily customer flow relies on our Centre Pay accounts, with out it we have no business

**Are you an individual or responding on behalf of an organisation?**

Organisation

**If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Mangan Ey & Associates Pty Ltd

**Where are you located?**

SA

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

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**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

Client should be able to complete the form and provide verbal authority (without having to have that authority recorded - we are a small business and do not have access to recording a client's authority; as lawyers we can record a note of that verbal authority - the same requirement that is allowed for Trust Money transactions).

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Do you have any further feedback on the proposed reforms?**

With respect to the Legal & Professional Services Service Category:

I am writing to propose that Centrepay please consider the inclusion of professional services ('Legal Services') to encompass matters not funded by Legal Aid and prior professional services rendered (e.g. debt collection matters).

**Are you an individual or responding on behalf of an organisation?**

Organisation

**If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

St Joseph's School, Kununurra

**Where are you located?**

WA

**How would you describe the area you live?**

Remote

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- School nutrition programs

**How would the introduction of mandatory conditions affect you, or your business?**

The proposal is for all SNP to be end-dated to the end of the school year. We have about 35 parents contributing money to SNP. If it ceases automatically at year's end, it will be very difficult to get them to recommence payments at the start of the following year. Many parents lack the initiative or the means to start payments again. We would have to transport most of them to the school so that they can use a school computer to sign up again and for a Family Liaison Officer to help them with the process. It would take weeks or months for us to get them all signed up again. In the meantime, we can't afford to feed all these children for free.

Also, many parents don't pay sufficient SNP money/fortnight to cover even a basic lunch. The advantage of having payments continue over the Christmas holidays is that it



allows them to get ahead a little, so therefore the school doesn't have to fund the shortfall.

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Are you an individual or responding on behalf of an organisation?**

Organisation

**If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Home Entertainment Express Redcliffe

**Where are you located?**

QLD

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

Yes

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Household Goods Lease and Rental

**How would the removal of the Service Reason/s affect you, or your business?**

While the immediate impact on my consumer lease business may not be substantial as most of my customers will transition to direct debit, I believe this decision will have significant and unintended consequences for many low-income families, particularly those who rely on Centrepay as a budget management tool.

As a small business that has served our local community for over 15 years, we have witnessed firsthand the vital role that Centrepay plays in helping vulnerable customers manage their household budgets. For many of these families, Centrepay offers a zero-cost, reliable, and straightforward way to make payments for essential items, such as fridges, washing machines, and other household necessities. Without this option, these individuals and families will be forced to transition to direct debit, which presents significant challenges for those with limited financial literacy, irregular income, or an inability to maintain sufficient funds in their accounts to cover automatic withdrawals.

The shift to direct debit payments for some of our long-term customers has already resulted in unintended negative consequences. Several customers have struggled with defaulted payments due to insufficient funds, leading to dishonour fees and the added

stress of managing their budgets. In some cases, we have had to transition them back to Centrepay to avoid further financial distress. While some customers can adapt to direct debits, many others cannot, which may result in their inability to access essential goods altogether.

We acknowledge that some recent regulatory changes in our industry have been beneficial for customers. However, the removal of access to Centrepay for household goods leases and rentals will disproportionately affect vulnerable members of our community, exacerbating their financial hardship and potentially denying them access to necessary items.

The issue is not only one of convenience but of financial stability for low-income families. Direct debit payments come with the risk of dishonour fees, which many of our customers cannot afford. In contrast, Centrepay offers a crucial zero-cost service that helps families avoid such fees, creating a level of financial predictability that is essential for those living paycheck to paycheck.

If this proposed change goes ahead, I am genuinely concerned that many of our loyal customers, some of whom have been with us for over a decade, will no longer be able to manage their payments and will lose access to essential household goods. This will not only have a detrimental effect on their well-being but will also increase the financial strain on an already vulnerable population.

While we understand the need for regulatory updates in the sector, we urge you to reconsider the removal of Centrepay as a payment option for household goods leases and rentals. In its current form, Centrepay provides an invaluable service to those who need it most, and eliminating it will create significant barriers to access for low-income families. We respectfully request that you consider alternative solutions that would allow us to continue providing essential household items to our customers without exacerbating their financial hardship.

Thank you for your time and consideration. We remain committed to supporting our community and hope that a more balanced approach can be found to address the needs of both businesses and vulnerable families.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

There will be some existing customers that cannot manage direct debits. These customers risk having their lease terminated and the goods returned without a means to replace them.

**Are there any other considerations or suggestions you would like to put forward to better support customers?**

If there is to be a transitional phase, these customers would benefit from access to Centrepay for the duration of their lease contracts.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Rent with Style

**Where are you located?**

VIC

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Household Goods Lease and Rental
- Basic Household Items

**How would the removal of the Service Reason/s affect you, or your business?**

We would like to formally request that we be allowed to continue collecting payments from customers under their existing agreements until the end of their contractual terms, regardless of any temporary interruptions or cancellations.

In many cases, customers cancel payments for short-term reasons—such as needing money for a birthday, emergency, or temporary cash flow issues. They are usually happy to restart the payment shortly after, once they're able. However, under the current reform or system, once a payment is cancelled, Center Pay does not allow us or the customer to restart the payment through the platform.

some Customers often say, we don't keep money in bank account " Once the cancellation happens, recovering the remaining payments becomes almost impossible—especially since they already have the item.

please

Allow flexibility to pause and restart payments when customers face genuine, temporary difficulties through Center Pay until the end of existing agreements.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Are there any other changes that could help better protect customers?**

To protect both our business and our customers' access to flexible arrangements, we kindly request the following:

Allow us to continue collecting payments through Center Pay until the end of existing agreements.

Allow flexibility to pause and restart payments when customers face genuine, temporary difficulties.

We believe this approach supports responsible payment management while reducing unnecessary losses. We appreciate your consideration and are happy to discuss further if needed.

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

In many cases, customers cancel payments for short-term reasons—such as needing money for a birthday, emergency, or temporary cash flow issues. They are usually happy to restart the payment shortly after, once they're able. However, under the current reform or system, once a payment is cancelled, Center Pay does not allow us or the customer to restart the payment through the platform.

This creates a serious issue. Once the cancellation happens, recovering the remaining payments becomes almost impossible—especially since they already have the item.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Arnhem Essentials Pty Ltd

**Where are you located?**

NT

**How would you describe the area you live?**

Very remote

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

Yes

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Basic Household Items

**How would the removal of the Service Reason/s affect you, or your business?**

Having lived in Nhulunbuy for the past five years and having started my own business in November 2023, I believe the proposal to remove Centrepay for basic household items will have a direct impact on the residents of Nhulunbuy and surrounding communities, as well as on local businesses.

Nhulunbuy serves as a business hub for people from Elcho Island, Groote Eylandt, Gapuwiyak, Ramingining, and other nearby communities. For the residents of Nhulunbuy, the closest large town is Katherine, a 10-hour drive on unsealed roads on dry season and the road is closed for months in wet season, and Darwin, which is an hour flight costing between \$500 to \$900 one way. Due to the remoteness of this town, small businesses selling basic household items play a vital role in supporting the local population.

Removing Centrepay may lead to an increase in break-ins and shoplifting as customers will lack the funds to purchase essential items.



**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Are there any other changes that could help better protect customers?**

I have few suggestions which will protect customers and they will be able to use the Centrepay services as well:

- Maintain a deduction limit of \$50.
- At present businesses cannot set up deduction of more than \$250, similarly they should not be able to set up deductions of more than \$50.
- If the customer has deduction set up at \$30 at one shop, the other business should be able to set up only \$20 deduction for the customer. If the customer has deduction set up at \$50 at one shop, the other shop should not be able to set up deductions at all. Or allow customers to set deductions for basic household items at only one place at any given time. This would prevent customers from setting multiple deductions across different businesses.

These measures would help prevent misuse of Centrepay by businesses. Customers will be spending only \$50 fortnightly for their basic household needs. I would recommend Services Australia to trial above proposal for a year or 6 months rather than removing Centrepay completely.

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Are there any other changes that could help better protect customers?**

Services Australia Should Audit Businesses at least once in a year for the price of goods. Some businesses misuse Centrepay and hike the price of their goods.

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Do you have any further feedback on the proposed reforms?**

For businesses like ours, Centrepay plays an integral role in maintaining a stable customer base and ensuring smooth transactions. Its convenience and accessibility have allowed us to serve a diverse range of customers who would face significant difficulties without it. The removal of this payment option could result in reduced sales and ultimately threaten the viability of our business. Additionally, the administrative burden of seeking alternative payment arrangements could increase costs for both businesses and customers.

By maintaining Centrepay for essential items, you would support small businesses, promote fairness, and ensure that all Australians, regardless of financial circumstances can access the goods they need without undue hardship. I think businesses should be given opportunity with much needed reforms rather than completely removing Centrepay.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Cowell Electric Supply Pty Ltd

**Where are you located?**

SA

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

We are currently approved for verbal consent and had our own form and verbal consent script approved by Centrelink in 2022 following Centrelink removing their form a number of years ago.

Are you able to provide any information whether it is the intention for the proposed form to be mandatory in Centrelink's format or whether businesses can continue to use their own form as long as it has all the information required? We use our own form for both our verbal consent customers and for customers to complete and return to us however I can't remember the last time someone requested to have one sent out to them.

We are also interested in whether there will be a draft verbal script (it appears verbal is referred to as oral in the draft T&C's) or whether we will need to submit a new script for Centrelink to approve.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

The form states:

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

However there is no reference on the form about change or suspension. The old Centrelink form had sections for this and the form we currently use incorporates these choices also. Will the draft form be amended to include these options?

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

How is it anticipated this will this work with Oral deductions?

Part A – Customer details – suggest remove the brackets from the customer phone number. Majority of our customers have mobile numbers.

Part D - refers to the Secretary. Suggest Business representative approved by Centrelink or more appropriate wording.

We notice in the draft that the customer gives consent for Services Australia giving the business their bank account details for refunds. There doesn't appear to be any reference to this anywhere else. Is this something Centrelink are proposing to be implemented?

As mentioned above in 8.3 we currently have a section of our form for verbal script read and recorded by and approved by, is this something that could be added into this form or will a separate form be required specifically for verbal/oral consent?

Centrepay Deductions – Information for customers

Wording The business is not allowed to fill the form out for you.

Does this mean a separate form will have to be used for verbal/oral consent?

We currently issue new post payment customers with information regarding payment options and Centrepay is listed as one of these. Will it be possible for us to issue the Centrepay Deductions – Information for customers with this payment option information so that customers get a chance to read and comprehend it prior to contacting us about setting up a Centrepay deduction?

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

Yes

**How will the proposed changes to accommodation arrears impact you or your business?**

At present if there are not enough funds in the customer's payment, as an electricity provider we may only receive a portion of the Centrepay Deduction. If customers are no longer able to use Centrepay for accommodation arrears this may result in us receiving a full payment for their electricity.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

Yes

**How will the proposed changes to payments for final utilities bills impact you or your business?**

Unsure of the intention of the above statement:

The agency is proposing to allow the use of Centrepay for final utilities bills, which may be issued after a customer has moved out and has stopped receiving services. To ensure easier management of these payments, the changes would also allow individuals to voluntarily establish new Centrepay deductions to pay for utilities arrears.

suggests a requirement to establish a new Centrepay deduction to pay off a final account. This is not mentioned in 9.6.

Is it the intention that customers have to set up a new deduction to cover the final account portion of their bill?

This would be an additional burden on our customers who are disadvantaged and from remote regions of the state and experience communication difficulties.

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

Yes

**How would these impact you or your business?**

providing customers with account statements showing Centrepay transactions and amounts

17.1 Can this please be clarified? Is it the intention that a physical receipt is to be provided to the customer for each payment received through Centrelink? While we have these records that can be provided upon request, we provide utilities and not goods. Unsure what the intention of this clause is?

20.2 Unsure whether some of the requirements in this clause are relevant due to being an electricity provider our post payment customers have one account per property. There may be one or more people contributing to that account on an ongoing basis.

Our Prescribed prepayment customers pay in advance for their power and don't receive a bill as such however their payments are recorded on our metering system and details

are kept in a customer relations management system.

We have nearly 400 Centrepay customers at present. The requirement to provide each Centrepay customer with account statements would create a huge workload that as a small business would be difficult to resource.

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No, we currently have processes in place that address this.

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**With regards to Centrepay Terms of Use at PART F - Complaints, do you have any additional feedback you would like to provide the agency?**

We already comply with AS 10002-2022: Guidelines for complaint management in organizations.

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Do you have any further feedback on the proposed reforms?**

Cowell Electric has 2 distinct sets of customers that utilise Centrepay as a way to pay their electricity bills.

We have post pay customers that are billed quarterly for the electricity they use and then we have prescribed prepayment customers that it is mandatory for them to pay for their electricity under a prepayment system. We must comply with strict requirements placed on us for our prescribed prepayment customers in regards to hardship and self-disconnection.

Our customers are predominantly Aboriginal and live in remote communities with language, communication and comprehension difficulties. We work closely with customers setting up their verbal consent deduction and following up customers experiencing hardship.

The majority of our customers are from the APY Lands Aboriginal Communities where communication and resources are limited. Verbal consent is utilised with these customers however the script that is required by Centrelink is very wordy and difficult for this group of customers to understand.

Some of the difficulties we experience are that we have 3 BRN so it is preferred that we set up a customer's deduction to prevent the customer selecting the wrong BRN and fund going to the wrong area.

We have customers who are unable to manage their own finances and not notifying when they are vacating premises and also not providing updated contact details or responding to contact.

We would welcome some consultation about being able to suspend Centrepay payments via the CBOS rather than having to call Centrelink.

## Terms Of Use

### 8.3 Oral deduction authorities

(b) (i) requires a deduction authority form to be completed at the direction of the customer however the Information for Customers included with the draft form clearly states “the business is not allowed to fill out the form for you”

(b) (iv) requires noting the oral consent on the completed deduction authority. We currently use our own form that has been approved by Centrelink with this information already on it. Will we be able to use our own form for our oral deduction authorities as long as it has been approved by Centrelink?

### 8.4 Will the items listed here form part of a script that is approved for use by Centrelink?

We welcome consultation and flexibility around the wording of the script to ensure it is appropriate for customers that require a simplified version and improve the verbal consent process for the customer. It is not just a case of language or communication being a barrier, it is also the comprehension by the customers of the lengthy and wordy nature of the script required by Centrelink. Perhaps this is something Centrelink could provide education around to its customers instead of businesses having to read as part of the already lengthy verbal consent script.

We note that reference to Australian Privacy Legislation is not part of the draft deduction authority or information however we are required to reference this in our current Centrepay Verbal Consent Script. If it is required to reference Australian Privacy Legislation perhaps Centrelink could provide ongoing education to its customers around their understanding of it and how it comes into play with Centrepay deductions.

We are currently approved for verbal consent and had our own form and verbal consent script approved by Centrelink in 2022 following Centrelink removing their form a number of years ago.

Are you able to provide any information whether it is the intention for the proposed form to be mandatory in Centrelink’s format or whether businesses can continue to use their own form as long as it has all the information required? We use our own form for both our verbal consent customers and for customers to complete and return to us however I can’t remember the last time someone requested to have one sent out to them.

We are also interested in whether there will be a draft verbal script (it appears verbal is referred to as oral in the draft T&C’s) or whether we will need to submit a new script for Centrelink to approve.

### Centrepay Deductions – Information for customers

Wording The business is not allowed to fill the form out for you.

Does this mean a separate form will have to be used for verbal/oral consent?

We currently issue new post payment customers with information regarding payment options and Centrepay is listed as one of these. Will it be possible for us to issue the Centrepay Deductions – Information for customers with this payment option information so that customers get a chance to read and comprehend it prior to contacting us about setting up a Centrepay deduction?

We also issue our new customers with information about their account, complaints handling process, access to concessions, Hardship Support, Life Support factsheet etc.

As part of our Centrelink registration we include training to existing and new staff about the Centrelink User Guidelines, Hardship and Complaints Handling.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Calvary Christian College

**Where are you located?**

QLD

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

Yes

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Child Care services
- Education expenses

**How would the introduction of mandatory conditions affect you, or your business?**

As a K-12 College providing childcare services and education services, it is our position that these expenses are ongoing for the duration of that a child is enrolled with the College. As a service to assist our customers, and to keep payments lower and more manageable for the customer's fortnightly household budget, we encourage payment of childcare & school fees to be made consistently for 52 weeks of the year, rather than paying a higher amount for 38 weeks of the school year - which is likely to be more of a strain on the household budget of low income earners. In addition, we have found that it is difficult to get customers using Centrepay to set up or change their payment amounts as required to cover their fees. Therefore, to assist customers in not accruing a debt, and putting low income earners in a worse financial position, we find that if they select to pay an ongoing payment amount for the duration their child is enrolled on an



ongoing basis, this assists in ensuring their fees are always paid and customers don't end up with an outstanding debt.

**Are there any other conditions or suggestions to further support customers using Centrepay?**

We believe childcare and education expenses are not the same as a traffic fine or a veterinary bill for example, which is a one-off fixed amount. Childcare and Education expenses are an ongoing amount for the duration a child is enrolled - which can be up to 15 years in total. Therefore childcare and education expenses should not have to be subject to customers selecting a target amount or end date - unless the target amount or end date can take into account a potential 15 year commitment. If not, then instituting a target amount or end date for childcare or educational expenses would require a lot of follow-up and administration from the businesses to ensure that each customer reinstates their Centrepay payments each year, and it would also be a nuisance on the part of the customer, when they could potentially continue their payments until such time as the child is no longer enrolled and their fees owing are paid. A target amount or end date for childcare or education expenses could potentially put customers in a worse financial position by falling behind on fees payments, accruing debt, and requiring higher fortnightly payments, if customers don't update their payments as required. It would also put pressure on the childcare and educational businesses that rely on fee payments being paid in order to continue operations.

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

Yes

**How will the new business approval process affect you, or your business?**

Will we have to reapply for Centrepay services again within these additional control measures - even though we have been a registered Centrepay business for more than 10 years, already hold all the necessary authorisations and have been using the service with integrity and within the Centrelink guidelines all this time?

**Are there any other changes that could help better protect customers?**

Agree that businesses that apply to be a Centrepay provider must have the relevant authorisations and be able to prove this, however there should be a way for businesses that are already Centrepay providers to be able to just be checked on this matter - rather than having to go through the whole process all over again. For businesses already registered for Centrepay, the current Centrepay services & approval of the business should not be disrupted for customers during any checking process, or even if businesses are made to reapply - as this could cause the customer to accrue debt and become in a worse financial position. Centrepay services & approval of the business should only be disrupted if a business is found to not have the relevant authorisations, after robust investigation.

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

Would our current customers have to complete a mandatory Deduction Authority form or would they be allowed to continue under their current arrangement?

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

We welcome the use of a standardised mandatory Deduction Authority form once again, as we believe this will help protect customers and will have all their rights and responsibilities detailed on the form.

However, in Part D of the form, we don't believe it is practicable for the business to 'tell customers' of their rights in relation to Centrepay, as a lot of communication to customers these days is via email, or by leaving a voice message or text. Businesses should only be responsible to provide the information sheet. Customers should be responsible to read the information for themselves and agree to the terms and conditions of their own volition. Businesses should be available to answer any questions or provide clarification if there appears to be confusion or uncertainty on behalf of the customer. Part D should ask customers if the business has provided the information sheet, and that they have read and understood the dot points thereafter.

Part D - Who or what is the 'Secretary'? This is not defined or specified, and means the customer will be agreeing to something they don't understand.

Part C - When do you want the deductions to stop? - to make this more clear - there should be tick boxes above each of the 3 options, and a \$ in front of the box for the target amount, and \_\_\_ / \_\_\_ / \_\_\_ in the box for the end date, and no box under the option to continue ongoing payments or at least instructions on what specific word should be written in that box if continuing payments.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Are there any other changes that could help better protect and support customers?**

We believe customers should be able to use Centrepay to pay any bills in arrears. This will improve their payment record across the board for all types of services, thereby ensuring customers will have continued access to all types of services, with businesses having more security of knowing that arrears are able to be paid via Centrepay. When arrears are not able to be paid by Centrepay, access to services is likely to be cut off more quickly by businesses once fees begin to go into arrears, as there is no security of having fees recouped, or businesses are less likely to offer the convenient option of

Centrepay to customers, because of the risk of not being able to recoup arrears through this payment method.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Are there any other changes that could help better protect and support customers?**

See previous comments regarding: accommodation arrears

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

Yes

**How would these impact you or your business?**

PART G - 20.2 - Customer Accounts - As a College, children are usually enrolled under both parents' names. As such their fees account is set up in both names as per legal parental responsibilities and contract law. Therefore it is not always practicable to have a separate account only in the name of the Centrepay customer. As these are usually joint accounts, we also believe the customer's CRN should therefore remain confidential and should not be on the customer account. Also, deduction authorities aren't always available to be kept on file as customers may set up or change deductions themselves online. We invoice the annual school fees at the beginning of each year, and believe the nature of the goods and services is self-evident in the billing description and on the account statement and that it is not practicable or necessary to note on each Centrepay receipt which 'service reason' the payment is for (as the business is already registered with Centrelink under that service reason) and what the 'type of services' the payment is paying for (as this is self-evident on the billing description).

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

We will only have 2 months or so to update our Centrepay processes to have proposed changes and updates operational by 1 July 2025.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Victoria Park Youth Accommodation

**Where are you located?**

WA

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

I would like to keep the one that I am currently using. It has been approved by Centrepay and it is only one page.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

It is too long for our service. Keeping it to one page is easier.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Home in Place

**Where are you located?**

NSW

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

The introduction of a standardised Deduction Authority form would be a welcome improvement for our organisation. It would streamline processes by providing consistency across all Centrepay transactions, reducing ambiguity and administrative burden. A uniform form would also enhance transparency for clients, ensuring they better understand their rights and obligations. This consistency would support compliance with internal policies and regulatory requirements, while improving the overall client experience.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

We suggest that the section titled “When do you want the deduction to stop” be reviewed and reformatted to improve clarity. As currently drafted, the options are ambiguous and may confuse customers regarding what information they are required to provide. The form appears to allow selection of either a target amount or an end date, but it omits clear guidance on how to select the “ongoing payments” option. It is also unclear what a client should write in this field—whether it is an amount, text, or simply a tick.

To ensure clarity and reduce incorrect or incomplete submissions, we recommend restructuring this section as follows:

- Option 1: Specify a Target Amount  
I request that this deduction of \$[ ] continue until a total of \$[ ] is reached.
- Option 2: Specify an End Date  
I request that this deduction of \$[ ] continue until [ / / ].
- Option 3: Ongoing Payments  
I request that this deduction of \$[ ] continue on an ongoing basis.

Clear instructions should also be included advising that only one of these options may be selected.

Additionally, the draft form currently omits the required consent wording for electronic signatures, as outlined in the Procedural Guidelines for Businesses (v6). Specifically, the form should include the following declarations when signed electronically:

- I confirm that the electronic signature in this consent represents my signature.
- I consent to signing the form electronically and I confirm that my signature is legally binding.

We recommend that this wording be incorporated into the final mandatory form template to ensure compliance and consistency with procedural requirements.

**Having reviewed Clause 9.6 (You must cancel customers’ deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

Yes

**How will the proposed changes to accommodation arrears impact you or your business?**

If Clause 9.6 permits deductions to continue after a customer has vacated, specifically to finalise outstanding accommodation arrears debts (under Schedule 1, category 1 which applies to our Organisation), this could have a positive impact on our operations. It would enable more effective recovery of final account balances and reduce the need for more resource-intensive debt recovery processes.

Importantly, allowing ex-customers to continue using Centrepay to repay outstanding debts can also benefit them directly. For those seeking to be re-housed under Social and Affordable Housing eligibility guidelines, demonstrating active efforts to resolve previous debts may support their future housing applications and reduce barriers to entry.

However, we recommend further clarification around how long deductions may continue post-vacation, and the requirements for customer consent, to ensure consistent application in line with Centrepay obligations.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

Yes

**How will the proposed changes to payments for final utilities bills impact you or your business?**

If Clause 9.6 permits deductions to continue after a customer has vacated, specifically to finalise outstanding utility debts (under Schedule 1, 8 which applies to our Organisation), this could have a positive impact on our operations. It would enable more effective recovery of final account balances and reduce the need for more resource-intensive debt recovery processes.

Importantly, allowing ex-customers to continue using Centrepay to repay outstanding debts can also benefit them directly. For those seeking to be re-housed under Social and Affordable Housing eligibility guidelines, demonstrating active efforts to resolve previous debts may support their future housing applications and reduce barriers to entry.

However, we recommend further clarification around how long deductions may continue post-vacation, and the requirements for customer consent, to ensure consistent application in line with Centrepay obligations.

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**



Yes - To ensure full compliance, our organisation would implement a formal process document and supporting internal policy that aligns with the requirements set out in the revised Terms of Use. This will ensure that any incorrect payments are identified, reported, and rectified in a consistent and transparent manner.

**Will this have an impact on you or your business?**

Yes

**How will you be affected?**

The impact on our business would be minimal, as we already maintain strong financial controls. The introduction of a formalised process specific to this clause would be a natural extension of our existing compliance framework.

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

Yes

**How would this impact you or your business?**

To ensure full compliance with the updated requirements, we would review and update our existing complaints handling process documents and policy to align with the Centrepay Terms of Use. This would help ensure consistency in managing complaints and meeting expectations regarding timeframes, transparency, and accessibility for clients using Centrepay.

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

The impact on our business would be minimal. We will be required to adopt the mandatory Deduction Authority form, replacing our current internal forms, and deliver a targeted staff training package to support the transition. Additionally, we will need to update our internal process and policy documents ahead of the rollout.

However, completing these updates may be challenging until all formal guidance and documentation are released by Services Australia. Clear and timely provision of finalised materials will be essential to support a smooth and compliant transition.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Housing Plus

**Where are you located?**

NSW

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

Prefer not to say

**Are you an Aboriginal or Torres Strait Islander Australian?**

Prefer not to say

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

Prefer not to say

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

The proposed changes will put our tenants at a disadvantage and put them at risk of increased arrears as they will now need to increase their payments themselves or provide a new written authority at a minimum of twice a year when rent reviews are completed. Any other increases or changes in their payment amounts will also need to have a new form. This may include court ordered payments. We are unable to record verbal or visual consents with our current systems. A number of our tenants are elderly or have a disability that prevents easy access to either Centrelink offices or to our office. A number of our tenants do not have internet or the capacity to access the app. We also have a number of tenants who are under a Trustee and Guardian (TAG) order which would further delay any changes in payment due to the time it can take for TAG to respond to correspondence.

It will take time to get tenants and occupants into the office to sign them form or to post it to the property and have them return the form completed correctly. This may impact on the start time for the payment change which may put a tenant into arrears.

At the commencement of a tenancy, tenants and any additional occupants sign our consent form which has consent to set up a deduction, changes to the Centrepay deduction when rent is reviewed, consent to advise Centrelink of their changes to rent amounts and give us permission to download their income confirmation statement.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

Our current form also can give us authority to download an income confirmation statement and allow us to automatically use the electronic verification of rent to Centrelink for Commonwealth Rent Assistance. Under the reforms tenants will need to complete 2 forms.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Are there any other changes that could help better protect customers?**

The ability to stop a tenant from changing or cancelling their rent and or rent and arrears payments to prevent the risk of homelessness.

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

This will need additional resources to return any unallocated money to Centrelink after investigation and reporting.

**Will this have an impact on you or your business?**

Yes

**How will you be affected?**

Need more staffing hours.

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Do you have any further feedback on the proposed reforms?**

The proposed reform where the tenant must sign a new form for any changes that they are unable to make themselves will impact on their housing and rent arrears. We can currently assist them with changing their payments with a verbal request which is recorded in writing in our system.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

EnergyAustralia

**Where are you located?**

VIC

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

The draft Terms of Use allows for an 'oral deduction authority', which is the preference of EnergyAustralia as this is a process more likely to be completed than a written and physically 'wet ink' signed manual deduction authority.

However, the draft Terms of Use has references to written components in (9.3.d) and (9.5) which do not align with the option of an oral authority.

EnergyAustralia questions why 9.3.d would require a written request for an oral authority, and propose this instead refers to noting an oral authority when lodging the arrangement (whether via the Centrepay portal or via the written deduction authority).

Furthermore, we request that 9.5 is amended to remove the need for an authorised or contact officer to sign a written record of any amendment we lodge in the Centrelink portal. We believe that require a written record, and a physical signature, will significantly increase the time to handle these transactions, and the internal process of energy retailers are already designed to record this information (digitally) and have the appropriate oversight over the process.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

Yes

**How will you be affected?**

The identification of incorrect payments will require a technology solution to ensure a compliant process, the proposed timeframe of 1 September 2025 is not reasonable for a technology solution.

Additionally, incorrect payments that are the result of an error made by Centrepay (either incorrectly entering the CRN or retailer ABN, or an incorrect amount) shouldn't be the responsibility of the energy retailer to identify. This imposes all the risk on the energy retailer for something that was caused by Services Australia.

Furthermore, if we are to notify customers regarding the error, Services Australia should

produce a template outlining how the error (where it is the fault of an error by Services Australia) has occurred. From a customer satisfaction perspective it is unlikely that a customer will accept this information coming from their retailer without something from Services Australia or some way to contact Services Australia to verify.

Finally, there isn't an existing process for returning incorrect funds to Services Australia. A process should be developed to ensure that any identified incorrect funds can be returned to Services Australia within the appropriate timeframes.

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

Yes

**How would this impact you or your business?**

We agree that there should be a clear process for customers to records their complaints for any failing regarding their Centrepay arrangement. We believe that most retailer complaint handling processes can accommodate the need to specify Centrepay as a complaint reason.

However, we do not support are concerned that the timeframes required to provide information to Services Australia as excessive. We propose the 5-business day timeframe is extended to 10-business days. This will align with the expectations of the AER and the Ombudsman schemes, and would reduce the unnecessary risk imposed on retailers.

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

The timeframes to make these changes are not achievable. EnergyAustralia has ~1.2 million customers, a large portion of which have a Centrepay arrangement. To ensure we achieve the objectives and are compliant with the obligations, we will need to develop tech solutions. This is not achievable by 1 September 2025.

We were only alerted of the changes with the release of the draft determination, with most of the changes in the Terms of Use and Policy for Business not advised in the earlier stage of the consultation.

There is significant regulatory reform underway in the energy industry and it is disappointing that Services Australia did not consult with energy retailers on the proposed requirements, as we could have provided suitable timeframes to achieve the requirements. We request the implementation timeframes for changes to any communication (complaint handling process) be extended to 30 November 2025 and for the changes to incorrect payments be extended to 1 July 2026 (this will allow time for Services Australia to develop the appropriate templates for any incorrect payments caused by Services Australia error) and for retailers to develop robust technical solutions for identifying incorrect payments.

**Do you have any further feedback on the proposed reforms?**

We urge Services Australia to consider the changes we have proposed, the suggestions are presented to ensure that energy retailers can provide the appropriate solutions as soon as possible while ensuring we remain compliant with the obligations.



**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

St Vincent De Paul Society Queensland

**Where are you located?**

QLD

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Employment Expenses
- Funeral Expenses

**3. How would the removal of the Service Reason/s affect you, or your business?**

Employment Expenses

Tools of trade such as lawn mowers and whipper snippers are important and legitimate employment expenses for Centrelink recipients and small businesses. This service reason should be retained or these types of work-related equipment included in another service reason such as education.

Funeral expenses

Loans for individual and families, particularly indigenous individuals and families for funeral expenses helps cover funeral services at a time of high emotional need.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

Yes

**How would the proposed changes to excluded expenses impact you, or your business?**

Mobile phones, laptops and tablets are critical items that support education outcomes for individuals and families. These items are typically at a cost above immediate financial reach. Retaining these items for educational purposes as an expense would ensure low-income individuals/families participation in education programs including school is not adversely impacted.

The funding of these items through no interest loans and should also be retained.

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

Yes

**How would the changes to fees affect you or your business?**

The waiver of the transaction fee for no interest loans is supported.

There are potentially other areas that could be considered for a transaction fee waiver to ensure vulnerable individuals are not adversely impacted.

We would welcome further discussion on this issue.

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

Yes

**How will the proposed changes to accommodation arrears impact you or your business?**

The change to enable individuals to pay for accommodation arrears is supported. This provides protection and support for vulnerable individuals and aligns with the Society's organisational values.

Review and potential changes to internal processes to ensure compliance and protection of vulnerable may be required.

**Are there any other changes that could help better protect and support customers?**

It will be important to support this change with a range of communications and access /authority processes that recognise different individual levels of financial literacy as well as individual differences in access and use of technology.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

Yes

**How will the proposed changes to payments for final utilities bills impact you or your business?**

Changes to enable people to exercise their right to make changes to the deductions at any time is supported.

Review and potential changes to internal processes to ensure compliance and protection of vulnerable may be required.

**Are there any other changes that could help better protect and support customers?**

It will be important to support this change with a range of communications and access /authority processes that recognise different individual levels of financial literacy as well as individual differences in access and use of technology.

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

Yes

**How would these impact you or your business?**

Review and potential changes to internal processes to ensure ongoing compliance may be required.

**Do you have any suggestions in relation to business obligations?**

Critical to support changes with proactive and timely communication to allow sufficient time to make and embed any internal changes to meet new compliance requirements.

**Are there any other changes that could help better protect customers?**

Businesses require view access to current user lists to ensure accurate and appropriate actions can and has been taken to remove and add users.

The current manual process requires businesses to request access via email to Services Australia. This results in delays of sometimes up to 3 weeks to be able to verify current users.

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

No

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

Yes

**How would this impact you or your business?**

The requirement for a minimum Centrepay complaint policy and/or procedure is supported.

A review of the Society's complaint policy and procedure will be conducted to ensure compliance and alignment.

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

Critical to support changes with proactive and timely communication to allow sufficient time to make and embed any internal changes to meet new compliance requirements.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

MAKALU FASHION

**Where are you located?**

NT

**How would you describe the area you live?**

Regional city or town

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

Yes

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Basic Household Items

**How would the removal of the Service Reason/s affect you, or your business?**

It would not be possible to continue operating the business if Centrepay is removed.  
Most likely, the business would have to close permanently.

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Are there any other changes that could help better protect customers?**

If Centrepay is discontinued for small businesses like mine, many will be forced to close immediately.

Before target amount restrictions were introduced, Centrepay was a vehicle for many businesses to generate income more easily.

The introduction of the \$250.00 target amount restriction has helped reduce financial abuse toward customers; however, it is not a complete solution and further reforms are still needed.

The main issue is that customers can request businesses to deduct large amounts, such as \$125 per fortnight. Additionally, a single customer can shop at multiple stores simultaneously, which undermines the creation of a competitive market. My recommendation is to restrict the deduction amount to \$50 per fortnight and prevent customers from shopping at multiple stores at the same time. This would address these issues and allow businesses to survive, though they would no longer be able to earn income as easily as they do now.

The Services Australia website should be customized to notify businesses when a customer has an ongoing deduction at another store. This would prevent the business from setting up a new deduction amount for the same customer, ensuring that customers will not experience financial abuse.

If this change is implemented, businesses using Centrepay for basic household items will be forced to lower their prices by 30% immediately to remain competitive. This will eliminate price fixing and introduce price-beat strategies, ultimately benefiting customers by making cheaper prices more accessible.

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Do you have any further feedback on the proposed reforms?**

Restricting the target amount to \$50.00 per fortnight and preventing customers from shopping at multiple stores simultaneously would enable businesses to continue operating while ensuring customers benefit from cheaper goods.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Bolton Clarke

**Where are you located?**

NSW

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**



We are currently using a self-developed Deduction Authority Form that has been approved by Centrepay Agent. It requires change management for our 88 residential aged care homes, 46 retirement living sites and at home support clients, if the self-developed Deduction Authority cannot be used.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

It would be great if the Deduction Authority form could have all content on one page, which would be easier for customers and staff members working on site to follow.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Do you have any further feedback on the proposed reforms?**

A platform is needed to enable aged care providers to process refunds to Centrelink for deceased residents without families, in cases of overpayment. Currently, we submit unclaimed funds to the state revenue department.

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Housing Choices Australia Ltd

**Where are you located?**

WA

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

Yes

**If so, which Service Reason/s?**

- Home care and trade services

**How would the introduction of mandatory conditions affect you, or your business?**

It is unclear how the reforms seek to deal with payments from Community Housing tenants in relation to costs incurred by the tenant for property damages or property alterations required for liveability by the tenant, as many Community Housing tenants are unable to pay these amounts to a zero balance within the 6-month period currently specified in the draft Terms of Use.

**Are there any other conditions or suggestions to further support customers using Centrepay?**

Clear payment categories for payments associated with Community Housing tenancy costs other than rent and loans.

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

Yes

**How would the changes to fees affect you or your business?**

It is currently unclear if the reforms will allow parts of payments to be coded separately to allow for payments to be allocated correctly to customer accounts using a single deduction. This could result in several separate transactions being required from an individual each payment period (ie: rent, water, property damage, arrears, electricity, etc). If each transaction is required separately for a Social Housing portfolio this could create a substantial cost impact for the Community Housing Provider.

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

There is a significant need for payment breakdown and appropriate coding to be included on the form for Community Housing customers to allow for the correct allocation of the deduction amount, to include rent, rent arrears, property damage, water, etc. This ensures that customers monies are correctly allocated and applied to their accounts. The removal of the ability to split the payment may create increased administrative burden for Community Housing Providers and customers.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

Yes

**How will the proposed changes to accommodation arrears impact you or your business?**

This change is very welcome and will have a significant positive impact on our business as a Community Housing Provider to allow for customers to meet their obligations and continue to access housing opportunities

**Are there any other changes that could help better protect and support customers?**

This should be extended to allow for other non-rent debt incurred during the provision of accommodation services to include property damage costs and assist customers to meet their obligations and continue to access housing opportunities.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

Yes

**How will the proposed changes to payments for final utilities bills impact you or your business?**

This change is very welcome and will have a significant positive impact on our business to allow for customers to meet their obligations and continue to access housing opportunities

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Do you have any suggestions in relation to business obligations?**

Clarity is required regarding the use of electronic signatures for Centrepay deduction authorities. The use of this technology is greatly needed by customers to provide access to services that support them that they may not otherwise be able to achieve due to location, transport or disability concerns.

Training provision in Centrepay use by businesses provided by Services Australia and compliance with Terms of Use of Online Business Services would be a welcome addition from Services Australia to ensure that businesses are engaging with the systems correctly and taking responsibility to ensure that their representatives have received correct instruction on use.

Auditing ability for authorised officers of businesses to monitor use of Online Business Services by its representatives and ensure compliance with Terms of Use rather than waiting for potential issues to be identified during Services Australia audits

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Do you have any suggested improvements you would like to provide about your obligations and rights with respect to incorrect payments?**

Clear coding and ability to itemise parts of the deduction to ensure correct allocation of payment amounts against the customers accounts as previously mentioned

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

No

**Are there any other considerations or suggestions you would like to put forward to better support customers?**

Timely and responsive access to Centrepay support agents during any transition to support the implementation of updated processes and to provide guidance if additional clarifications are required regarding payments and responsibilities.

**Do you have any further feedback on the proposed reforms?**

We appreciate the opportunity from Services Australia to provide feedback on the proposed reforms.

We would be keen to understand and receive clarification on:  
Whether Multiple Consent forms that include Centrepay Deduction authority will remain permissible following the reforms.

Clarification of the use of Utilities codes for payments to Community Housing Providers for water and electricity where invoiced through the Community Housing Provider.

Clarification on the use of Household codes for payment for property damage costs to Community Housing Providers

Clarification on the ability to increase rent payments following income-based rent reviews as these can be impacted by the household composition and therefore are not directly aligned to CPI

Inclusion of the ability to define amounts on the deduction authority with different codes to ensure correct allocation of monies and reduce the number of transactions required

Training provision in Centrepay use by businesses provided by Services Australia and compliance with Terms of Use of Online Business Services would be a welcome addition from Services Australia to ensure that businesses are engaging with the systems correctly and taking responsibility to ensure that their representatives have received correct instruction on use.

Definitive guidelines from Services Australia on where and when electronic signatures can be used for customer authorisation of deductions and other online services.

Auditing ability for authorised officers of businesses to monitor use of Online Business Services by its representatives and ensure compliance with Terms of Use rather than waiting for potential issues to be identified during Services Australia audits

**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Centrepay Registered Business

**What is the name of your business or organisation?**

Red Energy

**Where are you located?**

VIC

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Would you like to provide any feedback on the proposed fees?**

Yes

**How would the changes to fees affect you or your business?**

The fee is due to increase 100%, we are unable to fathom how this can be justified as ultimately, any increases results in higher operating costs that are ultimately borne by end us customers.

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

Yes

**How would the introduction of the mandatory Deduction Authority form affect you, or your business?**

We conduct our consent through verbal, explicit informed consent (EIC). While we can continue with an oral authority. The forms will require a process creation to manage and store the forms.

**Do you have any feedback on the draft mandatory Deduction Authority form?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

Yes

**How will the proposed changes to payments for final utilities bills impact you or your business?**

This is a positive impact as it allows for the centrepay to continue until the balance has reached \$0. This is a benefit for both customers and utility retailers, as they do not need to come up with another form of payment for finalised accounts.

**Are there any other changes that could help better protect and support customers?**

M/A

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

Yes

**How will you be affected?**

Needing to notify SA about every incorrect payment. Currently, we notify after the event has occurred and been rectified.

**Do you have any suggested improvements you would like to provide about your obligations and rights with respect to incorrect payments?**

Red and Lumo suggest to notify after we've had the deduction stop and then arranging refund rather than everytime we receive an incorrect payment.

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 'Transition' impact you or your business?**

Yes

**How does it impact you or your business?**

July 2025 is simply not enough time to implement the required process and system changes. Generally, we require 12 months from a final determination being released and a go-live date. This current timeframe would allow less than 2 months.

**Are there any other considerations or suggestions you would like to put forward to better support customers?**

Services Australia should be pushing back the go-live date to allow businesses enough time to implement the required changes.

**Do you have any further feedback on the proposed reforms?**

Red and Lumo commend Services Australia on their approach to this reform as it realigns with the purpose of Centrepay and ensures customers are protected.



**Are you an individual or responding on behalf of an organisation?**

Organisation

**4. If responding on behalf of an organisation, are you an:**

Advocate

**What is the name of your business or organisation?**

JFA Purple Orange

**Where are you located?**

SA

**How would you describe the area you live?**

Major city

**Are you a person with disability?**

No

**Are you an Aboriginal or Torres Strait Islander Australian?**

No

**Are you from a Culturally and Linguistically Diverse (CALD) background?**

No

**Are you a Centrepay customer?**

No

**Would the removal of one or more of these Service Reasons impact you, or your business?**

No

**Would the introduction of proposed mandatory conditions (such as target amounts or end dates), set out in Schedule 1 of the draft Centrepay Terms of Use, impact you, or your business?**

No

**Would the proposed changes to the excluded expenses impact you or your business?**

No

**Having reviewed the new Business application form and Centrepay Policy for Business, will the additional requirements proposed by the agency have an impact on you, or your business?**

No

**Are there any other changes that could help better protect customers?**

According to article 12 (5) of the Convention on the Rights of Persons with Disabilities, Parties to the Convention must take measures to ensure the equal right of people with disability to control their own financial affairs. Approximately 44% of Australians with a disability receive some form of government payments, according to the Australian Institute of Health and Welfare , so Centrepay, if carefully and appropriately regulated, is one mechanism for empowering people with disability to maintain financial choice and control. Our organisation's perspective on choice and control is informed by a model called Citizenhood. We believe that this model offers a valuable lens when

determining how to protect customers' financial decision-making rights. As such, the next section briefly introduces the Model of Citizenship Support. We encourage the Committee to access the full paper via our website.

The Model asserts that our life chances comprise four different, interrelated, types of assets we can call upon, termed the Four Capitals. These are: Personal Capital (how the person sees themselves, including how that is affected by how others see them; both of which are impacted by making one's own decisions); Knowledge Capital (what the person knows and can do); Material Capital (money and the tangible things in the person's life); and Social Capital (the people in the person's life).

When human rights are violated, such as when decision-making ability is taken away, the consequences can be understood in terms of the negative impact on a person's Material Capital (for example, denial/loss of access to material resources such as housing, transport, fair wages, community venues and amenities, justice mechanisms, etc). Conversely, when the right to decision making is upheld and defended, the consequences can be understood in terms of the positive impact on the person's Material Capital (for example, fair and equitable access to material resources such as housing, transport, fair wages, community venues and amenities, justice mechanisms, etc). The design of Centrepay, therefore, has important implications for customers' Material Capital. While the Draft Business Application form does introduce some welcome accountability measures, the application process could be further improved to ensure greater accessibility and inclusivity for Centrepay customers who are likely to have a diversity of access and support needs.

We support Economic Justice Australia's 2024 submission on Centrepay reform call to "[i]ncrease training and support for frontline staff to be proactive and responsive when assisting people with Centrepay issues". Businesses should be required to demonstrate its employees have received training regarding disability inclusion, cross-cultural communication, working with interpreters, and trauma-informed practice. By mandating this training, the business application process would ensure a consistent and heightened level of competence of employees, fostering a more inclusive and responsive environment.

For example, the ACCC, in their 2024 submission on Centrepay reform, identified the need for an understanding "of what constitutes a consumer's free, prior and informed consent and means by which businesses are obliged to obtain that consent in the Centrepay environment" while Economic Justice Australia stated "expressed, informed consent from the Centrepay user, should not be allowed to manage deductions on behalf of customers." The complexities associated with entering into contractual obligations with diverse populations, such as people with disability, requires standardized training of all employees to enhance inclusion, combat stigma and build understanding. Making this training mandatory ensures that employees possess the necessary skills and awareness to navigate the intricacies of diverse customers. Co-design ensures that this awareness accurately reflects the lived experiences of people with disability.

Recommendation 1: DSS should amend the Centrepay Business Application Form to add

a requirement that businesses must train their staff in disability inclusion, cross-cultural communication, working with interpreters, and trauma-informed practice.

**Would you like to provide any feedback on the proposed fees?**

No

**Would the introduction of a mandatory Deduction Authority form, set out at Centrepay Terms of Use at Schedule 3 'Form of deduction authority' impact you, or your business?**

No

**Do you have any feedback on the draft mandatory Deduction Authority form?**

Yes

**What content do you suggest is contained within the form?**

It is essential for any standard forms to be communicated in an accessible and inclusive manner. While we understand the draft mandatory Deduction Authority form, as a contract, is constrained to an extent by legal formalities, the accompanying Information for Customers form should be co-designed to ensure it is communicated in a manner which is accessible. It should also be available in Easy English and other accessible formats. While it is useful to urge customers to contact Financial Counsellors or Legal Services if they have a complaint regarding Centrepay, independent disability advocacy should also be listed as a suggested contact, as disability advocates specialise in supporting people with disability to navigate government systems.

Recommendation 2: Service Australia's Information for Customers, provided with the mandatory Deduction Authority form, should be co-designed by a diverse group which is representative of Centrepay customers, including people with disability, to ensure the information can be made available in a range of accessible and inclusive formats, such as Easy Read.

The mandatory Deduction Authority form, meanwhile, does envision the involvement of a customer's representative, but does not envision any role for supported decision making. There may be instances where a customer voluntarily appoints a customer representative to engage with Centrelink on their behalf, but this choice may have been made because of an absence of appropriate supported decision-making mechanisms. Supported decision making empowers each person to make their own decisions, upholding their autonomy, dignity, and human rights. This approach should sit at the heart of all laws, policies, and practices in a modern approach to how we protect the decision-making rights of people with disability and older Australians.

Canadian Associate Professor of Law Faisal Bhaba eloquently encapsulates the implications of stripping people living with disability of their right under article 12 of the UN Convention on the Right of People with Disabilities (UNCPRD) to make decisions:

Yielding decision making authority over one's own life, even "voluntarily," can have a profound impact on one's sense of identity, self-worth and independence. The power of decision is an essential aspect of having control over one's life. Even where the decision being made is not necessarily the correct decision, or the best among possible options, there may still be value in being free to make "bad" decisions. Indeed, there is freedom in directing one's life and there is value in having the opportunity to learn from experience.

We strongly believe that the mandatory Deduction Authority form should be amended to incorporate supported decision-making, which should be consistent with the guidance given by the UN Committee on the Rights of People with Disabilities. This explains that States often conflate the concepts of mental and legal capacity 'so that where a person is considered to have impaired decision-making skills, often because of a cognitive or psychosocial disability, his or her legal capacity to make a particular decision is consequently removed'.<sup>6</sup> The Committee clearly states:

States parties must refrain from denying People with disabilities their legal capacity and must, rather, provide People with disabilities access to the support necessary to enable them to make decisions that have legal effect. Support in the exercise of legal capacity must respect the rights, will and preferences of People with disabilities and should never amount to substitute decision-making.<sup>7</sup>

The Committee further explains that 'States parties' obligation to replace substitute decision-making regimes by supported decision-making requires both the abolition of substitute decision-making regimes and the development of supported decision-making alternatives.'<sup>8</sup>

Further, in its 2019 report on Australia ('Concluding observations on the combined second and third periodic reports of Australia'), the Committee expressed concern about the lack of progress made towards the abolishment of the guardianship system and substitute decision-making regime, recommending the following:

24. Recalling its general comment No. 1 (2014) on equal recognition before the law, the Committee recommends that the State party:

(a) Repeal any laws and policies and end practices or customs that have the purpose or effect of denying or diminishing the recognition of any person with disabilities as a person before the law;

(b) Implement a nationally consistent supported decision-making framework, as recommended in a 2014 report of the Australian Law Reform Commission entitled *Equality, Capacity and Disability in Commonwealth Laws*.

Given the above, we recommend the mandatory Deduction Authority form be amended to conform with the UNCRPD, the National Decision-Making Principles, associated guidelines developed by the Australian Law Reform Commission, and national and international best practice. For example, DSS envisions the form can be completed "at a service centre with help from our staff". In-person attendance at a service centre is an environment where supported decision-making could be facilitated. Such in-person options should align with the Robodebt Royal Commission recommendation 10.1 that such communications be sensitive to the particular circumstances of the customer cohort.

Recommendation 4: DSS should amend the mandatory Deduction Authority form to conform with the UNCRPD, the National Decision-Making Principles, associated guidelines developed by the Australian Law Reform Commission, and national and international best practice.

Recommendation 4: DSS should co-design a supported decision-making process for Centrepay customers who require decision making support to complete the mandatory

Deduction Authority form. Support for decision-making should be available at Services Australia service centres.

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use (with respect to accommodation arrears), will this have an impact on you or your business?**

No

**Having reviewed Clause 9.6 (You must cancel customers' deduction authorities in some cases) within the Centrepay Terms of Use, (with respect to final utilities bills), will this have an impact on you or your business?**

No

**Would the proposed business obligations and compliance requirements set out in the Centrepay Terms of Use have an impact on you or your business?**

No

**Do you have any suggestions in relation to business obligations?**

While strengthened business obligations are welcomed, powers to audit and enforce compliance are only meaningful if complaints processes are accessible and inclusive. Complaints must then reach auditing and compliance authorities, who are adequately resourced to investigate and act upon complaints and emerging trends within complaints. We welcome the inclusion of a central Feedback and Complaints line in the Customer Information document. Too often, though, government authorities tasked with investigating complaints, such as the NDIS Quality and Safeguards Commission, are not equipped with the resources required to adequately investigate and respond to complaints, leading to superficial box ticking rather than genuine accountability. Governments should recognise the cost-saving benefits of detecting non-compliance early and see properly funding auditing measures as an investment rather than a cost. We agree with the Law Council of Australia's recommendation, in their 2024 submission, for there to be public transparency regarding complaints, such as quarterly online reporting, as an additional accountability measure.

Recommendation 6: DSS should provide Centrepay compliance and enforcement departments with sufficient resources to appropriately and adequately investigate complaints and to initiate enforcement action when it is warranted.

Recommendation 7: DSS should publicly report data regarding calls made to Feedback and Complaints line, including action taken in response to the calls, on a quarterly basis.

**Having reviewed PART C 'Payments to you' and Clause 38 of the Centrepay Terms of Use, do you understand your obligations and rights with respect to incorrect payments?**

Yes

**Will this have an impact on you or your business?**

No

**Having read Centrepay Terms of Use at PART F - Complaints, does this impact you or your business?**

No

**With regards to Centrepay Terms of Use at PART F - Complaints, do you have any additional feedback you would like to provide the agency?**

The Commonwealth Ombudsman, in their 2024 submission to the DSS on Centrepay Reform, identified the circumstances where there may be barriers to making complaints, such as “living with disability, cultural and linguistic diversity, low literacy, experiencing domestic and family violence and living remotely”. The Redfern Legal Centre, meanwhile, submitted “[r]esources and information should be available in plain English and community languages, and in ways that are accessible to consumers with diverse communication needs, such as Easy Read resources, to ensure that consumers understand ongoing requirements. This will assist in achieving the objectives of self-management and financial empowerment”.

In the draft Services Australia Application Form for Businesses Centrepay®, Question 72 states “the applicant must have a clear, simple and easy to use complaints handling and resolution process that meets the requirement in clause 4.6 of the Centrepay Policy for Businesses”. The test of “clear, simple and easy to use” is subjective, imprecise, and does not recognise the diversity of access needs of Centrepay customers. The complaints handling and resolution process should instead be accessible, inclusive and communicated in formats which can be understood according to the needs of the customers. As Dr Ariella Meltzer, Research Fellow at the Centre for Social Impact, University of New South Wales, told the Disability Royal Commission, accessibility encompasses visual and print accessibility, web accessibility, conceptual accessibility, as well as AUSLAN and alternative and augmented communications system needs.

The Department of Social Services should identify and respond to such barriers and ensure accessible communications by co-designing the requirements for an accessible and inclusive complaints handling and resolution process, which could then be mandated in clause 4.6. By co-designing the requirements with a diverse group of Centrepay users, including people with disability, there is a much greater chance this process will meet accessibility and inclusivity requirements. Nobody understands access needs for people with disability like people living with disability themselves. Co-designing a key resource like this, and making it available to businesses, would help the businesses to improve their processes not only for people with disability, but for all applicants from diverse backgrounds.

Recommendation 8: DSS should co-design the requirements for complaints handling and resolution processes with a diverse group representative of Centrepay customers, including people with disability, to ensure such processes are accessible and inclusive.

**Does the proposed transition plan outlined in Centrepay Terms of Use at Schedule 4 ‘Transition’ impact you or your business?**

No