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| **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?**  |
|   | Hobart East RTR Pty Ltd  |
| **Where are you located?**  |
|   | TAS  |
| **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
* Basic Household Items
 |
| **3. How would the removal of the Service Reason/s affect you, or your business?**  |
|   | We are writing to express our opposition to the proposed exclusion of the "lease, hire, and rent-to-buy of household goods" service reason from Centrepay as part of the ongoing reforms. While we understand and appreciate the need for reviews to ensure alignment with Centrepay's objectives, we strongly believe this exclusion could have unintended negative consequences for vulnerable Australians.1. Essential Goods AccessibilityThe ability to lease, hire, or rent-to-buy household goods through Centrepay provides low-income families with access to essential items such as refrigerators, washing machines, and furniture—items necessary for maintaining basic living standards. Removing this service category could severely limit their ability to obtain these goods, further exacerbating financial hardship.2. Alignment with Centrepay's ObjectivesCentrepay aims to assist individuals in managing their finances responsibly by prioritizing essential expenses. Leasing or renting essential household goods aligns with this objective by enabling individuals to acquire what they need without resorting to higher-interest or predatory financing options. Excluding this category may inadvertently drive them toward less regulated or more exploitative financial arrangements, undermining the very purpose of Centrepay.3. Low Usage as an Opportunity, not a Reason for Removal.The justification of low usage does not necessarily warrant exclusion. 4. Broader Socioeconomic Impacts.Removing access to affordable leasing and rental options for household goods could lead to ripple effects, including decreased household stability, increased reliance on emergency support services, and poorer health and educational outcomes. Ensuring individuals can obtain basic household items is not merely a financial issue but a broader social responsibility.5. Financial Impact on CentrepayFrom a financial perspective, removing this service reason is a short-sighted decision. Businesses like xxxx xxx xxx alone generate over xxxxxxx annually in Centrepay transaction fees. Eliminating this revenue stream not only impacts businesses but also significantly reduces Centrepay’s financial inflow. It is important to consider the broader economic implications of this exclusion and how it might reduce Centrepay’s ability to fund and sustain other critical services.6. We Are Already Highly RegulatedBusinesses like ours operate under stringent regulations outlined by ASIC, which we have willingly accepted and adapted to. These regulations include restrictions on charges to ensure fairness and reduce the risk of financial harm to consumers. This already provides a strong framework to protect customers while ensuring ethical practices. Given the existence of such robust safeguards, it is unnecessary to impose additional restrictions that would penalize businesses providing access to essential household items. Instead, Centrepay could focus on supporting businesses that comply with these regulations and serve the community responsibly.7. Increased Financial Burden with Direct Debit FeesFrom an individual’s perspective, limiting access to businesses that operate solely via direct debit services imposes additional financial burdens. Many banks and financial institutions charge hefty processing fees for direct debit transactions—sometimes exceeding $15 per transaction. For individuals already facing financial challenges, these fees can add up significantly and further strain their budgets. In contrast, businesses approved to use Centrepay absorb all transactional fees associated with the service, ensuring that customers are not left to bear these extra costs. This distinction highlights the importance of Centrepay in protecting individuals from unnecessary financial harm, and removing access to such services contradicts this objective.RecommendationsRather than removing this service reason, we urge the Department to:• Conduct further consultations with stakeholders, including community organizations and Centrepay users, to understand the impacts of this exclusion.• Implement stricter safeguards and regulations for service providers to ensure fair practices without eliminating access to these services entirely, for example, mandatory target amounts set for each deduction.In summary, we strongly advocate for retaining the lease, hire, and rent-to-buy of household goods service category in Centrepay to continue supporting vulnerable Australians in accessing the essential goods they need for their daily lives.  |
| **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?**  |
|   | Has there been thought or forward planning put into the fact that removing Centrepay deductions for customers and some of its uses will mean that Centrelink benefit recipients who utilize Centrepay for essential household item rentals will have to pay for items via direct debit?This will mean they face Increased Financial Burden with Direct Debit Fees.From an individual’s perspective, limiting access to businesses that operate solely via direct debit services imposes additional financial burdens. Many banks and financial institutions charge hefty processing fees for direct debit transactions—sometimes exceeding $15 per transaction. For individuals already facing financial challenges, these fees can add up significantly and further strain their budgets. In contrast, businesses approved to use Centrepay absorb all transactional fees associated with the service, ensuring that customers are not left to bear these extra costs. This distinction highlights the importance of Centrepay in protecting individuals from unnecessary financial harm, and removing access to such services contradicts this objective.Currently, as a business we absorb those Centrepay transaction fees. Moving forward without access to Centrepay deduction services our customers may face transaction fees from 3rd party payment providers while trying to pay for essential household items on consumer leases.  |
| **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?**  |
|   | This would be great as a standard form for all businesses to use.  |
| **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?**  |
|   | Yes  |
| **How would these impact you or your business?**  |
|   | We have no issues with complying with Centrepays business obligations.We would also propose in regards to removing "Equipment hire and rental" from the "reasons" for Centrepay use that we would be willing to only offer Centrepay deductions for "Essential household goods" such as Fridges, washing machines, beds, lounges and any other items deemed essential items by Centrepay.We would also encourage and accept mandatory target amounts and set end dates for all new centrepay deductions setup if that meant we would still be able to utilize Centrepay as a payment method.  |
| **Are there any other changes that could help better protect customers?**  |
|   | We have no issues with complying with Centrepays business obligations.We would also propose in regards to removing "Equipment hire and rental" from the "reasons" for Centrepay use that we would be willing to only offer Centrepay deductions for "Essential household goods" such as Fridges, washing machines, beds, lounges and any other items deemed essential items by Centrepay.We would also encourage and accept mandatory target amounts and set end dates for all new centrepay deductions setup if that meant we would still be able to utilize Centrepay as a payment method.  |
| **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?**  |
|   | Mandatory for customers to keep their personal information upto date with Centrepay so if a customer was to have a positive account balance that needed refunding, the business could contact Centrepay to arrange a refund if the customer had not updated their personal details with the relevant business.  |
| **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?**  |
|   | A 12 month "Transition period" is not adequate to help customers with this large change in how they manage their own money. Many of our customer are on between 1-3 year consumer lease agreements and have paid their old agreements via centrepay for many years. Would it not be easier to have existing agreements signed prior to the July 1 2025 cut off date able to continue until they have finalised their original contract end date. (No later than June 30 2028)This would give clarity to customers using Centrepay deductions to pay for "Equipment hire or rental items" that any new consumer leases provided after July 1st 2025 would have to be paid under a direct debit system.We understand the need for a transition period but do feel that a 12 month transition period seems extremely rushed and could mean customers resorting to direct debit repayments sooner which is a much less successful payment method as the timing of transactions differ and transactions fail if for any reason funds are not available when the debit is attempted. This then means a customer is charged a missed payment fee from the third party debit taking company, completely separate to any xxxx xxx xxx related late payment fee. Many customers are also unaware of the current changes you are making to Centrepay and how they can spend their benefits. It would be great if these changes are going to be approved in their current format if Centrepay could make more of an effort to gather information from Centrelink benefit recipients as to their thoughts on how they utilize the Centrepay deduction system and how they will pay essential bills once these changes are made.  |
| **Are there any other considerations or suggestions you would like to put forward to better support customers?**  |
|   | Many customers are also unaware of the current changes you are making to Centrepay and how they can spend their benefits. It would be great if these changes are going to be approved in their current format if Centrepay could make more of an effort to gather information from Centrelink benefit recipients as to their thoughts on how they utilize the Centrepay deduction system and how they will pay essential bills once these changes are made.  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | Subject: Opposition to Proposed Exclusion of Lease, Hire, and Rent-to-Buy of Household Goods from CentrepayTo whom it may concern,We are writing to express our opposition to the proposed exclusion of the "lease, hire, and rent-to-buy of household goods" service reason from Centrepay as part of the ongoing reforms. While we understand and appreciate the need for reviews to ensure alignment with Centrepay's objectives, we strongly believe this exclusion could have unintended negative consequences for vulnerable Australians.1. Essential Goods AccessibilityThe ability to lease, hire, or rent-to-buy household goods through Centrepay provides low-income families with access to essential items such as refrigerators, washing machines, and furniture—items necessary for maintaining basic living standards. Removing this service category could severely limit their ability to obtain these goods, further exacerbating financial hardship.2. Alignment with Centrepay's ObjectivesCentrepay aims to assist individuals in managing their finances responsibly by prioritizing essential expenses. Leasing or renting essential household goods aligns with this objective by enabling individuals to acquire what they need without resorting to higher-interest or predatory financing options. Excluding this category may inadvertently drive them toward less regulated or more exploitative financial arrangements, undermining the very purpose of Centrepay.3. Low Usage as an Opportunity, not a Reason for RemovalThe justification of low usage does not necessarily warrant exclusion. 4. Broader Socioeconomic ImpactsRemoving access to affordable leasing and rental options for household goods could lead to ripple effects, including decreased household stability, increased reliance on emergency support services, and poorer health and educational outcomes. Ensuring individuals can obtain basic household items is not merely a financial issue but a broader social responsibility.5. Financial Impact on CentrepayFrom a financial perspective, removing this service reason is a short-sighted decision. Businesses like xxxx xx xxx alone generate over xxxxxxx annually in Centrepay transaction fees. Eliminating this revenue stream not only impacts businesses but also significantly reduces Centrepay’s financial inflow. It is important to consider the broader economic implications of this exclusion and how it might reduce Centrepay’s ability to fund and sustain other critical services.6. We Are Already Highly RegulatedBusinesses like ours operate under stringent regulations outlined by ASIC, which we have willingly accepted and adapted to. These regulations include restrictions on charges to ensure fairness and reduce the risk of financial harm to consumers. This already provides a strong framework to protect customers while ensuring ethical practices. Given the existence of such robust safeguards, it is unnecessary to impose additional restrictions that would penalize businesses providing access to essential household items. Instead, Centrepay could focus on supporting businesses that comply with these regulations and serve the community responsibly.7. Increased Financial Burden with Direct Debit FeesFrom an individual’s perspective, limiting access to businesses that operate solely via direct debit services imposes additional financial burdens. Many banks and financial institutions charge hefty processing fees for direct debit transactions—sometimes exceeding $15 per transaction. For individuals already facing financial challenges, these fees can add up significantly and further strain their budgets. In contrast, businesses approved to use Centrepay absorb all transactional fees associated with the service, ensuring that customers are not left to bear these extra costs. This distinction highlights the importance of Centrepay in protecting individuals from unnecessary financial harm, and removing access to such services contradicts this objective.RecommendationsRather than removing this service reason, we urge the Department to:• Conduct further consultations with stakeholders, including community organizations and Centrepay users, to understand the impacts of this exclusion.• Implement stricter safeguards and regulations for service providers to ensure fair practices without eliminating access to these services entirely, for example, mandatory target amounts set for each deduction.In summary, we strongly advocate for retaining the lease, hire, and rent-to-buy of household goods service category in Centrepay to continue supporting vulnerable Australians in accessing the essential goods they need for their daily lives.Thank you for considering this feedback. We welcome the opportunity to discuss this matter further and contribute to solutions that uphold Centrepay's objectives while protecting the needs of those it serves.Sincerely, xxxx xxxxxxxHobart East RTR Pty Ltd t/as Hobart East Rent The Roo. |

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| **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?**  |
|   | Centacare North Queensland  |
| **Where are you located?**  |
|   | QLD  |
| **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?**  |
|   | 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?**  |
|   | Xxxxxx xxxxx xxxxxxxxxx xx xxxxxx xx xxx xxxxx xxxxxxxxxx to provide case managed Homelessness Programs supporting clients towards long term sustainable housing outcomes. The program works closely with xxx xxxxxxx xxxxx xxx to house and provide the education and support for client to develop the living skills to sustain long term tenancies. The program has a brokerage component that allows xxxxxxxxx to purchase white goods and furniture for clients moving into new homes. the client then repays this brokerage to xxxxxxxx utilising centrepay on an interest free basis. This purchase often is to the value of $8,000 - $10,000 when you include Fridge, Washing machine, mattresses, beds for a family Removing the basic household items category will prevent the client being able to repay this brokerage and remove the opportunity for the client to budget and develop their money management skills for the household. Capping the repayment amount to $500 will also put the service at a disadvantage given the initial expenditure for the household goods.  |
| **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?**  |
|   | See earlier notes  |
| **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?**  |
|   | NA  |
| **Would you like to provide any feedback on the proposed fees?**  |
|   | Yes  |
| **How would the changes to fees affect you or your business?**  |
|   | The brokerage provided to client does not attract any interest or service fees.The addition of services to Centrepay transactions would be an additional expense to our Not for profit service that we would not be able to claim back through our Funding Agreements  |
| **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?**  |
|   | NA  |
| **Are there any other changes that could help better protect customers?**  |
|   | NA  |
| **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?**  |
|   | NA  |
| **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?**  |
|   | NA  |
| **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?**  |
|   | NA  |
| **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?**  |
|   | NA  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | NA  |

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| **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?**  |
|   | StorMate  |
| **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?**  |
|   | Yes  |
| **If so, which Service Reason/s?**  |
|   | * Household Goods Lease and Rental
 |
| **3. How would the removal of the Service Reason/s affect you, or your business?**  |
|   | StorMate is writing to express our concerns and strongly advocate for the continuation of Centrepay as an accepted payment method for Self-storage operators who offer services to clients receiving Centrelink benefits. The proposed removal of Centrepay would have a significant impact on our business, but more importantly, on the lives of individuals who rely on this service.Centrepay has been instrumental in providing accessible and convenient payment options for thousands of Australians, including those on Centrelink benefits. By allowing Self-storage operators like ours to accept Centrepay, we can cater to a vulnerable population that often faces barriers in accessing traditional payment methods. This not only enables them to manage their finances more effectively but also provides an opportunity for them to access our services and maintain their dignity.The removal of Centrepay as a method of payment for Self-Storage in rural communities would disproportionately affect the following groups:1. Low-income households: Many individuals on Centrelink benefits live on a tight budget, making it difficult for them to pay upfront fees or use traditional payment methods. Centrepay enables a way of budgeting they would not have any other way2. People with disabilities: The lack of access to Centrepay would further marginalize individuals with disabilities who already face significant barriers in accessing mainstream services3. Rural and regional communities: Self-storage operators in rural areas such as StorMate often have limited access to alternative payment methods, making Centrepay an essential lifeline for their clientsBy keeping Centrepay as an accepted payment method, we can ensure that our business remains accessible and inclusive to all walks of life, providing a vital service to those who need it most. We understand the government's concerns about the potential risks associated with accepting Centrepay, but we believe that these can be mitigated through proper implementation and regulation.StorMate DOES NOT pose a concern for abuse and misuse, and we pride ourselves on being honest and forthcoming.We believe that preserving Centrepay is crucial to maintaining social equity and promoting financial inclusion in our communities. We would like to request that you reconsider removing Centrepay from Self-storage operators who accept this payment method.Thank you for taking the time to consider our submission.  |
| **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?**  |
|   | When you look at Storage, our clients can have storage for a period of time.That can be short term or long term.We have people storing with us that can be motel/hotel skipping for short term or long term. We can have people that are in rentals for short term or long term.Either way it does not matter how they need storage they just need storage. And to set a limit on NOT helpful in their own situation.For long term storers, they want to build up a "credit". They build this credit up on their storage fees so during hard times (yes EVERYONE experiences these) they can have a buffer. OR for those that are a little more fortunate, they build up a credit in advance so during the holiday periods like easter and christmas, they can reduce their payments and rely on the credits.We have been working this way for the past decade with our clients whom are on centrepay. The ONLY problem appears to be with the bi-annual review. Our clients WANT this system and if you happen to call them and ask them they WANT this to happen. Self-Storage is NOT the bad guy. We work in with our clients on a day to day basis and are proud of this and what we do.There WILL be other rogue operators out their but why should we be punished for the minority.We have always wanted to improve our processes and make everything fair and equitable. We have paused our software providers inclusion in the hope that we can move forward with the Centrepay as a continual payment method from 2025 and beyond and integrate it into our software and processes.Thank you again for your time.  |
| **Are there any other conditions or suggestions to further support customers using Centrepay?**  |
|   | We genuinely want to work with Centrepay on how to improve our processes.As an industry, I presonally believe we have been lacking in initiative in the integration of Centrepay.There is an opptunity to help the less fortunate in our society but it is going to take people and businesses like us to integrate the two.I personally have been pushing for this for the several years. Whatever you have done, apparently people in our industry have raised their heads.We work with the major software provider in Australia and they personally have contacted us to work on the processes required to move forward with a union of the services.  |
| **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?**  |
|   | This would be a minor impact at this point in time. There are mutual clients that would fail in their payments.We have seen this previously just recently due to centrelink policty change and will see it yet again in the future.The impact is the clients lose their goods in accordance with their storage agreements AND it is a significant impact on our bottom line as we will never recoup the costs associated with debt recoverery, social negativity, team morale, and other bottom line issues.We see the process of expunging a client as the last resort and unfortunately, with these changes, the negative impacts of excluding elements of society whom can not budget appropriately will see their posessions be expunged to the abhorrent nature that is this exclusion process.  |
| **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?**  |
|   | Apparently we may be disqualified.. we would like further qualification on this ASAP please.  |
| **Are there any other changes that could help better protect customers?**  |
|   | Yes. We have signalled previously that we would like to work with our software providers and other organisations to make sure the process of working with potential and current Centrepay clients is compliant and smooth. While there are issues, We believe this service is EXTREMELY important and worth the effort to work together in providing a solution.Together we have the means it is just going to take a communal effort.Please lets work together for common purpose.  |
| **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?**  |
|   | I believe our software providers are willing to work with us in providing the appropriate level of protection for our mutual client.I DO NOT belive this was a thing previously.StorMate has been pushing for this for many years but believe now, the software providers are willing to listen and move forward in consultation with Centrepay, the Storage providers, and clients.  |
| **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?**  |
|   | Self-Storage is, at the very least, an essential transition service from one housing situaton to another.Given the current climate with housing, it would be DEVISTATING to cut this as a service.Please consult further with us and the xxxx xxxxxxx xxxxxxxxxx xx xxxxxxxxxxx .  |

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| **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 The Roo  |
| **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?**  |
|   | 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?**  |
|   | Thank you for the opportunity to provide feedback on the proposed Centrepay reforms outlined in the Consultation Paper and accompanying draft Terms of Use and Policy for Businesses.As a long-standing provider of essential household goods through consumer leasing and rentals, our business supports customers who are often financially vulnerable and rely heavily on the predictability and security that Centrepay offers. We appreciate the agency’s intent to strengthen protections for Centrelink recipients. However, we would like to highlight several significant concerns and unintended consequences these reforms may have on the very customers they aim to support.1. Impact on Customers with Existing Payment PlansWe are particularly concerned about the implications for customers with existing long-term payment plans. Many of our customers rely on Centrepay as a budgeting tool to ensure timely and consistent payments. The proposed requirement for mandatory end dates or target amounts on deduction authorities could disrupt these ongoing plans.In cases where customers experience financial hardship, we often assist them by adjusting payment amounts—temporarily reducing, pausing, or rescheduling their deductions. Under the new conditions, however, making these compassionate adjustments may require canceling the existing authority, which could result in disqualification from Centrepay use altogether.This not only removes our ability to provide hardship support effectively, but also risks disrupting a customer's payment continuity, potentially leading to increased arrears, financial stress, and ultimately the loss of essential items.2. Access to Centrepay vs Direct Debit SystemsWhile we understand the agency's goal of simplifying Centrepay use, we wish to highlight that for many of our clients, direct debit is not a suitable alternative. Direct debits:Take up to 24 hours to validate, often resulting in missed or declined payments.Carry higher dishonour fees and greater administrative burdens for customers.Are less effective for those with low financial literacy or fluctuating incomes.The real-time deductions of Centrepay help our customers avoid late fees and maintain good financial standing. Removing Centrepay for our services could push many customers toward riskier credit options or result in unnecessary hardship due to missed payments.3. Reclassification of Leasing ServicesWe note with concern the proposed removal of the “Household Goods Lease and Rental” service reason. Our services provide essential appliances and furniture—not discretionary or luxury items—enabling customers to live in dignity and meet basic household needs. Many of our customers do not qualify for traditional credit or hire-purchase options due to income limitations or credit history, making Centrepay-supported leasing a low-risk, low-cost lifeline.We urge the agency to consider the impact this reclassification will have on:Families with young children who rely on washing machines or fridges we supplyCustomers with disabilities or special needs requiring specific household itemsIndividuals recovering from financial or personal hardship  |
| **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?**  |
|   | 1. Impact on Customers with Existing Payment PlansWe are particularly concerned about the implications for customers with existing long-term payment plans. Many of our customers rely on Centrepay as a budgeting tool to ensure timely and consistent payments. The proposed requirement for mandatory end dates or target amounts on deduction authorities could disrupt these ongoing plans.In cases where customers experience financial hardship, we often assist them by adjusting payment amounts—temporarily reducing, pausing, or rescheduling their deductions. Under the new conditions, however, making these compassionate adjustments may require canceling the existing authority, which could result in disqualification from Centrepay use altogether.This not only removes our ability to provide hardship support effectively, but also risks disrupting a customer's payment continuity, potentially leading to increased arrears, financial stress, and ultimately the loss of essential items.2. Access to Centrepay vs Direct Debit SystemsWhile we understand the agency's goal of simplifying Centrepay use, we wish to highlight that for many of our clients, direct debit is not a suitable alternative. Direct debits:Take up to 24 hours to validate, often resulting in missed or declined payments.Carry higher dishonour fees and greater administrative burdens for customers.Are less effective for those with low financial literacy or fluctuating incomes.The real-time deductions of Centrepay help our customers avoid late fees and maintain good financial standing. Removing Centrepay for our services could push many customers toward riskier credit options or result in unnecessary hardship due to missed payments.  |
| **Are there any other considerations or suggestions you would like to put forward to better support customers?**  |
|   | We respectfully request that Services Australia consider the following:Grandfathering existing deductions for current customers under the current rulesAllowing businesses to adjust deductions for hardship cases without triggering re-approvalRetaining Centrepay access for essential household goods rental services, perhaps with more specific eligibility or oversight rather than complete removalContinuing to recognise the low default rates and stability that Centrepay offers customers in comparison to other payment options  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | We are writing to express our opposition to the proposed exclusion of the "lease, hire, and rent-to-buy of household goods" service reason from Centrepay as part of the ongoing reforms. While we understand and appreciate the need for reviews to ensure alignment with Centrepay's objectives, we strongly believe this exclusion could have unintended negative consequences for vulnerable Australians.1. Essential Goods Accessibility The ability to lease, hire, or rent-to-buy household goods through Centrepay provides low-income families with access to essential items such as refrigerators, washing machines, and furniture—items necessary for maintaining basic living standards. Removing this service category could severely limit their ability to obtain these goods, further exacerbating financial hardship.2. Alignment with Centrepay's Objectives Centrepay aims to assist individuals in managing their finances responsibly by prioritizing essential expenses. Leasing or renting essential household goods aligns with this objective by enabling individuals to acquire what they need without resorting to higher-interest or predatory financing options. Excluding this category may inadvertently drive them toward less regulated or more exploitative financial arrangements, undermining the very purpose of Centrepay.3. Low Usage as an Opportunity, not a Reason for Removal The justification of low usage does not necessarily warrant exclusion. 4. Broader Socioeconomic Impacts Removing access to affordable leasing and rental options for household goods could lead to ripple effects, including decreased household stability, increased reliance on emergency support services, and poorer health and educational outcomes. Ensuring individuals can obtain basic household items is not merely a financial issue but a broader social responsibility.5. Financial Impact on Centrepay From a financial perspective, removing this service reason is a short-sighted decision. Businesses like xxxx xxx xxx alone generate over xxxxxxx annually in Centrepay transaction fees. Eliminating this revenue stream not only impacts businesses but also significantly reduces Centrepay’s financial inflow. It is important to consider the broader economic implications of this exclusion and how it might reduce Centrepay’s ability to fund and sustain other critical services.6. We Are Already Highly Regulated Businesses like ours operate under stringent regulations outlined by ASIC, which we have willingly accepted and adapted to. These regulations include restrictions on charges to ensure fairness and reduce the risk of financial harm to consumers. This already provides a strong framework to protect customers while ensuring ethical practices. Given the existence of such robust safeguards, it is unnecessary to impose additional restrictions that would penalize businesses providing access to essential household items. Instead, Centrepay could focus on supporting businesses that comply with these regulations and serve the community responsibly.7. Increased Financial Burden with Direct Debit Fees From an individual’s perspective, limiting access to businesses that operate solely via direct debit services imposes additional financial burdens. Many banks and financial institutions charge hefty processing fees for direct debit transactions—sometimes exceeding $15 per transaction. For individuals already facing financial challenges, these fees can add up significantly and further strain their budgets. In contrast, businesses approved to use Centrepay absorb all transactional fees associated with the service, ensuring that customers are not left to bear these extra costs. This distinction highlights the importance of Centrepay in protecting individuals from unnecessary financial harm, and removing access to such services contradicts this objective.Recommendations Rather than removing this service reason, we urge the Department to:Conduct further consultations with stakeholders, including community organizations and Centrepay users, to understand the impacts of this exclusion.Implement stricter safeguards and regulations for service providers to ensure fair practices without eliminating access to these services entirely, for example, mandatory target amounts set for each deduction.In summary, we strongly advocate for retaining the lease, hire, and rent-to-buy of household goods service category in Centrepay to continue supporting vulnerable Australians in accessing the essential goods they need for their daily lives.Thank you for considering this feedback. We welcome the opportunity to discuss this matter further and contribute to solutions that uphold Centrepay's objectives while protecting the needs of those it serves.  |

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| **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?**  |
|   | WA Council of Social Service  |
| **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?**  |
|   | Yes  |
| **If so, which Service Reason/s?**  |
|   | * Motor Vehicle Registration
* Basic Household Items
* Food Provision (non-remote)
 |
| **How would the removal of the Service Reason/s affect you, or your business?**  |
|   | Food Provision (non remote)We support Services Australia’s decision to tighten the food provision reason to prevent the misuse of Centrepay for food, alongside the decision not to proceed with the full removal of the food provision at this time. The use of the food provision must be considered when the impacts of policies on community are fully understand, including the effects of the National Strategy for Food Security in Remote Aboriginal and Torres Strait Islander Communities and the proposed Remote Food Subsidy.The definition of remote and very remote proposed in the revision, ensures that people in WA who live where there is limited access to food stores will still be able to use Centrepay to manage the cost of essential food. It is especially important that the adopted definition of remote and very remote considers the unique social and geographical features of each Australian jurisdiction. For example, in WA our population is relatively dispersed over a large land mass of more than 2.5 million square kilometres and as such people’s access to food stores and the ability to shop around for more affordable foods is extremely limited.People in remote parts of Western Australia (WA) are using Centrepay to manage the cost of essential food required for food security. While Services Australia report that the number of customers using this service reason is low, we note that many of these customers are experiencing multiple barriers to food security and generally have higher living costs despite income support being their primary source of income. Food stores in these areas are often more expensive and Centrepay provides an option to help manage the financial impact of this essential cost. When these communities are impacted by seasonal weather events or climate hazards, the ability to use Centrepay to access money that can go towards purchasing food at critical times is essential to maintaining food security. We have also heard of the importance of Centrepay in enabling Elders to afford the cost of food whilst still fulfilling cultural obligations of supporting the food needs of other family members in multigenerational households. Rather than removing the ability to use Centrepay for food reasons, the reforms should focus on ensuring more transparency and responsible practices are set out for businesses.Review of the service reason from 1 July 2025 should involve further consultation as to the impact of removal of the food provision. Any considerations to proceed with the removal should involve alternative strategies to ensure ongoing access to healthy and affordable foods in remote areas. This includes measures such as increasing income support payments in line with the ACOSS Raise the Rate Campaign, improving the supply of fresh fruit, vegetables, and protein items to remote stores, and exploring fiscal measures such as sugar taxes alongside food literacy education and behaviour change programs which empower remote community members to live healthy lives.Motor Vehicle RegistrationThe cost of registering a motor vehicle can be a significant financial burden for many households, particularly where the primary income earner is a recipient of income support. Whilst some jurisdictions offer concessions to make vehicle registration more affordable for particular groups of people such as Seniors and Veterans, there is currently no concession available in WA which discounts the rate of registration for people who receive payments such as Youth Allowance and JobSeeker. Centrepay is also not provided as a payment option for vehicle registration by the WA Department of Transport, which has likely skewed the data around the uptake of the motor vehicle service reason and the value of providing this payment option.Access to a reliable and roadworthy motor vehicle ensures people can reach essential goods and services. This is particularly important in outer-metro and regional or remote areas, where public transport networks are not available or are insufficient for community need. Access to transport ensures that people can travel to work or school, easily access food stores and transport their shopping, and attend essential medical appointments. In addition to the cost of vehicle registration, there are many additional expenses associated with owning a vehicle, including the cost of fuel, repairs and insurances, which can make this essential item a financial strain for many households. Emergency relief (ER) services in WA report a high demand for assistance requests for the cost of vehicle registrations. ER providers are generally unable to support these requests because of the high cost of the registration and the inability to provide partial payment towards the registration cost. If the registration is not up to date, the provider is also unable to support the client to build ongoing financial resilience by setting up a monthly direct debit payment for ongoing costs. There are almost no options to assist people struggling with the cost of motor vehicle registration in WA. This can lead to people driving an unregistered vehicle which can have serious financial, legal and social consequences.We urge the reforms team to reconsider the impact of the removal of the motor vehicle registration service reason, particularly as the value of this as an option cannot be understood if it is not provided in the jurisdiction and actively promoted. Instead processes should be put in place to ensure that each jurisdiction licencing agency (such as the Department of Transport in WA) is able to responsibly manage the use of Centrepay for motor vehicle registration and they are authorised and encouraged to provide this payment option to consumers. If the option is completely removed, the Federal government should provide other avenues to support people on a low income to afford their car registration.  |
| **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  |
| **Are there any other conditions or suggestions to further support customers using Centrepay?**  |
|   | WACOSS are supportive of the proposed changes as they realign the use of Centrepay with it’s intended purpose and protect customers from misuse. Ensuring that people who are already subject to financial vulnerability are further protected from economic abuse is integral to consideration of service reason conditions. The conditions should ensure that consumers are not inadvertently disadvantaged and that the responsibility is placed on the business to ensure responsible use of Centrepay. In doing so, the processes should be balanced to ensure transparency and compliance whilst still supporting businesses to provide Centrepay as a payment option. This may include adding a requirement to the Terms of Use to notifying the customer when the end date of the arrangement is approaching so they can extend if needed.  |
| **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?**  |
|   | Basic Household Goods: Excluded expenses We recognise that limiting the use of Centrepay for the purchasing of items including mobile phones, tablets and laptops has been done in recognition of the risk to customers, but note the unintended impact of increasing digital exclusion.Access to many essential services, payments and concessions are now transitioning to online systems and this can make it difficult to access these services in a timely and efficient manner for people who do not own a digital device. This includes people in regional areas where physical access to essential services such as banking, has declined significantly. As such, access to digital technologies is an important part of community participation and inclusion. Alongside the removal of this service reason to prevent financial abuse and misuse of Centrepay, the agency should be advocating for the resourcing of other alternatives which support safe access to digital technologies. Other advocates have suggested increasing the availability and promotion of programs such as the No Interest Loans Scheme and lifting incomes in line with the Raise the Rate to help ensure people can cover the basics such as mobile phones and data.  |
| **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  |

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| **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?**  |
|   | FASHION VALLEY AUSTRALIA  |
| **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?**  |
|   | 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?**  |
|   | * Basic Household Items
 |
| **How would the removal of the Service Reason/s affect you, or your business?**  |
|   | Our business is approved for basic household items which are essential for everyday life. When our customers receive their welfare payment they use it for their priority needs like foods, drinks, rent, fuel etc. some customers are spending their welfare payment on their additions like Alcohol, tobacco and other illicit substance like Drugs.Finally, this money likely to used before their next payday and then Centrepay service help them to get their essentials items like clothing and everyday basic household items,If this service removed, then our business will not be able to provide essential items to these customers without any payment method in place. This may directly impact on sales.  |
| **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?**  |
|   | This will help our business prevent any liability for future.  |
| **Are there any other conditions or suggestions to further support customers using Centrepay?**  |
|   | 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?**  |
|   | It will be more clear information for the customers, and I hope its easy to understand for the customers.  |
| **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?**  |
|   | Yes  |
| **How would these impact you or your business?**  |
|   | Our business already doing well with Centrepay obligations till now and we will follow all the future compliance obligations for better customer service.  |
| **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, this will not impact on our business as we do internal audit to notify the customer and if are unable to make contact then money will be return back to same payment method  |
| **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?**  |
|   | Business should conduct their regular internal review to check overpayment in their customer’s account. Agency should seek the examples how business can identify the overpayments on regular basis. For example, their software able to identify the overpayments accounts.  |
| **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?**  |
|   | Our Business is a physical Retail store and its open to all community members. We accept all payment method like cash, Eftpos, Basics card, xxxxxxxx and Centrepay. Our customers are using any payment method that suits them, but Centrepay is one of the convenient methods for those customers who do not have enough money to purchase goods at the time of purchase, and this is where Centrepay stands for them. The good thing about Centrepay is controlled by government agency with no fees and interest charged to the customers on their debt.Our Business is approved for Basics Household items which customers need on daily basis for example Clothing, Bedding and portable electronic items. These are the basic needs for the customers. The customers will be unable to make any purchase on unless they have suitable payment method in place like cash, eftpos or other third party buy now pay later service Like xxxxxxxx which can be very costly with monthly fees and interest. Customers debt with increase with these third-party company.If agency remove basics hold service from the current list, then this may have very negative impact on our customers and business. Customers will lose their convenient payment method to purchase goods, and business will suffer on sales.  |
| **Are there any other considerations or suggestions you would like to put forward to better support customers?**  |
|   | if customer unable to purchase goods on Centrepay:The Welfare payment is very limited payment and it's likely to finish before their next payment date. The customers who know well how to manage their finance may not be impacted but customer who are on some sort of addictions like alcohol, tobacco or other drug substance are likely to impacted with this change. They probably use this welfare payment on these substance before purchasing their food and daily needs items,In result there are high chance of alcohol and drug abuse in our community members or may increase in crime.Centrepay allow these customers to purchase their daily needs items and helps them to pay over the time. Hence Centrepay helping them to manager their money and improve their daily life.Third Party Buy Now pay Later:Many Australians are using third party Buy Now Pay Later Service like xxxxxxxx, xxx xxx,xxxxxx xxxx xxxxxxxxx. This product comes with cost and risk. Unlike Centrepay these third-Party company making profit from interests, charges and fees. But in the case of Centrepay Businesses are paying for fees, record maintaining, No ongoing fees to customers’ accounts. Our Business do not charge late fees, monthly Interest or any other charges. Customers do have right to cancel, drop the payment amount or use any alternate payment method at any time without penalties. Customers and Agency does have full control on all Centrepay payment which is helping the customers over the time.Better Deal for Customers:We have received feedback from many customers saying that they are getting good deal with our stores due to low pricing as compared to their remote community stores. We all aware of that the remote community stores are charging almost 2-3 times for the same product as compared to our local stores, our customers able to make bulk purchase with help of Centrepay and save their money for other needs.Refund Policy: All Centrepay Approved business should have at least 30 Days refund Policy without any charges or fees.Terminate the agreement: if customer made wrong decision and request the business to terminate their contract and customers are willing to return the goods, they have purchased in original condition then business must terminate the contract without any charges or penalties and refund any money they have received in any payment method. This way the business can support the customer in better way and protect them going into financial Hardship.  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | The upcoming reform is removing Basicshold Service from the list and our business is approved for this service, we are opposing this change. Instead to removing this service completely the agency should make some changes that help businesses and customersThere are the following suggestions the agency can consider in their reform1. The Basic Household Item Category should not be removed from the list. It’s a payment method which help the customers in many ways like improving their lifestyle, manage their money, more control on their life specially who are facing issue with alcohol and drugs.2. All Centrepay approved Businesses have Maximum Target Limit. For example, current limit is $250.003. All Centrepay approved businesses demonstrate their strong refund policy:4. All Centrepay approved Businesses should have contract terminate policy.5. Must have excellent Point of sale software which is able to identify overpayments for the customer6. How overpayments handled and must have past record for overpayments refunds.  |

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| **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?**  |
|   | Rent4keeps  |
| **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?**  |
|   | Yes, the proposed removal of the 'household goods lease and rental WGS' Service Reason would critically impact our business and, we believe, significantly disadvantage a large number of Centrelink recipients.Impact on Business:For our business, which has operated in the consumer leasing sector for many decades, the removal of this specific Service Reason would likely necessitate the closure of our operations. This is the primary mechanism through which our customers, predominantly Centrelink recipients, arrange payments for essential household goods.Impact on Customers:We believe the impact on tens of thousands of Australians who rely on consumer leases facilitated by Centrepay would be severe:1.Access to Essential Goods: Many recipients utilise consumer leases paid via Centrepay because they lack the upfront funds or access to mainstream credit needed to acquire essential household items (e.g., refrigerators, washing machines, furniture). Removing this pathway risks leaving them without a viable, legal means to obtain these goods.2.Risk of Higher Costs and Fees: Many consumer lease customers may look to other high-cost credit companies such as x xxxx xxxxxx. The alternative payment method to Centrepay for Centrelink recipients would be a third party like xxxxxxx who charge over $14 each time a payment is missed plus a bank dishonour fee making each missed payment a cost to the recipient between $15-$20. This contrasts sharply with the consumer lease model paid via Centrepay, which typically does not involve interest and often has more lenient or no fees for payment rescheduling. The potential for cascading fees with other credit types could exacerbate financial hardship.3.Loss of Budgeting Tool: Centrepay provides a reliable budgeting tool for recipients, ensuring essential goods are paid for directly from their payments. Removing access for this category eliminates a system valued by recipients for its convenience and budget management capability.4.Potential Social Exclusion: Denying access to a long-established method for acquiring essential household goods, without sufficient, comparable alternatives, risks deepening social exclusion for individuals and families already facing financial constraints.Consultation Concerns:We are concerned that the decision to remove this category may have been made without adequate consultation with, or full consideration of the profound impact on, the end-users – the Centrelink recipients who depend on this service.Conclusion:Given the potentially terminal impact on established businesses like ours and the severe negative consequences for vulnerable customers who rely on this specific Centrepay service reason for essential household goods, we strongly urge a reconsideration of its removal. We believe it would be detrimental to proceed with this change without fully addressing the risks of financial hardship and exclusion for affected Centrelink recipients.  |
| **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?**  |
|   | Regarding the proposed Centrepay transaction fee remaining at $0.99, our primary concern is not the fee level itself. As a business, we have absorbed this cost for many years as part of facilitating Centrepay for our customers. Furthermore, under the current Centrepay arrangement for our consumer leases, our customers are typically not charged additional fees by us if a scheduled payment is missed.The critical issue regarding fees arises as a consequence of removing this service reason. Customers needing essential household goods will be forced to seek alternative payment arrangements outside of Centrepay. Many alternative payment platforms, such as third-party direct debit providers like xxxxxxx, impose significant fees directly onto the customer for each missed or dishonoured payment. These fees can often exceed $15-$20 per instance when combining provider charges and bank dishonour fees.Therefore, while the $0.99 Centrepay fee paid by businesses is manageable, the removal of Centrepay access for essential household goods will move this cost to vulnerable recipients which will have a significant negative outcome for them, directly resulting from the proposed service reason removal, and we are talking $15-$20 per missed payment.We believe maintaining the 'household goods lease and rental WGS' service reason is essential to protect recipients from these high potential costs associated with alternative payment methods, offering a more stable and predictable payment arrangement for essential goods.  |
| **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?**  |
|   | Yes  |
| **How does it impact you or your business?**  |
|   | Yes, the proposed Transition Plan outlined in Schedule 4 significantly impacts our business as we utilise the 'household goods lease and rental WGS' service reason with our existing deductions, which is scheduled for removal.We understand and acknowledge that from 1 July 2025, we will no longer be able to establish new Centrepay deduction arrangements for this service reason.However, regarding our existing deduction arrangements under this service reason which commenced before 1 July 2025, the transition plan raises some operational concerns. While Schedule 4 indicates these deductions can continue until 30 June 2026, clarity is needed on the management process during this transition period. We need exactly the same access to the Centrepay systems as we currently have today to 30 June 2026.Specifically:1.Flexibility for Existing Deductions: We require the ability to continue managing these legacy deductions effectively until their conclusion or the 30 June 2026 end date. This includes reliably receiving the scheduled payments and processing customer-initiated requests to amend (e.g., decrease the deduction amount or update end dates/target amounts where permitted) or cancel their existing deductions. While we understand increases are not permitted, maintaining flexibility for other necessary adjustments initiated by the customer is important for customer service and accurate payment management.2.System Access: It is unclear whether we will retain access to the necessary Centrepay systems (such as Centrepay Business Online Services) throughout the transition period (1 July 2025 to 30 June 2026) specifically for the purpose of managing these ongoing, existing deductions. Confirmation is sought that we will continue to have the required system access to view deduction details, receive remittance information, and process permissible actions like customer-requested cancellations or amendments for these specific arrangements until they cease.Ensuring continued functionality and system access for managing these existing deductions during the transition period until 30 June 2026 is crucial for both our business operations and for providing appropriate support to our mutual customers until their payment arrangements conclude or the transition period ends 30 June 2026.  |
| **Are there any other considerations or suggestions you would like to put forward to better support customers?**  |
|   | To better support our customers, we suggest careful consideration of the potential impacts arising from the removal of specific service reasons, such as 'household goods lease and rental’.For some Centrepay recipients, utilising Centrepay for essential household goods, potentially accessed through consumer leases or similar arrangements, provides a vital budgeting mechanism. Removing this option could present challenges for these customers, potentially limiting their ability to access necessary goods or manage payments effectively.We are concerned that removing this established payment pathway without readily available and equally manageable alternatives could inadvertently lead to financial hardship for some individuals or families. It risks customers facing difficulties in sourcing essential items or potentially turning to less suitable or higher-cost credit options.For clarity, a missed payment now creates only a cost to the recipient from the bank whereas most other lenders will use a third party like xxxxxxx who charge over $14 each time a payment is missed. In fact, a recipient may get combined charges between $14-$20 everytime they miss a payment compared to now via Centrepay, were close to no charge is made.Therefore, to better support our customers impacted by this specific change, we suggest Services Australia consider:1.Targeted Communication: Ensuring clear and direct communication is provided to affected Centrepay customers explaining the change, the reasons behind it, and outlining alternative budgeting tools or payment methods available to them.2.Support Resources: Providing information and referrals to financial counselling services or emergency relief providers for customers who indicate they may face financial hardship due to the cessation of Centrepay deductions for these types of essential goods and services.Addressing these potential impacts proactively will help mitigate hardship and better support customers through this transition.  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | Yes, we wish to express significant concern regarding the proposed removal of the 'household goods lease and rental WGS' service reason from Centrepay eligibility.We fundamentally disagree with this specific aspect of the reforms. Our experience indicates that many Centrelink recipients rely on Centrepay as a critical mechanism to budget for and acquire essential household goods, precisely because they often lack the capacity to pay for these items upfront.Furthermore, for recipients who may face barriers in accessing other forms of credit, Centrepay provides a structured and manageable payment option that might otherwise be unavailable. Removing this pathway is likely to be directly unfavourable to these Centrelink recipients, potentially hindering their ability to establish or maintain a functional household.For complete clarity the centrelink recipient will also face costs between $15-$20 for every missed payment via a third party like xxxxxxxx compared to the close to no cost now via Centrepay. This is a very significant matter that must be factored into any decision to remove ‘household goods lease and rental’ from the Centrepay deduction platform.We believe the removal of this service reason warrants reconsideration due to the likely negative impact on vulnerable individuals and families who depend on it for accessing essential household goods.  |

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| **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?**  |
|   | GB&KJ Kairl Pty Ltd trading as Prime Appliance Service  |
| **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?**  |
|   | 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?**  |
|   | We are a rent to buy business.The way we currently work is we put the payment under Basic Household Items and we just put the amount they are to pay either weekly or fortnightly. We adjust this accordingly throughout, should they wish to lower their payments due to hardship, we lower them and this extends the contract period, we lower them if they pay out an item and increase them if they add another item. We do not add any fees to the contracted amount whatsoever. We feel that this is an essential service to our customers, enabling them to receive the items they require, pay them off over a set period although should they need to lower the amount they are paying for any reason, we do not penalise them for this, even if it takes them longer to pay out the contracted amount. After they have paid the contracted amount, the item is theirs. We call them and stop their payment immediately unless they want another item.Should we not be able to deduct the payments directly from their Centrelink payment, we feel that the majority of our customers would start to incur rising debts as they may overspend and therefore not be able to pay anything off the item. This would mean we would have to retrieve the item.  |
| **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?**  |
|   | Entering an end date would mean that we wouldn't be able to allow our customer's to lower their payments or in some cases stop a payment here and there, which they do if they have extra expenses. We don't charge any fees (no late, overdue or accounting fees), we prefer to work with our customer's and treat them with empathy and respect. We understand that sometimes things happen that means they cannot make the full payment to us. We would prefer to lower their payment so they can still have the item. If we had an end date, we would not be able to do this for them.The target amount would not be a major impact as we don't add anything onto the contracted amount.  |
| **Are there any other conditions or suggestions to further support customers using Centrepay?**  |
|   | Our contracts are either 12 months or 2 years. However, should they need to make lower payments, which means the contracted amount will not be paid within this timeframe, we do not penalise them for it. We do not add anything onto the contracted amount. It just means it takes them longer to pay out.The way we currently work is we put the payment under Basic Household Items and we just put the amount they are to pay either weekly or fortnightly. We adjust this accordingly throughout, should they wish to lower their payments due to hardship, we lower them and this extends the contract period, we lower them if they pay out an item and increase them if they add another item. We do not add any fees to the contracted amount whatsoever. Once a customer has finished paying we try to contact them to congratulate them, we also send a letter. However, even if we can't get in touch with them, the day they make the last payment is the day we stop their payment.We do have another service with Centrepay ' Home Care Services' which we only use for field services (when we repair whitegoods for them). This is something that we offer to our rental clients so they can pay off the repair to their whitegoods, meaning they do not have to outlay the entire cost all at once.We already have our customers sign a new form when they increase their payments but not when we lower 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?**  |
|   | We do not do mobile phones at all.However, we do all whitegoods, electronics,TV's, garden equipment such as lawn mowers.If we cannot use Centrelink for their payments, we would not be able to offer this service and people on centrelink would no longer be able to have items such as fridges, washing machines, TV's. The majority of our customer's cannot afford to buy these items outright as they mainly live from payment to payment. We are members of xxxxxx and stay within the guidelines that are already in place. We even go further by not adding any monthly fees such as accounting fees, we also do not add overdue fees or late fees.  |
| **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?**  |
|   | It means that we would not be able to have this business.  |
| **Are there any other changes that could help better protect customers?**  |
|   | We feel that we protect our customers as much as possible. We cancel their payment as soon as they have paid out their contracts; we lower their payment if they are struggling and we don't place any penalties on them for this.We do not take any extra payments from them than the contracted amount.We are here to help them get the items they need. We add 85% to the cost that we pay and nothing is added to this amount. We deliver the item for free and if they have any problems, we help them through the warranty process if it is still under warranty. If it isn't under warranty, we do our best to help them resolve the problem. As part of the business is also whitegoods repair, we offer to repair the item and they can pay the cost off over time. If it is an item that we cannot repair, we offer to pay for the repair and they can pay this over time.We are a company that goes out of it's way to help the customer's as much as possible.  |
| **Would you like to provide any feedback on the proposed fees?**  |
|   | Yes  |
| **How would the changes to fees affect you or your business?**  |
|   | We are currently charged a transaction fee. We do not pass this on to our customer's.  |
| **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?**  |
|   | Not really. We already stop payments to ensure that extra payments are not taken. We also refund payments if we receive them in error.Should a customer pay extra and have a credit amount, we refund this to them.We never adjust a customer's payment without their consent and always have them sign a new deductions form if their payment is to be increased.  |
| **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?**  |
|   | We work with our customers to resolve any issue they may have. We feel that we do this in a way that favours the customer. We treat all our customer's with respect and understanding.  |
| **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?**  |
|   | It will affect us greatly if we are removed from the program and may mean that we cannot assist Centrelink customers.  |
| **Are there any other considerations or suggestions you would like to put forward to better support customers?**  |
|   | We try to support our customers 100% and are willing to put in place any processes that would better support them if needed.  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | We are very concerned with these changes. The main concern is the end date that needs to be entered which can be no longer than 6 months from the payment start date, we would have to renew every 6 months as our contracts are either 12 months or 2 years, also, if a customer has more than one item, this period is extended. Also, the target amount is of concern as our customers often add additional items before they are finished, although we could work around this by just adjusting the target amount when we adjust their payment for the new items.The way we currently work is we put the payment under Basic Household Items and we just put the amount they are to pay either weekly or fortnightly. We adjust this accordingly throughout, should they wish to lower their payments due to hardship, we lower them and this extends the contract period, we lower them if they pay out an item and increase them if they add another item. We do not add any fees to the contracted amount whatsoever. With the new changes that are being proposed, I am assuming that we would need to re-enter all of the payments under a new heading after 1st July 2025. We would also need to re-enter all the payments every 6 months.We already have our customers sign a new form when they increase their payments but not when we lower them.  |

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| **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 Easy  |
| **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?**  |
|   | 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?**  |
|   | Removing CentrePay from my business model could affect my ability to collect payment from most of my customers. I would simply change those customers to a Direct Debit provider, to which I use to cater for some of my customers. My personal opinion on this matter is that taking away CentrePay from people who use this service and depend upon this service is wrong! Please let me explain, the majority of people I deal with have trouble understanding budgeting and how financial institutions work.All Consumer leasing companies will now be using xxxxxx xxxxx xxxxxxxxxx, the problem with this is when a customer's bank account is drawn upon and there is not funds, the customer`s payment will be dishonoured, the customer will also be fined apox $20 by the xxxxx xxxxx xxxxxxx and sometimes will be find by their bank. I have personally seen a xxxxx xxxx xxxxxxx take the dishonour fee on the day on which my payment is due, causing my payment to be dishonoured again, and the cycle starts again.This is going to be a major problem for these people, which could lead to someone being defaulted to a credit bureau, which could interfere with their credit in their future.The fees I'm charged to use CentrePay are the same as a xxxxx xxxxxxx xxxxxx, so nothing changes for me except I won`t be able to help those who need my service.I don`t advertise on any media platforms, I don`t even have a business card or signage on my car, yet my phone rings every week with people needing items. In short, I think this will hurt disadvantaged people.  |
| **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?**  |
|   | 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  |

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| **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?**  |
|   | Sheltered by Grace  |
| **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?**  |
|   | 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?**  |
|   | * Disability and community services
 |
| **How would the introduction of mandatory conditions affect you, or your business?**  |
|   | Sheltered by Grace is a 24/7 supported accommodation provider for people experiencing homelessness or at risk of homelessness in Logan, Queensland. Our clients—many of whom live with complex trauma, addiction, cognitive impairment, or mental health conditions—rely on Centrepay to make consistent, reliable payments from their Disability Support Pension (DSP) or JobSeeker payments to cover their board and lodging. These payments are not time-limited; they are ongoing and form the foundation of their housing stability.The introduction of mandatory conditions, such as target amounts or end dates for deduction arrangements, would have a significant negative impact on our service and the welfare of our clients.Our accommodation services do not operate on a fixed-term basis, nor is there a ‘target amount’ to be paid off. Clients stay with us for varying lengths of time based on their individual progress toward stability and recovery. Their board and lodging is a weekly cost—much like rent—and Centrepay deductions provide them with a safe, structured way to ensure their housing remains secure without having to manage the transaction themselves, which many are not cognitively able to do.The proposed mandatory limits would result in:• Unintended payment terminations once the system reaches a default target or expiry date, even when clients still reside with us.• Increased administrative workload for both our organisation and Services Australia, as we would need to constantly monitor and reinstate deductions for clients whose housing continues indefinitely.• Gaps in payments, which may result in accommodation arrears and potentially eviction for clients.• Housing insecurity or homelessness, as some clients may not even be aware their deductions have stopped—particularly if they are in crisis or struggling with decision-making.From a service provider perspective, we are concerned this would undermine the primary value of Centrepay: ensuring stable, essential payments are made automatically to protect vulnerable customers from financial harm and housing loss.If these conditions are introduced, it is essential that accommodation-related deductions—especially for registered board and lodging providers like us—be exempt from mandatory end dates or target limits. These types of services are fundamentally different from one-off purchases or short-term financial obligations.Additionally, we seek clarity on whether Sheltered by Grace is classified under the “Accommodation” or “Disability and Community Services” service reason. If the latter, we urge that any mandatory conditions under that category be reviewed and amended to reflect the reality of ongoing, indefinite service needs.  |
| **Are there any other conditions or suggestions to further support customers using Centrepay?**  |
|   | Yes. Our frontline experience working with vulnerable clients has highlighted a critical gap in the current Centrepay system: the lack of safeguards when a client cancels a Centrepay deduction that covers their housing.Currently, clients can cancel their Centrepay deductions without intervention, guidance, or even confirmation that they understand the potential consequences. In the case of a deduction that pays for essential supported accommodation, this can be catastrophic.We propose that the reformed Centrepay system include a risk assessment mechanism for cancellation of accommodation-related deductions. This could include:1. A mandatory 48-hour grace period before the cancellation takes effect, allowing time for the customer to reconsider or for a service provider to intervene.2. A warning prompt that explicitly states:“Cancelling this deduction may result in loss of accommodation. Are you sure you want to proceed?”3. Optional consent-based alerts that allow the client to authorise a notification to their provider or caseworker if they cancel a housing-related payment.4. A welfare check or Services Australia review trigger if a person cancels multiple essential deductions, indicating they may be in crisis or losing stability.These features would preserve the individual’s right to control their own finances while introducing common-sense checks and balances when the risk of homelessness is high.Furthermore, we believe Centrepay’s functionality could be enhanced for vulnerable users by:• Improved interface clarity: Many clients struggle to understand how to check deduction statuses, balances, or how to update them. A simplified, low-literacy-friendly dashboard would support better outcomes.• Caseworker access (with consent): Authorised advocates should be able to view and assist in managing a client’s deductions with their permission—this is vital for people in supported accommodation who may lack digital literacy or capacity.• Regular reminders or alerts: Automatic reminders when deductions are due to end or fall below a threshold could help prevent service disruption.Finally, we support the strengthening of complaint and refund processes and welcome reforms that require businesses to have transparent, accessible feedback mechanisms. However, in the case of accommodation providers, we recommend distinguishing between service complaints and financial hardship or housing issues, as these require different escalation pathways.  |
| **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?**  |
|   | As a small not-for-profit charity providing supported accommodation, Sheltered by Grace operates with limited administrative resources and relies heavily on systems like Centrepay to facilitate timely and secure payments from our clients receiving Centrelink benefits.While we support efforts to enhance customer protections and transparency, the increased business application and onboarding requirements may impose an additional administrative burden on small organisations like ours. Gathering and submitting expanded documentation, especially for long-established Centrepay providers who are already compliant, may require staff time and resources that are in short supply within the community services sector.If the agency implements these changes, we ask that Services Australia consider:• A streamlined re-approval process for existing, long-term Centrepay providers with a good compliance history• Clear and reasonable timeframes to allow small organisations to gather and submit the required evidence• Consideration of resource limitations faced by charities and community organisations compared to large commercial businessesWe are committed to ethical service delivery, transparency, and accountability and would welcome updated requirements that are proportionate and take into account the specific circumstances of accommodation providers operating within the homelessness and supported housing sectors.  |
| **Are there any other changes that could help better protect customers?**  |
|   | Yes. From our perspective, better customer protection will come not only from stronger business oversight, but also from practical safeguards built into the Centrepay system itself—especially in relation to ongoing, essential services like accommodation.We recommend the following additional measures to better protect vulnerable Centrepay customers:1. Introduce a “High-Risk Cancellation” Alert SystemAccommodation payments are not discretionary. Cancelling them can result in immediate homelessness for some clients. To protect those using Centrepay for essential accommodation or supported living, Services Australia should build in:• A mandatory pause (e.g. 48 hours) before cancellation of deductions to board and lodging or supported accommodation• A warning message to customers that clearly explains the consequences of cancelling essential deductions (e.g. “This deduction pays for your housing. Cancelling it may put your accommodation at risk.”)• An optional flag for notification to the service provider or a designated caseworker (with prior consent from the client)2. Provide Optional Advocate or Caseworker AccessMany of our clients struggle with executive functioning, memory, or literacy issues. Providing a secure, consent-based mechanism for caseworkers or financial counsellors to view and assist in managing Centrepay deductions would:• Reduce the risk of accidental cancellation or mismanagement• Allow earlier intervention in times of crisis• Improve financial stability for people living in supported accommodation or recovery programs3. Create a “Trusted Providers” Tier for Essential ServicesWhile Centrepay is not an endorsement system, there is value in distinguishing between:• Essential service providers (e.g. accommodation, healthcare, utilities), and• Discretionary service providers (e.g. consumer goods, loans, recreation)A trusted tier could ensure better vetting, clearer categorisation, and even faster support for customers using Centrepay for essential living costs. This may include:• A different cancellation protocol for trusted providers• Distinct client communications for essential vs. discretionary services4. Ensure Reforms Do Not Disadvantage Small CharitiesFinally, while it’s important to prevent misuse and hold businesses accountable, the reform process must not place undue burden on small, ethical service providers. Sheltered by Grace operates with limited funding, minimal staffing, and a clear mission to help people rebuild their lives. We ask that reforms be:• Scaled proportionately to the risk and size of the provider• Designed in consultation with non-profit accommodation services• Supported by clear, accessible information and training where neededWe support reforms that strengthen Centrepay’s integrity and protect vulnerable customers. However, we caution against a one-size-fits-all approach that could unintentionally harm those who rely on Centrepay the most—particularly people who need ongoing accommodation support.We encourage Services Australia to:• Provide thoughtful exemptions or adaptations for essential services like housing• Implement safeguards that address the real risk of homelessness upon cancellation• Consider the operational reality of small charities who are part of the solution  |
| **Would you like to provide any feedback on the proposed fees?**  |
|   | Yes  |
| **How would the changes to fees affect you or your business?**  |
|   | Sheltered by Grace already pays the current Centrepay transaction fee of $0.99 ($0.90 + $0.09 GST) per client, per transaction. As such, the standardisation of this fee will not materially change our financial position under the proposed model.However, as a small not-for-profit charity with no government funding, we would like to note the cumulative financial burden that this fee represents over time. With multiple clients using Centrepay on a weekly basis to cover their board and lodging, this cost adds up quickly for a grassroots organisation like ours.Given our reliance on donations and grants to operate, we would welcome consideration for greater flexibility or an expanded fee waiver category that could apply to:• Registered not-for-profits or charities providing essential services such as housing• Organisations that provide accommodation to Centrelink recipients as their core service• Services supporting financially disadvantaged clients where the cost of the fee effectively reduces available revenue for delivering supportEven a partial waiver or a capped annual transaction fee limit for small charities could provide meaningful relief without undermining the operational sustainability of Centrepay.We understand the need to cover administrative costs, but we encourage Services Australia to differentiate between for-profit businesses and essential charitable service providers who are already subsidising support for vulnerable Australians.  |
| **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 mandatory Deduction Authority form would have a generally positive effect on our operations at Sheltered by Grace, with some important considerations to ensure it meets the needs of our client group.We are a 24/7 supported accommodation provider for people who are homeless or at risk of homelessness, and our clients use Centrepay to make regular board and lodging payments directly from their Centrelink benefits. Many of our clients live with cognitive impairments, mental health challenges, substance recovery issues, or trauma-related disorders. As such, any process that improves clarity, transparency, and consistency in how Centrepay deductions are authorised is beneficial for both our clients and our team.Positive Impact on Operations• Standardisation of the Deduction Authority process across all Centrepay businesses means we no longer need to maintain or update our own internal forms, which reduces our administrative burden and compliance risk.• Clients will benefit from clearer, more uniform communication about what they are agreeing to when they sign the form—especially when it is explained in plain language and includes accessible information.• The form supports informed decision-making and reinforces client autonomy, which is a core value in trauma-informed care.  |
| **Do you have any feedback on the draft mandatory Deduction Authority form?**  |
|   | Yes  |
| **What content do you suggest is contained within the form?**  |
|   | Key Considerations and ImpactsWhile the intent and structure of the form are beneficial, we do have some concerns that may impact our work unless addressed:1. Literacy, Comprehension, and AccessibilityMany of our clients struggle with reading, understanding formal documents, or retaining verbal instructions. The current version of the form, while improved, could still be difficult for these clients to comprehend independently.To mitigate this, we recommend:• Ensuring the form is available in plain English and reviewed for readability by people with lived experience.• Providing Easy Read or illustrated formats for neurodivergent users or those with intellectual disabilities.• Making translated versions available in common community languages.• Including a clear note that clients may request help completing the form from a case worker or support person.We would also appreciate training materials or guidance from Services Australia for community organisations like ours on how to appropriately support clients to complete the form while maintaining compliance and dignity.2. Integration of End Date / Target Amount RulesIf mandatory conditions like end dates or target deduction amounts are adopted under the broader reforms, the Deduction Authority form must:• Clearly and simply explain what these mean• Outline how clients will be notified if their deduction ends automatically• Indicate what steps they need to take to continue their deduction (especially for ongoing accommodation)For organisations like ours providing indefinite supported accommodation, this is essential to ensure continuity of housing for our clients and to prevent accidental cancellation of payments leading to eviction.3. Administrative Load for Vulnerable ClientsAlthough the form helps prevent misuse, there is a potential unintended impact: if the process becomes overly formal or intimidating, some clients may delay or avoid setting up deductions, putting their housing at risk. Ensuring that staff at Centrelink service centres and in community services are well-equipped to explain and assist with the form is critical.  |
| **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 proposed changes to allow Centrepay to be used for accommodation arrears would have a very positive impact on Sheltered by Grace and the clients we serve.As a supported accommodation provider for people experiencing homelessness or at risk of homelessness, we work with highly vulnerable individuals—many of whom struggle to manage finances due to mental health challenges, addiction, trauma, or cognitive impairment. When a client exits our service while still owing arrears, there are currently very limited pathways to recover those funds without creating further hardship for the client or resorting to legal channels, which are often inappropriate or ineffective in these circumstances.This change would:• Support a culture of responsibility by allowing clients to continue repaying debts after exiting, in manageable amounts, directly from their Centrelink payment.• Reduce the number of clients excluded from re-entry to services due to unpaid debts.• Help protect housing pathways by maintaining a cleaner payment history, which could improve a client’s ability to access transitional or permanent housing in future.• Offer a trauma-informed, dignity-preserving solution to managing arrears, especially where the client left in crisis.At present, if a client leaves Sheltered by Grace with arrears, we are required to cancel the deduction immediately, and there is no option for voluntary repayment via Centrepay. This creates stress for both the client and our service, and can lead to strained relationships or disconnection from vital support systems.Allowing voluntary deductions toward accommodation arrears gives both the service provider and the client a structured, low-barrier tool for resolution and healing, and may prevent future homelessness through relationship preservation and improved financial accountability.  |
| **Are there any other changes that could help better protect and support customers?**  |
|   | Yes. The proposal to allow Centrepay for accommodation arrears is a step in the right direction. However, there are a few additional measures we believe would strengthen the Centrepay system and better protect customers, particularly those experiencing homelessness or severe disadvantage.1. Flexibility for Voluntary Repayment AgreementsWhere arrears exist, allowing clients to negotiate a flexible, low-impact deduction arrangement would encourage greater take-up of the option. This includes:• A sliding scale of minimum repayment based on income type (e.g. DSP vs. Youth Allowance)• The ability to pause repayments temporarily if a client is re-entering crisis• Allowing non-consecutive repayments (e.g. fortnightly or monthly based on client stability)These features would reduce the likelihood that a client becomes overwhelmed and disengages from financial accountability altogether.2. Preventing Debt ExploitationWhile we support the ability to use Centrepay for accommodation arrears, there must be safeguards to prevent exploitation by unscrupulous providers or services with poor governance. This could include:• Requiring providers to submit a clear breakdown of the arrears amount• A confirmation that the client agrees with the arrears figure and has a copy of the statement• Verification that the deduction has been established with informed, voluntary consent, not under duressThis is particularly important in the homelessness space where clients may not retain documents or may have exited services in distress.3. Client Support on ExitAs part of a trauma-informed exit process, we recommend Centrepay include template tools or scripts to support organisations like Sheltered by Grace in:• Discussing arrears with clients in a non-punitive way• Offering Centrepay deductions as part of a supported exit plan• Rebuilding trust in systems through transparent processes and the option to resolve issues collaborativelyThis would help reinforce that Centrepay is not just about payments—it can be part of the recovery and reconciliation process, even after clients leave a service.  |
| **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?**  |
|   | While we are not directly impacted by this reform, we recommend the following considerations to strengthen the implementation of the final utilities bill provision:1. Require Informed Consent and TransparencyTo protect customers from being signed up to deductions they did not approve or understand, utility companies should:• Provide a clear, itemised final bill• Obtain explicit, written consent from the customer before establishing a new Centrepay deduction• Offer a copy of the Deduction Authority form and explain how long the deduction will run for2. Limit Deductions to Essential Utility ServicesTo prevent misuse, Centrepay deductions for arrears should apply only to essential utilities (electricity, gas, water) and not extended to non-essential services such as home entertainment, subscription services, or bundled packages with add-ons.3. Avoid Over-DeductionSome clients are on extremely limited incomes and already have multiple deductions in place. Adding final utility bills could push them below the Centrepay minimum balance threshold or result in other deductions being displaced. We recommend:• Allowing customers to set a capped weekly amount• Ensuring Centrepay notifies them if the new deduction risks their overall budget4. Promote as a Voluntary Debt Recovery OptionThis measure should remain voluntary, with appropriate safeguards to prevent providers from coercing vulnerable clients into agreeing. Educating clients and service providers about this as a tool for dignity-based debt resolution will build trust and support uptake.  |
| **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?**  |
|   | Sheltered by Grace is a small not-for-profit charity providing supported accommodation to people experiencing homelessness or at risk of homelessness. We receive no government funding and rely on donations, grants, and limited board and lodging contributions via Centrepay to sustain our work. As such, we fully support the need for robust compliance and high standards, but we also caution that the proposed compliance obligations may create administrative burdens that disproportionately affect smaller, resource-constrained organisations like ours.We already operate in accordance with high ethical standards, maintain itemised records, provide receipts and summaries of deductions, and adhere to clear protocols for transparency and client protection. However, the proposed changes would impact us in the following ways:1. Increased Administrative Requirements• Keeping auditable records, itemised statements, and copies of deduction authority forms is already part of our practice. However, formalising and expanding these obligations will increase the time and staffing resources required for:• Reconciliation of deductions• Ensuring accessibility of documents over extended periods• Responding to compliance audits or unexpected agency requestsFor a small charity with limited admin staff, this could mean diverting resources away from direct client support, especially if record-keeping systems need to be restructured to meet new standards.2. Broad Wording Around Sanctions and Terminations• The clause allowing the agency to suspend or terminate contracts without notice in cases of “significant or urgent risk” is understandable for serious misconduct—but the language is subjective and open to interpretation.• We request clarification on what constitutes “significant risk,” and recommend that genuine human or administrative errors by community services not be penalised with immediate suspension, particularly where clients rely on Centrepay for housing continuity.3. Communication Volume and Expectations• While we are committed to staying informed and responsive, smaller services can become overwhelmed by volume and frequency of communication from multiple government bodies.• We suggest a monthly digest or simplified compliance summary could assist smaller organisations in meeting their obligations without missing critical updates.  |
| **Do you have any suggestions in relation to business obligations?**  |
|   | Yes. We recommend the following enhancements to make the obligations more workable and proportionate for small not-for-profit service providers:1. Tiered Compliance FrameworkIntroduce a tiered approach to compliance, recognising the different levels of complexity, client volume, and risk associated with various service types. For example:• Tier 1: Large commercial businesses (e.g. utilities, national rental chains)• Tier 2: Community-based providers (e.g. supported accommodation, xxxxx xx xxxxxxThis would allow smaller charities like Sheltered by Grace to comply with streamlined, achievable processes while maintaining high integrity standards.2. Compliance Support and TemplatesServices Australia could create and share:• Template deduction authority storage systems (e.g. simple compliance folders or checklists)• Pre-approved account statement formats for clients• Sample documentation to meet audit-readiness standardsThese tools would reduce the burden on smaller organisations and help ensure consistency across providers.3. Clear Remediation Process Before SanctionsInstead of immediate suspension for non-compliance, businesses should have the opportunity to:• Rectify the issue within a specified time• Access compliance support or clarification from Centrepay administrators• Provide context where breaches may have been unintentional or caused by client-related complexitiesSheltered by Grace often supports clients in crisis and works under complex conditions—there should be room for honest error and restorative practice, rather than instant punitive measures.  |
| **Are there any other changes that could help better protect customers?**  |
|   | Yes. While compliance is essential, customer protection is best served when the business obligations align with client realities—especially for people experiencing homelessness or extreme disadvantage.We recommend:• Special accommodation protocols: Where a provider offers essential housing, deduction records should be paired with housing stability indicators, and clients supported in understanding the connection between payment and accommodation security.• Feedback loop from compliance audits: After a Centrepay audit, businesses should receive a client-friendly compliance summary that can be made publicly available to build trust with clients and referrers.• Client-Centred Risk Prevention: Rather than focusing only on business errors, Centrepay compliance could include tracking patterns where:• A client has cancelled multiple essential deductions (flag for support)• There’s a sudden drop in consistent payments (potential instability)These broader patterns can signal vulnerability and invite timely caseworker involvement, supporting clients before harm occurs.  |
| **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 changes proposed regarding the definition and handling of incorrect payments will have a moderate impact on Sheltered by Grace, primarily in relation to our administrative processes.As a small not-for-profit charity providing 24/7 supported accommodation, we currently do not experience frequent issues with incorrect payments via Centrepay. Clients typically have weekly board and lodging deductions set up for the duration of their stay, and when they exit, we cancel the deduction promptly in accordance with the guidelines.However, the proposed reforms will require us to formalise our procedures further, specifically in the following areas:1. Identification and Reconciliation of Incorrect PaymentsWe will need to enhance our internal procedures to ensure that:• All deductions match active service provision periods• Regular reconciliations are conducted to detect any deductions received after a client exits• Clear records are maintained in case refunds are requiredThis adds to our already significant administrative workload and may require a redesign of parts of our accounting or CRM system to track timelines of deductions more accurately.2. Customer Communication and Refund ProceduresThere are cases where clients leave abruptly or without notice, and later Centrepay deductions might continue before we can cancel them. If a deduction is processed during this time and the client cannot be easily contacted, the refund process becomes complex—particularly for clients who are homeless, have no phone access, or have changed identity or location.The proposed requirement to attempt refunds and notify Services Australia if the client cannot be reached is sound in principle, but in practice, it will require additional time, record-keeping, and potential legal/financial management steps.3. System LimitationsOur existing systems are not fully automated and do not include automatic reconciliation flags for post-exit payments. Adapting to this compliance obligation may involve investment in digital systems or further staff training—which can be a strain on small organisations like ours with no government funding.  |
| **Do you have any suggested improvements you would like to provide about your obligations and rights with respect to incorrect payments?**  |
|   | Yes. We propose the following suggestions to make the incorrect payment obligations more workable for small not-for-profits like Sheltered by Grace:1. Grace Period Before Classification as “Incorrect”We suggest introducing a 7–10 day grace period after a client exits a service, during which payments will not be automatically considered “incorrect.” This would allow time for deduction cancellations to take effect and reduce the administrative burden of refunding small amounts where the client is no longer contactable.2. Tiered Refund Requirements Based on AmountFor minor overpayments (e.g., under $50), the process for initiating refunds and notifying the agency could be simplified. This could include:• Allowing the provider to hold the funds for a designated period (e.g., 3–6 months) in a suspense account• Permitting donation or redirection to a hardship fund if the client cannot be located after multiple documented attemptsThis would avoid the disproportionate use of staff time and avoid operational costs exceeding the value of the refund.3. Clear Templates and GuidanceWe request that Services Australia:• Provide template documentation for logging incorrect payments and refund attempts• Offer a flowchart or checklist to guide organisations through the required steps, including sample wording for client outreachThis will help smaller organisations ensure compliance and reduce ambiguity in interpretation.4. Establish a Central Referral Point for Unreachable ClientsIf a provider cannot contact a client to process a refund, a secure central repository or contact system through Services Australia could allow:• Submission of basic identifying data• Future redirection of refund if the client re-engages with Centrelink or another registered serviceThis would help protect funds for clients while removing the burden from small organisations to track individuals indefinitely.  |
| **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?**  |
|   | At Sheltered by Grace, we welcome the requirement for all Centrepay-registered businesses to maintain a minimum complaint policy and procedure. We already have a complaints process in place as part of our broader service delivery and quality assurance framework, which includes responding to client concerns promptly and with transparency.The proposed requirement will have a positive but modest administrative impact on our organisation. We will need to:• Ensure that our existing feedback and complaints policy is formally aligned with the Centrepay Terms of Use• Review and, if necessary, update documentation to make sure complaints specifically related to Centrelink payments and Centrepay deductions are clearly addressed• Communicate this process more explicitly to our clients in writing or as part of our intake proceduresGiven that we work with highly vulnerable people—many of whom have experienced trauma, institutionalisation, or distrust of formal systems—it’s critical that complaints pathways are:• Simple• Clear• Accessible• Culturally and emotionally safeHaving a defined, Centrepay-aligned policy helps us ensure these standards are met. However, it may require minor adjustments in how we document and present this information.  |
| **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 support the complaint resolution framework in principle, but we have the following suggestions based on our work with at-risk and marginalised clients:1. Ensure Complaints Processes Are Trauma-InformedMany Centrepay users in supported accommodation are hesitant to complain due to fear of conflict, power imbalance, or past negative experiences. The complaints process should encourage:• Anonymous feedback options• Access to a support person or advocate• Non-punitive communication that assures the client they will not be penalised for raising concernsWe recommend including these principles in the guidance materials for Centrepay businesses.2. Require Plain English SummariesAll businesses should be required to provide clients with a plain language version of their complaints process that includes:• What can be complained about• How to lodge a complaint (verbally, in writing, or via support worker)• What the process and timeline is• Who they can escalate to if the complaint isn’t resolved3. Encourage Internal Resolution First, Then EscalationSome clients may escalate to Centrelink or Services Australia before trying to resolve the issue with the provider. A staged model should be promoted:1. Lodge complaint with the business2. Receive a clear outcome within 10–14 days3. Escalate to the agency if not resolved or handled fairlyThis helps protect business-client relationships while still maintaining accountability.4. Templates and Guidance for Small ProvidersFor organisations like Sheltered by Grace, a template Centrepay complaints policy or checklist would help ensure we are aligned with expectations without requiring a legal team to interpret compliance documents. We suggest that Services Australia:• Provide a downloadable sample complaint policy• Offer complaint tracking templates (with space for date, summary, outcome)• Deliver optional compliance webinars or training modules  |
| **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?**  |
|   | While the transition plan itself does not directly affect our business, we suggest the following additional measures to ensure customers—particularly vulnerable individuals—are supported during the change:1. Client-Focused Communication StrategyThe proposed reforms will affect tens of thousands of Centrepay users, many of whom are vulnerable or marginalised, including those with:• Low digital literacy• Mental health conditions• Past trauma with service systems• Disabilities or language barriersWe recommend that Services Australia develop a plain English and Easy Read client communication package that explains:• What the reforms mean• What is changing and what is not• What action (if any) clients need to takeThese communications should be made available to Centrepay businesses to distribute directly to clients, in both print and digital formats, with translated versions in major community languages.2. Dedicated Transition Support HotlineConsider establishing a temporary Centrepay Transition Support Line that both clients and businesses can call for clarification and assistance. Many clients are likely to experience confusion or distress if a service they previously paid for through Centrepay is suddenly unavailable. Having access to real-time support could prevent anxiety and payment disruption.3. Impact Monitoring for At-Risk PopulationsWe suggest that Services Australia monitor the impact of these changes on at-risk groups, including:• People in supported accommodation• Aboriginal and Torres Strait Islander clients• Clients with disabilities or on DSP• Young people on Youth AllowanceEarly detection of payment issues or housing risk associated with the reforms should prompt responsive adjustments to implementation or communication.4. Collaborative Rollout with Community OrganisationsSheltered by Grace and other community organisations are on the frontlines with Centrepay users. We encourage the agency to:• Collaborate with the homelessness and community services sector to co-design client education tools• Offer training sessions or info packs for caseworkers and financial counsellors• Treat these organisations as delivery partners in a successful and humane reform rollout  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | Sheltered by Grace would like to offer the following broader feedback on the Centrepay reform process, particularly in light of our position as a frontline supported accommodation provider for people who are homeless or at risk of homelessness.1. Centrepay Is More Than a Bill-Paying Tool – It’s a Safeguard Against HomelessnessFor our clients, Centrepay is not just a convenient way to pay bills—it is often the only way they can reliably maintain their housing. Many of the people we support live with complex trauma, addiction, mental health challenges, or cognitive impairments. Managing money independently is difficult for them, and Centrepay offers a vital structure to keep up with board and lodging payments and remain safely housed.We urge Services Australia to continue recognising essential accommodation as a core protected purpose of Centrepay, and to ensure that reforms do not unintentionally remove or undermine this function.2. The System Must Reflect the Needs of the Vulnerable – Not Just the CapableMany of the proposed reforms (e.g. end dates, target amounts, cancellation rights) assume a level of executive functioning, financial literacy, and proactive management that not all Centrepay users possess. For individuals living with trauma, acquired brain injuries, or disordered thinking, these processes can be confusing or inaccessible.We recommend a risk-tiered model for Centrepay services and safeguards that:• Prioritise additional protections for clients using Centrepay for essential services (like housing)• Require alerts or flags when a high-risk deduction (such as for board and lodging) is cancelled• Provide the option for caseworker or support person involvement with informed client consent3. Increased Compliance Burden on Small Charities Must Be Managed CarefullySheltered by Grace is a small charity with limited staff and no government funding. While we are committed to compliance and accountability, the volume of new obligations—record-keeping, audit readiness, refund procedures, complaint protocols—will add significant administrative weight to our operations.We respectfully ask Services Australia to:• Provide streamlined templates, checklists, and sample policies• Offer training or onboarding support for small not-for-profit providers• Consider a tiered compliance framework that differentiates between large commercial entities and essential, community-based services4. Voluntary Arrears Repayment Is a Powerful and Compassionate AdditionWe strongly support the proposed changes allowing clients to use Centrepay for voluntary repayments of accommodation or utility arrears. This change empowers people to resolve their debts in a structured and affordable way, preserving their dignity and enabling them to reconnect with services they may have previously exited under stress or crisis.We recommend this feature be:• Clearly explained to clients in plain English• Paired with safeguards to prevent coercion or miscommunication• Made as flexible as possible to support clients in unpredictable life situations5. Transition Success Depends on Communication and AccessibilityMany Centrepay users, including our clients, will not proactively review terms or policy updates. Without clear, accessible, and proactive communication, they may miss critical changes that affect their housing, services, or debt obligations.We encourage the agency to:• Release plain-language, multi-format communications for clients and support organisations• Include community organisations as implementation partners• Ensure that client-facing Centrelink teams are trained to explain these reforms simply and supportivelyWe appreciate that Services Australia is undertaking a significant and well-considered reform of Centrepay. It is clear the agency has engaged widely, taken feedback seriously, and made customer protections a central theme. Our only request is that the final system reflect not just theoretical safeguards, but the lived realities of those most at risk of homelessness and financial harm.Centrepay is, and should remain, a life-stabilising tool for Australia’s most vulnerable. These reforms are an opportunity to preserve that mission while strengthening the framework around it.We thank you for the opportunity to contribute and for including voices from the homelessness support sector.  |

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| **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)
 |
| **How would the removal of the Service Reason/s affect you, or your business?**  |
|   | Hi can you please tell me what category my business would fall in to?We are called a butchery but we do sell all types of food provisions including but not limited too, bread milk butter eggs cereal's rice sugar and lots more day to day grocery items, We are the Community store for our local and surrounding remote and very remote communities, including Carnarvon, Mount Magnet, Mullewa, Yalgoo, Mingenew.We are situated in Geraldton 450km North of Perth and we act as a hub for the above communities to be able to access cheaper food provisions rather than having to rely on very expensive remote supermarkets.We have been providing Centre Pay for over 7 years now with approx. 1000 customers in our Data base who have become very reliant on our service.I contacted Centre Pay help desk last week in the hopes to talk to some one about our unique situation to hopefully work out how we can keep our service alive for our fellow Australians. I was told to have my "say" on this question air and ask for a response.So this is me asking, please email me back so we can please keep fellow Australians Fed.Food provisions are so so important to keep on Center Pay for our community with out it, kids will go hungry and drugs and alcohol will go rampid.So many stories from the last 7 years on just how good Centre Pay has been for families trying to feed them selves and others.Can you please email me at xxxxxxxxxxxxxxxxxwith a solution to this problem  |
| **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?**  |
|   | Loss of income leading to closure of another Australian small business  |
| **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?**  |
|   | Taking away our lively hood.  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | Please email me to out line what is clearly a Community Store and what is deemed remote, as we serve many remote communities  |

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| **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?**  |
|   | Inclusion Australia  |
| **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?**  |
|   | * Motor Vehicle Registration
* Household Goods Lease and Rental
* Savings
 |
| **How would the removal of the Service Reason/s affect you, or your business?**  |
|   | Inclusion Australia is the national peak organisation representing the rights and interests of Australians with an intellectual disability and their families. Founded more than 70 years ago in 1954, our mission is to work with people with an intellectual disability, their families and our members to make positive change. Our strength is in our national representation and our connection to our community. We have a member organisation in every state and territory across Australia:   • ACT Down Syndrome and Intellectual Disability (ACT DSID) • Council for Intellectual Disability (NSW CID) • Developmental Disability WA (DDWA) • Inclusion Northern Territory (Inclusion NT) • Parent to Parent Queensland (P2P) • South Australian Council on Intellectual Disability (SACID) • Speak Out Advocacy (Tasmania)  • Victorian Advocacy League for Individuals with Disability (VALID). Thank you for the opportunity to take part in this consultation. Many people with an intellectual disability and families in our community use Centrepay, and feedback from our member organisations indicates that it is an important service that assists in easing administrative burdens and promoting pathways for increased financial independence and self-management. We have also heard that Centrepay is important for people in our community who may be experiencing Family and Domestic Violence (FDV), providing the security of knowing vital payments can continue to be safely made and a portion of their income is secure. We would like to express appreciation for the NSW Council for Intellectual Disability’s (CID) Advocacy Group (AG), which is made up of members who are people with intellectual disability who meet monthly at CID to discuss and be consulted on matters pertaining to systemic advocacy. We draw on their feedback and quotes in this submission. Our community is overwhelmingly against the proposed removal of certain services from Centrepay due to the negative impacts this could have on people with intellectual disability. One person with an intellectual disability in our community summarised his thoughts as such: “Don’t change Centrepay during a cost-of-living crisis.”People with an intellectual disability told us they were unaware of many of the functions that Centrepay fulfils beyond rent and utilities payments. Because of this, they felt strongly that the proposal to remove some services from Centrepay’s remit due to a low uptake was the wrong solution. Instead, their preference is for Centrepay to instead better advertise these services to potential Centrepay clients. Our community drew attention to two areas in particular:Car registration: There is strong disagreement with ceasing the inclusion of car registration in Centrepay’s payment services. We are concerned that, despite the apparent low uptake, the people who do use it will be disadvantaged. Moreover, our community felt strongly that the low uptake is a result of people not knowing that they can use Centrepay for car registration. As a result, we encourage Centrepay to ensure that more people know about it.Savings: Our community strongly disagreed with the proposed removal of savings from Centrepay’s services. They said that if it helps some people, Centrepay should keep providing it as an option. They also said that some people use Centrepay's savings option to avoid unexpectedly going into debt – i.e. it builds up a buffer for them in case unexpected costs arise and they need to use their savings.     |
| **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 agree with the need to prohibit never-ending deductions, with the exception of accommodation and utilities by introducing an end date and a target amount for each arrangement. Deduction arrangements that will last longer than 12 months need an accessible mechanism for Centrepay users to review and reconfirm them at least once each year.  |
| **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?**  |
|   | In their current forms, all new application forms and policy documents (and the consultation papers more generally) are not accessible for people with an intellectual disability.Our community is clear that lack of accessibility is a barrier across the Centrepay system more broadly, too. People with an intellectual disability raised concerns about the inaccessibility of the online options, with their overall feedback being that myGov is very difficult for them to navigate without support: • “My disability support worker helped me [to apply on myGov].” • “I could not do it online.” • “I need a support worker to help me [to navigate myGov], and support workers are not always available.” • “I need help on the myGov website. I can get in, but I need help [navigating it].” • “I went into Centrelink to get help with myGov, and they said just to come into office.” Furthermore, we note that there is no easily accessible Easy Read version of relevant Centrepay information or application forms. While Services Australia has attempted to demystify the online application process by making a step-by-step guide with screenshots and accompanying text xxxxxx xxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx the guide is inaccessible for people with intellectual disability (and potentially others with different disabilities), presenting a visually cluttered and confusing set of instructions. One of our community members also shared the difficulty he had had when navigating a dispute involving Centrepay, which raises serious concerns about procedural accessibility for people with intellectual disability in Centrelink processes. Having successfully applied to use Centrepay to make a compulsory payment for a service, the member was subsequently sent a bill by that service. The service claimed that Centrepay hadn’t paid the bill. When the member attempted to resolve this with Centrepay, staff told him that it had been paid in full for some time. The member experienced significant confusion and distress in attempting to navigate and mediate this dispute. This distress compounded the existing stress he was experiencing at the time. This case study spotlights the potential inaccessibility of existing systems and processes within Centrepay for people with an intellectual disability. Centrepay needs to make sure that their internal processes regarding payment disputes are examined and optimised for accessibility for people with an intellectual disability.  |
| **Are there any other changes that could help better protect customers?**  |
|   | We also wish to note that while we welcome the ongoing consultation with community to test and refine the proposed reforms to Centrepay, both the previous and current consultations have not included accessible versions of consultation papers, including Easy Read. This, together with the short consultation period, has significantly limited opportunities for our community to take part in shaping the future of the program. This also prevents people with an intellectual disability who use Centrepay from understanding the proposed reforms and what the changes may mean for them. We ask that future consultations on any Services Australia programs include accessible mechanisms for consultation, including Easy Read translations of all consultation information and extended timelines for engagement. In addition, the forthcoming reforms to Centrepay should be communicated in timely and accessible ways, including through Easy Read information, to ensure that people with an intellectual disability are aware of the changes and can make informed decisions about their use of the service. We warmly invite further conversations or questions about increasing the accessibility of consultation and communications about the reforms.  |
| **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?**  |
|   | Deduction arrangements that will last longer than 12 months need an accessible mechanism for Centrepay users to review and reconfirm them at least once each year.  |
| **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?**  |
|   | Feedback from our member organisations highlighted that the payment of arrears is an important safeguard against the poor payment records or blacklisting experienced by some customers due to their inability to pay arrears through Centrepay. However, as an added safeguarding measure, we recommend that arrears payments be made an opt-in, voluntary process for customers. Customers must also be provided with accessible information explaining how they have accumulated arrears and how they can use Centrepay to manage or repay them, including information about advocacy and/or legal support services.  |
| **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?**  |
|   | Inclusion Australia and our members strongly agree with the need to reform Centrepay to strengthen safeguards against exploitation, increase supports for those using the service, and preserve the voluntary, self-directed nature Centrepay. This is crucial for people with an intellectual disability, who are more likely to experience barriers to financial independence, lack of support for financial decisions, and financial exploitation.Multiple research studies have found that people with an intellectual disability are more likely to experience financial exploitation compared with other people with disability, and the general population more broadly. This was also a key finding from the Disability Royal Commission. While many businesses use Centrepay fairly, stronger protections are needed to eliminate instances of businesses targeting populations who are more susceptible to exploitation, and stronger supports are needed for this cohort. For example, the xxxxxxxx xxxx xxxxxxxxx xxxxxx has outlined many examples of poor – and in some cases, abusive – businesses practices through the use of Centrepay. In many of these instances, the people being targeted may not be aware that the business is in breach of Centrepay policy and are unlikely to make a complaint. This issue is likely to significantly impact people with an intellectual disability, where the lack of accessible information and complaints pathways is a barrier across multiple systems.The Disability Royal Commission made a number of important recommendations to improve oversight and complaints mechanisms across government systems. We note the recent investment in the Complaints Resolution and Referral Service as part of the Government’s initial response to Disability Royal Commission Recommendation 11.4 to create accessible complaint pathways.  |
| **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  |
| **Do you have any suggested improvements you would like to provide about your obligations and rights with respect to incorrect payments?**  |
|   | People with an intellectual disability who use Centrepay also require accessible information about their rights and what safeguards are in place to protect them from exploitation by poor business practices, which does not currently exist. This gap has not been recognised or addressed by the current proposals set out in the consultation paper. We recommend the Department work with Services Australia to develop accessible information about individual rights and complaints pathways, which must include information about accessing support through Services Australia and externally through individual advocacy and legal support services.In addition, as part of the intent to strengthen protections for customers of Centrepay, we believe improvements to communication systems are urgently needed to ensure they meet the needs of people with an intellectual disability. We recommend Services Australia implement an alert to Centrepay users if their proposed deduction will exceed a certain percentage of their social security payments, which must include a referral to independent advocacy and/or legal support services.  |
| **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 Disability Royal Commission made a number of important recommendations to improve oversight and complaints mechanisms across government systems. We note the recent investment in the Complaints Resolution and Referral Service as part of the Government’s initial response to Disability Royal Commission Recommendation 11.4 to create accessible complaint pathways. We recommend that as part of the Centrepay reforms, the Department of Social Services works with Services Australia to develop accessible information about this service – which does not currently exist - and actively promote the service to the community, including how it can be used to investigate and resolve complaints arising through Centrepay operations.  |
| **Do you have any further feedback on the proposed reforms?**  |
|   | Thank you again for the opportunity to take part in this consultation. We warmly invite further conversations with the Department about any of the issues or recommendations we have raised.  |