



Status Resolution Support Services Programme Repayment Agreement

Status Resolution Support Services Programme

The Status Resolution Support Services (SRSS) Programme provides financial assistance and a range of support services. When you enter the SRSS Programme, you may be eligible to receive SRSS Payments from the Australian Government Department of Human Services (Human Services). Human Services will make the SRSS Payments on behalf of the Department of Home Affairs (the Department). In limited circumstances, an SRSS Provider may also make payments on behalf of the Department.

What is the Repayment Agreement?

A Repayment Agreement (Agreement) is an arrangement between you and the Department. It requires you to repay any overpayment, advance payment or other amount not intended by the Department to be paid under the SRSS Programme. If you receive a payment under this Agreement, which you are not entitled to keep under the SRSS Programme, you may be required to repay the amount in full or by instalments to the Department, depending on your personal circumstances. The Department will also have an option to claim repayment of such amounts as legally enforceable in a court.

You must read and sign this Agreement before the Department can provide you with support services under the SRSS Programme, including payments. If you need assistance to understand this Agreement, talk to your SRSS Provider or an officer of the Department who can arrange an interpreter for you.

You should ensure that you read and understand form 1450 *Privacy notice and consent* before completing this Agreement. Form 1450 is available from the Department's website www.homeaffairs.gov.au/allforms/ or offices of the Department.

Important information about privacy

Your personal information is protected by law, including the *Privacy Act 1988*. Important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of your personal information, including sensitive information, is contained in form 1442i *Privacy notice*.

Form 1442i is available from the Department's website www.homeaffairs.gov.au/allforms/ or offices of the Department.

You should ensure that you read and understand form 1442i before completing this form.

What does this Agreement mean?

There may be instances when you receive unintended payments under the SRSS Programme. If so, you will have to repay those amounts, whether they arise from an overpayment from Human Services or because you received an advance payment under the SRSS Programme.

This Agreement sets out your legal obligations to repay amounts owing to the Department. Such amounts may become legally recoverable against you as debts under a court order. This Agreement authorises Human Services and the Department to deduct money from your regular SRSS Payments and to claim repayment by court order as a debt to the Department.

What is an overpayment under this Agreement?

There may be situations where Human Services mistakenly pays you too much money. This is called an overpayment. When you have been overpaid, you are required to repay this money to Human Services. Overpayments may be caused by a number of reasons including:

- data entry error or system error;
- you do not notify Human Services that there has been a change of circumstances. For example, you have been receiving other income, you have not declared your partner's income or you have received compensation; and
- damage made by you or your family member to property, including end of lease repairs.

If you receive overpayments for any reason, through no fault of your own, even if the fault of Human Services or the Department, repayment will be claimed against you as debts to the Department.

What happens if I have an overpayment?

If you owe money to Human Services, you will be sent a letter telling you:

- why you owe the money;
- the amount owed;
- when the amount is due to be paid; and
- how you can make the payment.

If the amount owing is not paid by the due date, your regular SRSS Payments from Human Services will be reduced by 5 per cent of your fortnightly payment to help you repay this amount. Alternatively, the Department may claim repayment of amounts owing by court order as a debt. You may not be able to get advance payments (see below) from the Department until the amount owing is repaid. If you have any questions about your amounts owing or you would like to discuss the amount being deducted, please talk to your SRSS Provider or telephone Human Services on 131 202.

What is an advance payment?

An advance payment is money paid to you before you are normally meant to receive a payment. In limited circumstances, your SRSS Provider may make an advance payment to you. Examples of advance payments include:

- initial payments;
- rent in advance loans; and
- rental bond loans.

You may not be eligible to receive an advance payment if:

- you are already repaying an advance payment; or
- you have outstanding amounts owing to the Australian Government (which includes Human Services and the Department).

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Status Resolution Support Services Programme Repayment Agreement

Agreement to repay amounts owing

The Commonwealth of Australia represented by the Department of Home Affairs (the Department), under the Status Resolution Support Services (SRSS) Programme, offers you financial assistance and a range of support services.

Such assistance and services will only be provided subject to the terms of this Agreement.

By signing this Agreement, you will enter into a legally enforceable arrangement with the Department.

Clause 1

I understand:

- (a) if I am overpaid or receive an advance payment, the amount of the overpayment or advance payment will be deducted from my future SRSS Payments to repay the amount owed.
- (b) if I damage a person's property while in a residence arranged under the SRSS Programme, the outstanding amount owed and any associated costs will be deducted from my future SRSS Payments.
- (c) if I receive an overpayment for any reason whether or not my fault or the fault of Human Services or the Department, that overpayment may be recoverable against me as a debt under a court order.

Clause 2

I understand:

- (a) I will be advised by Human Services or the Department of the amount owing and the due date by which it must be repaid.
- (b) if I am unable to repay the amount in full by the due date, I must contact Human Services or the Department and come to an agreement with Human Services to repay the amount by way of deductions from any future SRSS Payments I may be eligible for.
- (c) if an agreement to repay the amount owed by deductions is reached I will be advised of the amount of those deductions and the date when those deductions will commence.

Clause 3

My authorisation to Human Services and the Department:

- (a) If I do not reach an agreement with Human Services or the Department, I authorise Human Services to recover an overpayment, advance payment or other amounts owing, in the amount and at a rate not exceeding 5 per cent from any future SRSS Payments.
- (b) I authorise Human Services and the Department to deduct an amount at a rate not exceeding 5 per cent of any future SRSS Payments I receive to repay any amounts owing incurred under the SRSS Programme.
- (c) I understand that if I am unable to repay an amount owing by deductions at the rate and in the manner detailed in this clause (3), I will contact my SRSS Provider and Human Services to inform them of my inability to pay.

Clause 4

Authorisation and Disclosure of Personal Information

I authorise and consent to:

- (a) Human Services and the Department making all necessary enquiries in relation to my repayment of amounts owing or in relation to undertaking debt recovery action against me under this Agreement.
- (b) Human Services and the Department using and disclosing any personal information collected from me for the purposes of the SRSS Programme to:
 - i. each other;
 - ii. State and Commonwealth government agencies;
 - iii. my SRSS Provider; and
 - iv. Law enforcement agencies including courts.

Please open this form using Adobe Acrobat Reader.

Either type in the fields provided or print this form and complete it using a pen and BLOCK LETTERS.

Tick where applicable

Undertaking

Individual's details – to be completed by the individual

1 Individual's full name (BLOCK LETTERS)

Family name

Given names

Date of birth Day Month Year

Person's ID

ImmiCard number (if applicable)

2 Acknowledgement

I understand that:

- this Agreement is an arrangement between the Commonwealth of Australia and me.
- the law applying to this Agreement is the law of the Australian Capital Territory (ACT).
- this Agreement can be enforced against me in a court with jurisdiction under the law of the ACT.
- by signing this Agreement, I accept the terms of the above from the Commonwealth of Australia as a legally enforceable arrangement.

Signature of individual

Date Day Month Year

3 Was an interpreter used?

No You do not need to complete any more questions. Return this completed Agreement to your case worker.

Yes **If an interpreter was used in the preparation of this Agreement**, the interpreter must complete their details on page 4.

The interpreter's details must be confirmed by the individual.

Interpreter's details – to be completed by the interpreter

4 Interpreter's full name (BLOCK LETTERS)

Family name

Given names

Address (a work address is sufficient)

Postcode

TIS number

Language

5 Certification

- I have accurately interpreted the contents of this Agreement to the person and checked their understanding prior to them signing.
- I am aware of the confidentiality clause under which I have been engaged and agree to not disclose any information contained in this Agreement.
- I understand the English language and the language used for interpretation and I have truly interpreted the contents of this Agreement.

Signature of interpreter

Day Month Year
Date

Confirmation of interpreter's details – to be completed by the individual

6 I, (individual's full name – BLOCK LETTERS)

through the interpretation of (interpreter's full name – BLOCK LETTERS)

confirm that the interpreter has first declared that he/she has truly interpreted the contents of this Agreement.

Signature of individual

Day Month Year
Date