



Australian Government



Services
Australia

Electronic Verification of Rent (EVoR) Policy and Terms

August 2026

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Part A: Definitions

1 Defined Terms

- 1.1 For the purposes of the EVoR Policy and Terms, all uses of the following defined words within this document will carry the definition ascribed to them:

access manager: a person who can manage system access for personnel using Business Hub services on behalf of our business, except for the authorised officer. They can't legally bind a business.

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

authorised officer: a person who has the legal authority to act on behalf of a business and enter into an agreement with us. The authorised officer must be in Australia.

business, you, or your: an individual or company with the legal capacity to enter into an agreement with us that may use EVoR, and where the context permits, a reference to an organisation that has agreed to the EVoR Policy and Terms and we approved to use EVoR, or its successors.

business day: a Monday, Tuesday, Wednesday, Thursday or Friday unless it is a public holiday or a bank holiday in the place where an action needs performing or a payment is due.

Business Hub: the secure internet service or any system that replaces it that a business uses to access EVoR related online services.

business representative: any officer, employee, contractor, subcontractor, court appointed representative (for example a bankruptcy trustee or a liquidator) of the business.

change in control: in relation to a business, means any circumstance in which a new organisation or individual obtains the capacity to determine the outcome of decisions about the operating policies and practices of the business.

contact officer: a person a business nominates for specific matters such as system issues or reconciling accounts. A contact officer can't legally bind a business or enter into an agreement with us.

customer: a person who gets a Centrelink income support payment and is also a resident in accommodation provided by a business approved to use EVoR.

Customer Reference Number (CRN): the government identifier the agency uses to identify customers.

customer representative: a person the customer or law authorises, to represent the customer or manage the customer's affairs. Any action that a customer may perform, a customer representative may also perform.

EVoR business application: the Services Australia [Business Application – Electronic Verification of Rent form](#) to apply to use EVoR.

EVoR Policy: the policy for accessing and using EVoR set out in Part C of this document.

EVoR Policy and Terms: the policy, terms and conditions set out in this document that constitute the agreement for accessing and using EVoR.

EVoR procedural guide: the [Electronic Verification of Rent procedural guide for businesses](#) that explains how to use EVoR.

EVoR Terms: the terms and conditions for accessing and using EVoR set out in Part D of this document. We amend these from time to time.

overseas recipient: a person not located in Australia or an external Territory who receives personal information that does not relate to them from an entity bound by the Australian Privacy Principles.

regulatory bodies: any organisation or government agency involved in the regulation of a business. For example, Australian Securities and Investments Commission (ASIC) and the Australian Competition and Consumer Commission (ACCC).

supported accommodation: retirement village, nursing home, lifestyle village, specialist disability or hospice style accommodation.

Third Party Organisation (TPO): any external entity that is engaged by the business for any purpose, and, during the engagement, has access to customer information. Such entities include but are not limited to, subcontractors, agents, service providers, consultants, or outsourced personnel.

user: the staff of a business, authorised to access and use EVoR on behalf of the business.

use EVoR: in relation to a business, means we approve a business to access EVoR related online services available through Business Hub. This enables the business to send information to us to verify and update customer rent amounts each time the rent changes.

we, our, us or the agency: a reference to the Commonwealth of Australia represented by Services Australia, or its successors.

Part B: Introduction and objective

2 Introduction to EVoR

- 2.1 EVoR is a free and secure online data exchange service available to businesses. It enables them to send information to us to verify and update customer rent amounts each time the rent changes.
- 2.2 Businesses must update the rent details in EVoR between 15 and 50 calendar days before the rent changes.

3 Objective of the EVoR service

- 3.1 The objective of the EVoR service is to provide an efficient process for the verification and reassessment of rent assistance for customers.
- 3.2 We may change the EVoR Policy and Terms and any supporting documentation at any time. We will publish an updated version on the [Services Australia](#) website.
- 3.3 The Social Security, Veterans' Affairs and privacy laws that regulate our handling of customer information support the EVoR Policy and Terms. Under those laws, we can disclose customer information to third parties when the customer has provided consent to do so.

Part C: Electronic Verification of Rent (EVoR) Policy

4 Policy purpose

- 4.1** The EVoR Policy section of this document gives Services Australia's staff and stakeholders clear information about the EVoR framework. It sets out the following:
- a) What your business should consider before applying to use EVoR.
 - b) An outline of the process for applying for EVoR.
 - c) What we expect your business to do, or not do, to get approval or continue to use EVoR.
 - d) Actions we may take in respect of your business's use of EVoR.
 - e) Circumstances when we may suspend or withdraw our approval for your business to use EVoR.
 - f) How your business can ask for a review of decisions we've made.

5 EVoR framework

- 5.1** The EVoR framework consists of:
- a) the EVoR Policy and Terms
 - b) the EVoR business application
 - c) the EVoR procedural guide
 - d) an approval letter stating any additional conditions for approval, or varied EVoR Terms that your business must agree to before using EVoR.
- 5.2** Your business acknowledges and agrees that, in addition to the EVoR Policy and Terms, any other relevant documents are legally binding for your business. Such documents include but are not limited to:
- a) Business Hub Terms and Conditions.
 - b) EVoR procedural guide.
- 5.3** At the time that your business is approved to use EVoR, the agency will provide it with a list of such documents. We will notify your business if any additional documents or updates to existing documents become applicable.
- 5.4** Your business is responsible for familiarising itself with these documents and must ensure it and its employees' compliance with them as a condition of using EVoR. Failure to comply with these relevant documents may result in the suspension or withdrawal of your business's approval to use EVoR.

6 Apply for EVoR

- 6.1** Your business must make an application to the agency to use EVoR. We will assess the application to determine if we can approve your business to use EVoR.
- Your business agrees to the EVoR Policy and Terms for using EVoR and Business Hub by completing and submitting the EVoR business application.
- 6.2** Your business must:
- a) complete all questions on the application form that are applicable to your business
 - b) provide all supporting documentation

- c) have an Authorised officer of your business sign the EVoR business application.

7 Criteria for approval to use EVoR services

7.1 For us to approve your business to use EVoR, it must be either:

- a) a not-for-profit community or an Indigenous housing organisation providing affordable rental accommodation to customers
- b) a business providing supported accommodation to customers.

7.2 Your business must:

- a) have a current Australian Business Number (ABN) or Australian Company Number (ACN)
- b) provide a postal address, physical address and contact details of a business representative in Australia
- c) have processes and procedures in place to ensure compliance with its obligations under relevant privacy and secrecy legislation as applicable to your business
- d) protect customer information from misuse, interference, loss, unauthorised access, modification or disclosure
- e) agree to comply with any directions we give relating to the collection, recording, use or disclosure of customer information
- f) comply with all applicable Australian requirements for registration, industry regulation, licensing or accreditation in relation to any of its activities and the provision of residential accommodation services
- g) agree to comply with the EVoR Policy and Terms
- h) comply with any additional conditions we impose in your approval letter
- i) comply with the expectations of businesses set out in the EVoR Policy and Terms.

8 Assessing your application

8.1 Meeting the approval criteria above does not mean that we will approve your business to use EVoR. We will not approve your business to use EVoR if, in our opinion, any of the following apply:

- a) Your business may have in the past conducted its activities in an unlawful or unethical manner.
- b) Your business is unlikely to fully comply with the EVoR Policy and Terms, any conditions on its approval to use EVoR, or the expectations of businesses in the EVoR Policy and Terms.
- c) Your business's participation in EVoR would adversely affect the reputation of the Australian Government in any way.
- d) A factual matter relevant to our consideration of your application remains uncertain and is not resolved to our satisfaction.

8.2 We may consider the past behaviour of your business, any related entities and any officer, employee or business associate.

8.3 We may consider information from:

- a) your business
- b) regulatory bodies
- c) consumers and consumer groups
- d) our previous dealings, including any non-compliance and rejected applications, with your business or its officers, employees or business associates
- e) our own enquiries.

- 8.4** We may take into account whether your business is a member of an external dispute resolution scheme, and if participation in such a scheme is required or common for the type of activities your business engages in.
- 8.5** We may consider complaints made against your business, even if the behaviour complained about was not found to be in breach of any law by a court.
- 8.6** We may request further information about your EVoR business application before completing our assessment. This can either be from your business or from other sources.
- 8.7** If we require further information from your business, you must provide it within 20 business days or we may reject the application.

9 Outcomes of an application

- 9.1** We may make any of the following decisions:
- a) Approve your business to use EVoR on the EVoR Policy and Terms.
 - b) Approve your business to use EVoR on the EVoR Policy and Terms and impose additional conditions in an approval letter.
 - c) Approve your business to use EVoR if your business agrees to any variation to the standard EVoR Policy and Terms as notified in an approval letter.
 - d) Refuse to approve your business to use EVoR.
- 9.2** Before making a final decision, we will permit your business a reasonable opportunity to make submissions if we propose to:
- a) refuse approval to use EVoR
 - b) vary the EVoR Terms before approving your business to use EVoR.

10 Expectations of your business

- 10.1** We expect that a business we approve to use EVoR will conduct its activities in a way that is both:
- a) beneficial to customers
 - b) not detrimental to us or our reputation.
- 10.2** We may suspend or withdraw your business's approval to use EVoR if you don't meet any of the following expectations. Your business must:
- a) read and understand the EVoR Policy and Terms document and the EVoR procedural guide and act consistently with all applicable documents, including those set out in [clause 5.2](#)
 - b) comply with any additional conditions or varied EVoR Terms included in an approval letter
 - c) continue to meet the criteria for approval as set out in [clause 7](#) of the EVoR Policy and Terms at all times
 - d) notify us within 5 business days of any changes to its business activities, especially changes to criteria in [clause 7](#) of the EVoR Policy and Terms. This includes changes to:
 - i. business structure or practices, including any change in control
 - ii. your ABN or ACN
 - iii. contact details for your business
 - iiii. your authorised officers, access managers and contact officers through Business Hub
 - e) not submit customer data without prior consent of the customer
 - f) notify us immediately of any security incidents or breaches of these expectations in respect of customer information

- g) not charge a fee to customers for using EVoR
- h) only use the service for the purpose described in your EVoR business application.

10.3 Your business acknowledges that a fundamental condition of user access prohibits it and its staff from providing or permitting access to any data provided by us about a customer to any third party (for a fee or otherwise). This is only acceptable after first obtaining the express consent of the customer and where it is permitted by law.

10.4 Your business must direct and ensure that its staff comply with the following obligations:

- a) Our requirements on the use and management of account credentials to access EVoR.
- b) Where required by the agency, undertakes in writing, in a form specified by us, to fully comply with and act in a manner consistent with the obligations under the EVoR Policy and Terms and any additional conditions.
- c) Be aware of your business and user's obligations under the EVoR Policy and Terms and any additional conditions when using the EVoR service or customer information.
- d) Be aware of the EVoR Policy and Terms and any conditions attached to your business's approval to use EVoR.
- e) Act consistently with the EVoR Policy and Terms and any conditions attached to your business's approval to use EVoR.
- f) Be aware of and act consistently with the privacy and secrecy legislation for personal, protected and confidential information.

10.5 Your business must also:

- a) promptly arrange to give us any undertakings by staff we require under the EVoR Policy and Terms
- b) notify us immediately if it becomes aware of any failure of its staff to comply with the requirements or any undertaking referred to in the EVoR Policy and Terms
- c) immediately remove user access if the person is no longer authorised to act on behalf of your business
- d) maintain a filing system that enables efficient retrieval of individual customer consent records and make those records available for inspection by us at any reasonable time
- e) comply with all laws that regulate your business including, without limitation, consumer protection, registration, financial and privacy laws
- f) behave ethically, lawfully and fairly in its dealings with customers
- g) participate at its own cost in any audits or reviews of its staff access to, and use of, EVoR
- h) not use the Customer Reference Number (CRN) for any purpose other than for EVoR data exchange
- i) adopt appropriate measures to safeguard the CRN against loss, unauthorised use or disclosure
- j) retain customer consent records for 2 years from the date the customer stops being a customer of your business unless:
 - i. there is a legal reason why you must retain it for longer
 - ii. we notify you of a different timeframe.

10.6 Upon obtaining consent from a customer to use EVoR, your business must take all reasonable steps to ensure that the customer's rent details are updated in the event of any changes. This includes:

- a) Actively using EVoR to update the customer's rent details between 15 and 50 calendar days before the rent changes.
- b) Contacting the EVoR Helpdesk to resolve any technical issues that may arise during the update process.
- c) If, after reasonable efforts, your business is unable to update the customer's rent details via EVoR (including after seeking assistance from the Helpdesk), your business must notify the customer

within 10 business days that it has been unable to make the update. This notification must advise the customer that they need to update their details directly with Services Australia to maintain their eligibility for Rent Assistance.

10.7 We expect your business to make rent updates electronically.

11 Notification and management of data breaches

11.1 Your business must notify us within 24 hours of becoming aware of an actual or suspected 'eligible data breach' as defined under the Notifiable Data Breaches (NDB) Scheme, established by Part IIIC of the *Privacy Act 1988* (Privacy Act). The notification must include all relevant details of the breach, including the nature of the breach, the information involved, and any steps taken to mitigate harm.

11.2 Where your business:

- a) suspects that there may have been an eligible data breach in relation to any EVoR information your business holds, it must also:
 - i. provide us with a written report within 3 business days
 - ii. carry out an assessment in accordance with the requirements of the Privacy Act
- b) is aware that it has experienced an eligible data breach relating to any EVoR information your business holds, it must also:
 - i. take all reasonable action to mitigate the risk of the eligible data breach causing serious harm to any individual to whom the EVoR information relates
 - ii. take all other action necessary to comply with the requirements of the Privacy Act
 - iii. take any other action as reasonably directed by us
 - iv. take any other action as reasonable directed by the individual to whom the EVoR information relates.

Your business must fully cooperate with us in managing the breach, including taking any necessary actions to contain the breach, prevent further unauthorised access or disclosure, and assist in notifying affected individuals where required. Your business must keep all records related to the breach and the actions taken in response.

12 Obligations of Third Party Organisations (TPOs)

12.1 It will be a condition of approval that any contract your business has with any other entity that requires the disclosure of customer information must include a provision that the other entity must not engage in, or authorise, any act or practice that would breach the Australian Privacy Principles (APPs) contained in the Privacy Act.

12.2 Your business must conduct a thorough vetting process before engaging any Third Party Organisations (TPOs) that will have access to customer information. This vetting process should include assessing the TPO's ability to comply with the privacy, secrecy, and data protection obligations outlined in the EVoR Policy and Terms.

12.3 Your business must ensure that any TPO that it engages, and that has access to customer information, is bound by privacy and secrecy obligations that are equivalent to or exceed those set out in the EVoR Policy and Terms. These obligations include, but are not limited to, compliance with:

- a) the APPs
- b) the Privacy Act
- c) any relevant secrecy provisions under the *Social Security Act 1991*
- d) any relevant secrecy provisions under the *Social Security (Administration) Act 1999*.

12.4 Your business must ensure that any TPO:

- a) implements robust privacy and data protection measures that safeguard customer information against misuse, interference, and loss, as well as unauthorised access, modification, or disclosure
 - b) adheres to the same standards of consent management as required by the EVoR Policy and Terms to ensure it obtains, documents, and manages customer consent appropriately
 - c) cooperates fully with your business and us in the event of an actual or suspected data breach, in accordance with the data breach notification and management requirements outlined in the EVoR Policy and Terms
 - d) understands and agrees to its legal obligations under the EVoR Policy and Terms, including any audit or review processes we initiate to ensure compliance.
- 12.5** Your business is responsible for ensuring that any agreements with TPOs are documented in writing and clearly outline the TPO's obligations under the EVoR Policy and Terms. Your business must also monitor the TPO's compliance with these obligations on an ongoing basis.
- 12.6** Your business must ensure that all TPOs and their personnel who have access to customer information receive regular training on their privacy, secrecy, and data protection obligations. Your business must document the training and refresh it periodically to ensure ongoing compliance.
- 12.7** Your business acknowledges that it is liable for any breaches of privacy, secrecy, or data protection obligations committed by its TPOs. Your business agrees to indemnify and hold us harmless against any claims, losses, damages, or costs arising from the acts or omissions of the TPO.

13 Disclosure of customer information to overseas recipients

- 13.1** Your business must notify us and seek written approval before disclosing any customer information to an overseas recipient. The notification must include details of the jurisdiction(s) your business will be disclosing the information to and the purpose of the disclosure. We reserve the right to approve or reject such requests at our discretion.
- 13.2** Your business must ensure that any overseas recipient of customer information is treated as a TPO and meets all the requirements that apply to a TPO under the EVoR Policy and Terms.
- 13.3** Before engaging in any disclosure of customer information to an overseas recipient, your business must obtain the express consent of the customer in the manner specified in the EVoR procedural guide.
- 13.4** Your business must take all reasonable steps to ensure that any overseas recipient of customer information does not breach the APPs in relation to that information. Such steps include entering into legally binding agreements with the overseas recipient that require their compliance with the APPs, such as contracts or terms of service. The overseas recipient must also be subject to the same privacy, secrecy and data protection obligations as a TPO under the EVoR Policy and Terms, including any audit, compliance and reporting requirements.
- 13.5** Your business is responsible and accountable for ensuring that any overseas recipient complies with all privacy, secrecy, and data protection obligations as required under the EVoR Policy and Terms. Any failure by the overseas recipient to do so will be treated as a breach by your business, which may be subject to penalties, including termination of access to EVoR.

14 Customer consent

- 14.1** Customer consent is voluntary. A customer may withdraw their consent at any time without having to give any reason to either us or your business. Your business must keep accurate records of the customer's instructions. Your business must get customer consent before sending any customer information via EVoR to us.
- 14.2** Unless your customer consent record has been previously approved by the agency in writing, your business must obtain customer consent using the wording and specified form available in the EVoR procedural guide.

- 14.3** Your business must confirm the identity of both the customer, and their customer representative if applicable, when obtaining consent.
- 14.4** Your business must create a customer consent record when the customer provides consent.

15 Cost to use EVoR

- 15.1** There are no ongoing costs to use EVoR.
- 15.2** There may be some costs for set-up and testing of EVoR for an existing or new business. There may also be costs for other assistance relating to EVoR. We will send a quote to your business for fees for these services before we incur the costs. Businesses must pay us the fee within 30 days of receiving the invoice.

16 Dispute resolution

- 16.1** If a dispute arises between your business and a customer for any reason, it is the responsibility of the customer and your business, not Services Australia, to resolve your differences.
- 16.2** In the case of a dispute between a customer and Services Australia, we will have the right to access any material necessary in the possession of your business. You must provide all reasonable assistance to Services Australia in the investigation of any issues to such a dispute.

17 Withdrawing from EVoR

- 17.1** Using EVoR is voluntary. If your business decides it no longer wishes to use EVoR, it must give us at least 20 business days notice. We will remove the users access to EVoR.
- 17.2** Your business will still have continuing obligations, of a legally binding nature, to the agency under the EVoR Policy and Terms after it ceases using EVoR.

18 Actions if your business is not meeting expectations

- 18.1** We have options available when managing your business's compliance with the EVoR Policy and Terms. These fall into the following 3 categories:
 - a) Varying the EVoR Terms or imposing conditions upon your business's approval to use EVoR.
 - b) Suspending access to EVoR.
 - c) Withdrawing the approval for your business to use EVoR.

19 Varied EVoR Terms or additional conditions for continued use of EVoR

- 19.1** We may vary the EVoR Terms or impose additional conditions at any time. This would normally occur when your business breaches the EVoR Policy and Terms or doesn't meet our expectations, but we don't consider suspension of access or withdrawal of approval necessary.
- 19.2** Some examples of varied EVoR Terms or additional conditions that we may require of your business are:
 - a) Complete a compliance plan.
 - b) Do or not do certain things.
 - c) Follow strict procedures in relation to certain customers or transactions.

20 Suspend access or withdraw approval to EVoR

- 20.1** We may suspend access or withdraw approval for your business to use EVoR at any time to ensure compliance. We may also do so if, in our opinion, your business may be or is no longer suitable for approval to use EVoR. This includes if:
- a) your business's circumstances change and we need to check your business's suitability to use EVoR
 - b) your business does not fully participate in a review or audit when we ask it to
 - c) we are unable to contact your business for any reason
 - d) your business does not provide information we have requested
 - e) we are considering withdrawing your business's approval to use EVoR, but a final decision is pending
 - f) your business's connection to, or use of our IT system has, does or may compromise the security, integrity or performance of that system
 - g) we are investigating a matter relating to your business which, if confirmed, would constitute your business seriously breaching the EVoR Policy and Terms or a condition of approval
 - h) any information your business gave us about itself or its activities is untrue, or is no longer true
 - i) in our view, your business fails or is likely to fail to meet any or all our expectations
 - j) your business breaches the EVoR Policy and Terms or additional conditions of its approval to use EVoR and allowing your business to remedy the breach is not appropriate or possible in the circumstances.
- 20.2** If your business has not used EVoR for a period exceeding 2 years, the agency reserves the right to withdraw your business's approval for access to the service without prior notice. Your business will be notified in writing of the withdrawal and advised that if it wishes to use the service in the future, it may submit a new business application for consideration.
- 20.3** With the exception of [clause 20.2](#), we will give your business reasonable opportunity to make written submissions to us before we make any decision to either:
- a) suspend or withdraw its approval
 - b) impose additional conditions on its continued access to EVoR.
- 20.4** We will notify your business, in writing, of any decision to either:
- a) suspend or withdraw its approval
 - b) impose additional conditions on its continued access to EVoR.
- 20.5** We will not permit any further user access after we withdraw approval.

21 Compliance with the EVoR Policy and Terms

- 21.1** We conduct audits or reviews to ensure that your business continues to:
- a) satisfy the criteria for approval
 - b) comply with the EVoR Policy and Terms
 - c) comply with any additional conditions
 - d) remain suitable to use EVoR.
- 21.2** Such audits or reviews may be initiated by us or be in response to customer complaints or information received from regulatory bodies or other sources that indicate a compliance review may be necessary.
- 21.3** Your business must ensure documents or records are available to us upon request. If your business doesn't provide documents or records, we may:
- a) suspend access to EVoR until your business provides the information

b) withdraw your business's approval to use EVoR.

21.4 We may share compliance review findings with appropriate regulatory and government bodies. This includes information about the officers of your business.

22 If a business disagrees with a decision

22.1 Your business may ask us to conduct a review of our decision to:

- a) refuse to approve your business to use EVoR
- b) impose an additional condition or vary the standard EVoR Terms on approval to use EVoR
- c) suspend your business's access to EVoR
- d) withdraw your business's approval to use EVoR.

22.2 Your business must request a review of a decision in writing. You must submit the request within 10 business days of receiving notification of our decision. The request must include:

- a) the reasons for seeking the review
- b) any information and evidence to support the request for review.

22.3 We will give your business reasonable opportunity to make written submissions to the reviewing officer before they make the final decision.

22.4 An officer not previously involved in the agency's decision will conduct the review. We will notify your business of the review decision within 20 business days of us receiving the request for review. The review decision is final and no further internal reviews are possible.

23 Provide feedback or submit a complaint

23.1 We welcome [feedback](#) on the operation of EVoR.

23.2 We may refer complaints about the actions of a business approved to use EVoR to relevant regulatory bodies for investigation or undertake an audit or review.

23.3 If the complaint relates to a breach of the EVoR Policy and Terms, we will investigate the matter and take necessary action.

23.4 Your business can make a complaint to us about:

- a) our actions regarding EVoR
- b) the operation of EVoR, such as the availability of the service.

Part D: Electronic Verification of Rent (EVoR) Terms

24 Application

- 24.1** The terms of the agreement between our agency and your business for using EVoR includes:
- a) the EVoR Policy and Terms
 - b) the EVoR procedural guide
 - c) your completed EVoR business application
 - d) any conditions we specify in the approval letter.
- 24.2** The agreement starts on and from the date we approve your business to use EVoR. The agreement terminates if:
- a) we withdraw approval for your business to use EVoR
 - b) your business voluntarily withdraws from using EVoR.
- 24.3** We make EVoR available to your business as consideration for your business's compliance with these EVoR Terms.
- 24.4** Clauses [26](#), [29](#), [31](#) and [32](#) survive termination of the agreement.
- 24.5** This agreement forms the entire agreement between all parties connected with its subject matter. In the event that any previous agreements or understandings have occurred between the parties in connection to this subject matter, this agreement supersedes them.

25 System availability

- 25.1** We do not guarantee that EVoR will be available at all times. If the system is unavailable at any time or for any reason, check if there's a planned outage on the [Business service changes](#) section of our website.

26 Customer consent

- 26.1** Your business must have a valid customer consent record, as outlined in [clause 14](#), that is current at the time of each EVoR transaction. The consent must authorise your business to verify and update the customer's rent amount electronically with us each time the rent changes.

27 Customer consent renewal

- 27.1** Your business must obtain renewed consent from the customer at least once every 2 years to continue using EVoR on their behalf.
- 27.2** Alternatively, at least once every 2 years your business may inform the customer that it is relying on the consent the customer previously provided. This notification must include an option for the customer to opt out of the continued use of their information for EVoR purposes.
- 27.3** Your business must use wording for both the consent and the opt out notification as specified in the EVoR procedural guide.
- 27.4** Your business must keep a record of any opt out notifications that it has provided to a customer. This must include the method of contact, the options provided to the customer to withdraw their consent, and any response from the customer.

28 Mandatory identity verification when obtaining consent

- 28.1** Your business must confirm the identity of both the customer, and their representative if applicable, when obtaining consent for EVoR and before making a rent update using the service.
- 28.2** Your business must conduct this identity verification using reliable and secure methods, such as:
- a) verifying government-issued identification
 - b) multi-factor authentication
 - c) Proof of Record Ownership processes
 - d) other means that are consistent with best practices for identity verification.
- 28.3** Your business is strictly prohibited from using a customer's information from EVoR as a means of confirming their identity. Failure to verify a customer's identity before accessing EVoR may result in the unauthorised disclosure of customer information. This constitutes a serious breach of privacy under the Australian Privacy Principles (APPs) and the EVoR Policy and Terms.
- 28.4** Your business must ensure that any employees involved in the use of EVoR receive training in proper identity verification procedures as outlined in the EVoR procedural guide and understand the critical importance of this step in protecting customer information.

29 Use and disclosure of information

- 29.1** Your business must take all the following actions in respect of any information you get from us and a customer for the purposes of EVoR:
- a) Ensure compliance with its obligations under relevant confidentiality and secrecy provisions and the Privacy Act.
 - b) Not do any act or engage in any practice which would result in us being in breach of our obligations under relevant confidentiality and secrecy provisions or the Privacy Act.
 - c) Comply with the Privacy Act and the APPs as if it were an **organisation** under the Privacy Act. This includes obligations related to the collection, use, disclosure, and management of customer information, ensuring that personal information is handled in a manner consistent with the Privacy Act. Your business must implement practices, procedures, and systems to ensure compliance with the APPs in relation to all activities involving EVoR.
- 29.2** Your business is responsible for the actions of every person that accesses EVoR using your business's user access credentials. This applies whether or not that person is acting in the course of their duties on behalf of your business.
- 29.3** Your business must not allow another organisation or individual to use your business's access to EVoR, except where:
- a) your business engages that organisation or individual to verify and update a customer's rent amount electronically with us
 - b) the organisation or individual is auditing your business's performance regarding accommodation services your business provides on their behalf.
 - c) your business ensures that the engaged organisation or individual complies with the obligations of your business set out in this agreement. In such circumstances, your business remains responsible for the actions or inactions of the organisation or individual using your business's EVoR access.
- 29.4** For EVoR information, your business must not:
- a) submit information on behalf of another organisation
 - b) under any circumstances supply customer information to a third party for a fee.
- 29.5** Your business must not adopt, use or disclose a Customer Reference Number (CRN) or any other government identifier as its own identifier unless:

- a) it's to access EVoR to verify and update a customer's rent amount electronically with us each time the rent changes, as authorised by that customer's consent
- b) we grant prior permission
- c) there is a legal reason.

29.6 Your business must securely destroy each customer consent record that contains a customer's CRN immediately after the period referred to in [clause 10.2\(j\)](#) expires in relation to that customer consent record.

30 Conduct of business

- 30.1** Your business must not represent its approval to use EVoR in a manner that represents us as endorsing of your business or its activities.
- 30.2** Your business must not misrepresent to customers the EVoR Terms on which EVoR is available.
- 30.3** Your business must comply with the EVoR Policy and Terms, as amended from time to time.

31 Intellectual property

- 31.1** We may provide materials to your business to enable it to access and use EVoR, such as:
 - a) software
 - b) technical specification documents, including:
 - i. private algorithms
 - ii. access credentials
 - iii. secret keys
 - c) equipment
 - d) goods
 - e) information or data stored by any means.
- 31.2** If we make any material available to your business, all these apply:
 - a) Ownership of intellectual property rights for that material always remains with us.
 - b) Your business may use that material solely for the purpose of accessing and using EVoR.
 - c) Your business must treat all material as confidential and not make the material available to any other person or party.
 - d) Your business must not modify, de-compile, exploit for commercial use or customise the material.
 - e) Your business must not sub-license any of the material.
- 31.3** We may, at any time, require your business to return, delete, destroy or otherwise cease using any material provided by us.
- 31.4** Upon termination of the agreement, your business must immediately:
 - a) return the EVoR material to us
 - b) securely delete any EVoR material that you have incorporated into any system or documentation, as applicable.
- 31.5** Your business must comply with any directions we give it in relation to any material we provide.

32 Audits

- 32.1** The agency, the Australian National Audit Office, or the Office of the Australian Information Commissioner may conduct audits or reviews of your business's activities. These can be in relation to:
- a) obtaining, creating, retaining and storing of customer information, including customer consent records
 - b) use and disclosure of customer information, including the CRN or any other government identifier
 - c) your business's use of our intellectual property, including compliance with any licences we've given you
 - d) your business's use of EVoR in general.
- 32.2** Your business must make relevant records available for any audits or reviews.
- 32.3** Each party will bear its own costs of any audits or reviews conducted.

33 Fees

- 33.1** Your business must not charge a fee to a customer for the use of EVoR.

34 Updates to EVoR Terms

- 34.1** We may, from time to time, update these EVoR Terms and publish them on the Services Australia website.
- 34.2** Your business is responsible for remaining informed of any updates to these EVoR Terms before accessing EVoR.
- 34.3** If your business does not agree to comply with those updated EVoR Terms, it must withdraw from using EVoR by notifying us immediately. Your business must notify us immediately that they withdraw.
- 34.4** Your business will be taken to have agreed to the updated EVoR Terms if it does not withdraw from using EVoR after the EVoR Terms are updated.

35 Governing law

- 35.1** The law in force in the Australian Capital Territory governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of that place.

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