



OE & DR Pope Pty Ltd - Privacy Policy

1. Privacy Commitment

Thank you for visiting our Website and for reviewing our Policy. We respect the importance of your privacy and the Personal Information in our care. We have created this Policy in order to demonstrate our firm commitment to your privacy.

We are subject to and seek to ensure that all Personal Information we collect is handled in compliance with the Australian Privacy Principles contained in the Act. This Policy sets out how we collect, hold, use and disclose information (including Personal Information) that we obtain from you. This Policy also includes our Credit Reporting Policy which sets out how we collect, hold, use and disclose Credit Information to comply with our credit reporting obligations under the Act and the Credit Reporting Code registered under section 26S(1) of the Act (**Code**).

2. Collection of Personal Information

2.1. We collect Personal Information as well as non-personally identifiable information that you voluntarily provide.

2.2. We will only collect Personal Information about you:

- from you (including via online enquiry forms you submit, Personal Information you provide to us via cloud or online applications operated by us or our service providers, our direct discussions with you, any emails or other correspondence you send to us and any negotiations we have with you as to the supply of goods or services to you, forms and application which you complete and provide to us);
- as part of the process of appointing you as a supplier of goods or services to us;
- if you have created an online account with us, from your use of that online account or our website;
- from any person authorised by you to provide such Personal Information to us;
- from third party contractors and suppliers we engage to help us provide services;
- from external sources where the information is publicly and readily available; and
- from third parties where it is otherwise unreasonable or impractical to collect such Personal Information from you directly. In such cases, we will inform you before, or as soon as reasonably practicable after, we collect such Personal Information.

2.3. As an example, and without limiting the types of Personal Information we collect, we may collect your name, address and contact details such as (a) telephone number and email address, and (b) financial information.

2.4. Through technology we may automatically record details including your internet address, domain name and the date and time of your visit to our Website (including the web pages viewed), your browser and operating system. If you link to our Website from another website then that information may also be recorded. We may also use cookies (small files exchanged between a website server and your computer) on our Website. If you do not want to allow cookies to be used to collect information, you can disable cookies on your computer by changing the security and privacy settings in your browser.

2.5. Where you provide us with Personal Information of third parties you warrant to us that the relevant individuals have consented to you disclosing their Personal Information to us.

3. Use and disclosure of Personal Information

3.1. How we use your Personal Information varies based on the services we are providing. Generally, we may use your Personal Information:

- as necessary to provide goods and services to you;
- for recruitment purposes;

- to negotiate a contract for the provision of goods and services to you and to carry out and deal with you in respect of the same;
- to engage you to provide goods and services to us and to manage such relationships with you;
- for customer relationship management purposes and to respond to your queries;
- to analyse client needs and improve the services we provide;
- for direct marketing of goods, services and property to you (you can opt out of such direct marketing by clicking the 'Unsubscribe' link in our emails or other electronic communications, or sending an email to us at the contact details in paragraph 14 below with your contact details requesting that you no longer receive direct marketing materials from us);
- for accounting and administrative purposes; and
- for other purposes related to our provision of goods and services to you.

3.2. We will not use or disclose your Personal Information for a purpose other than for that which it was collected unless you have provided your consent or you would reasonably expect us to use or disclose the Personal Information for that other purpose.

3.3. We may disclose your Personal Information:

- to our contractors, agents and service providers (for example, information technology contractors, debt collection agencies, our sub-contract suppliers of goods) but only (a) for the purpose of providing services and goods to you, (b) as necessary to facilitate the operation of our business, and/or (c) for the purpose of storing your Personal Information;
- as required or authorised by law;
- as necessary to provide services, goods or sale of property to you;
- to third parties with whom we are affiliated for the purpose of those third parties providing you with information about their services and promotions;
- to any person with your consent; and
- to our professional advisers but only so they can advise us in respect of the same.

3.4. Information other than Personal Information collected when you visit our Website may be used to monitor usage of and decide how to improve and promote our Website, products and services (including online advertising).

4. Collection, use and disclosure of Sensitive Information

4.1. We will not collect Sensitive Information without your consent.

4.2. If we collect Sensitive Information, we will collect such Sensitive Information directly from you and only to the extent reasonably necessary to provide services to you.

4.3. Sensitive Information will only be disclosed in accordance with the Act as follows: (a) for the primary purpose for which it was collected, (b) for a secondary purpose that is directly related to the primary purpose, or (c) as required by law.

5. Requirement to provide information

In general, you are not required to provide personal information to us. However, if you wish to receive information about our services, or goods events, industry updates or to apply for employment, you acknowledge that it may not be practical for you to use a pseudonym or otherwise not identify yourself and that we may require you to provide certain Personal Information or Credit Information. If you do not provide some or all of the Personal Information or Credit Information requested, we may not be able to provide you with some or all of the services you request.

6. Cross-border disclosure

6.1. Some of the Personal Information and Credit Information we collect may be disclosed to our contractors, agents and service providers located outside of Australia for storage purposes.

- 6.2. We take such steps as are reasonably necessary in the circumstances to ensure that any overseas third party service providers we engage do not breach the Australian Privacy Principles. You consent to your information being disclosed to a destination outside Australia for this purpose, including but not limited to the United States of America.

7. Collection of Credit Information

We may provide credit to you from time to time (for example, by giving you time to pay our account for services) and this may involve the collection of Credit Information. We may collect Credit Information about you (a) directly from you or from persons acting on your behalf (including via application forms submitted by you or on your behalf, or Credit Information you provide to us via cloud or online applications operated by us or our service providers), and (b) from third parties, including credit reporting bodies and other credit providers, to assist us in determining whether we will provide credit to you.

8. Use and disclosure of Credit Information

- 8.1. With your express consent, as required by law or court order and otherwise in accordance with Part IIIA of the Act and the Code, we may use or disclose the Credit Information we have collected to:

- credit reporting bodies;
- third parties that perform credit assessment and debt collection services on our behalf;
- our contractors, agents and service providers; and
- current or prospective guarantors in relation to credit we may provide to you.

- 8.2. We may use or disclose Credit Information we have collected about you to:

- decide whether or not to provide credit to you;
- assess your suitability to act as a guarantor for another credit facility;
- collect outstanding debts and enforce guarantees; and
- comply with our legal or regulatory obligations.

- 8.3. We may also use Credit Information we hold about you for internal management purposes and to respond to queries or complaints about our treatment of your Credit Information. We may disclose your Credit Information to credit reporting bodies if you fail to make payments to us or if you commit a serious credit infringement.

- 8.4. The credit reporting policies for such credit reporting bodies will be available on their websites. You have the right to contact any credit reporting bodies to whom we disclose your Credit Information and request that they do not (a) use your Credit Information for pre-screening purposes to determine your eligibility to receive direct marketing from credit providers, and (b) use or disclose your credit information if you have been or are likely to be a victim of fraud.

9. Holding and security of your Personal Information and Credit Information

- 9.1. We may store your Personal Information and Credit Information in hard copy or electronic format, in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.

- 9.2. We take reasonable steps to:

- ensure that any Personal Information or Credit Information we hold or disclose about you is up to date, complete and correct; and
- protect your Personal Information and Credit Information from misuse, interference, loss, and unauthorised access, modification and disclosure using electronic and physical security measures.

- 9.3. We will destroy or delete any of your Personal Information or Credit Information which we no longer need to retain noting that we are required by law to retain certain information for a number of years after we have ceased providing the services. If you email us any information (including Personal Information or Credit Information), it is sent at your own risk as it may not necessarily be secure against interception.

10. Accessing and correcting Personal Information and Credit Information

- 10.1. We rely on the accuracy of the Personal Information and Credit Information you provide to us. We take reasonable steps to ensure that your Personal Information and Credit Information is up to date including by (a) asking you to

confirm your Personal Information and Credit Information is still correct when you attend our office or otherwise interact with us in any way, and (b) contacting you if we become aware that your Personal Information or Credit Information is no longer correct.

- 10.2. On your request, except to the extent that we are lawfully able to refuse such a request, we will provide you with access to Personal Information and Credit Information that we hold about you. All requests about the Personal Information or Credit Information that we hold should be made by email or in writing to us (see clause 14 of this Policy for our contact details). We will try to respond to your request within a reasonable period.
- 10.3. If you satisfy us that Personal Information or Credit Information that we hold about you is misleading, inaccurate, out of date or incomplete, except to the extent that we are lawfully able to refuse such a request, we will correct the Personal Information and Credit Information that we hold about you. If it is reasonable and practicable to do so, we will give you access to your Personal Information and Credit Information in the manner that you request. We do not generally charge for providing such access but may do so in certain circumstances.
- 10.4. In the event that we deny access to or refuse to correct your Personal Information or Credit Information that we hold, we will provide you with written reasons and the mechanisms available to complain about such refusal.

11. **Third party websites**

When you leave our Website, you will be going to websites that are beyond our control. Our Policy does not apply to third party websites. Our Policy only governs the handling of your personal information by the Company.

12. **Changes to policy and complaints**

We may amend this Policy from time to time without notice to you. The revised Policy will take effect when it is uploaded on our Website. If you believe that we have breached our privacy or credit reporting obligations under the Act, you can make a complaint by emailing or writing to us (see clause 14 of this Policy for our contact details). We will attempt to complete our investigation and resolve your complaint within 14 days from the date you lodge your complaint. If we think it will take longer to resolve your complaint, we will inform you. If we do not resolve your complaint to your satisfaction or you are dissatisfied with the action we have taken, you can make a complaint to the Office of the Australian Information Commissioner. For further information about how to do this, please contact the Office of the Australian Information Commissioner on 1300 363 992 or visit www.oaic.gov.au.

13. **Meanings**

In this Privacy Policy (**Policy**):

- 13.1. a **reference** to **us**, **our** or **we** is to OE & DR Pope Pty Ltd (ACN 007 645 810).
- 13.2. **Act** means the *Privacy Act 1988* (Cth).
- 13.3. **Credit Information** includes identification information (for example, name, date of birth, driver's licence number, current and recent addresses and employment details), historical details of credit (including type and amount of credit sought or obtained) and repayment history, information about applications for credit, information about defaults and payment arrangements, details of insolvency proceedings, bankruptcy agreements, judgements and arrangements with creditors, information relating to activities and credit worthiness in Australia and external Territories, information recorded on the National Personal Insolvency Index and opinions of credit providers regarding serious credit infringements;
- 13.4. **Personal Information** means information (including an opinion) about an individual whose identity is apparent or can reasonably be ascertained from the information whether true or not and whether or not recorded in a material form;
- 13.5. **Sensitive Information** has the meaning given by the Act and includes Personal Information which relates to an individual's racial or ethnic origins, religious beliefs or affiliations, trade association, trade union membership, sexual orientation, criminal record and information as to an individual's health or biometric information.
- 13.6. **Website** means all of the pages located on the website you are currently viewing, being www.popes.com.au.

14. **Contact us**

If you have any queries in respect of our Policy or to request access to your information or make a complaint, please contact us by email or in writing as detailed below:



Attention: Mr Neil Ford
Privacy Officer
5 Boundary Road
Nth Melbourne, Victoria, 3051

T: (03) 9322 1444
E: nford@popes.com.au

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