

## Privacy Policy

### 1. DEFINITIONS AND INTERPRETATION

In this document:

**Australian Privacy Principles** means the Australian Privacy Principles in the Privacy Act. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at <https://www.oaic.gov.au/>.

**Booking System** means any system for booking Services which We make available to the public or any section thereof for the purposes of Us accepting bookings for Services and inquiries about bookings for Services or other inquiries about Services, whether it is in the Website or made available to you through any third party website which We use for any of the above purposes and includes the process of Us taking any booking for services which We may decide to accept by telephone, email or any other means.

**Expiry Date** means the date seven (7) years from the date on which We obtain the Personal Information or Sensitive Information about you or if We enter a contract with you to which that information is relevant or potentially relevant then seven (7) years from the date on which the contract is terminated or otherwise comes to an end.

**Goods** means any goods for sale which We stock and includes Special Order Goods.

**Personal Information** means names, addresses, email addresses, telephone and facsimile numbers, any contact details of a person and any personally identifiable information, including IP addresses and other digital information.

**Privacy Act** means the *Privacy Act 1988 (Cth)* and includes any regulations or other public law instruments made under it, but in any case only to the extent that they are binding on Us or We elect to be bound by them and includes any amendments to any of the foregoing.

**Privacy Policy** means this document as amended by Us from time to time.

**Relevant Person** means Service Recipient and any person who makes a booking for Services for a Service Recipient or who enquires about the provision of Services whether to themselves or to another person or who makes or commences the process of making a booking for Services whether for themselves or for another person, and includes any Director or employee of any Service Recipient who uses or may potentially use Goods or Services, in any way which includes the person in providing Us with any Personal Information or Sensitive Information about themselves or the Service Recipient providing Us with any Personal Information or Sensitive Information about that person and includes any person on whose behalf a booking for Services or an enquiry about a booking or potential booking for Services is made by another person.

**Sensitive Information** means information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

**Service Location** means any premises occupied by Us and the premises of any third party and any Crown or other public land on which We provide Services.

**Service Recipient** means a person to whom We provide a Service or by or in respect of whom We accept a booking for the provision of a Service, whether or not the Service is provided.

**Services** means services supplied by Us including by any contractor on Our behalf of testing and tagging of equipment including but not limited to industrial fall-arrest systems, lifting equipment, electrical equipment, and fire safety, as well as workplace health and safety inspections, HSEQ (health, safety, environment, and quality) auditing, semi-quantitative risk assessments, and consultancy and lecturing or any other service without limitation which We provide.

**Special Order** means any order for goods not normally stocked by Us.

**Special Order Goods** means any goods which have been ordered as part of a Special Order.

### 1.1

**We/Us/Our** means Ryan Gregory McEwan trading as Test & Tag Karratha (A.B.N. 34 904 331 363).

**Website** means the website accessible at <https://testandtagkarratha.com.au/> or at any replacement for that URL at which We decide to have a website and includes any Booking System included in that website.

### 2. APPLICATION OF THIS POLICY

#### 2.1 Persons Covered by Policy

Each Relevant Person agrees to be bound by this Privacy Policy by doing anything which makes them a Relevant Person and agrees on behalf of any person whose Personal Information or Sensitive Information they give Us that that other person is also bound by this Privacy Policy.

#### 2.2 Extent to Which We Follow Privacy Act

Where We are not bound by the Privacy Act but have elected to comply with it or any part of it We are not bound by any amendment to the Privacy Act or the part of it which We have elected to be bound by unless We also elect to be bound by the amendment.

### 2.3 How We Handle Personal Information and Sensitive Information

We will only collect, use, disclose, store, secure and dispose of your Personal Information and any Sensitive Information in accordance with this Privacy Policy and in accordance with the Australian Privacy Principles and the Privacy Act generally.

### 3. COLLECTION AND USE OF INFORMATION

#### 3.1 Booking System

(a) We may collect Personal Information and Sensitive Information about Relevant Persons through a Booking System and through any communications a Relevant Person has with Us about themselves or a Service Recipient.

(b) We may collect Personal Information and Sensitive Information in the course of any enquiry from you or any person booking Services on your behalf preparatory to you or that person booking Services, even if the enquiry does not proceed to Services being booked.

#### 3.2 Website and Booking System Cookies

We may also obtain Personal Information through the use of cookies or similar technologies. By using the Website or any Booking System you agree to accept those cookies and to the provision to Us of any information provided to Us by means of or in connection with such cookies.

#### 3.3 Third Parties

(a) We may obtain Personal Information and Sensitive Information through the use of third party software or Services such as Google Analytics or a third party Booking System, which may use cookies or similar technologies.

(b) You are aware that any third party through the systems of which you send Us any information may also collect Personal Information or Sensitive Information about you. Any such collection and the use of such information after collection is the responsibility of the third party except to the extent that the third party sends information to Us, in which case We are responsible only for how We use it.

(c) We are bound to deal in accordance with this Privacy Policy with any of your Personal Information or Sensitive Information collected by a third party only to the extent the third party sends it to Us.

#### 3.4 Collection of Sensitive Information

We may collect Sensitive Information which is health information which comes to Our notice about a Relevant Person in connection with any injury or accident which they sustain at a Service Location or otherwise in connection with the provision of the Services to themselves or to any other person or any health information which may be relevant to the provision of Goods or Services by Us to a Relevant Person or to another person where a Relevant Person may use or be involved in the use of those Goods or Services.

#### 3.5 Additional Methods of Collection

We may obtain or require you to provide Us Personal Information or Sensitive information in person, via email, through the Website, through a Booking System, by mail or through other such means as We consider appropriate and make known to you in the course of collecting that information.

#### 3.6 No Other Methods of Collection

We do not obtain your Personal Information or Sensitive Information except to the extent stated in this Privacy Policy.

#### 3.7 Purpose of Collecting Personal Information

We collect Personal Information only for the primary purposes of:

- enabling Us to book times for a Service Recipient to use Our Services;
- enabling Us to identify the Service Recipient, their Directors and shareholders and any person who may be using Goods or Services in connection with a supply thereof by Us;
- enabling Us to understand whether any Relevant Person may be at risk or greater risk in relation to their use or involvement in the use of Goods or Services and what measures may be appropriate to be taken by them or any other person to address that risk;
- enabling Us to identify the location of any goods or services provided or leased by Us;
- enabling Us to provide or better or more safely provide Services to Service Recipients;
- enabling Us to understand the relationship of responsibility between a Service Recipient under a legal disability and any person responsible for their care or booking Services on their behalf;
- enabling Us to operate loyalty programs; and
- subscribing you to Our mailing list for news, promotions or other materials. You can unsubscribe from Our mailing list at any time by contacting Us in writing.

#### 3.8 Purpose of Collecting Sensitive Information

(a) We only collect Sensitive Information which is health information, for the primary purpose of:

- enabling Us to be aware of any health condition which a Service Recipient or other person who may be present at a Service Location

in connection with a Service Recipient may have which may affect their eligibility to use Services or to be at such a location or affect the safety of themselves or any other person at such location;

- (ii) (and also information about the religious or philosophical beliefs of a Relevant Person) enabling Us to be aware of any treatment which should or should not be given to a Service Recipient or other person who may be present at a Service Location on the grounds of their health condition or religious or philosophical beliefs in the case of any accident or other emergency at a Service Location or which a first responder may need in connection with any treatment or other assistance they give such a person in connection with such an accident or emergency.

(b) You are not required to provide Us with information referred to in clause 3.8(a).

(c) If You do not provide Us with true and accurate information referred to in clause 3.8(a) or a person booking Services on your behalf does not provide Us with true and accurate information of that kind about you then you, any person who booked Services on your behalf and any person for whom you booked Services takes all risks associated with that information not being provided to Us in a true and accurate way and all such persons indemnify and must keep indemnified and hold Us harmless against and from any loss, damage, injury or liability which any of such persons or We or any of Our employees incur arising out of or in connection with Us not being provided with that information in a true and accurate way at the earliest opportunity.

### 3.9 Use of Information Generally

We will only use Personal Information or Sensitive Information for the primary purpose for which it was collected and for any secondary purposes as relevant to the primary purpose or as required or permitted by law, or as lawfully requested by you.

## 4. DISCLOSURE TO THIRD PARTIES

### 4.1 Disclosure Generally

Subject to clause 4.2 We will not disclose your Personal Information or Sensitive Information to any third party.

### 4.2 When your Personal Information is Disclosed

We will only disclose your Personal Information or Sensitive Information where you consent to Us disclosing that information, where authorised or required to do so by law or where it such disclosure is included within the purpose for which We use Personal Information or Sensitive Information specified above.

## 5. ACCESSING AND CHANGING YOUR INFORMATION

### 5.1 Provision of Information on Request

- (a) We will provide you with a copy of any Personal Information or Sensitive Information which We hold about you upon written request.
- (b) When making a request for a copy of your Personal Information or Sensitive Information We may require that you verify your identity to Our reasonable satisfaction before We provide any of that information to you.

### 5.2 Updating Information

If you believe that the Personal Information or Sensitive Information about you in Our possession is incorrect you may write to Us updating your Personal Information or Sensitive Information. We may require you to provide reasonable evidence that the new Personal Information or Sensitive Information which you ask Us to record as the correct version of the information is in fact correct before We change Our record of it.

### 5.3 Automatic Deletion of Information

- (a) On or after the Expiry Date We will delete and not keep copies of any Personal Information or Sensitive Information which We hold about you, except to the extent We are required by law to retain it for a longer period or We decide in good faith to retain it for a longer period for the purposes of any litigation or investigation pending or threatened or litigation which We propose to initiate concerning the person to whom the Personal Information or Sensitive Information relates.
- (b) If We extend the period for which We hold Personal Information or Sensitive Information about you under clause 5.3(a) We will delete and not keep copies of any Personal Information or Sensitive Information about you promptly after We become aware that the reason for that extension has ended.

### 5.4 Deletion of Your Information on Request

- (a) If you would like Us to delete your Personal Information or Sensitive Information before it is due to be deleted under clause 5.3 you may request Us to do so in writing, stating the reasons as to why you would like Us to do so.
- (b) We will consider such requests in good faith but We are not bound to delete Personal Information or Sensitive Information on request due to the potential that We may be required to or entitled to retain it for a longer period as referred to in clause 5.3(a), including due to any potential for there to be litigation or an investigation of a kind referred to in that clause at a future date.

## 6. MISCELLANEOUS

### 6.1 Policy Changes

We may change this Privacy Policy from time to time without notice to you. We will put any amended version of this Privacy Policy on Our Website within a reasonable time after any change.

## 6.2 Privacy Complaints and Inquiries

If you have any queries or complaints about the handling of your Personal Information or Sensitive Information or queries about this Privacy Policy, We may be contacted for that purpose via the contact form on the Website.

## 6.3 Security of Personal Information and Sensitive Information

We store your Personal Information and Sensitive information in a manner which reasonably protects it from unauthorised access, modification, use or disclosure. When your Personal Information and Sensitive Information is no longer needed, We will destroy your Personal Information and Sensitive Information in accordance with clause 5.3.

## 6.4 Severability

- (a) Despite any other provision of this Privacy Policy to the contrary, this Privacy Policy is not intended to give Us any right in relation to Personal Information or Sensitive Information which We are not entitled to under the Privacy Act or other law to the extent We are not able to modify the operation of that law as it relates to your Personal Information or Sensitive Information by this Privacy Policy or by agreement with you.
- (b) If any provision or part of a provision of this Privacy Policy is contrary to the Privacy Act or any other law then to the extent We are not entitled under the Privacy Act or other law to modify the operation of that law as it relates to your Personal Information or Sensitive Information as provided in that provision or part provision of this Privacy Policy that provision or part provision:
  - (i) must be read down so as not to be contrary to the Privacy Act or other law; or
  - (ii) if it cannot be so read down, the provision or part provision will be severed from this Privacy Policy without affecting the validity, legality or enforceability of the remaining provisions of this Privacy Policy, which will continue in full force and effect.