



# PRIVACY POLICY

UPDATE 2023

This Privacy Policy discloses the privacy practices for;

- a) The firm
- b) The website owned and operated by Industrial Deafness Australia ("Industrial Deafness Australia", "we" or "us", ABN 31 097 096 252) and located at [www.industrialdeafnessaustralia.com.au](http://www.industrialdeafnessaustralia.com.au) ("Website"). It specifies matters relating to the collection, use, disclosure and storage of personal information relating to an individual by Industrial Deafness Australia.

"Personal information", for these purposes, is information or opinion (including information or opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Industrial Deafness Australia acknowledges the Privacy Act 1988 (as amended by the Privacy Amendment Private Sector Act 2000) and takes its obligations under the Act seriously as well as the associated 10 National Privacy Principles (NPPs):

- 1.0 **Collection**
- 2.0 **Use and Disclosure**
- 3.0 **Quality**
- 4.0 **Security**
- 5.0 **Openness**
- 6.0 **Access and Correction**
- 7.0 **Identifiers**
- 8.0 **Anonymity**
- 9.0 **Transborder data flows**
- 10.0 **Sensitive information**

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### 1.0 Collection

- 1.1 Industrial Deafness Australia will not collect personal information unless the information is necessary for:
  - (a) providing the services ("Services") on the Website; and
  - (b) our internal management needs; and
  - (c) our marketing activities (the **primary purpose**).
- 1.2 Industrial Deafness Australia will collect personal information only by lawful and fair means and not in an unreasonably intrusive way.
- 1.3 Either before or when Industrial Deafness Australia collects personal information about an individual from the individual, Industrial Deafness Australia will take reasonable steps to ensure that the individual is aware of:
  - (a) the identity of Industrial Deafness Australia and how to contact Industrial Deafness Australia;
  - (b) the fact that he or she is able to gain access to the information;

- (c) the purposes for which the information is collected;
- (d) organisations (or the types of organisations) to which Industrial Deafness Australia usually discloses information of that kind;
- (e) any law that requires the particular information to be collected; and
- (f) the main consequences (if any) for the individual if all or part of the information is not provided.

**1.4** If it is reasonable and practicable to do so, Industrial Deafness Australia will collect personal information about an individual only from that individual.

**1.5** If Industrial Deafness Australia collects personal information about an individual from someone else it will:

- (a) take reasonable steps to ensure that the individual is or has been made aware of the matters listed in sub-clause **1.3**, except to the extent that making the individual aware of the matters would pose a serious threat to the life or health of any individual; and
- (b) ensure that the person providing the personal information to us has obtained the consent of the individual to the collection use and disclosure of that information in accordance with this Policy, to the extent necessary for us to provide the Services to that individual.

## **2.0 Use and Disclosure**

**2.1** Industrial Deafness Australia will not use or disclose personal information about an individual for a purpose (the **secondary purpose**) other than the primary purpose of collection unless:

- (a) the following apply:
  - (i) the secondary purpose is related to the primary purpose of collection; and
  - (ii) the individual would reasonably expect Industrial Deafness Australia to use or disclose the information for the secondary purpose; and
  - (iii) the use is made by an employee, agent or contractor of Industrial Deafness Australia, in the performance of that person's duties for Industrial Deafness Australia; or
- (b) the individual has consented to the use or disclosure; or
- (c) if the use of the information is for the secondary purpose of direct marketing:
  - (i) it is impracticable for Industrial Deafness Australia to seek the individual's consent before that particular use;
  - (ii) Industrial Deafness Australia will not charge the individual for giving effect to a request by the individual to Industrial Deafness Australia not to receive direct marketing communications;
  - (iii) the individual has not made a request to Industrial Deafness Australia not to receive direct marketing communications;
  - (iv) in each direct marketing communication with the individual, Industrial Deafness Australia draws to the individual's attention, or prominently displays a notice, that he or she may express a wish not to receive any further direct marketing communications; and

- (v) each written direct marketing communication by Industrial Deafness Australia with the individual (up to and including the communication that involves the use) sets out Industrial Deafness Australia's business address and telephone number and, if the communication with the individual is made by fax or other electronic means, a number or address at which Industrial Deafness Australia can be directly contacted electronically; or
- (d) Industrial Deafness Australia reasonably believes that the use or disclosure is necessary to lessen or prevent:
  - (i) a serious and imminent threat to an individual's life, health or safety; or
  - (ii) a serious threat to public health or public safety; or
- (e) Industrial Deafness Australia has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities; or
- (f) the use or disclosure is required or authorised by or under law; or
- (g) Industrial Deafness Australia reasonably believes that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body:
  - (i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
  - (ii) the enforcement of laws relating to the confiscation of the proceeds of crime;
  - (iii) the protection of the public revenue;
  - (iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;
  - (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.

**2.2** If Industrial Deafness Australia uses or discloses personal information under sub-clause **2.1(g)**, we will make a written note of the use or disclosure.

### **3.0 Quality**

Industrial Deafness Australia will take all reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up-to-date.

### **4.0 Security**

- 4.1** Industrial Deafness Australia will take all reasonable steps to protect the personal information it holds from misuse and loss and from unauthorized access, modification or disclosure.
- 4.2** Industrial Deafness Australia will take all reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under Clause 2 above.

## 5.0 Openness

- 5.1** Industrial Deafness Australia has set out in this document our policies on the management of personal information. Industrial Deafness Australia will make this document available to anyone who asks for it.
- 5.2** On request by a person, Industrial Deafness Australia will take reasonable steps to let the person know, generally, what sort of personal information Industrial Deafness Australia holds, for what purposes, and how it collects, holds, uses and discloses that information.

## 6.0 Access and Correction

- 6.1** If Industrial Deafness Australia holds personal information about an individual, Industrial Deafness Australia will provide the individual with access to the information on request by the individual, except to the extent that:
- (a) Industrial Deafness Australia reasonably believes that providing access would pose a serious and imminent threat to the life or health of any individual; or
  - (b) providing access would have an unreasonable impact upon the privacy of other individuals; or
  - (c) the request for access is frivolous or vexatious; or
  - (d) the information relates to existing or anticipated legal proceedings between Industrial Deafness Australia and the individual, and the information would not be accessible by the process of discovery in those proceedings; or
  - (e) providing access would reveal the intentions of Industrial Deafness Australia in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
  - (f) providing access would be unlawful; or
  - (g) denying access is required or authorised by or under law; or
  - (h) providing access would be likely to prejudice an investigation of possible unlawful activity; or
  - (i) providing access would be likely to prejudice:
    - (i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; or
    - (ii) the enforcement of laws relating to the confiscation of the proceeds of crime; or
    - (iii) the protection of the public revenue; or
    - (iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
    - (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders; by or on behalf of an enforcement body; or
  - (j) an enforcement body performing a lawful security function asks Industrial deafness Australia not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.
- 6.2** However, where providing access would reveal evaluative information generated within Industrial Deafness Australia in connection with a commercially sensitive decision-making process, we may give the individual an explanation for the commercially sensitive decision rather than direct access to the information.

- 6.3** If Industrial Deafness Australia is not required to provide the individual with access to the information because of one or more of sub-clauses **6.1(a) to 6.1(j) (inclusive)**, Industrial Deafness Australia will, if reasonable, consider whether the use of mutually agreed intermediaries would allow sufficient access to meet the needs of both parties.
- 6.4** Industrial Deafness Australia intends to charge for providing access to personal information. These charges:
- (a) will not be excessive; and
  - (b) will not apply to the lodgment with us of a request for access to personal information.
- 6.5** If Industrial Deafness Australia holds personal information about an individual and the individual is able to establish that the information is not accurate, complete and up-to-date, Industrial Deafness Australia will take all reasonable steps to correct the information so that it is accurate, complete and up-to-date.
- 6.6** If we disagree with an individual about whether any personal information that we hold is accurate, complete and up-to-date, and the individual asks us to associate with the information a statement claiming that the information is not accurate, complete or up-to-date, we will take all reasonable steps to do so.
- 6.7** Industrial Deafness Australia will provide reasons for denial of access or a refusal to correct personal information.

## **7.0 Identifiers**

- 7.1** Industrial Deafness Australia will not adopt as its own identifier of an individual, an identifier of the individual that has been assigned by:
- (a) an agency; or
  - (b) an agent of an agency acting in its capacity as agent; or
  - (c) a contracted service provider for a Commonwealth contract acting in its capacity as contracted service provider for that contract.
- 7.2** Industrial Deafness Australia will not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned in sub-clause **7.1**, unless:
- (a) the use or disclosure is necessary for Industrial deafness Australia to fulfill its obligations to the agency; or
  - (b) one or more of sub-clauses **2.1(a) to 2.1(g) (inclusive)** apply to the use or disclosure; or
  - (c) the use or disclosure is by a prescribed organisation of a prescribed identifier in prescribed circumstances.
- 7.3** For the purposes of this **Clause 7**, identifier includes a number assigned by Industrial Deafness Australia to an individual to identify uniquely the individual for the purposes of Industrial Deafness Australia operations. However, an individual's name or ABN (as defined in the *A New Tax System (Australian Business Number) Act 1999*) is not an identifier.

### 8.0 Anonymity

Wherever it is lawful and practicable, individuals will have the option of not identifying themselves when entering into transactions, or otherwise dealing, with Industrial Deafness Australia.

### 9.0 Transborder data flows

Industrial Deafness Australia may transfer personal information about an individual to someone (other than Industrial Deafness Australia or the individual) who is in a foreign country.

We will only do so if:

- 9.1 Industrial Deafness Australia reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the National Privacy Principles; or
- 9.2 the individual consents to the transfer; or
- 9.3 the transfer is necessary for the performance of a contract between the individual and Industrial Deafness Australia, or for the implementation of pre-contractual measures taken in response to the individual's request; or
- 9.4 the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the individual between Industrial Deafness Australia and a third party; or
- 9.5 all of the following apply:
  - (a) the transfer is for the benefit of the individual;
  - (b) it is impracticable to obtain the consent of the individual to that transfer;
  - (c) if it were practicable to obtain such consent, the individual would be likely to give it; or
- 9.6 Industrial Deafness Australia has taken reasonable steps to ensure that the information, which it has transferred, will not be held, used or disclosed by the recipient of the information inconsistently with the National Privacy Principles.

### 10.0 Sensitive information

- 10.1 Industrial Deafness Australia will not collect sensitive information about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, or criminal record unless:
  - (a) the individual has consented; or
  - (b) the collection is required by law; or
  - (c) the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the individual whom the information concerns:
    - (i) is physically or legally incapable of giving consent to the collection; or
    - (ii) physically cannot communicate consent to the collection; or
  - (d) the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

## **Disclaimer**

### **Copyright**

The information contained on this website remains the copyright of Industrial Deafness Australia. You will need to ask our permission in writing to use or copy this information for any other purpose.

### **Disclaimer Statement**

The legal content on this website has been provided for general interest only. It does not constitute legal advice. People seeking legal advice are advised to contact our qualified professionals directly. Our lawyers will be only too happy to advise you.

Although we make every effort to keep the legal information on our website accurate and up-to-date we do not guarantee this. If you choose to make use of the information on this site you do so at your own risk. We also accept no liability for any loss or damage or cost incurred to you as a result of our website being infected by a computer virus or other defect.