

# CH2

# PRIVACY POLICY

Clifford Hallam Healthcare Pty Ltd  
(ACN 001 655 554)

10 July 2015



ENABLING AUSTRALIAN HEALTHCARE

## Contents

1. Who we are.....	2
2. Privacy policy.....	2
3. Who is covered by this policy? .....	2
4. This policy covers .....	3
5. Collection .....	3
6. Use and disclosure .....	4
CREDIT REPORTING POLICY .....	5
7. Application .....	5
8. Collection of credit-related information .....	5
9. Our use and disclosure of your credit-related information .....	6
10. Other matters relating to your credit-related information .....	7
OUR WEBSITE.....	7
11. Application of this policy to our website .....	7
12. Cookies.....	7
13. Security.....	8
14. Links .....	8
DISCLOSURE OF PERSONAL INFORMATION.....	8
15. Direct marketing materials .....	8
16. Do we disclose your information to anyone outside Australia?.....	8
ACCURACY AND SECURITY OF INFORMATION.....	9
17. Security and data quality .....	9
18. Approach .....	9
19. Access and correction .....	9
COMPLAINTS .....	11
20. What is the process for complaining about a breach of privacy? .....	11
21. How to complain .....	11
OTHER MATTERS .....	12
22. Contact us.....	12
23. Changes to our privacy and credit reporting policy.....	12
24. Further information about your privacy rights .....	12
25. Disclaimer .....	12
26. Date .....	13

## 1. Who we are

- 1.1. Clifford Hallam Healthcare Pty Ltd (ACN 001 655 554) (**CH2**) is a leading provider of medical consumables, pharmaceuticals, veterinary and equipment products to public and private hospitals, day surgeries, general practitioners, veterinary clinics, and aged care facilities across Australia. We offer goods for sale, commercial credit and consumer credit services to our customers.

## 2. Privacy policy

- 2.1. At CH2, we take your privacy seriously. This Privacy Policy relates to all of the entities named in paragraph 3.1 of this policy and contains the following information:
- (a) the type of personal information that we collect and store;
  - (b) how we collect and store personal information;
  - (c) the purposes for which we collect, store, use and disclose personal information;
  - (d) how you can access personal information about yourself that is held by us and seek the correction of such information;
  - (e) how you can complain about any breach of the *Privacy Act 1988* (Cth) (**Privacy Act**), the Australian Privacy Principles, or a registered Australian Privacy Principles Code (if any) that binds us, and how we will deal with such a complaint; and
  - (f) whether we will, or are likely to, disclose personal information to overseas recipients.
- 2.2. This Privacy Policy was released on **10 March 2015**. From time-to-time we may amend or update our Privacy Policy to reflect changes in the law or our commercial activities. You can obtain the latest version of our Privacy Policy by contacting our Privacy Officer or visiting our web site at [www.ch2.net.au](http://www.ch2.net.au).
- 2.3. We are bound by the Australian Privacy Principles and our procedures regarding personal information are designed to ensure that your rights under the Australian Privacy Principles are protected and that your personal information is managed in an open and transparent manner.

## 3. Who is covered by this policy?

- 3.1. CH2, together with all its operating divisions, subsidiaries and affiliates in Australia (including but not limited to CH2 Hospital, CH2 Primary Care, CH2 Aged Care, CH2 Vet Care, InTouch Direct, CH2 Direct, Gateway, CH2 Link, SOS, General CH2 and CH2 Go) (collectively "CH2", "we" or "us") respects and is committed to protecting your privacy.
- 3.2. This Policy combines our privacy and credit reporting policies. The Policy describes how we will comply with our obligations under the Privacy Act in relation to our handling of your personal information, and the credit reporting obligations contained in the Privacy Act and the credit reporting code registered under section 26S(1) of the Privacy Act.

#### **4. This policy covers**

- 4.1. This policy sets out how we manage your personal information. Certain parts of this policy also apply specifically to “credit-related information”. The section ***Credit Reporting Policy*** sets out these credit-specific obligations in more detail.
- 4.2. In this policy, “personal information” has the meaning given to it in the Privacy Act. Personal information is any information that can be used to personally identify you and may include your name, address, telephone number, email address and profession, occupation and opinions. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information is personal information.
- 4.3. In this policy, the term “credit-related information” means credit information, credit eligibility information and credit reporting body-derived information (as those terms are defined in the Privacy Act). Credit-related information will include your name and address, your contact details, your date of birth and gender, details of your credit history (including any missed or late payments), information about any credit provided to you by credit providers (such as financial institutions, utilities or telecommunications providers), any credit rating or credit assessment score that we have derived or that is provided to us by a credit reporting body and details of any credit-related court proceedings or insolvency applications that may relate to you.

#### **5. Collection**

- 5.1. We collect personal information in the course of our business dealings with you. Generally, and as appropriate, we will tell you why we collect personal information, when we collect it and how we plan to use it. These reasons will generally be obvious when we collect the information. We collect personal information such as name, email and street address, telephone number, and records of your communications and interactions with us.
- 5.2. We may collect your personal information through our website, by application forms completed by you, by phone or email, or through your participation in a promotion or survey. Such promotions or surveys may be conducted through third parties.
- 5.3. If you do not provide us with the personal information described above, we may not be able to provide any products or services to you.
- 5.4. As a general rule we do not collect sensitive information (as that term is defined in the Privacy Act, for instance, health information). However, if we do, it will usually be for the purposes of facilitating our business dealings with you and, if the law requires us to, we will seek your consent to collect your sensitive information. If you do not consent, we will not attempt to collect that sensitive information.
- 5.5. If you provide us with personal information about another person, you should refer that individual to our Privacy Policy and let them know that their personal information has been provided to us.

5.6. We may also collect some information that is not personal information because it does not identify you or anyone else; for example, we may collect anonymous answers to surveys or aggregated information about how users browse our website (such as cookie data).

## **6. Use and disclosure**

6.1. We use your information to provide and market our products to you and to fulfil administrative functions associated with our business activities. This can include processing payments, delivering orders, managing promotions, providing refunds and discounts, verifying your identity, communicating with you (including direct marketing), conducting product and market research, maintaining and updating our records, dealing with enquiries from you, and working with our service providers.

6.2. We may also use and disclose your personal information:

- (a) to answer enquiries from you and provide information or advice about existing and new products and services;
- (b) to provide you with access to protected areas of our website;
- (c) to assess the performance of our website and to improve the operation of our website;
- (d) to conduct business processing functions including providing personal information to our related bodies corporate, contractors, service providers or other third parties;
- (e) for the administrative, marketing (including direct marketing), planning, product or service development, quality control and research purposes of us and our related bodies corporate, contractors or service providers;
- (f) to provide your updated personal information to our related bodies corporate, contractors or service providers;
- (g) to update our records and keep your contact details up-to-date;
- (h) to process and respond to any complaint made by you;
- (i) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any government authority or statutory body; and
- (j) to protect our lawful interests and facilitate purchases and potential purchases of our businesses.

6.3. We may provide marketing communications and targeted advertising to you on an ongoing basis by telephone, email and other means. You can call us on (03) 9554 0500 at any time to opt out of electronic and telephone direct marketing communications.

6.4. We may disclose your information to:

- (a) service providers, contractors and strategic partners from time-to-time to help us provide and market our products to you;
- (b) our employees, related bodies corporate, contractors or service providers for the purposes of operation of our website or our business, fulfilling requests by you, and to otherwise provide services to you including, without limitation, web hosting providers, IT systems administrators, mailing houses, couriers,

- payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, lawyers, business advisors and consultants;
  - (c) our commercial partners and suppliers for business, marketing, and related purposes; and
  - (d) any organisation for any authorised purpose with your express consent.
- 6.5. If we disclose your information to any third party, we will take steps to ensure those parties protect your information in the same way that we do. From time-to-time, we may share your information with our commercial partners who will use your information to tell you about products or services which we think may be of interest to you.
- 6.6. We may also combine or share any information that we collect from you with information collected by any of our related entities (within Australia).

## **CREDIT REPORTING POLICY**

### **7. Application**

- 7.1. We may provide consumer credit and/or commercial credit to individuals and this credit reporting policy will apply in such circumstances.
- 7.2. We may conduct a credit check on you, any joint account holders (or for corporate customers, directors, partners or other authorised representatives) before we provide any credit to you (or your related entity).
- 7.3. The Privacy Act and this Policy do not apply to commercial credit provided to companies or other entities. However, this Policy will apply where an individual applies for commercial credit or we request that a director or other authorised individual guarantees the commercial credit to be provided by us to a company or other entity.

### **8. Collection of credit-related information**

- 8.1. We may collect the following particular types of credit-related information about you:
- (a) your name, residential address (including previous addresses), contact details (including telephone and email addresses) and other identity verification emails;
  - (b) your date of birth and gender;
  - (c) your credit history (including any missed or late repayments);
  - (d) details of any credit provided to you by other credit providers (such as other financial institutions, utilities or telecommunications providers);
  - (e) any credit rating or credit assessment score that we have derived or that is provided to us by a credit reporting body; and
  - (f) details of any credit-related court proceedings or insolvency applications that relate to you.

8.2. We may obtain this information from you or from third parties, including from credit reporting bodies and other credit providers, in order to assist us to determine whether we will provide any credit to you (or to your related company or other entity) or accept you as a guarantor of that credit.

## **9. Our use and disclosure of your credit-related information**

9.1. We may use the credit-related information that is collected and held by us to decide whether or not to provide credit to you (or to your related company or other entity). We may also use this information to derive or calculate a credit assessment score in relation to you, which we may use to help in conducting an assessment of your creditworthiness or the creditworthiness of your related company, other entity, or guarantor.

9.2. The credit-related information that we hold about you may be used by us in accordance with Part IIIA of the Privacy Act and the Credit Reporting Code. The purposes for which we use your credit-related information may include:

- (a) using your credit-related information to assess any application that you make to us for credit (or which is made by your related company or other entity);
- (b) using your credit-related information to collect payments that are owed to us in respect of any credit that we have previously provided to you (or to your related company or other entity);
- (c) disclosing your credit-related information to any of our related companies that are also considering whether to provide credit to you (or to your related company or other entity);
- (d) where you have offered to guarantee credit that we have offered to provide to your related company or entity, to assess your suitability as a guarantor of that credit and to enforce that guarantee if required;
- (e) disclosing your credit-related information to a third party that you or we ask to act as a guarantor of any credit provided to you;
- (f) disclosing your credit-related information to the credit reporting bodies that we deal with, including Veda and Dun & Bradstreet. Credit reporting bodies collect different types of credit-related information about individuals and use that information to provide a credit-related service to their customers (including to us);
- (g) disclosing your credit-related information to other third parties that provide services to us (or to you on our behalf). These might include debt collectors, credit management agencies and other third parties that process applications for credit made to us;
- (h) disclosing your credit-related information to other credit providers which provide, or are considering providing, credit to you (or to your related company or other entity);
- (i) using and disclosing credit-related information that we hold about you to assess and respond to any access or correction requests that you make to us;
- (j) where we are consulted by a credit reporting body or another credit provider about an access or correction request that you have made to those entities, to respond to that consultation request;

- (k) where you complain to the Australian Information Commissioner or any provider of a recognised external dispute resolution scheme about our treatment of your credit-related information, to respond to that complaint and to seek legal or other professional advice in relation to your complaint;
- (l) using and disclosing credit-related information that we hold about you as required by law or the order of a court or tribunal; or
- (m) where you otherwise expressly consent to the use or disclosure.

## **10. Other matters relating to your credit-related information**

10.1. Where required by law, we will make a written note (which may be kept in electronic form) of any use or disclosure that we make relating to your credit-related information.

10.2. If:

- (a) you (or your related company or other entity) make an application for credit to us; or
- (b) you offer to guarantee credit that we propose to provide to your related company or other entity,

and we subsequently refuse your application or offer based on information provided to us by a credit reporting body about you, we will inform you of this and provide you with the name and contact details of that body and any other information required by law to be provided to you.

## **OUR WEBSITE**

### **11. Application of this policy to our website**

This Policy also applies to our websites including but not limited to [www.ch2.net.au](http://www.ch2.net.au) and other CH2 websites, including any personal and credit-related information you provide to us using our website.

### **12. Cookies**

When you access our website, our server may send a cookie (which is a small summary file containing a unique identification number) to your computer. We do not canvas fingerprint. This enables us to recognise your computer and greet you each time you visit our website without bothering you with a request to register. It also enables us to keep track of services you view so that, if you consent, we can send you news about those services. We also use cookies to measure traffic patterns, to determine which areas of our website have been visited and to measure transaction patterns in the aggregate. We use this to research our users' habits so that we can improve our online services. Our cookies do not collect personal information. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them. We may log IP addresses to analyse trends, administer the website, track users' movements, and gather broad demographic information.

### **13. Security**

As our website is linked to the internet, and the internet is inherently insecure, we do not provide any assurance regarding the security of transmission of information you communicate to us online. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk.

#### **14. Links**

Our website may contain links to other websites operated by third parties. We make no representations or warranties in relation to the privacy practices of any third party website and we are not responsible for the privacy policies or the content of any third party website. Third party websites are responsible for informing you about their own privacy practices.

### **DISCLOSURE OF PERSONAL INFORMATION**

#### **15. Direct marketing materials**

- 15.1. We may send you direct marketing communications and information about our products and services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS, fax and email, in accordance with applicable marketing laws, such as the *Spam Act 2003* (Cth). If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so. In addition, at any time you may opt-out of receiving marketing communications from us by contacting us (see the details below) or by using opt-out facilities provided in the marketing communications and we will then ensure that your name is removed from our marketing list.
- 15.2. We may provide your personal information to other organisations, for example our marketing agencies, for the purposes of direct marketing. If you wish to opt-out from these services, please advise our marketing department on (03) 9554 0500.

#### **16. Do we disclose your information to anyone outside Australia?**

- 16.1. At present, we do not disclose your personal information to anyone outside Australia. However, in the future, we may disclose personal information and credit-related information to our related bodies corporate and our third party suppliers and service providers located overseas for some of the purposes listed above.
- 16.2. We will take reasonable steps to ensure that the overseas recipients of your personal and credit-related information do not breach the privacy obligations relating to your information.
- 16.3. If we disclose your personal information to entities located outside Australia, we may disclose your personal and credit-related information to entities located outside of Australia, including our other IT service providers, located in South-East Asia.

## **ACCURACY AND SECURITY OF INFORMATION**

### **17. Security and data quality**

- 17.1. We hold personal and credit-related information electronically and in hard copy form, both at our premises and with the assistance of our service providers. We use a variety of physical and electronic security measures including restricting physical access to our offices, firewalls, penetration testing and secure databases to keep personal information secure from misuse interference and loss and from unauthorised access, modification or disclosure.
- 17.2. We take reasonable steps to ensure that the personal information and credit-related information that we collect, use and disclose about you is accurate, complete and up-to-date and, in relation to the purpose of our use or disclosure, relevant. Personal information and credit-related information is destroyed or de-identified when no longer needed or where we are no longer required by law to retain it (whichever is the later).

### **18. Approach**

We are bound by the Australian Privacy Principles in the Privacy Act. Where appropriate we will handle personal information relying on the related bodies corporate exemption, under Section 13B of the Privacy Act, in sharing your information within CH2 and the employee records exemption in the Privacy Act when dealing with the personal information of any CH2 employee.

### **19. Access and correction**

- 19.1. You may request access to any personal information or credit-related information that we hold about you at any time by contacting us (see the details below). Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you).
- 19.2. We may charge you a reasonable fee to cover our administrative and other reasonable costs in providing the information to you. We will not charge for simply making the request and will not charge for making any corrections to your personal information.
- 19.3. There may be instances where we cannot grant you access to the personal information or credit-related information that we hold about you. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.
- 19.4. If you believe that any personal information or credit-related information that we hold about you is incorrect, incomplete or inaccurate, then you may request that we amend it. We will consider if the information requires amendment and notify you of our decision.

- 19.5. For any personal information that we hold about you, we will:
- (a) respond to your request that for the correction of your personal information within a reasonable time (usually within thirty (30) days);
  - (b) if we agree to your request, promptly correct any personal information that we hold about you that we are satisfied is inaccurate, out-of-date, incomplete, irrelevant or misleading; and
  - (c) if we do not agree that there are grounds for amendment, then we will not correct your personal information. However, you may request then we add a note to the personal information stating that you disagree with it.
- 19.6. For any credit-related information that we hold about you, we will:
- (a) respond to your request that for the correction of your credit-related information within thirty (30) days (or such longer period as you may agree or we may request). If we cannot respond to your correction request without consulting with other credit providers or credit reporting bodies in relation to your request, we may do so and these bodies are permitted by law to assist us in resolving your correction request;
  - (b) if we agree to your request, promptly correct any credit-related information that we hold about you that we are satisfied is inaccurate, out-of-date, incomplete, irrelevant or misleading. If we do correct your credit-related information at your request, we will inform you and each other credit provider and credit reporting body to which we have previously disclosed that information that we have corrected your information. Where we disclosed your credit-related information after you made a complaint but before it was resolved, we will tell the recipient that you have made such a complaint and we will subsequently inform that entity of the outcome of your correction request; and
  - (c) if we have any other reasons for suspecting that the credit-related information that we hold about you has become inaccurate, out-of-date, incomplete, irrelevant or misleading, independently correct this information without consulting you. If we do this, we will take reasonable steps to notify that correction to you and to any other entities to which we have previously disclosed that credit-related information (unless it is impracticable for us to do so).

## **COMPLAINTS**

### **20. What is the process for complaining about a breach of privacy?**

- 20.1. If you believe that your privacy has been breached, please contact us using the contact information below and provide details of the incident so that we can investigate it.
- 20.2. If your complaint relates to our failure to provide access to or to correct any credit-related information that we hold about you, you may lodge a complaint directly with the Office of the Australian Information Commissioner (for more information, please see [www.oaic.gov.au](http://www.oaic.gov.au)).

- 20.3. If we are required by law to be a member of an external dispute resolution scheme, you can also lodge a complaint relating to credit-related information with that organisation. If this applies, we notify you of this and the identity of external dispute resolution provider at the time that you make a credit-related complaint.
- 20.4. Otherwise, if you have a complaint in relation to our handling of your credit-related information that is not mentioned above or if your complaint relates to your personal information, you must first lodge your complaint with our Privacy Officer using the details in section **contact us** below and provide us with details of the incident so that we can investigate it.
- 20.5. We will treat your complaint confidentially. Our Privacy Officer or a CH2 representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in timely and appropriate manner.
- 20.6. If you are not satisfied with our handling of your complaint or our proposed resolution, you have a right to lodge a further complaint with the Office of the Australian Information Commissioner (1300 636 992 or go to [www.oaic.gov.au](http://www.oaic.gov.au)). The Office of the Australian Information Commissioner can provide you with further information about the next steps in its complaints process.
- 20.7. Where your complaint relates to the correction of your credit-related information and the resolution of your complaint requires us to correct your information, we will inform each other credit provider and credit reporting body that we have previously disclosed your information to that you have made a correction complaint in relation to that information and that we have corrected your information as a result of the outcome of that complaint. If it is impracticable or illegal for us to do so, we are not required by law to give this notification.

## **21. How to complain**

- 21.1. You may complain about any failure by us to comply with Part IIIA of the Privacy Act or the credit reporting code. If your complaint relates to our failure to provide access to or to correct any credit-related information that we hold about you, you may lodge a complaint directly with the Office of the Australian Information Commissioner (see [www.oaic.gov.au](http://www.oaic.gov.au)) or with a provider of an external dispute resolution scheme (if we are required by law to be a member of such a scheme). If this applies, we will notify you of this and the identity of an external dispute resolution provider at the time that you make a credit-related complaint.
- 21.2. If your complaint does not relate to the matters in paragraph 20.1, you must first lodge a complaint with us in accordance with the procedure set out in section 22 of this Privacy Policy, which sets out how we will deal with such complaints.
- 21.3. If you make a complaint in relation to correction of your credit-related information, we will notify each other credit provider and credit reporting body to which we have previously disclosed that information that you have made a correction complaint in

relation to that information and the outcome of that complaint, unless it is impracticable or illegal for us to do so.

## **OTHER MATTERS**

### **22. Contact us**

- 22.1. If you have any questions about this Privacy Policy, any concerns or a complaint regarding the treatment of your personal or credit-related information or want to notify us of a possible breach of your privacy, please contact the CH2 Privacy Officer as follows:

CH2 Privacy Officer

Phone: 03 9554 0500

Email: [privacyofficer@ch2.net.au](mailto:privacyofficer@ch2.net.au)

Post: 60 South Park Drive, Dandenong South VIC 3175

### **23. Changes to our privacy and credit reporting policy**

- 23.1. We may change this privacy and credit reporting policy from time-to-time. Any updated versions of this policy will be posted on our website and will be effective from the date of posting. CH2 will take reasonable steps to notify of any changes to this policy.

### **24. Further information about your privacy rights**

- 24.1. For further information about the credit reporting please refer to the Office of the Australian Information Commissioner website at [www.oaic.gov.au](http://www.oaic.gov.au).

### **25. Disclaimer**

- 25.1. This policy only documents how we manage personal information and reflects our obligations under the Part IIIA of the Privacy Act. This document does not create any additional rights in contract, under statute or in equity.

### **26. Date**

- 26.1. This policy was last updated on **10 March 2015**.