PRIVACY POLICY

1. PURPOSE

1.1 The purpose of this Policy is govern Indie Education's policies for managing employee personal, sensitive, and health information of employees and students, both past and present, and is referred to as the Privacy Policy.

1.2 Indie Education, its subsidiaries and affiliates in Australia, are committed to managing personal information in accordance with the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) (Privacy Act) and in accordance with other applicable privacy laws.

1.3 In this Privacy Policy, 'we' and 'us' refers to Indie Education, and 'you' refers to any individual about whom the Indie Education collects personal information.

2. SCOPE

2.1 This Policy applies to all employees (full time, part time, permanent, fixed term and casual) of Indie Education (**Indie**), including Indie School, Indie College, Indie Academy and Indie Services.

3. DEFINITIONS

3.1 In this Policy, the following definitions apply unless the context otherwise requires:

(a) *Health information* – Information or an opinion about:

i. information or an opinion about:

a. the health or disability (at any time) of an individual; or

b. an individual's expressed wishes about the future provision of health services to him or her; or

c. a health service provided, or to be provided, to an individual; that is also personal information, or

ii. other personal information collected to provide, or in providing, a health service; or

iii. other personal information about an individual collected in connection with the donation, or intended donation, by the individual of his or her body parts, organs or body substances.

(b) *Health service* – An activity performed in relation to an individual that is intended or claimed (expressly or otherwise) by the individual or the person performing it:

i. to assess, record, maintain or improve the individual's health; or

ii. to diagnose the individual's health or disability; or

iii. to treat the individual's illness or disability or suspected illness or disability.

(c) *Personal information* – information or an opinion (including information or an 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.

(d) *Sensitive information*

i. information or an opinion about an individual's:

a. racial or ethnic origin; or

b. political opinions; or

c. membership of a political association; or

d. religious beliefs or affiliations; or

e. philosophical beliefs; or

f. membership of a professional or trade association; or

g. membership of a trade union; or

h. sexual preference or practices; or

i. criminal record that is also personal information; or

ii. Health information about an individual.

(e) *Identifier* - Includes a number assigned by an organisation to an individual to identify uniquely the individual for the purposes of the organisation's operations.

4. COLLECTION OF INFORMATION

4.1 Indie Education only collects personal information when the information is necessary for one or more of our functions or activities.

4.2 Indie Education collects personal information only by lawful and fair means and not in an unreasonably intrusive way.

4.3 At or before the time (or, if that is not practicable, as soon as practicable after) Indie Education collects personal information about an individual from the individual.

4.4 Indie Education takes reasonable steps to ensure that the individual is aware of:

(a) the identity of Indie Education and how to contact it; and

(b) the fact that he or she is able to gain access to the information; and

(c) the purposes for which the information is collected; and

(d) the organisations or bodies to which Indie Education usually discloses information of that kind; and

(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.

4.5 If it is reasonable and practicable to do so, Indie Education collects personal information about an individual only from that individual.

4.6 When Indie Education collects personal information about an individual from someone else, it takes reasonable steps to ensure that the individual is or has been made aware of the matters listed in point 1.3 above, 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.

5. WHAT TYPE OF INFORMATION DOES INDIE EDUCATION COLLECT

5.1 **Students, prospective students**

5.1.1 When you enquire about our programs or when you become a student of Indie Education, a record is made which includes your personal information.

5.1.2 The type of personal information that we collect will vary depending on the circumstances of collection and the kind of service that you request from us, but will typically include:

(a) e.g. your name, e-mail, postal address and other contact details.

(b) information about your past education.

(c) any additional personal information you provide to us, or authorise us to collect, as part of your interaction with Indie Education.

5.2 **Prospective employees/applicants**

5.2.1 We collect personal information when recruiting personnel, such as your name, contact details, qualifications and work history and criminal history. Generally, we will collect this information directly from you.

5.2.2 We may also collect personal information from third parties in ways which you would expect (for example, from recruitment agencies or referees you have nominated). Before offering you a position, we may collect additional details such as your tax file number and superannuation information and other information necessary to conduct background checks to determine your suitability for certain positions (for example, positions which involve working with children).

6. OTHER INDIVIDUALS

6.1 Indie Education may collect personal information about other individuals who are not students or employees of Indie Education. This includes customers and members of the public who participate in events we are involved with; individual service providers and contractors to Indie Education; and other individuals who interact with Indie Education on a commercial basis.

6.2 The kinds of personal information we collect will depend on the capacity in which you are dealing with Indie Education. Generally, it would include your name, contact details, and information regarding our interactions with you.

6.3 If you are participating in an event we are managing or delivering, we may take images or audio-visual recordings which identify you.

6.4 In limited circumstances Indie Education may collect information which is considered sensitive information. For example, if you are injured at an event promoted or delivered by Indie Education, we may collect health information about you in an emergency or otherwise with your consent.

6.5 We may collect personal information about children (for example, when children participate in events we are involved with). Where children do not have sufficient maturity and understanding to make decisions about their personal information, we will require their parents or guardians to make decisions on their behalf.

6.6 You can always decline to give Indie Education any personal information we request, but that may mean we cannot provide you with some or all of the services you have requested. If you have any concerns about personal information we have requested, please let us know.

7. USE AND DISCLOSURE

7.1 Indie School will use personal information it collects from you for the primary purpose of collection, and for such other secondary purposes that are related to the primary purpose of collection and reasonably expected, or to which you have consented.

7.2 Indie Education 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) both of the following apply:

i. the secondary purpose is related to primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection

ii. the individual would reasonably expect Indie Education to use or disclose the information for the secondary purpose; or

(b) the individual has consented to the use or disclosure; or

(c) if the information is not sensitive information and the use of the information is for the secondary purpose of direct marketing; and

i. it is impracticable for Indie Education to seek the individual's consent before that particular use; and

ii. Indie Education will not charge the individual for giving effect to a request by the individual to Indie Education not to receive direct marketing communications; and

iii. the individual has not made a request to Indie Education not to receive direct marketing communications; and

iv. in each direct marketing communication with the individual, Indie Education 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 Indie Education with the individual (up to and including the communication that involves the use) sets out Indie Education's business address and telephone number and, if the communication with the individual is made by fax, telex or other electronic means, a number or address at which Indie Education can be directly contacted electronically; or

(d) if the information is health information and the use or disclosure is necessary for research, or the compilation or analysis of statistics, relevant to public health or public safety:

i. it is impracticable for the organisation to seek the individual's consent before the use or disclosure; and

ii. the use or disclosure is conducted in accordance with guidelines approved by the Commissioner under section 95A for the purposes of this subparagraph; and

iii. in the case of disclosure - the organisation reasonably believes that the recipient of the health information will not disclose the health information, or personal information derived from the health information; or

(e) the organisation 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

iii. the organisation 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 its investigation of the matter or in reporting its concerns to relevant persons or authorities; or

(f) the use or disclosure is required or authorised by or under law; or

(g) the organisation 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.

7.3 If Indie Education uses or discloses personal information under paragraph 7.2, it must make a written note of the use or disclosure.

7.4 For the purposes of subclause 7.4, a person is responsible for an individual if the person is:

(a) a parent of the individual; or

(b) a child or sibling of the individual and at least 18 years old; or

(c) a spouse or de facto of the individual, or

(d) a relative of the individual, at least 18 years old and a member of the individual's household; or

(e) a guardian of the individual; or

(f) exercising an enduring power of attorney granted by the individual that is exercisable in relation to decisions about the individual's health; or

(g) a person who has an intimate personal relationship with the individual; or

(h) a person nominated by the individual to be contacted in case of emergency.

7.5 In subclause 7.5:

(a) Child of an individual includes an adopted child, a stepchild and a foster-child, of the individual.

(b) Parent of an individual includes a stepparent, adoptive parent and a foster-parent, of the individual.

(c) Relative of an individual means a grandparent, grandchild, uncle, aunt, nephew or niece, of the individual.

(d) Sibling of an individual includes a half-brother, half-sister, adoptive brother, adoptive sister, stepbrother, stepsister, foster-brother and foster-sister, of the individual

8. HOW CAN YOU ACCESS OR SEEK CORRECTION OF YOUR PERSONAL INFORMATION?

8.1 You are entitled to access your personal information held by Indie Education on request except to the extent that:

(a) in the case of personal information other than health information-providing access would pose a serious and imminent threat to the life or health of any individual; or

(b) in the case of health information-providing access would pose a serious threat to the life or health of any individual; or

(c) providing access would have an unreasonable impact upon the privacy of other individuals; or

(d) the request for access is frivolous or vexatious; or

(e) the information relates to existing or anticipated legal proceedings between Indie Education and the individual, and the information would not be accessible by the process of discovery in those proceedings; or

(f) providing access would reveal the intentions of Indie Education in relation to negotiations with the individual in such a way as to prejudice those negotiations; or

(g) providing access would be unlawful; or

(h) denying access is required or authorised by or under law; or

(i) providing access would be likely to prejudice an investigation of possible unlawful activity; or

(j) providing access would be likely to prejudice;

i. the prevention, detection, investigation, prosecution or punishment or 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

vi. an enforcement body performing a lawful security function asks Indie Education not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Australia.

8.2 However, where providing access would reveal evaluative information generated within Indie Education in connection with a commercially sensitive decision-making process, Indie Education may give the individual an explanation for the commercially sensitive decision rather than direct access to the information.

8.3 If Indie Education is not required to provide the individual with access to the information because of one or more of paragraphs 6.1(a) to (k) (inclusive), Indie Education will, if reasonable, consider whether the use of mutually agreed intermediaries would allow sufficient access to meet the needs of both parties.

8.4 If Indie Education charges for providing access to personal information, those charges:

(a) will not be excessive; and

(b) will not apply to lodging a request for access.

8.5 If Indie Education holds personal information about an individual and the individual is able to establish that the information is not accurate, complete and up to date, Indie Education will take reasonable steps to correct the information so that it is accurate, complete and up to date.

8.6 If the individual and Indie Education disagree about whether the information is accurate, complete, and up-to-date, and the individual asks Indie Education to associate with the information a statement claiming that the information is not accurate, complete or up to date, Indie Education will take reasonable steps to do so.

8.7 Indie Education will provide reasons for denial of access or a refusal to correct personal information.

9. IDENTIFIERS

9.1 Indie Education 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.

9.2 Indie Education will not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned in subclause 7.1, unless:

(a) the use or disclosure is necessary for Indie Education to fulfil its obligations to the agency; or

(b) one or more of paragraphs 2.1(e) to 2.1(h) (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.

9.3 Wherever it is lawful and practicable, individuals will have the option of not identifying themselves when entering transactions with Indie Education.

10. TRANSBORDER DATA FLOWS

10.1 Indie Education may transfer personal information about an individual to someone (other than the organisation or the individual) who is in a foreign country only if:

(a) Indie Education 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

(b) the individual consents to the transfer; or

(c) the transfer is necessary for the performance of a contract between the individual and Indie Education, or for the implementation of pre-contractual measures taken in response to the individual's request; or

(d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the individual between the organisation and a third party; or

(e) all of the following apply:

i. the transfer is for the benefit of the individual;

ii. it is impracticable to obtain the consent of the individual to that transfer;

iii. if it were practicable to obtain such consent, the individual would be likely to give it; or

(f) Indie Education 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.

11. SENSITIVE INFORMATION

11.1 Indie Education will not collect sensitive information about an individual 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;

11.2 Despite subclause 11.1, Indie Education may collect health information about an individual if:

(a) the information is necessary to provide a health service to the individual; and

(b) the information is collected:

i. as required by law; or

ii. in accordance with rules established by competent health or medical bodies that deal with obligations of professional confidentiality which bind the organisation.

(c) the collection is necessary for any of the following purposes:

i. research relevant to public health or public safety;

ii. the compilation or analysis of statistics relevant to public health or public safety;

iii. the management, funding or monitoring of a health service; and

(d) it is impracticable for Indie Education to seek the individual's consent to the collection.

12. REQUESTING ACCESS TO OR CORRECTION OF PERSONAL INFORMATION

12.1 If Indie Education collects health information about an individual in accordance with subclause 12.3, Indie Education will take reasonable steps to permanently de-identify the information before Indie Education discloses it.

12.2 To request access to your personal information please contact our Privacy Officer using the contact details set out below.

12.3 You will not be charged for making a request to access your personal information, but you may be charged for the reasonable time and expense incurred in compiling information in response to your request.

12.4 We will take reasonable steps to ensure that the personal information we collect, use, or disclose is accurate, complete and up to date. You can help us to do this by letting us know if you notice errors or discrepancies in information, we hold about you and letting us know if your personal details change.

12.5 If you consider any personal information, we hold about you is inaccurate, out-of-date, incomplete, irrelevant or misleading you are entitled to request correction of the information. After receiving a request from you, we will take reasonable steps to correct your information.

12.6 We may decline your request to access or correct your personal information in certain circumstances in accordance with the APPs. If we do refuse your request, we will provide you with a reason for our decision and, in the case of a request for correction, we will include a statement with your personal information about the requested correction.

13. PRIVACY COMPLAINTS

13.1 If you have a complaint about the handling of your personal information under this Privacy Policy, you may:

(a) contact Indie Education at any time if you have any questions or concerns; and

(b) make a complaint about privacy to the Privacy Officer at the contact details set out below.

13.2 Complaints made under this policy will, ordinarily be dealt with as set out below:

13.2.1 The Privacy Officer first considering your complaint to determine whether there are simple or immediate steps which can be taken to resolve the complaint.

13.2.2 We will generally respond to your complaint within a week at first instance.

13.2.3 If your complaint requires more detailed consideration or investigation, we will acknowledge receipt of your complaint within a week and endeavour to complete our investigation into your complaint promptly.

13.2.4 We may ask you to provide further information about your complaint and the outcome you are seeking. We will then typically gather relevant facts, locate and review relevant documents and speak with individuals involved.

13.2.5 In most cases, we will investigate and respond to a complaint within 30 days of receipt of the complaint. If the matter is more complex or our investigation may take longer, we will let you know.

13.2.6 If you are not satisfied with our response to your complaint, or you consider that Indie Education may have breached the APPs or the Privacy Act, a complaint may be made to the Office of the Australian Information Commissioner (OAIC). The OAIC can be contacted by telephone on 1300 363 992 or by using the contact details on the OAIC website.

14. HOW CHANGES ARE MADE TO THIS PRIVACY POLICY

14.1 Indie Education may amend this Privacy Policy from time to time, with or without notice to you.

14.2 Persons covered by this policy should visit our website regularly to keep up to date with any changes.

15. QUESTIONS RELATING TO THIS POLICY

15.1 Questions relating to this policy should be directed to the Indie Education's Privacy Officer:

Jarrod Clarke, Deputy Chief Executive Officer e: jarrod.clarke@indie.edu.au ph: 0448 178 146

16. POLICY REVIEW

16.1 In accordance with Indie's policy review protocol, this Policy will be reviewed annually. If there are material changes to circumstances before the 12-month period, this Policy will be reviewed immediately to ensure its contents remain effective and up to date.

17. AUTHORISATION

17.1 This Policy has been reviewed and approved in accordance with the delegations set out in the Chief Executive Officer Limitations Policy and is available to the Board and the Chief Executive Officer for ongoing consideration.