



A joint enterprise of employer associations
and unions in the building and
construction industry

The Privacy Act



The Privacy Act

How it affects you

Incolink Privacy Policy

1. Introduction

Redundancy Payment Central Fund Ltd (ACN 007 133 833) (**Incolink**) is required to comply with the Privacy Act 1988 (Cth) (**Act**).

This Policy describes how we manage personal information (which may include sensitive information) that we hold about you. The Act defines personal information to mean information or an opinion about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Sensitive information includes, but is not limited to, details of an individual's religious beliefs or affiliations, philosophical beliefs, criminal record, racial or ethnic origin, political opinions, membership of a political association, professional or trade association or trade union and health information.

2. Collection of Personal Information

Incolink will not collect personal information unless the information is necessary for one or more of its functions or activities.

Incolink's main function is to operate redundancy funds, portable sick leave insurance and income protection insurance (collectively Funds). In order to perform its functions, Incolink may need to collect information about you, including whether or not you are a member of a trade union. By agreeing to this Privacy Policy, you consent to Incolink collecting information about you, either from you, your employer or other third parties, where collecting that information is reasonably necessary for Incolink to perform for one or more of its functions or activities.

Incolink will only collect personal information by lawful and fair means and not in an unreasonably intrusive manner. Incolink will collect information about you directly from you, where and when it is reasonable and practicable to do so. However, you acknowledge and agree that Incolink may collect personal information about you from third parties, such as your employer.

Where Incolink collects personal information about you from a third party, reasonable steps will be taken to ensure that you are made aware of how to contact Incolink to access your information, the purposes for which the information is collected, the types of organisations to which information is usually disclosed and any law that requires the particular information to be collected.

Personal information collected by Incolink includes, but is not limited to:

- Name and address;
- Telephone number(s);
- Date of birth;
- Email address;
- Occupation;
- Salary;
- Tax File Number (TFN); and
- Memberships to other organisations such as unions and/or any other representative associations or bodies.

In addition to the administration of the Funds Incolink currently also offer the following non-exhaustive range of related services such as employment advice, counselling support, onsite education and awareness, injury management and insurance related services. Incolink may also collaborate, work in partnership, enter into joint ventures or such other legal relationship with third parties (collectively Arrangements) in respect of the services referred to above and generally in furtherance of the administration of the Funds. As part of these functions, detailed personal and sensitive information may be collected and/or you may be asked to provide personal information for the purposes mentioned above. If you do not provide this additional personal information, Incolink may be unable to properly provide the services and/or administer the Funds through the Arrangements, which may affect your entitlements or benefits under the Funds.

3. Use and Disclosure of Personal Information

Incolink may use or disclose personal information for the primary purpose for which it was collected. Typically, this will include administering the Funds that Incolink manages, managing your membership details and making any payment which you may become entitled to receive.

If Incolink uses or discloses personal information for a purpose other than the primary purpose for which it was collected (the secondary purpose), Incolink will ensure that:

- the secondary purpose is related to the primary purpose of collection (and directly related in the case of sensitive information), and you would reasonably expect that Incolink would use or disclose the personal information in that way;
- you have consented to the use or disclosure of the personal information for the secondary purpose;
- use or disclosure is required or authorised by law; or
- the use or disclosure is otherwise permitted by the Act.

In order to operate the Funds, to ensure that the purposes of the Funds can be fulfilled including the various purposes mentioned above, Incolink may disclose personal information that it holds in relation to you. Specifically, Incolink may disclose personal information held by Incolink about members to organisations including, but not limited to:

- Principal contractors on building sites;
- Union representatives (including shop stewards);
- Employer association representatives;

- Insurers (and their claims handling agents);
- Employer members of Incolink;
- Government bodies including, but not limited to, Centrelink and the Child Support Agency;
- Third party service providers including, but not limited to, printing companies and document disposal agencies;
- Third parties who Incolink deals with or engages to provide certain services or product offerings to members and may wish to provide related services or product offerings independently of Incolink; and
- Any third parties including without limitation any of the parties listed above that may be a party to the Arrangements and who may use the information Incolink discloses as part of the Arrangements for that party's own purposes.

Where third parties are involved, Incolink will ensure that they become aware of and require them to abide by Incolink's privacy policies. Incolink may disclose personal and sensitive information if it believes that there is a serious and imminent threat to an individual's life, health or safety if there is or a serious threat to public health or public safety.

Incolink may also use personal information that we hold about you to send you details of promotional offers and special events. By providing your personal information to Incolink (or by providing your personal information to a third party to provide to Incolink), you consent to Incolink using your personal information to send you details of promotional offers and special events that we believe may be of interest to you.

You may withdraw your consent to receiving promotional material from Incolink at any time. If you do not wish to receive promotional material from Incolink, you may contact our Privacy Officer using the contact details provided below and request not to receive promotional material from Incolink in the future. Alternatively, you can use the 'unsubscribe' function found at the bottom of any promotional emails that we send to you to have your name removed from our email distribution list.

4. Quality and Security of Personal Information

Your personal information will be stored by Incolink in Australia. Incolink does not disclose your personal information or sensitive information to third parties located outside of Australia.

Incolink will take reasonable steps to:

- ensure that the personal information that it collects is accurate, complete and up to date;
- protect personal information it holds from misuse, interference and loss and from unauthorised access, modification or disclosure; and

- 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 the Act or any other applicable law.

5. Access and Correction

At any time, you may request access to any personal information that Incolink holds about you. Incolink will respond to your requests for access to your personal information within a reasonable time. You may request access to your personal information in a particular manner (such as by having a copy of the personal information that Incolink holds about you emailed or posted to you). Incolink will endeavour to comply with such a request if it is reasonable and practicable to do so.

Incolink will generally allow you to access personal information it holds about you where practicable. If you believe that any personal information that Incolink holds about you is inaccurate, out of date, incomplete, irrelevant or misleading, you may request that Incolink correct this information. Incolink will respond to your requests for correction of your personal information within a reasonable time. Incolink will take reasonable steps to correct any personal information that it holds about you which Incolink agrees is inaccurate, out of date, incomplete, irrelevant or misleading.

Requests for access to, or correction of, any personal information that Incolink holds about you may be made by contacting Incolink's Privacy Officer using the contact details provided under section 9 of this document.

There may be some situations where Incolink may not allow you to access personal information that it holds about you, or may refuse to correct personal information. In these situations Incolink will provide you with reasons for this decision and will provide you with information about the mechanisms available to you to complain about the refusal. Additionally, where Incolink declines to correct any personal information that it holds about you, you may request that Incolink associate with the information a statement that you claim that the information is inaccurate, out of date, incomplete, irrelevant or misleading. Incolink will then take reasonable steps to associate such a statement with your personal information. Depending on the circumstances, a small administrative charge may apply for costs involved in providing you with access to personal information about you. Incolink will not charge you for making a request to access your personal information or for correcting your personal information.

6. Additional Information

Users of our Website

If you visit www.incolink.org.au (website) to read, browse or download information, our system may record information such as the date and time of your visit to the website, the pages accessed and any information downloaded. This information is used for statistical, reporting and website administration and maintenance purposes only.

Like many websites, our website may use “cookies” from time to time. Cookies are small text files that we transfer to your computer’s hard drive through your web browser to enable our systems to recognise your browser. Cookies may also be used to record non-personal information such as the date, time or duration of your visit, or the pages accessed, for website administration, statistical and maintenance purposes. Any such information will be aggregated and not linked to particular individuals. The default settings of browsers like Internet Explorer always allow cookies, but users can easily erase cookies from their hard-drive, block all cookies, or receive a warning before a cookie is stored. Please note that some parts of the website may not function fully for users that disallow cookies.

While we take great care to protect your personal information on our website, unfortunately no data transmission over the Internet can be guaranteed to be fully secure. Accordingly, we cannot ensure or warrant the security of any information you send to us or receive from us online. This is particularly true for information you send to us via email or by submitting information using the website. We have no way of protecting that information until it reaches us. Incolink will not be liable in any way in relation to any breach of security or unintended loss or disclosure of information due to the website being linked to the internet.

The website may contain links to other sites. We are not responsible for the privacy practices, policies or content of those sites.

Sensitive Information

In order to provide the range of services to you, the information we collect from you may include sensitive information. We will only collect sensitive information about you if it is reasonably necessary for our business functions and activities.

We collect sensitive information in the same way that we collect personal information, which is outlined in this policy. In addition, we may collect sensitive information indirectly from third parties you deal with, for example in relation to your health information, from a health practitioner (such as a psychologist or physiotherapist).

We only hold, use and disclose sensitive information about you for our purposes and functions. For instance, we provide a range of valuable services such as counselling (including drug and alcohol, crisis intervention), employment support. We may need to collect use and disclose sensitive information about you so that we can best provide these services, manage our relationship with you, deal with your enquiries and concerns.

This may include disclosing to third parties, for example those that provide services to us such as legal, accounting, insurance underwriters and brokers government agencies, law enforcement bodies, courts and other dispute resolution processes.

7. Complaints Process

If you believe that your privacy has been breached, please contact us using the details below and provide details of the incident so that we can investigate it.

Our procedure for investigating and dealing with privacy breaches is as follows:

- complaints should be made in writing and submitted to the Privacy Officer using the details below;
- we will treat your complaint confidentially. The Privacy Officer, or his or her nominated representative, will investigate your complaint and 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 within a reasonable time and in an appropriate manner with which you are satisfied; and
- if you are not satisfied with our response or our proposed resolution of your complaint, then you may lodge a formal privacy complaint with the Office of the Australian Information Commissioner (for more information, please visit: www.oaic.gov.au).

8. Miscellaneous

In this Policy “personal information” and “sensitive information” have the same meaning as under the Privacy Act 1988 (Cth).

This Policy represents our Policy as at November 2016. We may change this Policy from time to time, including to comply with the Act, by posting the amended policy on our website. The amended policy will be effective upon being posted on this website and access to this website following any update of the Policy will be deemed consent to the revised Policy. Although we intend to observe this Policy at all times, it is not legally binding on Incolink in any way. From time to time we may regard it as necessary or desirable to act outside the Policy. Incolink may do so, subject only to any statutory rights you have under the Act or other applicable legislation.

9. Contact Details

If you have any questions concerning how Incolink handles personal information, if you wish to gain access to or correct any personal information about you held by Incolink, or if you have any concerns or a complaint regarding the treatment of your personal information or a possible breach of your privacy, please contact:

The Privacy Officer
Incolink
1 Pelham Street
Carlton VIC 3053

Telephone: **(03) 9639 3000**
privacy@incolink.org.au

The logo for Incolink, featuring the word "Incolink" in a bold, white, sans-serif font. The letter "i" is lowercase and has a dot above it. The logo is set against a white, rounded rectangular background that is tilted slightly to the right.

A joint enterprise of employer associations
and unions in the building and
construction industry

Incolink. Security & Support.

1 Pelham Street, Carlton VIC 3053

Telephone: (03) 9639 3000

Freecall: 1800 337 789

Email: redund@incolink.org.au

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www.incolink.org.au