

PURPOSE

1. To ensure Training & Assessment Mentor maintains the privacy of personal information provided to Training & Assessment Mentor from Staff and Students'.

SCOPE

2. This document describes Training & Assessment Mentor's *Privacy Policy*. The *Commonwealth Privacy Act 1988* requires companies to comply with the *Australian Privacy Principles*. Training & Assessment Mentor is committed to the Australian Privacy Legislation in the way it collects, uses, secures and discloses personal information.

POLICY

Data Collection

3. In order to provide training and assessment services, Training & Assessment Mentor need to collect students' personal information when enrolling in a course/qualification. This information is required to be reported to the National Centre for Vocational Education Research (NCVER) annually in accordance with the VET Quality Framework requirements, as per the Australian Vocational Education and Training Management Information Statistical (AVETMISS) Standards, and also to state/territory funding bodies for publicly funded training. Information collected is as follows:
 - Name
 - Address
 - Contact details (telephone)
 - Date of Birth
 - Gender
 - Country of birth
 - Language spoken at home
 - Level of English spoken
 - Disability information
 - Highest secondary schooling completed
 - Other qualifications completed
 - Current employment status
 - Indigenous Status
4. Training & Assessment Mentor only collects personal information by fair and lawful means and not in an unreasonably intrusive manner.
5. The enrolment form completed by students is used to gather the information and contains a disclaimer outlining why the personal information is collected and how it is used. Students are required to sign the disclaimer as their agreement to the use of their personal information.

Use and Disclosure

6. Training & Assessment Mentor uses the information collected for the purposes disclosed at the time of collection or otherwise as set out in this *Privacy Policy*. We will not use personal information for any other purpose without first seeking consent, unless authorised or required by law. Generally, Training & Assessment Mentor will only use and disclose personal information:
 - a. To establish and maintain your relationship as a customer of Training & Assessment Mentor
 - b. To provide the products and services you have requested from Training & Assessment Mentor
 - c. To administer and manage those products and services
 - d. To report to federal/state/territory registering bodies in relation to training services provided
 - e. To a third party where written authorisation is provided by you

Training & Assessment Mentor will not disclose information to overseas recipients.

Agents, Contractors and Other Third Parties

7. Training & Assessment Mentor's agents, contractors and other third parties, who need personal information to provide a legitimate service, are also bound by these terms of privacy to ensure your personal information remains protected at all times.

Use of Internet

8. Training & Assessment Mentor may use the World Wide Web in order to transmit students personal information from delivery sites to other sites within the organisation and also to transmit details to state and territory registering bodies. These bodies manage the security of the data transmitted.

Training & Assessment Mentor has taken all reasonable steps to protect personal information security when using the Internet but is aware that no transmission of information by email or to a registering body website is ever totally secure.

Data Quality

9. Training & Assessment Mentor will take reasonable steps to ensure that personal information is accurate, complete and up-to-date. Students' are encouraged to help us keep their personal information accurate, complete and up-to-date by contacting Training & Assessment Mentor and informing us of any changes to details.

Access to Records

10. Access to personal information is available on application through the CEO of Training & Assessment Mentor via the submission of an *Access Authorisation Form*. Access to personal information will be controlled at all times. Copies of the requested information can be collected from Training & Assessment Mentor's Administration Office or posted to the student, if requested on the *Access Authorisation Form*. If the student wishes to sight the original documents then these must be viewed at the Training & Assessment Mentor Administration Office with a Training & Assessment Mentor representative present.

11. Depending on the nature of the request, we will endeavour to respond within 5 working days. If it takes longer than 5 days we will inform you of the reason for the delay
12. Should a student wish to request the correction of information in relation to their records they must provide a written request to the CEO of Training & Assessment Mentor
13. Should a parent and/or guardian of a student over the age of 18 request access to their child's records, a written request from the student must be forwarded to the CEO of Training & Assessment Mentor
14. Training & Assessment Mentor will not charge students for requests to access their records or for requests to make corrections to records.

Security of information

15. Training & Assessment Mentor will ensure the security of students' information in accordance with its *Records Management Procedure*.

Hard copies of student records will be secured in a locked storage room with access only by designated administration staff.

Electronic students records are retained using AVETMISS compliant software for which only designated administration staff members have access.

Training & Assessment Mentor retains records in accordance with the timeframes identified in its *Retention of Records Schedule*.

Privacy Concerns

16. Students' are able to raise any concerns they may have regarding personal information handling practices by either discussing concerns with the delivery site or by contacting Training & Assessment Mentor administration.
17. A person or persons may raise a complaint about a breach of the Australian Privacy Principles that bind Training & Assessment Mentor by making a verbal (either face to face with a staff member or by phone) or written complaint (either by letter or email). The complaint will be managed in accordance with Training & Assessment Mentor's *Complaints and Appeals Procedure*.

Policy Statement

18. 'Training & Assessment Mentor will not disclose any information that we gather about our staff or students' to any third party. We use the information collected only for the services we provide. If staff or student information is required by a third party we will obtain written consent from the relevant staff or student, prior to release of any information'

Should staff or a student seek access to their information we have a documented procedure-requiring authorisation before this can occur.

Training & Assessment Mentor will make this *Privacy Policy* available on its website.

If a person or body requests a copy of the this *Privacy Policy* in a particular form, Training & Assessment Mentor will take such steps as are reasonable in the circumstances to give the person or body a copy in that form.

Training & Assessment Mentor complies with the following Australian Privacy Principles.

Part 1 — Consideration of Personal Information Privacy

Australian Privacy Principle 1

Open and Transparent Management of Personal Information

1.1 The object of this principle is to ensure that Training & Assessment Mentor manages personal information in an open and transparent way.

Compliance with the Australian Privacy Principles

1.2 Training & Assessment Mentor will take reasonable steps in the circumstances to implement practices, procedures and systems relating to functions or activities that:

- a. will ensure Training & Assessment Mentor complies with the Australian Privacy Principles and a registered APP code (if any) that binds Training & Assessment Mentor; and
- b. will enable Training & Assessment Mentor to deal with inquiries or complaints from individuals about Training & Assessment Mentor's compliance with the Australian Privacy Principles or such a code.

APP Privacy policy

1.3 Training & Assessment Mentor has a clearly expressed and up to date policy about the management of personal information.

1.4 Without limiting sub clause 1.3, the *Privacy Policy* of Training & Assessment Mentor contains the following information:

- a. the kinds of personal information that Training & Assessment Mentor collects and holds;
- b. how Training & Assessment Mentor collects and holds personal information;
- c. the purposes for which Training & Assessment Mentor collects, holds, uses and discloses personal information;
- d. how an individual may access personal information about the individual that is held by Training & Assessment Mentor and seek the correction of such information;
- e. how an individual may complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds Training & Assessment Mentor, and how to deal with such a complaint;
- f. whether Training & Assessment Mentor is likely to disclose personal information to overseas recipients;
- g. if Training & Assessment Mentor is likely to disclose personal information to overseas recipients—the countries in which such recipients are likely to be located if it is practicable to specify those countries in the policy.

Availability of Privacy Policy

1.5 Training & Assessment Mentor will make its *Privacy Policy* available on its website.

1.6 If a person or body requests a copy of the *Privacy Policy* of Training & Assessment Mentor in a particular form, Training & Assessment Mentor will take reasonable steps to give the person or body a copy in that form.

Australian Privacy Principle 2

Anonymity and Pseudonymity

- 2.1 Individuals must have the option of not identifying themselves, or of using a pseudonym, when dealing with Training & Assessment Mentor in relation to a particular matter.
- 2.2 Sub clause 2.1 does not apply if, in relation to that matter:
- a. Training & Assessment Mentor is required or authorised by or under an Australian law, or a court/tribunal order, to deal with individuals who have identified themselves; or
 - b. it is impracticable for Training & Assessment Mentor to deal with individuals who have not identified themselves or who have used a pseudonym.

Part 2 — Collection of Personal Information

Australian Privacy Principle 3

Personal information other than sensitive information

- 3.1 Training & Assessment Mentor will not collect personal information (other than sensitive information) unless the information is reasonably necessary for, or directly related to, one or more function or activities.

Sensitive information

- 3.3 Training & Assessment Mentor will not collect sensitive information about an individual unless:
- a. the individual consents to the collection of the information and:
 - b. the information is reasonably necessary for one or more of the entity's functions or activities; or
 - c. sub clause 3.4 applies in relation to the information.
- 3.4 This sub clause applies in relation to sensitive information about an individual if:
- a. the collection of the information is required or authorised by or under an Australian law or a court/tribunal order; or
 - b. a permitted general situation exists in relation to the collection of the information by Training & Assessment Mentor; or
 - c. Training & Assessment Mentor is an organisation and a permitted health situation exists in relation to the collection of the information by Training & Assessment Mentor

Note: For permitted general situation, see section 16A. For permitted health situation, see section 16B (refer Privacy Act 1988 Commonwealth).

Means of collection

- 3.5 Training & Assessment Mentor will collect personal information only by lawful and fair means.
- 3.6 Training & Assessment Mentor will collect personal information about an individual only from the individual unless it is unreasonable or impracticable to do so.

Solicited personal information

- 3.7 This principle applies to the collection of personal information that is solicited by an APP entity.

Australian Privacy Principle 4

Dealing with unsolicited personal information

4.1 If:

- a. Training & Assessment Mentor receives personal information; and
- b. Training & Assessment Mentor did not solicit the information;

Training & Assessment Mentor will, within a reasonable period after receiving the information, determine whether or not Training & Assessment Mentor could have collected the information under Australian Privacy Principle 3 if Training & Assessment Mentor had solicited the information.

4.2 Training & Assessment Mentor may use or disclose the personal information for the purposes of making the determination under sub clause 4.1.

4.3 If:

- a. Training & Assessment Mentor determines that it could not have collected the personal information; and
- b. the information is not contained in a Commonwealth record;

Training & Assessment Mentor must, as soon as practicable but only if it is lawful and reasonable to do so, destroy the information or ensure that the information is de-identified.

4.4 If sub clause 4.3 does not apply in relation to the personal information, Australian Privacy Principles 5 to 13 apply in relation to the information as if Training & Assessment Mentor had collected the information under Australian Privacy Principle 3.

Australian Privacy Principle 5

Notification of the collection of personal information

5.1 At or before the time or, if that is not practicable, as soon as practicable after, Training & Assessment Mentor collects personal information about an individual, it will take such steps (if any) as are reasonable in the circumstances:

- a. to notify the individual of such matters referred to in sub clause 5.2 as are reasonable in the circumstances; or
- b. to otherwise ensure that the individual is aware of any such matters.

5.2 The matters for the purposes of sub clause 5.1 are as follows:

- a. the identity and contact details of Training & Assessment Mentor;
- b. if:
 - i. Training & Assessment Mentor collects the personal information from someone other than the individual; or
 - ii. the individual may not be aware that Training & Assessment Mentor has collected the personal information; the fact that Training & Assessment Mentor so collects, or has collected, the information and the circumstances of that collection;
- c. if the collection of the personal information is required or authorised by or under an Australian law or a court/tribunal order — the fact that the collection is so required or authorised (including the name of the Australian law, or details of the court/tribunal order, that requires or authorises the collection);

- d. the purposes for which Training & Assessment Mentor collects the personal information;
- e. the main consequences (if any) for the individual if all or some of the personal information is not collected by Training & Assessment Mentor;
- f. any other APP entity, body or person, or the types of any other APP entities, bodies or persons, to which Training & Assessment Mentor usually discloses personal information of the kind collected by the entity;
- g. that the APP *Privacy Policy* of Training & Assessment Mentor contains information about how the individual may access the personal information about the individual that is held by Training & Assessment Mentor and seek the correction of such information;
- h. that the *Privacy Policy* of Training & Assessment Mentor contains information about how the individual may complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds Training & Assessment Mentor, and how Training & Assessment Mentor will deal with such a complaint;
- i. whether Training & Assessment Mentor is likely to disclose the personal information to overseas recipients;
- j. if Training & Assessment Mentor is likely to disclose the personal information to overseas recipients — the countries in which such recipients are likely to be located if it is practicable to specify those countries in the notification or to otherwise make the individual aware of them.

Part 3 — Dealing with Personal Information

Australian Privacy Principle 6

Use or disclosure of personal information

- 6.1 If Training & Assessment Mentor holds personal information about an individual that was collected for a particular purpose (the primary purpose), Training & Assessment Mentor will not use or disclose the information for another purpose (the secondary purpose) unless:
- a. the individual has consented to the use or disclosure of the information; or
 - b. sub clause 6.2 or 6.3 applies in relation to the use or disclosure of the information.

Note: Australian Privacy Principle 8 sets out requirements for the disclosure of personal information to a person who is not in Australia or an external Territory.

- 6.2 This sub clause applies in relation to the use or disclosure of personal information about an individual if:
- a. the individual would reasonably expect Training & Assessment Mentor to use or disclose the information for the secondary purpose and the secondary purpose is:
 - i. if the information is sensitive information — directly related to the primary purpose; or
 - ii. if the information is not sensitive information — related to the primary purpose; or
 - b. the use or disclosure of the information is required or authorised by or under an Australian law or a court/tribunal order; or
 - c. a permitted general situation exists in relation to the use or disclosure of the information by Training & Assessment Mentor; or

- d. Training & Assessment Mentor is an organisation and a permitted health situation exists in relation to the use or disclosure of the information by Training & Assessment Mentor; or

Note: For permitted general situation, see section 16A. For permitted health situation, see section 16B (refer Privacy Act 1988 Commonwealth).

6.3 This sub clause does not apply.

6.4 If:

- a. the APP entity is an organisation; and
- b. subsection 16B(2) (refer Privacy Act 1988 Commonwealth) applied in relation to the collection of the personal information by the entity; the entity must take such steps as are reasonable in the circumstances to ensure that the information is de-identified before the entity discloses it in accordance with sub clause 6.1 or 6.2.

Written note of use or disclosure

6.5 If Training & Assessment Mentor uses or discloses personal information in accordance with paragraph 6.2(e); Training & Assessment Mentor must make a written note of the use or disclosure.

Related bodies corporate

6.6 If:

- a. Training & Assessment Mentor is a body corporate; and
- b. Training & Assessment Mentor collects personal information from a related body corporate; this principle applies as if Training & Assessment Mentor primary purpose for the collection of the information were the primary purpose for which the related body corporate collected the information.

Exceptions

6.7 This principle does not apply to the use or disclosure by Training & Assessment Mentor of:

- a. personal information for the purpose of direct marketing; or
- b. government related identifiers.

Australian Privacy Principle 7

Direct Marketing

7.1 If Training & Assessment Mentor holds personal information about an individual, Training & Assessment Mentor will not use or disclose the information for the purpose of direct marketing.

Note: An act or practice of an agency may be treated as an act or practice of an organisation, see section 7A (refer Privacy Act 1988 Commonwealth).

Exceptions — personal information other than sensitive information

7.2 Despite sub clause 7.1, Training & Assessment Mentor may use or disclose personal information (other than sensitive information) about an individual for the purpose of direct marketing if:

- a. the organisation collected the information from the individual; and
- b. the individual would reasonably expect Training & Assessment Mentor to use or disclose the information for that purpose; and

- c. Training & Assessment Mentor provides a simple means by which the individual may easily request not to receive direct marketing communications from Training & Assessment Mentor; and
 - d. the individual has not made such a request to Training & Assessment Mentor.
- 7.3 Despite sub clause 7.1, Training & Assessment Mentor may use or disclose personal information (other than sensitive information) about an individual for the purpose of direct marketing if:
- a. the Training & Assessment Mentor collected the information from:
 - i. the individual and the individual would not reasonably expect Training & Assessment Mentor to use or disclose the information for that purpose; or
 - ii. someone other than the individual; and
 - b. either:
 - i. the individual has consented to the use or disclosure of the information for that purpose; or
 - ii. it is impracticable to obtain that consent; and
 - c. Training & Assessment Mentor provides a simple means by which the individual may easily request not to receive direct marketing communications from Training & Assessment Mentor; and
 - d. in each direct marketing communication with the individual:
 - i. Training & Assessment Mentor includes a prominent statement that the individual may make such a request; or
 - ii. Training & Assessment Mentor otherwise draws the individual's attention to the fact that the individual may make such a request; and
 - e. the individual has not made such a request to Training & Assessment Mentor.

Exception — sensitive information

7.4 Despite sub clause 7.1, Training & Assessment Mentor may use or disclose sensitive information about an individual for the purpose of direct marketing if the individual has consented to the use or disclosure of the information for that purpose.

Exception — contracted service providers

- 7.5 Despite sub clause 7.1, Training & Assessment Mentor may use or disclose personal information for the purpose of direct marketing if:
- a. Training & Assessment Mentor is a contracted service provider for a Commonwealth contract; and
 - b. Training & Assessment Mentor collected the information for the purpose of meeting (directly or indirectly) an obligation under the contract; and
 - c. the use or disclosure is necessary to meet (directly or indirectly) such an obligation.

Individual may request not to receive direct marketing communications etc.

- 7.6 If Training & Assessment Mentor (the first organisation) uses or discloses personal information about an individual:
- a. for the purpose of direct marketing by the first organisation; or

- b. for the purpose of facilitating direct marketing by other organisations; the individual may:
 - i. if paragraph (a) applies — request not to receive direct marketing communications from the Training & Assessment Mentor; and
 - ii. if paragraph (b) applies — request Training & Assessment Mentor not to use or disclose the information for the purpose referred to in that paragraph; and
 - iii. request Training & Assessment Mentor to provide its source of the information.

7.7 If an individual makes a request under sub clause 7.6, Training & Assessment Mentor will not charge the individual for the making of, or to give effect to, the request and:

- a. if the request is of a kind referred to in paragraph 7.6(c) or (d) — Training & Assessment Mentor will give effect to the request within a reasonable period after the request is made; and
- b. if the request is of a kind referred to in paragraph 7.6(e) — Training & Assessment Mentor will, within a reasonable period after the request is made, notify the individual of its source unless it is impracticable or unreasonable to do so.

Interaction with other legislation

7.8 This principle does not apply to the extent that any of the following apply:

- a. the *Do Not Call Register Act 2006*;
- b. the *Spam Act 2003*;
- c. any other Act of the Commonwealth, or a Norfolk Island enactment, prescribed by the regulations.

Australian Privacy Principle 8

Cross-border disclosure of personal information

8.1 Before Training & Assessment Mentor discloses personal information about an individual to a person (the overseas recipient):

- a. who is not in Australia or an external Territory; and
- b. who is not Training & Assessment Mentor or the individual;

Training & Assessment Mentor will take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles (other than Australian Privacy Principle 1) in relation to the information.

Note: In certain circumstances, an act done, or a practice engaged in, by the overseas recipient is taken, under section 16C (refer Privacy Act 1988 Commonwealth), to have been done, or engaged in, by Training & Assessment Mentor and to be a breach of the Australian Privacy Principles.

8.2 Sub clause 8.1 does not apply to the disclosure of personal information about an individual by Training & Assessment Mentor to the overseas recipient if:

- a. Training & Assessment Mentor reasonably believes that:
 - i. the recipient of the information is subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way in which the Australian Privacy Principles protect the information; and

- ii. there are mechanisms that the individual can access to take action to enforce that protection of the law or binding scheme; or
- b. both of the following apply:
 - i. Training & Assessment Mentor expressly informs the individual that if he or she consents to the disclosure of the information, sub clause 8.1 will not apply to the disclosure;
 - ii. after being so informed, the individual consents to the disclosure; or
- c. the disclosure of the information is required or authorised by or under an Australian law or a court/tribunal order; or
- d. a permitted general situation (other than the situation referred to in item 4 or 5 of the table in subsection 16A (1) (refer Privacy Act 1988 Commonwealth) exists in relation to the disclosure of the information by Training & Assessment Mentor; or
- e. Training & Assessment Mentor is an agency and the disclosure of the information is required or authorised by or under an international agreement relating to information sharing to which Australia is a party; or
- f. Training & Assessment Mentor is an agency and both of the following apply:
 - i. Training & Assessment Mentor reasonably believes that the disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
 - ii. the recipient is a body that performs functions, or exercises powers, that are similar to those performed or exercised by an enforcement body.

Note: For permitted general situation, see section 16A (refer Privacy Act 1988 Commonwealth).

Australian Privacy Principle 9

Adoption of government related identifiers

- 9.1 Training & Assessment Mentor will not adopt a government related identifier of an individual as its own identifier of the individual unless:
- a. the adoption of the government related identifier is required or authorised by or under an Australian law or a court/tribunal order; or
 - b. sub clause 9.3 applies in relation to the adoption.

Note: An act or practice of an agency may be treated as an act or practice of an organisation, see section 7A (refer Privacy Act 1988 Commonwealth).

Use or disclosure of government related identifiers

- 9.2 Training & Assessment Mentor will not use or disclose a government related identifier of an individual unless:
- a. the use or disclosure of the identifier is reasonably necessary for Training & Assessment Mentor to verify the identity of the individual for the purposes of Training & Assessment Mentor's activities or functions; or
 - b. the use or disclosure of the identifier is reasonably necessary for Training & Assessment Mentor to fulfil its obligations to an agency or a State or Territory authority; or
 - c. the use or disclosure of the identifier is required or authorised by or under an Australian law or a court/tribunal order; or

- d. a permitted general situation (other than the situation referred to in item 4 or 5 of the table in subsection 16A (1) (refer Privacy Act 1988 Commonwealth) exists in relation to the use or disclosure of the identifier; or
- e. Training & Assessment Mentor reasonably believes that the use or disclosure of the identifier is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- f. sub clause 9.3 applies in relation to the use or disclosure.

Note 1: An act or practice of an agency may be treated as an act or practice of an organisation, see section 7A (refer Privacy Act 1988 Commonwealth).

Note 2: For permitted general situation, see section 16A (refer Privacy Act 1988 Commonwealth).

Regulations about adoption, use or disclosure

- 9.3 This sub clause applies in relation to the adoption, use or disclosure by Training & Assessment Mentor of a government related identifier of an individual if:
- a. the identifier is prescribed by the regulations; and
 - b. Training & Assessment Mentor is prescribed by the regulations, or is included in a class of organisations prescribed by the regulations; and
 - c. the adoption, use or disclosure occurs in the circumstances prescribed by the regulations.

Note: There are prerequisites that must be satisfied before the matters mentioned in this sub clause are prescribed, see subsections 100(2) and (3) (refer Privacy Act 1988 Commonwealth).

Part 4 — Integrity of Personal Information

Australian Privacy Principle 10

Quality of personal information

- 10.1 Training & Assessment Mentor will take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that the entity collects is accurate, up-to-date and complete.
- 10.2 Training & Assessment Mentor will take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that Training & Assessment Mentor uses or discloses is, having regard to the purpose of the use or disclosure, accurate, up-to-date, complete and relevant.

Australian Privacy Principle 11

Security of personal information

- 11.1 If Training & Assessment Mentor holds personal information, it will take such steps as are reasonable in the circumstances to protect the information:
- a. from misuse, interference and loss; and
 - b. from unauthorised access, modification or disclosure.
- 11.2 If:
- a. Training & Assessment Mentor holds personal information about an individual; and
 - b. Training & Assessment Mentor no longer needs the information for any purpose for which the information may be used or disclosed by Training & Assessment Mentor under this Schedule; and
 - c. the information is not contained in a Commonwealth record; and

- d. Training & Assessment Mentor is not required by or under an Australian law, or a court/tribunal order, to retain the information;

Training & Assessment Mentor will take such steps as are reasonable in the circumstances to destroy the information or to ensure that the information is de-identified.

Part 5 — Access to, and correction of, personal information

Australian Privacy Principle 12

Access to Personal Information

12.1 If Training & Assessment Mentor holds personal information about an individual, Training & Assessment Mentor will, on request by the individual, give the individual access to the information.

Exception to access — agency

12.2 If:

- a. the Training & Assessment Mentor is an agency; and
- b. Training & Assessment Mentor is required or authorised to refuse to give the individual access to the personal information by or under:
 - i. the Freedom of Information Act; or
 - ii. any other Act of the Commonwealth, or a Norfolk Island enactment, that provides for access by persons to documents; then, despite sub clause 12.1, Training & Assessment Mentor is not required to give access to the extent that it is required or authorised to refuse to give access.

Exception to access — organisation

12.3 If Training & Assessment Mentor is an organisation then, despite sub clause 12.1, Training & Assessment Mentor is not required to give the individual access to the personal information to the extent that:

- a. Training & Assessment Mentor reasonably believes that giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety; or
- b. giving access would have an unreasonable impact on 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 Training & Assessment Mentor and the individual, and would not be accessible by the process of discovery in those proceedings; or
- e. giving access would reveal the intentions of Training & Assessment Mentor in relation to negotiations with the individual in such a way as to prejudice those negotiations; or giving access would be unlawful; or
- f. denying access is required or authorised by or under an Australian law or a court/tribunal order; or

- g. both of the following apply:
 - i. Training & Assessment Mentor has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to the Training & Assessment Mentor 's functions or activities has been, is being or may be engaged in;
 - ii. giving access would be likely to prejudice the taking of appropriate action in relation to the matter; or
- h. giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- i. giving access would reveal evaluative information generated within Training & Assessment Mentor in connection with a commercially sensitive decision-making process.

Dealing with requests for access

12.4 Training & Assessment Mentor will:

- a. respond to the request for access to the personal information:
 - i. if Training & Assessment Mentor is an agency — within 30 days after the request is made; or
 - ii. if Training & Assessment Mentor is an organisation — within a reasonable period after the request is made; and
- b. give access to the information in the manner requested by the individual, if it is reasonable and practicable to do so.

Other means of access

12.5 If Training & Assessment Mentor refuses:

- a. to give access to the personal information because of sub clause 12.2 or 12.3; or
- b. to give access in the manner requested by the individual;

Training & Assessment Mentor will take such steps (if any) as are reasonable in the circumstances to give access in a way that meets the needs of Training & Assessment Mentor and the individual.

12.6 Without limiting sub clause 12.5, access may be given through the use of a mutually agreed intermediary.

Access charges

12.7 If Training & Assessment Mentor is an agency; it will not charge the individual for the making of the request or for giving access to the personal information.

12.8 If:

- a. the Training & Assessment Mentor is an organisation; and
- b. Training & Assessment Mentor charges the individual for giving access to the personal information; the charge will not be excessive and must not apply to the making of the request.

Refusal to give access

- 12.9 If Training & Assessment Mentor refuses to give access to the personal information because of sub clause 12.2 or 12.3, or to give access in the manner requested by the individual, Training & Assessment Mentor will give the individual a written notice that sets out:
- a. the reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
 - b. the mechanisms available to complain about the refusal; and
 - c. any other matter prescribed by the regulations.
- 12.10 If Training & Assessment Mentor refuses to give access to the personal information because of paragraph 12.3(j), the reasons for the refusal may include an explanation for the commercially sensitive decision.

Australian Privacy Principle 13

Correction of Personal Information

13.1 If:

- a. Training & Assessment Mentor holds personal information about an individual; and
- b. either:
 - i. Training & Assessment Mentor is satisfied that, having regard to a purpose for which the information is held, the information is inaccurate, out of date, incomplete, irrelevant or misleading; or
 - ii. the individual requests Training & Assessment Mentor to correct the information;

Training & Assessment Mentor will take such steps (if any) as are reasonable in the circumstances to correct that information to ensure that, having regard to the purpose for which it is held, the information is accurate, up to date, complete, relevant and not misleading.

Notification of correction to third parties

13.2 If:

- a. Training & Assessment Mentor corrects personal information about an individual that Training & Assessment Mentor previously disclosed to another APP entity; and
- b. the individual requests Training & Assessment Mentor to notify the other APP entity of the correction;

Training & Assessment Mentor will take such steps (if any) as are reasonable in the circumstances to give that notification unless it is impracticable or unlawful to do so.

Refusal to correct information

- 13.3 If Training & Assessment Mentor refuses to correct the personal information as requested by the individual, Training & Assessment Mentor will give the individual a written notice that sets out:
- a. the reasons for the refusal except to the extent that it would be unreasonable to do so; and
 - b. the mechanisms available to complain about the refusal; and
 - c. any other matter prescribed by the regulations.

Request to associate a statement

13.4 If:

- a. Training & Assessment Mentor refuses to correct the personal information as requested by the individual; and
- b. the individual requests Training & Assessment Mentor to associate with the information a statement that the information is inaccurate, out-of-date, incomplete, irrelevant or misleading;

Training & Assessment Mentor will take such steps as are reasonable in the circumstances to associate the statement in such a way that will make the statement apparent to users of the information.

Dealing with requests

13.5 If a request is made under sub clause 13.1 or 13.4, Training & Assessment Mentor:

- a. will respond to the request within a reasonable period after the request is made; and
- b. will not charge the individual for the making of the request, for correcting the personal information or for associating the statement with the personal information (as the case may be).