

PRIVACY POLICY

This Policy sets out how your information is managed by Koukourou Pty Ltd trading as FMG Engineering and Research House, and is effective from 12 March 2014.

1. Information We Collect About You

We may collect and hold three types of information about you: personal information, credit information and credit eligibility information.

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable:

- Whether the information is true or not; and
- Whether the information or opinion is recorded in a material form or not.

We may collect personal information in a number of ways, including:

- Written forms;
- Through contact over the telephone, your mobile or other messaging technology;
- Via the internet; and
- In person.

Credit information is personal information about you, including:

- Identity (ie. name, date of birth, address, driver's license number);
- Credit liability;
- Repayment history;
- A statement of any information requests made in relation to you by a credit provider, mortgage insurer or trade insurer;
- The type of credit and amount sought in any previous credit applications made by you, where the provider made an information request in relation to you;
- Default information (ie. debts over \$150.00 more than 60 days overdue that have previously been the subject of written notice to you notifying you of the overdue portion of the debt and requesting you to pay it);
- Payment information;
- New arrangement information;

- Court proceedings information;
- Personal insolvency information; or
- Publicly available information.

Credit eligibility information means credit reporting information disclosed to us by a credit reporting body about you, which may have a bearing on your credit worthiness.

We collect credit information and credit eligibility information via your credit application form, or from a credit reporting body.

In the event that we are not provided with the information we require, we may not be able to process your request for services, or for payment on credit.

We may hold your information in computer systems, electronic form, digital records, telephone recordings or in paper files.

2. **How We May Use Your Information**

We collect personal information to:

- Provide our customers with the services they request; and
- Provide our customers, unless they tell us not to, with marketing information about our services or promotions.

We may also use personal information to:

- Monitor and evaluate services;
- Assist customers with queries; and
- Assess your credit application with us.

We may use your credit information and credit eligibility information to:

- Assess your credit application with us; and
- Assess any offer by you to act as guarantor or to offer property as security for the credit applied for.

We may disclose your information to a credit reporting body or a debt collection agency (see further details below).

We may undertake advertising or mail out newsletters, price lists or other materials that you would reasonably expect us to do, in order to keep you up to date and maintain our relationship. You will always be able to let us know that you do not want to receive such information and if so, we will stop sending it immediately.

If at any time you do not consent to any of the above uses of your information, please let us know.

3. **Disclosure To Credit Reporting Body**

We may disclose credit information about you to a credit reporting body. The Act allows us to do so on the basis that you are over 18 years of age.

The credit reporting bodies we may use include Dun & Bradstreet (Australia) Pty Ltd, Veda Advantage Ltd and/or CreditorWatch Pty Ltd.

Where the disclosure is in respect of an overdue amount owed by you, we will give you notice in writing stating that we intend to disclose the default to a credit reporting agency or agencies unless payment of the overdue amount is made within 7 days.

Before making such disclosure, we will give you notice in writing stating that we intend to do so. With respect to any outstanding amount(s) owed to us, You will be allowed a further 7 days to pay the outstanding amount before we proceed to provide the default information.

In the event that we disclose default information about you and you subsequently pay the outstanding amount, we will disclose the payment information to the credit reporting body as soon as possible.

4. **Disclosure To Debt Collector**

In the event that you fail to pay any outstanding amount to us as per the relevant terms of credit, we may disclose some credit eligibility information about you to a debt collection agency, with an Australian link, for the purpose of the collection of payments that are overdue. The type of credit eligibility information we disclose includes identification information, court proceedings information, personal insolvency information and/or default information.

5. **Access To Your Information**

You may request access to the information we keep about you by emailing our National Credit Controller, Anne Wilkins at accounts.receivable@fmgeengineering.com.au Alternatively you can send your request by post addressed to:

Mrs Anne Wilkins FICM CCE
National Credit Controller
FMG Engineering
PO Box 707
Kent Town SA 5071

We will provide such access unless:

- Giving access would be unlawful;
- Denying access is required/authorised by or under an Australian law or a court/tribunal order; or
- Giving access would prejudice any enforcement related activities.

We will respond to your request within 14 days. In the event that we refuse your request, we will provide you with written notice setting out our reason(s) for refusal.

6. **Correction Of Your Information**

In the event that we become aware that any information we hold about you is inaccurate, out-of-date, incomplete, irrelevant or misleading, we will take such steps as are reasonable to correct the information.

We will provide you with written notice of any such correction as soon as possible.

7. **Consent**

Where you are simply placing an order we will not ask you to consent to us having details such as your name, contact and credit card details since we believe it is understood that we need to have this information in order to fulfil your order.

When you complete a credit application with us, we will ask for your specific consent. If you offer to act as a guarantor or offer property as security for credit, we will request your express consent in writing to disclose your credit eligibility information in order to consider your eligibility in this respect, and for the purpose of enforcement, or proposed enforcement, of the guarantee.

If you fail to agree, or if you withdraw consent (as you are entitled to do), it might mean that we are unable to provide you with the services you want.

8. **Direct Marketing**

We occasionally use your personal information to notify you about other services or promotions offered by us. You can ask not to receive such information by:

- telling our staff member at the time you place your phone or fax order; or
- Contacting us directly at any time.

9. **Protection Of Your Information**

We will take all reasonable steps to protect your credit information and credit eligibility information from misuse, interference, loss and unauthorised access, modification or disclosure.

If your information is no longer required to be kept by us, we will destroy it and/or ensure that the information is de-identified.

10. **Complaint Process**

Should you have any complaints in respect of our handling of your credit information or credit eligibility information, we require that you follow the process below.

- Send an email addressed to accounts.receivable@fmgengineering.com.au or a letter by post to:
Mrs Anne Wilkins FICM CCE
National Credit Controller
FMG Engineering
PO Box 707
Kent Town SA 5071

- ensure your correspondence clearly sets out the nature of your complaint;
- We will, within 7 days of receiving the complaint, provide you with a written response acknowledging the complaint and setting out how we propose to deal with it;
- We will then investigate the complaint; and
- We will then, within 30 days of the date of your complaint or such longer period as agreed by you in writing, provide you with the outcome of our investigation in writing.

11. **Changes To Our Practices**

From time to time we might change the way in which we handle your information. We will notify our intention to do so on our website and will have available an updated version of this document.