

# CAPRAL Limited

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# CAPRAL PRIVACY POLICY

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Capral Limited (and its subsidiaries) (Capral, we, our or us) recognises the importance of protecting any personal information that we collect about our customers, suppliers and other persons with whom we deal. This Privacy Policy outlines how Capral safeguards the privacy of your personal information (meaning any information or opinion about you from which your identity is apparent or can reasonably be established) in compliance with privacy laws. The scope of the principles set out in our Privacy Policy extends to any personal information you give to us through any agreement or arrangement.

Capral is subject to the Australian Privacy Principles for handling personal information contained in the Privacy Act 1988 (Cth).

Acts and practices of Capral which are directly related to the employee records of our current and former employees are exempt from the coverage of these principles and this Policy does not apply to them.

## Collection of your Personal Information

At Capral we only collect personal information from you, which is necessary for conducting our business, providing our products and services to you and meeting our legal obligations. We collect personal information about you only by lawful and fair means and not in an unreasonably intrusive way.

We take reasonable steps to ensure that you know why we are collecting your personal information, what we use it for, to whom we disclose it and how you can access it to ensure its accuracy.

Where reasonable and practicable to do so, we collect personal information about you directly from you. Generally, Capral may collect personal information about you when you meet with us in person, contact us by telephone, facsimile or e-mail, correspond with us by mail or when you transact or request further information about our products or services through our web site.

Generally, we only collect personal information from our web site when you provide it to us voluntarily. Our web site may collect non-personal information from your computer (e.g. the identity of your Internet browser, the type of operating system you use, your IP address and the domain name of your Internet service provider). We may collect information regarding the pages within our network which you visit and what you click on.

We may utilise Cookies (ie. data that a web site transfers to an individual's hard drive for record-keeping purposes) to facilitate a user's ongoing access to and use of our web site. They allow us to track usage patterns and to compile data that can help us improve our content and target advertising. If you do not want information collected through the use of Cookies, there is a simple procedure in most browsers that allows you to deny the Cookie feature. Please note that Cookies might be necessary to provide you with features of our web site.

Our web site may contain links to other web sites. These sites may collect personal information from you that may be shared with us and this Privacy Policy will apply to personal information we obtain in this manner. The type of personal information which we collect depends on the nature of your dealings with Capral. The personal information we collect from you usually includes your name, address (home, business, e-mail) and contact numbers (telephone, mobile, facsimile) and in some instances, your financial details.

Occasionally, we may collect personal information about you from a third party such as organisations with whom you may have dealings, an information service provider or from a publicly maintained record.

## Use and Disclosure of your Personal Information

We endeavour to use and disclose personal information about you only for the primary purpose for which we have collected it. The primary purpose of collection may relate to the provision of our products and services to you; obtaining services from you; or marketing our products and services to you. We may use personal information in aggregate from you and others to improve our products and services and make them more responsive to the needs of our customers. We may use this aggregated information for statistical compilation and analysis.

Sometimes it may be necessary to use or disclose your personal information for a secondary purpose, which is related to the primary purpose of collection, such as generating bills and reminder notices.

We do not disclose or sell personal information we collect and hold to third parties in order to allow them to directly market their products and services to you. Capral may disclose your information to its service providers and contractors to assist us to provide and market our products and services to you. If we do this we require these parties to protect your information in the same way that we do. If you do not wish to receive marketing please advise the Privacy Officer.

## Maintaining your Personal Information

We take reasonable steps to make sure that the personal information which we collect, use or disclose is accurate, complete and up-to-date.

If you believe that the personal information we hold about you is inaccurate, incomplete and not up-to-date, please contact our Privacy Officer and we will take reasonable steps to amend the information if we agree with the change. If we disagree with your view about the accuracy, completeness or currency of a record of your personal information which we hold, we will provide the reasons for our decision (unless it is unreasonable to do so) and the avenues to complain. If you request us to associate with that information a statement that you have an opposing view, we will take reasonable steps to do so.

## Securing your Personal Information

Capral takes reasonable steps to protect the personal information which they hold from misuse, interference and loss, and from unauthorized access, modification or disclosure. If we no longer require the information we will take reasonable steps to destroy or de-identify the information. To protect your personal information, we have implemented physical, computer and network, communications and personnel security measures. No data transmission over the Internet can currently be guaranteed to be totally secure.

## Access to your Personal Information

Subject to the exceptions outlined in the Privacy Act and the Australian Privacy Principles, you may gain access to the personal information that Capral holds about you by contacting our Privacy Officer. Upon a request by you, we will take reasonable steps to notify you, in general, for what purposes, and how we collect, hold, use and disclose, that information. We may not be able to provide you with access to information collected before 21 December 2001, if to do so would either place an unreasonable administrative burden on us or cause us unreasonable expense.

We will deal with your request within a reasonable time. We may charge you a reasonable fee for retrieving your personal information and providing you with a copy of it.

If we deny you access to your personal information, we will provide reasons for our decision (unless it is unreasonable to do so) and the avenues to complain.

## Transfer of your Personal Information Overseas

We are unlikely to disclose your personal information overseas. It will only be transferred overseas with your consent.

## Our Contact Details

If you would like to find out more about our management of personal information or our approach to privacy, or if you have a complaint regarding our handling of your personal information, please contact our Privacy Officer: Address: PO Box 209, Parramatta CBD BC, NSW 2124. We will respond to your query or complaint as soon as possible.

Privacy complaints about our acts or practices may be investigated by the Privacy Commissioner who has the power to make a determination including a declaration that the claimant is entitled to compensation.

## Disclaimer

Capral is not responsible for the privacy practices or the content of other web sites that are linked to our web site. We reserve the right to amend our Privacy Policy as and when it becomes necessary. We will issue notice about changes to the content of this policy by publishing an updated version on our web site.

*Update: March 2014*

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# PRIVACY STATEMENT

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1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) (**Act**) in relation to your dealings with Capral Limited ACN 004 213 692 and our related entities (**Capral**).
2. This statement operates concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. The terms “personal information”, “sensitive information”, “credit eligibility information”, “credit information”, “commercial credit purpose”, “credit guarantee purpose”, “consumer credit purpose”, “credit reporting body”, “credit provider”, “credit reporting information” and “credit reporting code” in this statement have the same meaning as under the Act and the term **Information** means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. Capral may collect Information about you for Capral’s primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. You consent to Capral collecting, using and disclosing Information for the primary purposes specified in this statement and other purposes, including the purpose of direct marketing.
6. Capral may collect, and may already have collected, Information from the Addressee(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by Capral it may restrict or impede upon Capral trading with, extending credit to, continuing to extend credit to or extending further credit to the Addressee(s) or their related bodies corporate.
7. You consent to Capral obtaining and making disclosure of Information about you from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. Capral notifies you that it may use and/or disclose credit eligibility information under section 21G of the Act.
8. Capral may provide Information about you to the credit reporting bodies listed below. Capral intends to disclose default information to the credit reporting bodies listed below. You consent to such disclosure. Capral’s credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what Capral may disclose and your right to request limitations to the use of their Information.

Veda Advantage	NCI
Level 15, 100 Arthur Street	Level 2, 165 Grenfell St
NORTH SYDNEY NSW 2060	ADELAIDE SA 5000
Tel: 1300 921 621	Tel: 1800 882 820

Capral Limited  
71 Ashburn Street, BUNDAMBA QLD 4304  
Phone: 07 3816 7509  
Website: [www.capral.com.au](http://www.capral.com.au)

9. Capral may disclose Information to, and about you. You consent to the disclosure of such Information to Capral's employees, agents and related bodies corporate, past, present or prospective credit providers of you or related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit.
10. A full copy of Capral's Privacy Policy and Credit Reporting Policy can be obtained from Capral's website (details above) or by making a request in writing directed to the Supplier's privacy officer. These policies contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how Capral will deal with any such complaint.
11. You will be deemed to have accepted the terms of this privacy statement by either failing to provide written notification to Capral that its terms are not accepted or continuing to trade with Capral after publication of this statement on Capral's website. If you are a director or guarantor of a customer, you will be deemed to have accepted the terms of this statement by not taking steps to prevent the customer from continuing to trade with Capral after its publication on Capral's website.

*Version: May 2014*

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# CAPRAL CREDIT REPORTING POLICY

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This Credit Reporting Policy outlines the nature of credit report information, credit eligibility information and/or regulated information (referred to as **Credit Information** in this document) collected by Capral, how it is collected and used.

Capral is subject to the Credit Reporting Privacy Code (**CRC**) registered in relation to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) (the **Act**).

This Policy and Capral's Privacy Policy are available online at [www.capral.com.au](http://www.capral.com.au) (as may be varied from time to time).

## Collection of your Credit Information

In order to provide credit to you we may collect and hold the following types of Credit Information.

1. Current and prior names and addresses, age and occupation, (including employer details).
2. Driver's licence number.
3. Details regarding applications for commercial credit including the type and amount of credit requested and the fact that we have assessed an application.
4. Details regarding the provision of credit, the amount and whether any other credit was previously provided.
5. The date that any agreement in relation to credit ceased or was terminated and the surrounding circumstances.
6. Repayment history.
7. Details regarding payment owed to us or any other credit provider, in connection with credit provided to you or in relation to which you are a guarantor, overdue for more than 60 days.
8. Whether in our opinion, or another credit provider's opinion, you have committed a serious credit infringement.
9. Whether you have entered into arrangements with us or other creditors in connection with the credit provided to you.
10. Court proceedings information, personal insolvency information and credit related publically available information.
11. Any information regarding your credit worthiness.

Any administrative information about credit accounts of yourself and your related entities. We collect your Credit Information directly from you through the online credit application form or from third party credit reporting bodies or other references provided by you (such as banks and other suppliers).

## Use and Disclosure of your Credit Information

We endeavour to use and disclose Credit Information about you only for the provision of credit in relation to the supply of our products and services to you and actions to recover outstanding monies.

If we decline credit and it is reasonable to do so, we will provide the reasons for our decision.

We may disclose any payment default by you to Veda or other credit reporting body (**CRB**) engaged by us. We will notify you at least 14 days in advance that we propose to notify a CRB of a payment default.

We will endeavour to obtain your written consent regarding the collection and further disclosure of Credit Information from and to a CRB. This is provided by you with your Credit Application.

It may be necessary for us to collect your Credit Information for a specific purpose such as an investigation of a complaint.

We may be required to disclose your Credit Information to a CRB, in some circumstances, if you fail to meet payment obligations or commit serious credit infringement.

We will attempt to use the Credit Information we collect and hold for the primary purpose(s) in respect of which it is collected.

When the overdue amount has been paid, we will notify the applicable CRB.

We may collect, hold, use and disclose your Credit Information as reasonably necessary so that it may be used directly for the functions or activities of our company and as permitted by law.

We may use your Credit Information for the functions or activities of our company to:

1. consider whether to provide you or a related entity with credit, or accept you as a guarantor;
2. consider your credit worthiness when making decisions with respect to your application;
3. provide information to CRBs and participate with other the credit reporting system recognised by the CRC;
4. take debt recovery action and enforcement where necessary to recover amounts against guarantors or where infringements have occurred; and/or
5. consider and address any complaints and comply with our statutory requirements.

## Maintaining Credit Information

Should we hold Credit Information that is incorrect, you have the right to make us aware of this fact and request that the incorrect information be corrected.

If you would like to make a request to correct your information please contact our Shared Services Department (details below).

In assessing your request we will need to be satisfied that the information is inaccurate, out of date, incomplete, irrelevant or misleading. We will then take all reasonable steps necessary to ensure that it is accurate, up to date, complete, relevant and not misleading.

It is our normal request to try and resolve any correction requests within 30 days. If we are to require further time we will notify you in writing and seek your consent.

If it is the case we do not agree to correct your Credit Information as per your request we will notify you in writing and provide you with our written reasons for the refusal.

## Securing your Credit Information

Capral will endeavour to take reasonable steps to protect the Credit Information which they hold from misuse, interference and loss, and from unauthorized access, modification or disclosure

Your Credit Information may be held in either a physical form or in electronic form on our IT system.

We will take steps to protect the Credit Information against the modification, disclosure or misuse by including physical restrictions and password protection for accessing electronic IT systems.

We will also endeavour to ensure that our service providers have protection for electronic IT systems and other necessary restrictions.

We will endeavour to ensure our staff are trained with respect to the security of the Credit Information we hold and we will restrict any access where necessary.

We will endeavour to destroy and de-identify the Credit Information once it is no longer required.

In the event we hold Credit Information that is unsolicited and we were not permitted to collect it, the Credit Information will be destroyed as soon as practicable.

If we collect Credit Information about you from someone else, we will advise you as soon as practicable that this information has been collected and the circumstances which surround the collection.

## Access to your Credit Information

Unless an exception applies, you may gain access to the credit information that Capral holds about you by contacting our Shared Services Department (details below).

You can make a request for access by sending an email or letter to our address.

With any request that is made we will need to authenticate your identity to ensure the correct person is requesting the information.

You will only be granted access to your Credit Information where we are permitted or required by law. We are unable to provide you with access that is unlawful.

We will not charge you for making an access request, however if reasonable we may charge you with the costs associated with your access request.

In the event your access request is refused we will provide you with written notice regarding the refusal and reasons for our decision.

## Record Keeping

We will endeavour to keep a record of where all Credit Information is used or disclosed.

The types of matters recorded by us include the following.

1. Where Credit Information is destroyed to meet obligations and compliance requirements in accordance with the CRC and the Act.
2. Where we have received Credit Information from another credit provider:
  - (a) the date in which it was disclosed;
  - (b) a brief description of the information disclosed; and
  - (c) to whom the disclosure was made.
3. Records of consent provided by an individual for purposes of disclosure.
4. Records of correspondence and actions taken in relation to notifications or corrections, complaints, pre-screening, monitoring and auditing.

We will maintain our records for a minimum period of 5 years.

## Complaints

If you wish to make a complaint about a failure by us to comply with our obligations in relation to the CRC or the Act please raise this with our Privacy Officer (contact details are contained in our Privacy Policy).

We will provide you with a receipt of acknowledgment as soon as practicable.

We will then endeavour to respond to your complaint and attempt to resolve the issues within 30 days, unless otherwise specified.

In dealing with your complaint we may need to consult a CRB, or another credit provider, or a third party.

If we fail to deal with your complaint in a manner that you feel is appropriate you may choose to report your complaint to an external dispute resolution scheme (**EDR Scheme**).

We note that we are currently not a member of any EDR Scheme and we are exempt from having to be a member of any EDR Scheme until March 2015.

If you are not satisfied with the process of making a complaint to our Privacy Officer you may make a complaint to the Information Commissioner.

The Information Commissioner may decline to investigate a complaint on a number of grounds including:

1. where the complaint was not made at first to us;
2. if the Information Commissioner considers the complaint has already been dealt with by a recognised EDR scheme; or
3. if the complaint would be more effectively or appropriately dealt with by a recognised EDR scheme of which we are a member.

## Transfer of your Credit Information Overseas

We are required to provide you with a list of countries which personal information may be transmitted to, or disclose where it is practical to do so. We are unlikely to transfer your personal information. It will only be transferred overseas with your prior consent.

## Our Contact Details

If you would like to find out more about our management of credit information or our approach to credit reporting, or if you have a complaint regarding our handling of your credit information, please contact our Shared Services Department: [credit.applications@capral.com.au](mailto:credit.applications@capral.com.au).

We will respond to your query or complaint as soon as practicable.

*Version: May 2014*

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