



Privacy Policy

Kentan Machinery Pty Ltd ACN 001 716 570 is committed to protecting your privacy and the confidentiality of your personal information. In handling your information we are bound by, and comply with, the Privacy Act 1988 and the Australian Privacy Principles (AAPs).

This privacy policy sets out how we collect and manager your information, how you can access and correct that information and how you can complain if you are not satisfied with our policies and processes.

1. In this policy:
 - (a) **Act** means the *Privacy Act 1988* (Cth)
 - (b) **CRB** means a credit reporting body
 - (c) **Customer** means a customer of Kentan
 - (d) **EEA** means a European Economic Area
 - (e) **GDPR** means the General Data Protection Regulation
 - (f) **Kentan** means Kentan Machinery Pty Ltd ACN 001 716 570
 - (g) **NDB** means Part IIIC of the Act being the *Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth)
 - (h) **Personal Information** means the information set out in clause 4
2. All emails, documents, images or other recorded information held or used by Kentan is Personal Information and therefore considered confidential information. Kentan acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Act including the NDB and any statutory requirements, where relevant in an EEA, under the EU Data Privacy Laws (including the GDPR). Kentan acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by Kentan that may result in serious harm to the Customer, Kentan will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
3. Notwithstanding clause 2, privacy limitations will extend to Kentan in respect of cookies where transactions for purchases/orders transpire directly from Kentan's website. Kentan agrees to display reference to such cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
 - (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Kentan when Kentan sends an email to the Customer, so Kentan may collect and review that information ("collectively Personal Information")In order to enable / disable the collection of Personal Information by way of cookies, the Customer shall have the right to enable / disable the cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via Kentan's website.

4. The types of personal information that Kentan may collect and hold in relation to its customers includes:
 - (a) a customer's name, address, date of birth and contact details;
 - (b) a customer's contact details including social media accounts;
 - (c) identification information such as drivers licences or passport details; and
 - (d) details of a customer's previous credit applications and credit history.

5. The Customer agrees for Kentan to obtain from a CRB a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by Kentan.

6. The Customer agrees that Kentan may exchange information and obtain a credit report about the Customer with and from those credit reporting bodies and with related body corporates for the following purposes:
 - (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.

7. The Customer consents to Kentan being given a consumer credit report to collect overdue payment on commercial credit.

8. The Customer agrees that personal credit information provided may be used and retained by Kentan for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of goods / equipment; and/or
 - (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of goods / equipment; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (d) enabling the collection of amounts outstanding in relation to the goods / equipment.

9. Kentan may give information about the Customer to a CRB for the following purposes:
 - (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.

10. The information given to the CRB may include:
 - (a) Personal Information;
 - (b) name of the credit provider and that Kentan is a current credit provider to the Customer;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and Kentan has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
 - (g) information that, in the opinion of Kentan, the Customer has committed a serious credit infringement;

- (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
11. Kentan may disclose Personal Information to its third-party contractors to carry out activities on its behalf, such as IT service providers. Kentan imposes security and confidentiality requirements on how these third-party contractors handle Personal Information including the requirement not to use Personal Information about the Customer for any purpose except those activities which Kentan has asked them to perform.
 12. The Customer shall have the right to request from Kentan:
 - (a) a copy of the Personal Information about the Customer retained by Kentan and the right to request that Kentan correct any incorrect Personal Information; and
 - (b) that Kentan does not disclose any Personal Information about the Customer for the purpose of direct marketing.
 13. Kentan will destroy Personal Information upon the Customer's request or if it is no longer required unless it is required in order to fulfil the obligations of this policy or is required to be maintained and/or stored in accordance with the law.
 14. Kentan stores Personal Information in cloud based accounting software who store the data within Australia. Kentan will not knowingly transfer the Customer's Personal Information to an overseas recipient unless Kentan has the Customer's consent or Kentan is required to do so by law. Kentan may choose to store the Customer's Personal Information in alternate cloud or on other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country the Customer's Personal Information may be held.
 15. The Customer can make a privacy complaint, request copies of or a correction to their Personal Information or ask any questions about the storage or handling of their Personal Information by contacting Kentan at:

Attn: Privacy Officer
338 Pacific Highway Hexham NSW 2322
Email: admin@kentanmachinery.com.au
Phone: 02 4964 8275
 16. Kentan will respond to any requests or complaints within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. If the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Office of the Australian Information Commissioner at:

Phone: 1300 363 992
TTY: 133 677 then ask for 1300 363 992
email: enquiries@oaic.gov.au