

# Reece Privacy Policy (Australia & New Zealand)

Last updated: 6 May 2024

## PURPOSE

1. Reece is committed to protecting your personal information. Reece has obligations concerning the collection, use, disclosure and storage of personal information. These obligations are set out in the Australian Privacy Principles (**APPs**) under the *Privacy Act 1988* (Cth) (**Australian Privacy Laws**) and *Privacy Act 2020* (NZ) (**New Zealand Privacy Laws**).
2. This Privacy Policy sets out our information collection and handling practices and the rights and obligations that both you and we have in relation to your personal information.
3. In this Privacy Policy, references to "Reece", "we", "us" and "our" are to Reece Limited (ACN 004 313 133) and its Australian and New Zealand subsidiaries, and The Reece Group Foundation Limited (ABN 89 635 658 276) (**Reece Group**).

## WHAT IS PERSONAL INFORMATION?

4. "**Personal information**" is information or an opinion about an identified individual or reasonably identifiable individual, whether true or not and whether recorded in material form or not.

## WHAT IS SENSITIVE INFORMATION?

5. "**Sensitive information**" is a sub-category of personal information which includes information about an individual's racial or ethnic origin, political opinions, membership of political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association or trade union, sexual preferences or practices, criminal record, health information, genetic or certain biometric information.

## WHO DOES THIS POLICY APPLY TO?

6. This Policy applies to all dealings Reece has with individuals, including customers, guarantors or prospective guarantors, suppliers and other third-party service providers of Reece.

## WHAT PERSONAL INFORMATION DO WE COLLECT AND HOLD?

7. We collect information about you and your interactions with us. The types of personal information we may collect about you will depend upon the nature of our interaction with you. Specifically, the personal information we collect and hold may include:
  - (a) your name, gender, date of birth, age and contact details;
  - (b) your personal and business address, phone number and email address;
  - (c) your signature and driver licence number (or alternative identification documentation);
  - (d) purchases and payment details;

- (e) correspondence and billing documents;
  - (f) customer account numbers;
  - (g) type of business;
  - (h) warranty claims;
  - (i) location data specifically from devices which may include Davey mobile Android and iOS Apps which use Bluetooth (e.g. Henden Water Quality Hub) even when the App is closed or not in use and device identifiers;
  - (j) images from video surveillance and other cameras used in the Reece Group;
  - (k) customer survey information;
  - (l) unique student identifier;
  - (m) employment history and status;
  - (n) interview photographs and videos;
  - (o) references;
  - (p) emergency contact details;
  - (q) police checks;
  - (r) language spoken;
  - (s) professional or trade associations or union membership;
  - (t) aptitude tests;
  - (u) educational and study background;
  - (v) education and training qualifications and licence details;
  - (w) ethnicity and origin;
  - (x) superannuation fund details;
  - (y) language, literacy and numeracy support needs;
  - (z) health, disability and support information;
  - (aa) biometric information and biometric templates; and
  - (bb) financial details.
8. We collect and record personal information about individuals such as:
- (a) our customers, potential customers and their representatives;

- (b) our suppliers, potential suppliers and their representatives, directors, partners, proprietors and shareholders;
- (c) contractors, subcontractors, potential contractors and their representatives in relation to providing goods and services to us;
- (d) our employees past and present, including applications; and
- (e) any other person who comes into contact with us.

## **EMPLOYEE PERSONAL INFORMATION**

- 9. The employee records exemption set out in the Australian Privacy Laws applies to Reece Australia Pty Ltd acts and practices in relation to the handling of employee records held by Reece Australia Pty Ltd. There is no exemption under New Zealand Privacy Laws for New Zealand employee records held by Reece New Zealand Pty Limited.
- 10. This Privacy Policy does not apply to the acts and practices of Reece Australia Pty Ltd if such acts and practices are directly related to a current or former employment relationship between a Reece employee and Reece Australia Pty Ltd and an employee record held by Reece Australia Pty Ltd.

## **HOW DO WE COLLECT PERSONAL INFORMATION?**

- 11. We may collect personal information directly from you or from a third party. We will only collect personal information from a third party if it is unreasonable or impracticable to collect this information directly from you or if we are otherwise permitted to do so.
- 12. We collect personal information from third parties such as:
  - (a) publicly available sources or registers
  - (b) any person authorised or nominated to act on your behalf or to provide your information;
  - (c) credit reporting bodies and credit providers;
  - (d) our related entities, companies or businesses; and
  - (e) any person sharing information with us for loss prevention and/or law enforcement purposes.
- 13. We may collect this information when you communicate with us through the Websites, telephone, email or a written application.
- 14. Specifically, we may collect your personal information when:
  - (a) you use or buy our products or services;
  - (b) you provide us, or you offer or apply to supply us, with goods or services;
  - (c) you request information about our products or services;
  - (d) you provide feedback to us;

- (e) you visit or fill in a form on the Reece Websites;
  - (f) you visit premises from which we operate;
  - (g) you register to be a donor or volunteer for the Reece Foundation;
  - (h) you enrol with PowerUp, which is a registered training organisation;
  - (i) you submit a job application to us;
  - (j) you contact us by telephone, email, social media, post or in person; and
  - (k) we are otherwise required or authorised by law.
15. If the personal information we collect includes sensitive information, including health information, we will ask for your consent to collect this sensitive information, unless the law allows us to collect the information without your consent.
16. PowerUp collects your personal information in accordance with the Standards for Registered Training Organisations (RTOs) 2015 (Cth), the *National Vocational Education and Training Regulator Act 2011* (Cth), National Vocational Education and Training Regulator (Data Provision Requirements) Instrument 2020 (Cth) and Total VET reporting requirements.

#### **CAN I REMAIN ANONYMOUS?**

17. You can always choose to deal with us anonymously or by using a pseudonym.
18. However, please note that if you choose to remain anonymous, this may affect your ability to access or use certain functions of the Websites or our products and services.
19. If you wish to remain anonymous when dealing with us via a telephone call, please advise the call operator assisting you.

#### **WHY DO WE COLLECT, HOLD, USE AND DISCLOSE PERSONAL INFORMATION?**

20. We collect, hold, use and disclose your personal information for the following purposes:
- (a) to process your transactions and provide you with our products and services;
  - (b) to provide you details about the Reece Foundation and its objectives;
  - (c) to administer and manage our relationship with you and improve our communication;
  - (d) for the provision of information to manufacturers in the event of a recall of products and to warranty service providers;
  - (e) for internal purposes such as procedural assessments, risk management, product and service reviews, staff training, accounting and billing;
  - (f) for statistical or research purposes and reporting;
  - (g) to register interests on the Personal Property Securities Register;

- (h) to administer surveys, competitions or other promotional activities or events conducted, sponsored or managed by us or our business partners;
  - (i) with your consent, to identify and inform you of products and services that may be of interest to you including direct marketing to you;
  - (j) to allow us to analyse your use of our Websites to evaluate and improve our performance and to provide a better customer experience on the sites;
  - (k) to respond to any queries or complaints you have made;
  - (l) to provide training and assessment services;
  - (m) to process any job application submitted by you;
  - (n) to manage the safety and security of our premises, staff, customers, suppliers and visitors;
  - (o) to conduct data analytics for purposes including workforce management and planning and to fulfil our workplace health and safety obligations;
  - (p) to fulfil our vocational education reporting obligations;
  - (q) for all other purposes to which you have expressly or implicitly consented;
  - (r) to comply with our legal obligations; and
  - (s) to assist government and law enforcement agencies or regulators.
21. We will only use or disclose your personal information for a purpose that is related to the purposes specified above (or directly related in the case of sensitive information).
22. We will only use or disclose your personal information after taking reasonable steps to ensure that the information is accurate, up to date, complete, relevant and not misleading.

#### **TO WHOM DO WE DISCLOSE PERSONAL INFORMATION?**

23. We may disclose your personal information to the following third parties for the purposes listed above:
- (a) a related Reece entity;
  - (b) organisations that provide us with professional advice, such as solicitors, accountants and business advisors;
  - (c) third party contractors to whom we outsource certain functions, such as mailing houses, electronic network administrators, IT providers, security services and debt collection agencies;
  - (d) credit reporting agencies and other credit providers;
  - (e) marketing, advertising and promotional services providers and event organisers;
  - (f) other third parties to facilitate the provision of our products and services to you (e.g. manufacturers, suppliers, couriers and installers);

- (g) third party platforms which display advertising or content based on your information or preferences (including social media and search engines);
  - (h) third parties who provide services in connection with our business operations, undertaking data monitoring, data analysis, data matching activities, monitoring trends in customer preferences and the operation and maintenance of our Websites as well as other online applications;
  - (i) third parties who we share information with for loss prevention and law enforcement purposes;
  - (j) Commonwealth and State Government agencies, including the Australian Skills Quality Authority (**ASQA**), the national Centre for Vocational Education Research (**NCVER**) and the Department of Education, Skills and Employment (**DESE**);
  - (k) law enforcement agencies, government agencies or other third parties where required or authorised by law; and
  - (l) other persons disclosed to you at the time the relevant information is collected.
24. Where possible, we implement contractual measures, and in all other circumstances, take all reasonable measures, with our contractors to ensure that they comply with the privacy standards set out in the Australian Privacy Laws and New Zealand Privacy laws, as applicable.
25. We may also disclose your personal information to a purchaser or potential purchaser of a Reece entity, our business or any of our assets, including in insolvency, in circumstances which require the purchaser or potential purchaser to use such personal information consistently with this Privacy Policy.

#### **OTHER PERMITTED DISCLOSURES**

26. We may disclose personal information in other circumstances, where the person concerned has consented to the disclosure, or where we are expressly permitted to do so by the Australian Privacy Laws, New Zealand Privacy Laws or another law. These other disclosures may include where:
- (a) you would reasonably expect the disclosure to occur (for example, quality assurance purposes or training);
  - (b) we are authorised or compelled by law to disclose;
  - (c) it will prevent or lessen a serious threat to someone's life, health or safety or a threat to public health or safety;
  - (d) it is necessary as part of the establishment or defence of a legal claim;
  - (e) it is requested by an enforcement agency such as the police; or
  - (f) it is a necessary part of an investigation following a complaint or incident.

## **OTHER USES AND DISCLOSURES**

27. We may collect, use and disclose your personal information for other purposes not listed in this Privacy Policy. If we do so, we will make it known to you at the time we collect or use your personal information.

## **CREDIT PROVIDER INFORMATION**

28. To the extent Reece provides you with credit, reviews the credit provided or considers your eligibility for credit, we may also collect the following credit information:
- (a) your current and former employment details;
  - (b) details of your assets, income and expenditure;
  - (c) records of any credit provider asking a credit reporting body for information about you in relation to any credit application, including the type and amount of credit applied for;
  - (d) details included in any application for credit made by you to Reece previously or credit provided to you previously;
  - (e) your credit payment information or any default information;
  - (f) information regarding court proceedings related to your credit, your insolvency information and any other credit-related publicly available information relating to you;
  - (g) credit scores, ratings, summaries, evaluations and other information relating to your credit-worthiness which is derived by Reece or its agents or by credit reporting bodies;
  - (h) information from you personally or from any person authorised to act on your behalf or authorised to provide your credit information to Reece;
  - (i) information from any co-credit applicants, from your co-guarantors or proposed guarantors;
  - (j) information from your accountant or referees that you nominate;
  - (k) information from publicly available sources, including title searches, Personal Property Securities Register searches, internet search platforms and social media platforms; and
  - (l) information from service providers that assist Reece to provide credit or administer the credit accounts that we provide, including commercial information services providers, credit application assessors, debt collectors and lawyers.
29. We may use or disclose credit information:
- (a) to form decisions as to whether to provide you, or any entity associated with you, with credit, to accept you as a guarantor or to provide credit to a person or entity for which you might act as a guarantor;

- (b) to make assessments relating to your credit worthiness which are used in Reece's ongoing decision-making processes regarding the provision of credit and the amount of such credit;
  - (c) to participate in the credit reporting system and to provide information to credit reporting bodies in certain circumstances, including where you consent to the disclosure, where you fail to meet payment obligations in relation to credit provided by Reece or if in Reece's opinion you have committed a serious credit infringement (for example, if Reece reasonably believes there has been any fraud related to a credit provided to you or if Reece has, in certain circumstances, been unable to contact you after a default has occurred in your credit payments);
  - (d) to undertake debt recovery and enforcement activities, including in relation to guarantors, and to deal with credit infringements related to credit provided by Reece; and
  - (e) to deal with complaints and meeting legal and regulatory requirements.
30. Credit reporting bodies are able, under applicable privacy regulation, to hand information relating to credit.
31. If Reece provides your credit information to any credit reporting body, that credit reporting body may include your information in reports provided to other credit providers to assist such other credit providers to assess your credit-worthiness.

#### **DISCLOSURE OF INFORMATION OUTSIDE AUSTRALIA**

32. We may disclose your personal information including credit information or credit eligibility information (where applicable) to recipients located outside Australia. The countries in which those third party recipients may be located are: New Zealand, Philippines and Singapore.
33. Where we disclose information outside of Australia, we will take reasonable steps to ensure that any such person to whom personal information is disclosed will deal with that information in a way that is consistent with the APPs.

#### **TRANSFER OF INFORMATION OUTSIDE NEW ZEALAND**

34. We will only transfer your personal information we collect in New Zealand to recipients located outside New Zealand in accordance with the New Zealand Privacy Laws. In the case of personal information which is subject to the New Zealand Privacy Laws, the information may be transferred to a member of the Reece Group operating in Australia and in circumstances where Australia provides comparable safeguards to your personal information as are available under the New Zealand Privacy Laws.

#### **INFORMATION COLLECTED VIA OUR WEBSITES**

35. This Privacy Policy applies to personal information that Reece collects through all websites owned or operated by Reece from time to time (the **Websites**).

## Cookies

36. A "cookie" is a small file stored by the web browser software on your computer when you access our Websites. An explanation of cookies can be found on the Office of the Australian Information Commissioner's (**OAIC**) [website](#).
37. We may use "cookies" and similar technology on our Websites and in other technology applications. The use of such technology is an industry standard and helps to monitor the effectiveness of advertising and how visitors use or websites/applications. We may use such technologies to generate statistics, measure your activity, improve the usefulness of our Websites/applications and to enhance your customer experience.
38. If you prefer not to receive cookies you can adjust your Internet browser to refuse cookies or to warn you when cookies are being used. However, our Websites may not function properly or optimally if cookies have been termed off.

## Third party websites

39. The Websites may link to other websites which are outside our control, and other websites outside our control may link to the Websites. Whilst we try to ensure that we link only to websites which share our privacy and security standards, once you have left a Website we cannot be responsible for the protection and privacy of any information which you provide on other websites. You should exercise caution and review the privacy statement applicable to the website in question.

## SOCIAL MEDIA

40. Reece uses social networking services and when you communicate with Reece, via social media, we may collect information about you as part of the communication.

## DIRECT MARKETING

41. We will use your personal information to offer you products and services we believe may be of interest to you with your consent.
42. Subject to the requirements of the *Spam Act 2003 (Cth)* and *Do Not Call Register Act 2006 (Cth)*, where you have consented to Reece directly marketing to you about our goods and services, you are entitled to withdraw that consent at any time.
43. When you receive electronic marketing communications from us, you may opt out of receiving further marketing communications by following the opt-out instructions provided in the communication. You may also contact our Privacy Officer using the contact details set out below to be removed from our direct marketing list.

## HOW WE SECURE YOUR PERSONAL INFORMATION

44. We hold hardcopy and electronic records of information in a secure manner to ensure that the information is protected from unauthorised access, modification or disclosure.
45. Our staff follow strict information handling procedures, and we only permit those staff whose tasks require use of your information to access it.
46. However, there are inherent risks in transmitting information across the Internet, including the risk that information sent to or from a website may be intercepted, corrupted or

modified by third parties. If you have security concerns, or wish to provide personal information by other means (e.g. by telephone or paper), you may contact us using the contact details set out at the bottom of this Privacy Policy.

47. We will retain your personal information, only for as long as the information is needed for the purposes set out in this Privacy Policy and for any additional period that may be required or permitted by law. We destroy or delete your personal information once it is no longer needed or required to be kept by law.

## **YOUR RIGHT OF ACCESS OR CORRECTION OF PERSONAL INFORMATION**

48. You may request access or correction of your personal information, credit information or credit eligibility information we hold about you at any time by sending us a written request.
49. In your request, please state how you would like to obtain access. For example, you may like to inspect our records at our premises, or you may prefer to be sent a photocopy or an electronic version of your information.
50. If your personal information, credit information or credit eligibility information is inaccurate, out-of-date, incomplete, irrelevant or misleading, you may request we correct the information and we will consider your request.
51. You are entitled to provide us with a statement of the correction to the information we hold and to request that we attach the statement to the information that we hold about you.
52. You do not need to provide a reason for your request. Once our Privacy Officer has verified your identity, your request will be forwarded to our information systems manager who will arrange for access to be provided to you in an appropriate manner within 14 days.
53. We may charge a small fee for providing access if it requires a significant amount of time to locate your information or to collate or present it in an appropriate form. Our Privacy Officer will follow up your request to ensure that the level of access which you have been provided is to your satisfaction.
54. Where permitted under applicable privacy laws, we may not be able to provide you with access to your information, for example, where it will have an unreasonable impact upon the privacy of others, where it relates to legal proceedings between us through which the information would not otherwise be available, where it would be prejudicial to negotiations we are holding with you, where we are required by law to withhold the information or where it would reveal information relating to our commercially sensitive decision making processes.
55. If we are unable to provide you with access, we will state why this is so and consider whether the use of an intermediary would be appropriate to provide you with an explanation of your information.

## **YOUR RIGHT TO LODGE A COMPLAINT**

56. If you are not satisfied with how we have handled your personal information or credit information or want to make a complaint you are entitled to lodge a complaint with the relevant privacy regulator:

- (a) Australian residents: complaints should be lodged with the OAIC. Information about how to lodge a complaint is available on the OAIC website at [www.oaic.gov.au](http://www.oaic.gov.au) or by running the OAIC information line during business hours.
  - (b) New Zealand residents: complaints should be lodged with the Office of the Privacy Commissioner (**OPC**) using their online complaint form available on the OPC's website at <https://www.privacy.org.nz>.
57. The OAIC and OPC usually require that a complainant seeks to resolve their complaint directly with us, unless it is inappropriate to do so.
  58. You may lodge a complaint with our Privacy Officer using the contact details set out below.
  59. This applies to complaints that arise both under Australian Privacy Laws and the New Zealand Privacy Laws.
  60. We will inform you of who will handle your complaint and you may contact our Privacy Officer to enquire about its stage of progress at any time. We will go to great lengths to ensure that your complaint is resolved to your satisfaction.

#### **WE MAY NEED TO CHANGE OUR PRIVACY POLICY FROM TIME TO TIME**

61. Due to changing business circumstances, we may need to change our Privacy Policy from time to time, if we do, we will endeavour to ensure that your overall level of privacy protection is not diminished and will publish the changes on our Websites. Any actions that we have taken before the change will continue to be regulated by the privacy policy that existing before the changes were made.

#### **FURTHER INFORMATION AND CONTACTING US**

62. If you:
  - (a) have any questions or would like further information about our Privacy Policy or practices;
  - (b) wish to make a complaint about the way we have collected, used, held or disclosed your personal information or credit information;
  - (c) would like to opt out of receiving information about Reece products or services, please contact our Privacy Officer in any of the following ways:
    - Email: [privacy.officer@reece.com.au](mailto:privacy.officer@reece.com.au)
    - Mailing address: Reece Group  
Private Bag 57 Balmain Street  
Victoria, Australia, 3121