

# PRIVACY POLICY

## 1. SCOPE

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- 1.1 The Policy applies to all employees of JLG. The Policy sets out how we treat the Privacy of parties with whom we interact. The Policy covers Johns Lyng Group Limited and all subsidiaries, associates and related bodies corporate from time-to-time as defined by the Corporations Act 2001.

## 2. DEFINITIONS

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- 2.1 APPs means the Australian Privacy Principles as amended from time to time.
- 2.2 **“Johns Lyng Group”** means:
- 2.2.1 Johns Lyng Group Ltd; and
  - 2.2.2 Any related body corporate (as that term is defined in the Corporations Act 2001 (Cth)); and
  - 2.2.3 Any other entity that relates to the employer or any other member of the Group by a common interest in an economic enterprise (for example, a Partner or another member of a joint venture).
- 2.3 Policy – This privacy policy and its related contents.
- 2.4 Privacy – Information and/or opinion including name, address, telephone, e-mail address, date of birth, gender status, marital state, driver’s information, financial history and property information about an identifiable individual.
- 2.5 Privacy Act – Privacy Act 1988 (Cth) as amended from time to time.
- 2.6 Privacy Officer - The Officer charged with developing and implementing policies designed to protect employee and customer data from unauthorized access.

## 3. PURPOSE

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- 3.1 The Policy explains the personal information handling practices at JLG. It describes how we collect, use, and disclose information about you or your use of our services. The Policy outlines:
- (i) How JLG use this information
  - (ii) With whom JLG may share this information
  - (iii) What types of security procedures are in place to protect against the loss, misuse or alteration of information under our control.
  - (iv) How any inaccuracies in the information we hold are corrected and amended.

## 4. PROCEDURE

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- 4.1 JLG may use personal information for the purposes of marketing, but only where such information complies with the provisions of the Privacy Act and the APPs. Information collected from you may include:
- (i) For the purpose identified in Section 4.4.



- (ii) To identify you and to conduct appropriate verification checks and other enquires.
- (iii) To help determine the best and most appropriate goods and services for you.
- (iv) To administer our products and services, including when dealing with insurers.
- (v) To otherwise respond to enquires received by you.
- (vi) To process, confirm, fulfil and update you about your enquires and to carry out our obligations arising from any contracts entered between you and us.
- (vii) To perform authorized transactions with you.
- (viii) To discuss claims handling and history with insurers.
- (ix) To communicate with you and provide you with information (whether by e-mail, post or other means), about our products or services, where you have requested or consented to receiving this from us, or where this provision is otherwise permitted under the Privacy Act and the APPs.
- (x) To notify you about changes to goods and services.
- (xi) To receive and address feedback or complaints from you.
- (xii) When evaluating job applicants and personnel, including their contact details, employment history and educational qualifications.
- (xiii) To protect our legal interests and fulfil our regulatory obligations (if and to the extent necessary).

4.2 All our customers and others with whom JLG interact have the option to opt out of receiving marketing communications from us. If you do not wish to receive electronic marketing communications from us and/or selected third parties, you may opt out by clicking on the 'unsubscribe' link in any e-mail communications that we send you.

4.3 JLG may collect personal information such as that defined in clause 4.4 about individuals. Information shall only be collected directly from the individual concerned unless it is impracticable or unreasonable to do so or in circumstances where you would reasonably expect us to do otherwise, including as outlined further in this document.

4.4 Personal information may be collected in the following circumstances, including:

- (i) During communications between individuals and our staff (including in person and over the telephone), through text messages you send us, through written forms through which you provide information and via the internet.
- (ii) When you telephone us or visit our website and make an enquiry to which a later response is requested and to do so requires your contact details.
- (iii) In communications with landlords, tenants, leasing agents and council officials.
- (iv) When you enter into a contract with us for goods or services.
- (v) When you pay for goods or services with methods other than cash.
- (vi) When you conduct credit checks through credit reporting bodies or various public domain databases.
- (vii) When JLG makes enquires through ASIC, Centrelink or the Titles Office.



- (viii) When liaising with insurers, for the purposes of considering, processing and administering claims.
- (ix) When you ask to be included on a marketing distribution list.
- (x) When evaluating job applicants and personnel, including their contact details, employment history and educational qualifications. This may include 'sensitive information' as defined in the Privacy Act. Further details about this Policy and practices for job applicants will be available at the time of application.

4.5 When we use or collect information in relation to your use of digital services - JLG may also use 'cookies' to collect data (typically not personal information) relating to your general internet usage. This data may include IP addresses, browser versions, number of visits and similar data relating to your navigation of the internet and our site. Cookies help us to improve our site and deliver a better and more tailored service, for instance by storing information about your preferences and allowing us to recognize you when you return to our site. You may adjust your internet browser to disable cookies. If cookies are disabled you may still use the website, but the website may be limited in the use of some of the features.

## 5. DISCLOSURE

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- 5.1 Information shall be disclosed for the purpose for which it has been collected and may only be disclosed to any of the Group companies. It may only be used for the purpose intended under the Policy. This may include insurers and other agreed third parties that assist in the continuity of services. Third parties may include:
- (i) Organizations who carry out credit, fraud and other security checks.
  - (ii) Subcontractors carrying out works for and on behalf JLG.
  - (iii) Third party software providers who store details of customer accounts for us or who provide other IT services.
- 5.2 We may also disclose your personal information to third parties outside of the Group of companies in the following instances:
- (i) Where we have express permission to do so.
  - (ii) Where it can reasonably be inferred from the circumstances that you consent to the disclosure to third parties.
  - (iii) If a Group company or substantially all its respective assets are acquired by a third party, in which case personal information which the company may hold about customers may be one of the transferred assets (subject to the same constraints on use and disclosure as under the Policy).
  - (iv) If the company is bound to disclose your personal information to comply with any legal obligation, or in order to apply our terms and conditions, or to protect the rights property or safety of our staff or customers.





- 5.3 **Security of personal information:** The company will take reasonable steps to protect your personal information, including internal and external security, restricting access to personal information to those who may need to know, maintain technological products to prevent unauthorized computer access and regularly reviewing our technology to maintain security.
- 5.4 **What does JLG do if there is a data breach?** In the event of a data breach, such as the unauthorized loss, use or disclosure of personal information, JLG will assess and respond in line with our applicable policies and procedures, which incorporate the requirements contained in the Privacy Act and the APPs. Pursuant to our obligations under the Privacy Act and the APPs, JLG will notify you where your personal information is involved in a notifiable data breach that is likely to result in serious harm. Such notification will also include making recommendations about the steps you should take in response to the breach. Where required by law, the Australian Privacy and Information Commissioner will also be notified of the data breach.
- 5.5 **In most instances, a Privacy Incident will be completed via the appropriate reporting channels (e.g. Privacy Report form on QIN Codesafe).** All Privacy Incidents must be sent to the Privacy Mailbox where appropriate escalation and action can be taken to remedy the event and take the required action.
- 5.6 **Questions and concerns, access to/correction or updating of your personal information?** You have the right to access the personal information the company may possess about you (with some exception) to find out the information held and/or correct it.

To obtain a copy of the personal information we hold about you, please write to us at:  
The Privacy Officer

**Daniel Venditti**

National Manager – HSE, Risk & Compliance

Johns Lyng Group

Email: [dvenditti@johnslyng.com.au](mailto:dvenditti@johnslyng.com.au)

Postal: Johns Lyng Group

1 Williamsons Road

DONCASTER VICTORIA 3108

Please provide sufficient details about the information in question to help us locate it. We will then use commercially reasonable efforts to promptly determine if there is a problem and take the necessary corrective action within a reasonable time.

If you are not satisfied with the outcome, then you may contact the Office of the Australian Privacy Commissioner:

Office of the Australian Information Commissioner

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Phone: 1300 363 992



5.7 JLG may modify, alter or otherwise update the Policy at any time. We will post revisions on our website and encourage you to review the Policy from time to time.

## **6. DISCLOSURE AND NON COMPLIANCE**

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6.1 Any breaches of this policy must be reported to the HR Director.

6.2 It is important to understand that any breach of this policy may result in disciplinary action up to and including termination of your employment.

## **7. ACKNOWLEDGEMENT**

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Your electronic sign off will be deemed as your acceptance that you have read, understood and agreed to the content of this Policy.