



## PML Privacy Policy

External / Internal Only		
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## 1. OVERVIEW

In this privacy policy, the expressions “**PML**”, “we”, “us” and “our” are a reference to Perth Markets Limited ACN 608 334 989, and its Related Bodies Corporate (as defined by s9 of the *Corporations Act 2001* (Cth)).

Perth Markets Limited (**PML**) is the owner and manager of the Perth Markets, a site comprised of industrial, commercial, retail and retail market precincts. Approximately 150 businesses are based at this site occupying tenancies on long-term leases (**Tenants**). Approximately 2,000 people and more access the Perth Markets on Business Days (Monday to Friday) and more than 4,000 people access the Retail Markets on each weekend.

PML regulates site operations so as to promote the safe, effective and efficient operation of the Perth Markets. In our dealings with Tenants and other Market users, PML collects information for a range of purposes including without limitation applications for tenancies, Access Cards and Licence Plate Recognition Technology for access to secured areas of this site and registration forms for forklift operation.

This Privacy Policy applies to Personal Information collected by us. We are bound by the *Privacy Act 1988* (Cth), which governs the way private sector organisations collect, use, keep secure and disclose Personal Information.

Words defined in the Perth Markets Regulations (which are referred to in this Privacy Policy but are not defined) are given the same meaning in this Privacy Policy. If there is any conflict or inconsistency between any definition and other provision in this Policy and in any other document, the definitions contained in this Policy prevails for the purposes of interpreting this Policy only.

This Privacy Policy informs people of:

- how and when PML collects Personal Information;
- how PML uses and discloses Personal Information;
- how PML keeps Personal Information secure, accurate and up-to-date;
- how you can access and correct your Personal Information; and
- how PML will facilitate or resolve a privacy complaint.

If you have any concerns or complaints about the manner in which your Personal Information has been collected, used or disclosed by us, we have put in place an effective mechanism and procedure for you to contact us so that we can attempt to resolve the issue or complaint.

In order to resolve a complaint, PML will:

- liaise with you to identify and define the nature and cause of the complaint;
- may request that you detail the nature of the complaint in writing;
- will keep you informed of the likely time within which we will respond to your complaint;
- will inform you of the legislative basis (if any) of our decision in resolving such complaint; and
- keep a record of the complaint and any action taken in the **Privacy Complaints Register**.

You may make a privacy complaint with PML through the following contact details:

- Email: [pml@perthmarket.com.au](mailto:pml@perthmarket.com.au)
- Fax: (08) 9456 9222
- Post: mail Point 1, Market City, 280 bannister Rd Canning Vale WA 6155
- Telephone: (08) 9456 9200

PML's or their Legal Representative will then attempt to resolve the issue.

Under the Privacy Act, information from you is categorised as either Personal Information, or, as a subset of Personal Information, known as Sensitive Information.

## **2. DEFINITION OF PERSONAL INFORMATION**

The *Privacy Act 1988 (Cth)* defines "Personal Information" to mean information or an opinion, whether true or not, and whether recorded in a material form or not, about you whose identity is reasonably identifiable, from the information or opinion.

## **3. DEFINITION OF SENSITIVE INFORMATION**

- 3.1 Sensitive information includes, but is not limited to, information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record or health information.
- 3.2 In general, PML attempts to limit the collection of Sensitive Information from you, but depending on the level and the type of activity that you intend to undertake at the Perth Markets, the uses you make of PML's services and other circumstances that may arise at the Perth Markets, including without limitation emergencies, incidents, security requirements and accidents, this may not always be possible. Accordingly, PML may collect Sensitive Information from you in order to carry out our services, maintain site security and safety and to undertake investigations relating to incidents at the Perth Markets. However, we do not collect Sensitive Information from you without your consent.
- 3.3 The type of Sensitive Information PML may collect from you or record about you is dependent on the services provided to you by PML and will be limited to the purpose(s) for which it is collected. We do not use Sensitive Information to send you Direct Marketing Communications (as defined in paragraph 7 below) without obtaining express consent from you.
- 3.4 Consent to collection of certain types of Sensitive Information.
  - a PML may collect certain types of Sensitive Information where you have consented and agreed to the collection of this information.

- b Generally speaking, PML will obtain this type of consent from you at (or around) the time in which we collect information, for example, when PML receives an application form from you. However, the main type of Sensitive Information that PML may collect (if any) will typically relate to the criminal record of an individual but only to the extent that you volunteer such information or if it is necessary for, or incidental to, the purposes of collection set out in paragraph 4.

#### **4. COLLECTION OF PERSONAL INFORMATION**

4.1 PML will only collect Personal Information that is necessary to facilitate us providing our services to you, together with the management and regulation of the Perth Markets. The Personal Information that is collected by PML is held within our own data storage devices or with a third party provider of data storage. The type of information PML may collect from you depends ultimately upon the purpose of the collection. The general purposes of the information we collect is described in paragraph 5 below.

4.2 The type of information PML may collect from you includes (but is not limited to) the following:

- a contact information including your first and last name, e-mail address, current postal address, delivery address (if different to postal address) and phone numbers;
- b details relating to your employment and employer (where applicable) and / or your previous employment and employer, which may include, but not be limited to, obtaining your tax file number and superannuation details;
- c your date of birth and proof of the date of birth (including, but not limited to, a birth certificate and photographic identification such as driver's licence or passport);
- d emergency contact details;
- e any photographs or video footage taken at any of PML's premises, which may include you;
- f if applicable, the result of any assessment that you may have undertaken online or at PML's premises as part of a compulsory PML site induction;
- g if applicable, details pertaining to your financial position, including any bank account details, personal assets, investments and liabilities;
- h if applicable, details, including but not limited to financial information relating to any properties you may own or have leased or subleased;
- i if applicable, details, including but not limited to financial details, relating to any companies you may be associated or involved with;
- j if applicable, details regarding your licence to operate a forklift at the Perth Markets, including but not limited to any high risk work licence you are required to hold to operate high risk equipment, any high risk induction course and refresher course that you may be required to attend;

- k if applicable, details relating to any licenses, registrations or insurances that you are required to hold in relation to undertaking any alterations, additions, fit-outs or installations at PML, whether for or on behalf of PML or any Tenant or Subtenant at PML's premises;
- l if applicable, details of your Materials Handling Account;
- m if applicable, details of any applicable insurance policy as required under contractual agreements with PML or PML's Policies;
- n if applicable, confirmation as to whether a PML Access Card has previously been granted, suspended or confiscated from you;
- o if applicable, details relating to the shareholding and transfer(s) of shareholding that is necessary for the efficient trading, management and administration of PML;
- p if applicable, your opinions, statements and endorsements collected personally or by way of surveys and questionnaires, including but not limited to your views on the products and services offered by PML; and
- q where you request products or services from PML including without limitation any Tenancy Agreement, LPG supply or parking agreement, or PML is purchasing goods or services from you, then any relevant payment or billing information (including but not limited to bank account details, direct debit, credit card details, billing address, repayment information and invoice details).

- 4.3 As much as possible or unless otherwise provided under this Privacy Policy, PML will collect your information directly from you. Where PML collect details about you from someone else, PML will, whenever reasonably possible, make you aware of this and the reasons for it.
- 4.4 When you engage in certain activities, such as entering a contest or promotion, filling out a survey or sending PML feedback, PML may ask you to provide certain information. It is completely optional for you to engage in these activities and provide the information.
- 4.5 Depending upon the reason for requiring the information, some of the information PML requests of you may be identified as mandatory or voluntary. If you do not provide the mandatory data or any other information PML requires to facilitate its services to you, PML may be unable to effectively provide its services to you.
- 4.6 Where you access and use PML's website, PML may utilise "cookies" which enables PML to monitor traffic patterns and to serve you more efficiently on revisiting PML's website. A cookie does not identify you personally but may identify your internet service provider or computer. You may set your browser to notify you when you receive a cookie which will provide you with an opportunity to either accept or reject it in each instance. PML will not facilitate the merging of personally-identifiable information with non-personally identifiable information collected through any cookies, tracking / web pixels or Google advertising products or features, unless it has robust notice of and the relevant party's consent to that merger.

- 4.7 PML may gather your IP address as part of PML's business activities and to assist with any operational difficulties or support issues with PML's services. This information does not identify you personally
- 4.8 Unsolicited personal information is information received by an APP entity where the entity has taken no active steps to collect the information. If PML receives unsolicited information, PML will need to determine whether it could have collected the information under Australian Privacy Principle 3 (which governs the collection of solicited personal information). Where PML could not have collected the information under Australian Privacy Principle 3, PML will destroy or de-identify the information as soon as practicable, so long as it is lawful and reasonable to do so.

## **5. HOW WE MAY USE AND DISCLOSE YOUR PERSONAL INFORMATION**

- 5.1 PML will only use or disclose your Personal Information in accordance with the primary purposes for which it was collected or for the uses and disclosures consented to below.
- 5.2 You consent to PML using and disclosing your Personal Information to facilitate a purpose in connection with:
- a if required, the verification of your identity;
  - b the verification of your date of birth, if applicable;
  - c the provision of PML's services to you, which include but are not limited to:
    - i the administration and management of PML's services, including charging, billing, credit card authorisation and verification, checks for financial standing, credit-worthiness (including but not limited to undertaking an assessment for credit loss and obtaining credit references, if applicable), fraud and collecting debts; and
    - ii to offer you updates, or other content or products and services that may be of interest to you;
  - d to facilitate the administration and management of PML, including but not limited to:
    - i the use of your Personal Information collected in accordance with paragraph 3.1 in the administration and management of PML;
    - ii the trading, management and administration of shareholdings held by shareholders in PML;
  - e creating, implementing and utilising PML's disaster management plan and PML's emergency SMS system;
  - f providing you with medical treatment in the event of a medical emergency, or to provide you with medical treatment as requested by you from time to time;
  - g if applicable, the processing of any application, and the renewal of any application, to

carry out Authorised Buyer activities at the Perth Markets;

- h PML's Training records, including but not limited to the retention of any of your assessment results consequential to the completion of a compulsory site induction;
- i PML's Tenant records;
- j the processing of any application you have lodged with PML for the leasing, assignment, subleasing or renewal of a Tenancy Agreement for a Tenancy at the Perth Markets, which shall include but not be limited to obtaining details, or the confirmation of those details:
  - i pertaining to your financial position, including any direct debit bank account details, personal assets and liabilities;
  - ii relating to any properties you may own or have leased or subleased;
  - iii relating to any company you may own or have owned, be associated or involved with or have a previous association or involvement, including but not limited to financial details and checks on any former bankruptcy or association with any company that has entered into administration, receivership, liquidation or has been wound up;
  - iv relating to reference checks from third parties, which shall include but not be limited to financial credit checks and other checks as referred to in paragraph 4.2ci), personal references, the average amounts spent with those parties from whom the references are obtained and whether, as an applicant, you complied with their credit terms;
- k if required, the verification of your employment with any Tenant or Subtenant at the Perth Markets;
- l if applicable, the processing of any applications for any alterations, additions, fit-outs or installations at the Perth Markets, whether for or on behalf of PML or any Tenant or Subtenant at PML's premises, whether made by you or a third party;
- m if applicable, the processing of your application:
  - i for an LPG account with PML;
  - ii for an Access Card to the Perth Markets;
  - iii for parking at the Perth Markets, and providing access and parking controls;
  - iv to operate a forklift at the Perth Markets, including confirmation of an induction program and refresher courses that an individual operating high risk equipment is required to attend;
- n coordinating, managing and maintaining good order and security at the Perth Markets, which shall include but not be limited to protecting the rights and safety of other parties



at the Perth Markets;

- o investigating and reporting information to third parties regarding any accidents or incidents that may have occurred at the Perth Markets;
- p the improvement of PML's services (including any initiative of PML to contact you about those improvements and asking you to participate in surveys about PML's services); the maintenance and development of PML's services, business systems and infrastructure;
- q marketing and promotional activities undertaken by PML and its related bodies (including by direct mail, telemarketing, email, SMS and MMS messages) such as PML's Market Bulletins, and newsletters, including but not limited to PML's newsletters;
- r to provide customer service functions, including handling customer enquiries and complaints;
- s PML's compliance with applicable laws;
- t the sale, and matters in connection with a potential sale, of PML's business or company to a third party; and
- u any other matters reasonably necessary for PML to continue to provide its products and services to you.

5.3 PML may also use or disclose your Personal Information and in doing so PML is not required to seek your additional consent:

- a when it is disclosed or used for a purpose related to the primary purposes of collection detailed above and you would reasonably expect your Personal Information to be used or disclosed for such a purpose;
- b if PML reasonably believes that the use or disclosure is necessary to lessen or prevent a serious or imminent threat to an individual's (including your own) life, health or safety or to lessen or prevent a threat to public health or safety;
- c if PML has reason to suspect that unlawful activity has been, or is being, engaged in; or
- d if it is required or authorised by law.

5.4 In the event PML proposes to use or disclose such Personal Information other than for reasons in 4.1, 4.1, and 4.3 above, PML will first seek your consent prior to such disclosure or use.

5.5 If you have received communications from PML and you no longer wish to receive those communications, you should contact PML via the details set out at the beginning of this Policy and PML will ensure that the relevant communications cease. Any other use or disclosure PML makes of your Personal Information will only be as required by law or as permitted by the Privacy Act 1988 (Cth) or by this Privacy Policy or otherwise with consent obtained from you.

## **6. THE TYPES OF ORGANISATIONS TO WHICH PML MAY DISCLOSE PERSONAL INFORMATION**

- 6.1 PML may disclose your Personal Information to organisations outside of PML. Examples of organisations and/or parties that your Personal Information may be provided to include:
- a offshore service providers (if any);
  - b related entities and subsidiaries of PML;
  - c The Western Australian Chamber of Fruit and Vegetable Industries Co-Operative Limited (Reg No. 146274124) trading as Market West;
  - d third parties, such as individuals or business affiliated with the fruit and vegetable industry, including but not limited to suppliers or buyers of produce;
  - e PML's Service Providers (or Service Providers engaged by you) and agents, including but not limited to those providing medical services or dispensing emergency treatment, or other companies who assist us in providing our products and services to you;
  - f financial consultants, accountants, lawyers and advisers, insurers, and representatives including executors, administrators, guardians, trustees, and attorneys;
  - g any person where we are required to do so by law.
- 6.2 Your Personal Information is disclosed to these organisations and/or parties only in relation to the goods or services we provide to you or for a purpose permitted by this Privacy Policy. PML takes such steps as are reasonable to ensure that these organisations and/or parties are aware of the provisions of this Privacy Policy in relation to your Personal Information.
- 6.3 PML has also taken reasonable steps, and will continue to take reasonable steps that any domestic third parties it has dealings with comply with the Privacy Act and the Australian Privacy Principles when collecting, holding or using personal information provided to them by PML.

## **7. PHOTOGRAPHS AND CLOSED CIRCUIT TELEVISION**

- 7.1 As indicated above in clause 3.2e), PML may take photographs of you or otherwise record your image while you are within the Perth Markets, and PML may use these for marketing and advertising purposes. Unless you otherwise advise us, you expressly agree and consent to the use of any photographs or recorded images which may include you, for the aforementioned purposes, without compensation.
- 7.2 As part of our security system at PML, we use closed circuit televisions (CCTV) at certain locations. Use of CCTV is integral to our security system. The CCTV images are stored for 60 days and may be viewed and used by PML in the event of any incident, accident or security requirement.

## **8. DIRECT MARKETING**

- 8.1 You expressly consent to PML using your Personal Information, including any email address you give to PML, to provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services, and events) (**Direct Marketing Communications**) which we consider may be of interest to you.
- 8.2 Without limiting clause 7.1, if it is within your reasonable expectations that we send you Direct Marketing Communications given the transaction, communication or dealings you have had with us, then we may also use your Personal Information for the purpose of sending you Direct Marketing Communications which we consider may be of interest to you.
- 8.3 If at any time you do not wish to receive any further Direct Marketing Communications from us, you may ask us not to send you any further information about products and services and not to disclose your information to other organisations for that purpose. You may do this at any time by using the “unsubscribe” facility included in the email or by contacting us via the details set out at the beginning of this Privacy Policy.

## **9. SOCIAL MEDIA**

- 9.1 When you browse and make use of PML’s social media pages (such as Facebook, Twitter and YouTube), you are using an external site and are therefore subject to the privacy policies and practices of that site. If you have any questions or concerns regarding that site’s privacy policies and practices, you should review the privacy policy of the relevant site. PML does not endorse, and is not accountable for, any views expressed by third parties using that site.
- 9.2 PML records all information posted to its social media pages and uses that information for the purposes of administering the pages, for record keeping, for considering and / or addressing any comments made and for running competitions and campaigns. No attempt will be made to further identify social media subscribers except where requested and authorised by law.
- 9.3 The social networking services may also handle your personal information for its own purposes. These services have their own privacy policies. You can access the privacy policies for Twitter, Facebook and YouTube (a Google company) on their websites.

## **10. CROSS BORDER DISCLOSURE**

- 10.1 Any Personal Information provided to PML may be transferred to, and stored at, a destination outside Australia including but not limited to the USA, where we may utilise overseas data and website hosting facilities, cloud based computing services and data storage systems, or where we have entered into contractual arrangements with third party service providers to assist PML with providing our goods and services to you.
- 10.2 By submitting your Personal Information to PML, you expressly agree and consent to the disclosure, transfer and storage of your Personal Information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always

have the same privacy protection obligations as Australia in relation to Personal Information. However, PML will take steps to ensure that your information is used by third parties securely and in accordance with the terms of this Privacy Policy.

- 10.3 The Privacy Act (Cth) 1988 requires PML to take such steps as are reasonable in the circumstances to ensure that any recipients of your Personal Information outside of Australia do not breach the privacy principles contained within the Privacy Act (Cth) 1988. By providing your consent, under the Privacy Act 1988 (Cth), PML is not required to take such steps as may be reasonable in the circumstances. However, despite this, PML acknowledges the importance of protecting Personal Information and has taken reasonable steps to ensure that your information is used by third parties securely and in accordance with the terms of this Privacy Policy. As a result, PML will take reasonable steps not disclose personal information to entities without a privacy policy meeting or exceeding the standard of stringency contained in this Privacy Policy.
- 10.4 If you do not agree to the transfer of your Personal Information outside Australia, please contact us via the details set out at the beginning of this Policy.

## **11. DATA QUALITY AND SECURITY**

11.1 PML has taken steps to help ensure your Personal Information is safe. You will appreciate; however, that PML cannot guarantee the security of all transmissions or Personal Information, especially where the Internet is involved.

11.2 Notwithstanding the above, PML will take reasonable steps to:-

- a make sure that the Personal Information we collect, use or disclose is accurate, complete and up to date;
- b protect your Personal Information from misuse, loss, unauthorised access, modification or disclosure both physically and through computer security methods; and
- c destroy or permanently de-identify Personal Information if it is no longer needed for its purpose of collection.

11.3 However, the accuracy of Personal Information depends largely on the information you provide to us, so PML recommends that you:

- a let us know if there are any errors in your Personal Information; and
- b keep us up-to-date with changes to your Personal Information (such as your name or address or status with your employer).

## **12. ACCESS TO AND CORRECTION OF YOUR PERSONAL INFORMATION**

12.1 You are entitled to have access to any Personal Information relating to you which PML holds, except in some exceptional circumstances provided by law. You are also entitled to edit and correct such information if the information is inaccurate, out of date, incomplete, irrelevant or misleading.

12.2 If you would like to access or correct any records of Personal Information PML holds about you, you are able to access and update that information (subject to the above) by contacting us via the details set out at the beginning of this Policy.

### **13. NOTIFIABLE DATA BREACHES**

13.1 We are committed to protecting information we hold about you, and to compliance with the Notifiable Data Breaches scheme.

13.2 Where we become aware of a potential data breach which is likely to result in serious harm to any individuals about whom we hold information, we will:

- a investigate the suspected breach and determine scope of any breach that has occurred and the risk of harm to affected individuals whose information may have been compromised;
- b notify you and the Privacy Commissioner of the potential breach; and
- c take steps to minimise any harm caused to affected individuals as a result of the breach.

### **14. CONSENT**

14.1 By using our website or by accepting the terms of one of our terms and conditions which refer to this Privacy Policy, you are agreeing to the terms of this Privacy Policy.

14.2 We reserve the right to modify our Privacy Policy as our business needs require. We will notify you of such changes (whether by direct communication or by posting a notice on our website), after which, your continued use of our products, services or website or your continued dealings with us shall be deemed to be your agreement to the modified terms. If you do not agree to PML's continued use of your Personal Information due to the changes in PML's Privacy Policy, please contact PML via the details set out at the beginning of this document.