



**HEALTH EDUCATION
SERVICES AUSTRALIA**

Privacy Policy and Deed of Confidentiality

April 2025

Version: 1

Date: 15 April 2025

Document Number: Gov004

Privacy Policy

1. PURPOSE

This policy outlines the commitment of Health Education and Services Australia Limited (HESA) to ensure that information it holds relating to individuals or organisations will be managed according to national standards of privacy.

2. SCOPE

This policy applies to HESA directors, committee members, staff, external contractors, and business partners. It encompasses all HESA's activities, business partners, clients (individuals and organisations) and members.

3. POLICY STATEMENT

HESA is committed to managing information relating to individuals or organisations according to the Australian *Privacy Act 1988* and the thirteen Australian Privacy Principles (see appendix).

It will ensure the confidentiality of personal information it holds on directors, committee members, staff, business partners, clients, potential clients, and members. The privacy will be protected in the collection, storage, access, and disposal of such personal information.

HESA will take all reasonable steps to protect personal information against loss, unauthorised access, use, modification or disclosure, and other misuse.

4. KEY DEFINITIONS

KEY TERM	DEFINITION
Staff	Includes paid employees with ongoing fulltime or part-time positions, contractors, casual workers, consultants, volunteers, directors, and committee members.
Clients	Includes individuals and organisations.
Members	Means member organisations.
Personal information	A broad range of information, or an opinion, which could identify an individual and: <ul style="list-style-type: none">varies, depending on whether a person can be identified or is reasonably identifiable in the circumstances, such as (but not limited to) an individual's name, signature, address, phone number or date of birth, credit information, bank account details, remuneration, employee record information, photographs.does not include information about an individual that is contained within publicly available documents, or information about a person who has been deceased for more than 30 years.
Confidential corporate or organisational information	Includes client contact details, corporate intellectual property, corporate strategy (where this is not on the public record), confidential financial information and other client confidential information which HESA acquires during the course of its work.
Client	Includes past, present, and potential clients; also includes individuals and organisations which HESA has engaged through the course of its business

5. POLICY DETAILS

Confidentiality

All staff who have access to personal information held by HESA in the course of their duties are required to keep this information confidential, except with the exceptions listed below. They shall not use or reveal personal or external corporate information or documents gained through their association with HESA other than to undertake their duties to the company.

Collecting personal information

In the course of its operations, HESA will need to collect personal information on individuals, including directors, committee members, staff, clients, and other external parties.

In collecting personal information, HESA will:

- only collect personal information legitimately required to meet its business needs or as required by law.
- only collect sensitive information as required by law or with the individual's consent.
- directly solicit personal information from the individual concerned as far as practicable.
- inform an individual of the purpose for which the personal information is being collected.

Collecting external corporate information

HESA may collect confidential corporate or organisational information from clients or members. In doing so, it will:

- only collect information legitimately required to undertake its work or as required by law, or
- only collect confidential information with the client, partner, or member's consent.

Information storage and records

HESA will securely store personal and external corporate information.

All files containing personal and external corporate information will be retained in secure electronic files.

In storing information, HESA will ensure as far as practicable that the information it holds is up to date and complete.

Access to information

HESA will not release private or confidential information to a third party without the consent of the person or organisation concerned, except where:

- the release is required or authorised by law.
- the individual or organisation was informed of the possible release at the time the information was collected.
- there are reasonable grounds to believe that the information will prevent or reduce a serious threat to the life or health of an individual or individuals.

Access to personal information is restricted to:

- the director, committee member, staff member or client accessing their own file, including to rectify records.
- executive management, in the course of the duties.

Access to some information on files may be restricted if the document names or identifies another person of interest, such as a person filing a complaint or grievance, or notes containing the names of other persons or information that may cause harm to the organisation or others.

HESA will ensure that private and confidential information is not used for a purpose other than that for which it was collected.

Disposal of information

Where personal records have been identified for disposal, they will be subject to confidential disposal such as shredding, disposal in a confidential bin, and secure wiping of electronic records.

6. RELATED DOCUMENTS, LEGISLATION, AND STANDARDS

External
<i>Privacy Act 1988</i>
Australian Privacy Principles
Internal
Board Governance Charter
Code of Conduct
Deed of Confidentiality

7. POLICY MANAGEMENT

Document Number	Gov004
Category	Governance
Audience	HESA directors, committee members and staff
Version	New
Last Revised	NA
Next Review	April 2028

Cleared by	HESA Board	Date: 15 April 2025
Responsible Officer	Company Secretary	
Author	Company Secretary	Date: 15 April 2025
Approved by	HESA Board	Date: 15 April 2025

APPENDIX I

Australian Privacy Principles

PRINCIPLE	TITLE	PURPOSE
APP 1	Open and transparent management of personal information	Ensures that APP entities manage personal information in an open and transparent way. This includes having a clearly expressed and up to date APP privacy policy .
APP 2	Anonymity and pseudonymity	Requires APP entities to give individuals the option of not identifying themselves, or of using a pseudonym. Limited exceptions apply.
APP 3	Collection of solicited personal information	Outlines when an APP entity can collect personal information that is solicited. It applies higher standards to the collection of sensitive information .
APP 4	Dealing with unsolicited personal information	Outlines how APP entities must deal with unsolicited personal information.
APP 5	Notification of the collection of personal information	Outlines when and in what circumstances an APP entity that collects personal information must tell an individual about certain matters.
APP 6	Use or disclosure of personal information	Outlines the circumstances in which an APP entity may use or disclose personal information that it holds.
APP 7	Direct marketing	An organisation may only use or disclose personal information for direct marketing purposes if certain conditions are met.
APP 8	Cross-border disclosure of personal information	Outlines the steps an APP entity must take to protect personal information before it is disclosed overseas.
APP 9	Adoption, use or disclosure of government related identifiers	Outlines the limited circumstances when an organisation may adopt a government related identifier of an individual as its own identifier, or use or disclose a government related identifier of an individual.
APP 10	Quality of personal information	An APP entity must take reasonable steps to ensure the personal information it collects is accurate, up to date and complete. An entity must also take reasonable steps to ensure the personal information it uses or discloses is accurate, up to date, complete and relevant, having regard to the purpose of the use or disclosure.
APP 11	Security of personal information	An APP entity must take reasonable steps to protect personal information it holds from misuse, interference and loss, and from unauthorised access, modification or disclosure. An entity has obligations to destroy or de-identify personal information in certain circumstances.
APP 12	Access to personal information	Outlines an APP entity's obligations when an individual requests to be given access to personal information held about them by the entity. This includes a requirement to provide access unless a specific exception applies.
APP 13	Correction of personal information	Outlines an APP entity's obligations in relation to correcting the personal information it holds about individuals.

APPENDIX II

Deed of Confidentiality

This Deed Poll is made on [insert date] by:

[Insert name of Confidant] ('the Confidant') in favour of Health Education and Services Australia Limited (ABN 85 682 377 822) (HESA).

RECITALS

A The Confidant may become aware of or have access to Confidential Information belonging to HESA in the course of performing activities or services under the terms of the agreement or commercial arrangement between HESA and the Confidant or the Confidant's organisation (Agreement).

B The Confidant agrees to take all necessary steps to ensure that the Confidential Information is kept confidential, and is only used for the Permitted Purposes.

AGREED TERMS

1. DEFINITIONS

1.1. In the interpretation of this Deed, unless the contrary intention appears:

"Confidential Information" means:

- a. any information that is identified at Schedule 1 to this Deed; and
- b. any other information:
 - i. that is commercially sensitive (not generally known or ascertainable);
 - ii. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and
 - iii. that was provided with an express or implied understanding that it would remain confidential;

but does not include information which:

- c. is or becomes public knowledge other than by breach of this Deed;
- d. is in the possession of the party without restriction in relation to disclosure before the date of receipt; or
- e. has been independently developed or acquired by the receiving party.

"Documents" means:

- a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and
- b. any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device.

"Permitted Purposes" means:

- a. the purposes described in Schedule 1 to this Deed; and
- b. any other purpose that may be approved in writing by HESA from time to time.

"Personnel" means:

- a. Any officer, employee or contractor of the Confidant, where the Confidant is an Organisation

2. INTERPRETATION

2.1. In this Deed, unless the contrary intention appears:

- a. headings are for the purpose of convenient reference only and do not form part of this Deed;
- b. the singular includes the plural and vice versa; and
- c. the word "includes" in any form is not a word of limitation.

3. CONFIDENTIALITY UNDERTAKINGS

3.1. The Confidant:

- a. acknowledges and agrees that this Deed is for the benefit of HESA and is directly enforceable by HESA, even though it is not party to this Deed;
- b. must ensure that the Confidential Information is kept confidential and secure from any person not authorised to receive the Confidential Information;
- c. must only use the Confidential Information for the Permitted Purposes;
- d. in addition to clause 3.1(b), if the Confidant is an organisation, it may only disclose Confidential Information within its own organisation to its Personnel who:
 - i. have a need to know and access the Confidential Information in order for the Confidant to carry out the Permitted Purposes;
 - ii. have been notified by the Confidant that the information must be protected as confidential information; and
 - iii. are subject to a confidentiality obligation to keep the Confidential Information confidential (for example, under an employment contract or other engagement contract);
- a. in addition to clause 3.1(b), if the Confidant is an individual, the Confidant must not disclose Confidential Information within the Confidant's organisation except to the extent necessary for the Permitted Purposes; and

- b. must promptly notify HESA of any unauthorised possession, disclosure or use of the Confidential Information contrary to this Deed, and take all steps necessary to prevent the recurrence of such possession, disclosure or use.

- 3.2. The restrictions imposed by this Deed Poll in relation to Confidential Information will not apply to the disclosure by the Confidant or its Personnel of any Confidential Information to the extent it is required to be disclosed by law or court order

4. RETURN OF CONFIDENTIAL INFORMATION

- 4.1. Without limiting the Confidant's obligations at law, the Confidant must deliver to HESA, or destroy or erase, as required by HESA, all Documents and any other material (including electronically stored or otherwise) in its possession, power or control which contain or relate to the Confidential Information on the earlier of:
 - a. the date specified in a notice given by HESA (acting reasonably); and
 - b. the time the Documents and any other material are no longer required for the Permitted Purposes.
- 4.2. The Confidant may retain, and will not be required to return or destroy, any documents containing or relating to Confidential Information, where such documents are:
 - a. retained in order to comply with any legal, professional or insurance obligations; or
 - b. stored in electronic backups or records that are produced in the normal course of business where it is not reasonably practicable to destroy such backups or records
- 4.3. If HESA gives a notice under this clause 4, and the Confidant is aware that Documents containing the Confidential Information are beyond its possession or control, then the Confidant must provide full particulars of the whereabouts of the Documents containing the Confidential Information, and the identity of the person in whose custody or control they lie.
- 4.4. The Confidant shall ensure that its Personnel and each person to whom it (or its Personnel) has disclosed any Confidential Information comply with the requirements of this clause 4 as if personally bound by it.
- 4.5. Return or destruction of any Confidential Information does not release the Confidant from its obligations under this Deed.

5. CONSEQUENCES OF BREACH

- 5.1. Without limiting HESA's rights under this Deed or otherwise at law, the Confidant agrees that if it fails to comply with its obligations under this Deed, HESA may, in its discretion, require the Confidant to take such further steps as HESA reasonably considers necessary to seek to avoid, or minimise, the impacts on HESA of the Confidant's breach of this Deed.

6. INJUNCTIVE RELIEF

- 6.1. The Confidant acknowledges that damages may not be a sufficient remedy for HESA for any breach of this Deed and that HESA is entitled to injunctive relief (as appropriate) as a remedy for any breach

or threatened breach by the Confidant, in addition to any other remedies available at law or in equity.

7. WAIVER

- 7.1. Failure by HESA to enforce a provision of this Deed will not be construed as in any way affecting the enforceability of that provision or this Deed as a whole.

8. REMEDIES CUMULATIVE

- 8.1. The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law, in equity or any other such right or remedy.

9. OTHER INSTRUMENTS

- 9.1. Subject to the other covenants of this Deed, the rights and obligations of HESA and the Confidant pursuant to this Deed are in addition to and not in derogation of any other right or obligation between HESA and the Confidant under any other deed or agreement to which they are parties.

10. VARIATIONS AND AMENDMENTS

- 10.1. No term or provision of this Deed will be amended or varied unless such amendment or variation is agreed by HESA in writing.

11. SURVIVAL

- 11.1. This Deed survives the termination or expiry of the Agreement.

12. APPLICABLE LAW

- 12.1. The laws of the Australian Capital Territory apply to this Deed. The courts of that State or Territory will have non-exclusive jurisdiction to decide any matter arising out of this Deed.

SIGNED AS A DEED POLL

OPTION 1 (Select if Confidant is an organisation)

SIGNED for and on behalf of **[insert organisation name and ABN]** by its authorised representative:

Signature of authorised representative

Signature of witness

Full name (print)

Full name (print)

Date: _____

Date: _____

OPTION 2 (Select if Confidant is an individual)

Signed, sealed and delivered by:

In the presence of:

Signature of Confidant

Signature of Witness

Full name of Confidant (print)

Full name of Witness (print)

Date: _____

Date: _____

SCHEDULE 1

1. CONFIDENTIAL INFORMATION

All information provided by HESA, or otherwise received or accessed by the Confidant, in the course of performing activities or services under the Agreement.

2. PERMITTED PURPOSES

Performing the activities or services as set out in the Agreement.