

Credit Reporting Policy and Statement of Notifiable Matters

Silver Chef Rentals Pty and its related companies (referred to in this document as **we, us or our**) recognise that your privacy is very important and we are committed to protecting the personal information we collect from you. The Privacy Act 1988 (Cth) (**Privacy Act**), Australian Privacy Principles and registered privacy codes govern how we must manage your personal information.

The Credit Reporting Policy applies to all customers and guarantors.

This Credit Reporting Policy sets out how we collect, use, disclose and otherwise manage credit-related information.

Our separate Privacy Policy sets out how we collect, use, disclose and otherwise manage other types of personal information.

Both this Credit Reporting Policy and the Privacy Policy are available at www.silverchef.com.au, or on request by contacting us as set out below.

Collection

Kinds of information collected

If you apply for credit facilities to support a rental contract, we may collect and hold various information related to your assets and financial position, including income details, expense details, asset values and taxation information.

We also collect and use all types of 'credit information', 'credit eligibility information' and 'CP derived information' (as those terms are defined in the Privacy Act).

Credit information is the information we may collect and give to a credit reporting body such as Equifax Pty Ltd (Equifax). This information includes:

- a) identity details;
- b) the fact that you have applied for credit and the amount;
- c) the fact that we are a credit provider to you;
- d) repayment history information;
- e) in specified circumstances, default information (including payment information if you pay a defaulted amount previously listed with a credit reporting body);
- f) advice that payments are no longer overdue and the date on which overdue payments were made;

g) in specified circumstances, our opinion that you have committed a serious credit infringement and the fact that credit provided to you has been paid or otherwise discharged (including the date of discharge).

Credit eligibility information is the information credit reporting bodies (like Equifax) provide to us.

CP-derived information means any personal information that is derived from information provided to us by a credit reporting body. This could be, for instance, a credit score.

In this policy, we refer to 'credit-related information' to capture some or all information referred to above (as the context requires).

Method of Collection

We will collect your consumer and commercial credit-related information if you apply for credit from us or our related entities. We will collect this information directly from you in most cases, for instance through telephone calls, through our application forms and processes or via email. We may also collect it from persons acting on your behalf (for instance, dealers, brokers, or financial advisors) or from our related entities.

We also collect your consumer and commercial credit-related information from credit reporting bodies (such as Equifax) or from other credit providers where permitted by the Privacy Act.

Purposes of collection, use and disclosure

We collect and use your consumer and commercial credit-related information to assess your application for commercial credit (or assess your application to be a guarantor in relation to such credit), for securitisation-related purposes, for our internal management purposes that are directly related to the management of commercial credit, including collecting overdue payments, where we reasonably believe that you have committed a serious credit infringement, and where otherwise required or permitted by law.

We may disclose credit-related information about you to:

- a) our related entities, or a person who manages credit, to process an application or manage credit or for related internal management purposes that are directly related to the provision or management of commercial credit;
- b) other persons where we believe on reasonable grounds that you have committed a serious credit infringement;
- c) external dispute resolution providers;
- d) third parties for securitisation purposes;
- e) third parties for the purposes of considering whether to accept an assignment of debt, or to take an interest in the credit provider;

- f) other credit providers where you have consented and where permitted by law;
- g) guarantors or proposed guarantors, where you have consented and where permitted by law;
- h) mortgage insurers;
- i) debt remediation providers (including call centre providers) and debt collectors; and
- j) other persons where required or authorised by law.

We may disclose your credit information to Equifax or other credit reporting bodies as set out in this Credit Reporting Policy from time to time. Details of how to obtain a copy of Equifax's credit reporting policy are set out in the Notifiable Matters section below.

Overseas Disclosures

We do not presently store credit-related information overseas, but we may disclose credit-related information to credit reporting bodies and other parties overseas. Those parties are located in the USA and South East Asia (including Malaysia). We will take reasonable steps to ensure that the recipient does not breach the APPs. Reasonable steps may include contractual arrangements; assessment of the security measures of the overseas recipient; or an appropriate indemnity to ensure the APP entity is protected.

Access and Correction

You may access the credit information we hold about you, by making a written request. We will respond to your request within a reasonable period. In relation to credit eligibility information specifically, we will provide access within 30 days unless unusual circumstances apply.

Except where prohibited by the Privacy Act and Credit Reporting Privacy Code, we may charge you a reasonable fee for providing access to your personal information (but not for making a request for access or for correcting the information).

We may decline a request for access in circumstances prescribed by the Privacy Act, and if we do, we will provide you with a written notice that sets out the reasons for the refusal (unless it would be unreasonable to provide those reasons) and notify you that you may make a complaint to the Information Commissioner.

To ensure you have access to the most up-to-date information, you should also request access to credit reporting information held by credit reporting bodies.

Correction

You can ask us to correct your credit-related information. If we are satisfied that your information is inaccurate, out of date, incomplete, irrelevant or misleading, we will take reasonable steps to update your information within 30 days (or such longer period you agree to in writing) and will provide written notice of that correction to you within 5 business days.

If we form the view that we will not be able to resolve your correction request within the 30-day time period, we will write to you seeking an extension of time.

Security of your credit information

We will take all reasonable steps to ensure that all credit information we collect, use or disclose is stored in a secure environment accessed only by authorised persons.

We will take reasonable steps to destroy or de-identify credit information when it is no longer required for the purposes for which we collected it or for legal requirements.

We will properly dispose of all paper files, letters and any other hard copy documents that contain credit information that is no longer required. All information stored in electronic form that is no longer needed will be deleted from our systems. While SilverChef employs advanced data encryption technology when interfacing with its customers, suppliers and other partners, users should be aware that there is a residual risk in transmitting any data electronically. This risk is inherent in all Internet dealings.

Issues and Complaints

If you have an issue in relation to your Contract with us, please contact us on 1800 119 687 and speak to one of our team members. If we are unable to satisfactorily address your issue, then please contact the Customer Resolution Officer as follows:

Contact: The Customer Resolution Officer

Postal address: PO Box 1760 Milton BC QLD 4064

Email address: privacy@silverchef.com.au

Telephone: 1800 119 687

Facsimile: 07 3335 3399

Within 7 days of contacting the Customer Resolution Officer we will acknowledge the complaint in writing. We may request the complaint be made in writing. We will then investigate the complaint and consult with third parties we consider it necessary to consult with. We will endeavor to fully investigate your complaint and provide you our decision within 30 days from the date of your complaint. Where we are unable to provide a decision regarding your complaint within 30 days we will communicate this to you along with the reason for the delay and the new timeframe for resolving the complaint.

If you are not satisfied with the outcome you may request an independent review by an Executive of SilverChef.

Statement of Notifiable Matters under the Credit Reporting Privacy Code

Under the Credit Reporting Privacy Code, there are several 'notifiable matters' that we are required to disclose to you at or before the time of collecting personal information that is likely to be disclosed to a credit reporting body. Those matters are:

- a) the credit reporting body may include the credit information we provide to it in reports, which it then provides to other credit providers to assist those other credit providers to assess your credit worthiness;
- b) if you commit a serious credit infringement, we may disclose this to a credit reporting body;
- c) you can request a copy of this Credit Reporting Policy by contacting us, or obtain it directly from our website;
- d) you can request a copy of Equifax's credit reporting policy from its website www.equifax.com.au/privacy or by contacting them directly on 188 332 or visiting their website www.equifax.com.au;
- e) you have the right to access credit information we hold about you, request that we correct the information, and make a complaint, as set out in this Credit Reporting Policy;
- f) you can request a credit reporting body not to use your credit reporting information for the purposes of pre-screening of direct marketing by us; and
- g) you can request a credit reporting body not to use or disclose your credit reporting information if you believe on reasonable grounds that you have been, or are likely to be, the victim of fraud.

You can ask us to provide you a hard copy of this policy (including the Statement of Notifiable Matters).