

BRISBANE CATHOLIC EDUCATION

CREDIT REPORTING STATEMENT

1. Purpose

Brisbane Catholic Education schools may charge school fees on a deferred basis, with payment for each term due 7 days after the term has commenced. As a supplier of services on credit, Brisbane Catholic Education and its schools (**BCE**) may be deemed a 'credit provider' for the purposes of the *Privacy Act 1988* (Cth) (**Privacy Act**). To the extent that BCE is a 'credit provider' under Part IIIA of the Privacy Act, BCE is required to have, and make available, a policy detailing how BCE will deal with Credit Information (**Credit Reporting Statement**).

This Credit Reporting Statement establishes how BCE collects, uses, discloses, and otherwise manages Credit Information. This Statement should be read in conjunction with BCE's Information Collection Notice and Privacy Statement, as updated from time to time.

2. Meaning of terms used in this Statement

credit means a contract, arrangement or understanding under which either payment of a debt owed by one person to another is deferred for at least seven (7) days, or where a person incurs a debt to another person and defers the payment of the debt for at least seven (7) days.

Credit Information is personal information (as defined in the Privacy Act) that is, or may include:

- identification information;
- repayment history information;
- financial hardship information;
- the type of credit, and the amount of credit, sought by an individual to BCE as a credit provider; and
- default information or agreed payment arrangements entered into regarding a default.

3. Kinds of Credit Information that BCE collects and holds

BCE may collect and hold Credit Information about students, parents and/or guardians, or any person who makes payment on behalf of the student (**Payer**). This information may include, but is not limited to:

- identity or contact details including name, address(es), telephone number(s), and date of birth;
- details of the Payer's credit or repayment history with BCE;
- details regarding outstanding debts including the amount and length of outstanding debts; and
- details of any arrangements entered into between BCE and the Payer, such as a payment plan, and which may include details of financial hardship relating to the Payer.

4. How BCE collects and holds Credit Information

BCE may have already collected Credit Information about a Payer in the form of personal information, for example, name, address, and date of birth and BCE may collect additional Credit Information as required to facilitate each payment of school fees.

Generally, BCE collects, holds and secures Credit Information in the same ways as described in its Privacy Statement. Please refer to the Privacy Statement for details on BCE's collection and use of personal information.

5. Purposes for which BCE collects, holds, uses, and discloses Credit Information

BCE may collect Credit Information for various purposes including:

- internal administration and accounting purposes;
- to make decisions on overdue payments (such as allowing a flexible payment plan); and
- to manage and recover debts and meet legal obligations.

BCE may disclose Credit Information about a Payer to:

- debt collection agencies where a Payer is in default of a payment;
- other BCE schools, including a new School to which a student transfers, to facilitate the transfer of the student;
- other parties where required or authorised by law, authorised by the Payer or individual to which the information relates, or for other purposes contemplated in this Statement or in the Privacy Statement.

BCE is bound by Part IIIA of the Privacy Act which places certain restrictions on when Credit Information may be disclosed.

6. Disclosure of Credit Information to overseas entities

BCE does not disclose or store Credit Information overseas, with the exception of Credit Information held by BCE's cloud services provider which may host data on servers located overseas.

7. Access and Correction

Under the Privacy Act, a Payer is entitled to access their Credit Information held by BCE, and to have such information amended if necessary and appropriate.

A Payer may access their Credit Information held by BCE by making a written request. BCE will respond to this request within a reasonable period and will only deny such a request in limited circumstances, for example if:

- disclosure would be unlawful;
- denying access is required or authorised by or under an Australian law or a court/tribunal order; or
- access would be likely to prejudice enforcement investigations.

BCE may require proof of identity prior to granting access to the Credit Information and may charge a reasonable fee to provide access.

A Payer is also entitled to correct or update any Credit Information that BCE holds by making a request to the school's Principal by email, post or telephone. BCE will action requests for correction within a reasonable period and notify the Payer of the outcome. If BCE decides to refuse the request, BCE will provide the Payer with written notice explaining the reasons for refusal (unless, given the grounds for refusal, it would be unreasonable to provide reasons) and how to complain. No fees are charged for correction of Credit Information.

8. How to Make a Complaint

A Payer may make a complaint about the way BCE manages, holds, or discloses their Credit Information by completing the [email form](#). BCE will acknowledge the complaint within seven (7)

days of receipt of notice and respond to the complaint within thirty (30) days. No fee will be charged for the handling of any complaints.

If a Payer is not satisfied with BCE's response to the complaint, the Payer may take the complaint to the Office of the Australian Information Commissioner (**OAIC**). The OAIC can be contacted via the OAIC website, www.oaic.gov.au.

A Payer should exhaust all available avenues for resolution with BCE before approaching the OAIC with any complaints.