

BEYOND HOME AUSTRALIA
BOOKING TERMS AND CONDITIONS

These terms and conditions relate to the Beyond Home platform (**Platform**) and apply regardless of how you access the Platform.

The Platform:

- is operated by Beyond Home Australia Pty Ltd ACN 657 210 814 ATF Beyond Home Family Trust ABN 20 130 799 297 or its successors and assignees (**we, our or us**);
- provides short term accommodation at 12A Dawayne Street, Burwood East VIC 3151 (**Premises**) to assist individuals (**you, your or Guest**) with the aim of capacity building to develop living skills for these individuals independent of their family home (**Purpose**); and
- is available at: <http://beyondhomeaustralia.com.au> and may be available through other addresses or channels, including mobile application.

By accessing and our using the Platform and website you agree to these terms and our Privacy Policy.

Scope of the Platform

- (a) The Platform connects Guests with us who wish to arrange a short term stay at the Premises.
- (ii) A Guest with a requirement for accommodation services:
 - (i) creates a free account on the Platform; and
 - (ii) makes a request for a booking which is sent to us through the Platform (**Booking Request**).
- (iii) Where we decide to agree to provide accommodation services to a Guest following a Booking Request, we shall accept the Booking Request and create a booking (**Booking**). On accepting the Booking Request, a contract is formed between you and us (**Contract**).
- (iv) You acknowledge that the Platform is hosted by a third party application, being PrenoHQ as at the date of this agreement, and in agreeing to these Terms you also agree to be bound by any terms required by the third party site or any other third party hosting website we use from time to time.
- (v) We put you on notice that the Accommodation is upstairs accommodation and is not suitable for those in wheelchairs or those who are physically impaired.

Acceptance

- (a) By accessing and/or using our Platform, or downloading any mobile application, you:
 - (i) warrant to us that you have reviewed these terms and conditions, including our Privacy Policy (available on the Platform) (**Terms**);
 - (ii) warrant to us that you have the legal capacity to enter into a legally binding agreement with us; and
 - (iii) agree to use the Platform in accordance with these Terms. You must not use the Platform unless you are at least 18 years old. If you are below 18, Bookings may only be made through your parent or legal guardian.
- (b) These Terms supplement and incorporate our policies and terms and conditions posted on the Platform.

Our Obligations

- (a) We will ensure the accommodation being provided and any other services agreed to be provided are done so in a professional way, exercising due care and skill.
- (b) Our accommodation will include basic facilities including laundry and kitchen. Basic food items such as coffee and tea are supplied, however it is the Guest's responsibility to otherwise provide their own meals. Where pre-arranged we may supply food items for cooking, however this will be clearly noted in your booking and pre-arranged with you.

Guest Obligations and Support Hub

- (a) You must perform your obligations under this Contract in accordance with this Agreement and any other terms or conditions agreed with us during the creation of the Contract.
- (b) You acknowledge that between 11am – 3pm each day, the premises becomes a hub where support workers are available to meet with individuals and a functional living program (or other various programs we may run) are offered. While it is not compulsory for Guests to join the hub or the programs, we encourage all Guests to take part.
- (c) If we are also providing you with allied health services, you agree that you must sign any other agreement we require in order for this to occur and you note that additional costs for such allied health services apply.
- (d) You agree to the following "house rules":
 - that you must leave the premises in a clean, tidy and hygienic condition;
 - if your room within the accommodation is left in an unclean state including vomit or bodily wastes, at your time of check out we may charge a \$100 cleaning fee plus any professional floor cleaning charges.
 - We may charge you for lost or stolen keys;
 - There is a zero tolerance party policy and you are expected to be respectful of all other guests.
 - Smoking is not permitted.
 - Damage, breakages and theft are your responsibility during your stay.

Privacy

- (a) We collect personal information about you in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) We may disclose that information to third parties who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, third party payment processors and our business partners) or as required by law. If you do not provide this information we may not be able to provide you with access to our Platform. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- (c) Our Privacy Policy contains further information about how we store and use your personal information and can be found below and additionally on the Preno booking platform.
- (d) By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

Registration and Profiles

- (a) You can browse and view the Platform as an unregistered user of the Platform. You must register on the Platform and create an account (**Account**) to access some features on the Platform.

- (b) You may only have 1 x Account as a Guest on the Platform.
- (c) You must provide basic information when registering for an Account including name and email address. There may also be a requirement to provide further and more detailed information for an individual profile to inform capacity building progress to satisfy the Purpose of the program and such information may also be shared with allied health professionals and/ or your NDIS manager.
- (i) Once you have registered an Account, your account information will be used to create a profile that you can curate (**Profile**). Your Profile is personal and you must not transfer it to others, except with our written permission.
- (j) You must provide accurate, current and complete information during the registration process and you must update such information to keep it accurate, current and complete.
- (k) You are responsible for keeping your Account and Profile details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, whether or not you authorised such activities or actions.
- (l) You will immediately notify us of any unauthorised use of your Account.
- (m) At our sole discretion, we may refuse to allow any person to register or create an Account.
- (n) At our sole discretion as an Account holder we may send you emails, including marketing and promotional emails.

Ratings and Reviews

- (a) Guests may rate a completed Booking (**Rating**) and/or may provide us feedback regarding their stay at the Premises (**Review**).
- (b) Ratings and Reviews can be viewed by any user and will remain viewable until the relevant Account is removed from the Platform or terminated.
- (c) Guests may only write a Review if the Guest has stayed at the Premises (**Service Experience**). All Reviews must provide true, fair and accurate information in their Reviews.
- (d) If we consider that the Review is untrue, unfair, inaccurate, offensive or inappropriate, we reserve the right to deal with the Review under our internal review process, which may include deleting or removing the Review at our discretion. We do not undertake to review each Review made on the Platform.
- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (f) You may only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (g) Your Service Experience must have occurred within the last 12 months. This means within 12 months from the date on which you write the Review.

Fees and Payments

- (a) It is free to register an Account on the Platform.
- (b) Any payments will be made through our third party payment processor or by any other payment method set out on the Platform. In so far as it is relevant to the provision of the Account on the Platform, the terms of the third party payment processor are incorporated into these Terms and Conditions.
- (c) A Guest's credit/debit card will be pre-authorised up to the amount of the relevant fees set out on the

Platform (**Fees**). The fees will be paid to us directly from our third party payment processor upon a completed Booking.

- (d) When you make a Booking Request, we, or our third party payment processor may (i) obtain a pre-authorisation via the payment method you select or (ii) charge or authorise your payment method to be charged a nominal amount, not exceeding one dollar (\$1).
- (e) If your Booking Request is unsuccessful, any pre-authorisation of your payment method will be released (if applicable). The timing for the pre-authorisation to be released will vary based on our third party payment processor.
- (f) We may change the fee and payment terms applying to the Platform at our sole discretion and any change is immediately effective upon us publishing the change on the Platform and will apply to any use of the Platform following the change.

Suitability of your booking

We reserve the right to cancel your Booking at our absolute discretion if it does not meet the Purpose. In this regard, you acknowledge and agree that the Premises may not be suitable to every individual and it will depend on whether the Purpose of your stay at the Premises is compatible with the capacity building activities, program and facilities available at the Premises and if it compatible with your capacity building goals.

Refund and Cancellation Policy

Subject to the COVID-19 clause, this clause applies in relation to cancellations and refunds:

- (a) If the Booking Request is cancelled by a Guest:
 - (i) prior to 7 days before the Booking start date, then the Guest will be issued a full refund, noting we can charge a reasonable cancellation fee in these circumstances, including but not limited to a booking fee;
 - (ii) within 7 days before the Booking start date, then the Guest will forfeit the amount paid, unless we agree to re-schedule the Booking at our sole discretion.
- (b) If a Booking Request is cancelled by us, the Guest will receive a full refund, noting the preceding paragraph with respect to suitability of your booking.
- (c) If a Booking Request or Contract is frustrated or cancelled due to a force majeure or circumstances outside of the control of either party, we will work with you to re-schedule to a mutually convenient time.

COVID-19

Due to the ongoing COVID-19 pandemic, this clause applies notwithstanding any other clause in these Terms.

Guests acknowledge that in making your Booking and using our accommodation:

- you do so at your own risk;
- we cannot guarantee that you will not become infected with the COVID-19 virus; and
- you understand that your risk of becoming exposed and/ or infected by the COVID-19 virus may result from the actions, omissions or negligence of yourself and others.

Cancellations

If your Booking needs to be cancelled, amended or postponed due to COVID-19 restrictions, a full refund will be issued less a reasonable booking fee.

It is your responsibility to ascertain whether your Booking can still go ahead at the set time.

Any refund issued to you under this clause will be your sole remedy for a postponement, amendment or cancellation of your Booking and we will have no further liability to you in respect of any cancellation or postponement of your Booking.

Waiver

You agree to release and hold us harmless from any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to you and/or property that may arise in any way in connection with any exposure and/ or infection of the COVID-19 virus at a Booking and at the Premises.

You understand that this release discharges us from any liability or claim that you may have against us with respect to any injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, a Booking.

Licence to use our Platform

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

Prohibited Conduct

You must not do, or attempt to do, anything that is unlawful; anything prohibited by any laws which apply to our Platform or which apply to you or your use of our Platform; anything which we would consider inappropriate; or anything which might bring us or our Platform into disrepute, including (without limitation):

- (a) failing to comply with government laws and regulations;
- (b) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (c) using our Platform to defame, harass, threaten, menace or offend any person;
- (d) interfering with any user using our Platform;
- (e) tampering with or modifying our Platform, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Platform, including (without limitation) using Trojan horses, viruses or piracy or programming routines that may damage or interfere with our Platform;
- (f) anything that might violate any local, state, national or other law or regulation or any order of a court, including, without limitation, zoning and tax regulations;
- (g) failing to comply with any rules we may set during your Booking, including any house rules or codes of conduct; or
- (h) facilitating or assisting a third party to do any of the above acts.

Exclusion of competitors

You are prohibited from using our Platform, including the information and materials available on it (**Content**), in any way that competes with our business. If you breach this term, we will hold you responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) we suffer, and hold you accountable for any profits that you may make from non-permitted use.

Information

The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty regarding it, to the extent permitted by law. The Content is subject to change without notice. We do not undertake to keep our Platform up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Platform and all of the Content. Your use of our Platform and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Platform or the Content.

Subject to any permitted sharing of Content on social media (to which we must be credited as the source), you must not, without the prior written consent of ourselves or the owner of the Content (as applicable):

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Platform, including (without limitation) by:
 - (1) altering or modifying any of the Content;
 - (2) causing any of the Content to be framed or embedded in another website; or
 - (3) creating derivative works from the Content.

User Content

You may be permitted to post, upload, publish, submit or transmit relevant information and content, including Ratings and Reviews (**User Content**) on our Platform. By making available any User Content on or through our Platform, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, licence, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of our Platform and/ or through our social media channels.

You agree that you are solely responsible for all User Content that you make available on or through our Platform. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

Third party sites: Our Platform may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve and are not responsible for the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance: We may, at any time and without notice to you, discontinue our Platform, in whole or in part. We may also exclude any person from using our Platform, at any time at our sole discretion. We are

not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Consumer Guarantees

- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.

Warranties, disclaimers and indemnity

To the extent permitted by law, we make no representations or warranties about our Platform or the Content including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (c) access will be uninterrupted, error-free and free from viruses; or
- (d) our Platform will be secure.

You read, use, and act on our Platform and the Content at your own risk.

Limitation of liability: You agree to stay at the Premises at your own risk. Despite anything to the contrary, to the maximum extent permitted by law:

- (a) Our maximum aggregate Liability arising from or in connection with these Terms (including the services we provide and/or the subject matter of these Terms) will be limited to, and must not exceed the aggregate amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to the Liability.
- (b) To the maximum extent permitted by law, we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise, and any indirect or consequential damage or loss for any defect or malfunction in goods which occurs during the Booking.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you release and discharge us from all Liability, arising from or in connection with any:
 - (1) loss of, or damage to, any property, or any injury or loss to any person;
 - (2) failure or delay in providing the Platform or our services; or
 - (3) breach of these Terms or any law,where caused or contributed to by any:
 - (4) event or circumstance beyond our reasonable control;
 - (5) a fault, defect, error or omission in your computing environment; or
 - (6) act or omission of you or your related parties,
 - (7) and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the products.

- (d) You acknowledge and agree that (i) you use the Platform or our services at your own risk, (ii) the provision of the Platform or our services may be contingent on, or impacted by, third parties, suppliers or other subcontractors (**Third Party Inputs**), and despite anything to the contrary, the maximum extent permitted by law, we will not be responsible and will have no Liability for any default or breach of these Terms or any law if such default or breach was caused or contributed to by any Third Party Inputs.
- (e) You agree that, to the maximum extent permitted by law, these Terms exclude all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms.
- (f) **Indemnity:** To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered by us arising from or in connection with your use of our Platform or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.
- (g) This clause will survive the termination or expiry of these Terms.

Termination

- (a) You may cancel your Account and terminate these Terms at any time via the “Cancel Account” feature (or similar) on our Platform. If you cancel your Account, no refunds will be made upon cancellation if there is an outstanding Booking which is less than 7 days ahead of the time at which you cancel your account.
- (c) At our sole discretion, we may suspend your Account or terminate these Terms immediately if you are in material breach of these Terms, any applicable laws, regulations or third party rights.
- (d) If we suspend your Account or terminate these Terms, we will cancel any existing Bookings and you will lose any amounts paid.

Disputes

In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation. We will not be part of any Dispute or any litigation arising from a Dispute and will retain any service fees paid previously with respect to a disputed matter.

General

Variation: We may modify these Terms from time to time by posting the amended Terms on the Platform. By continuing to use the Platform after such modification or 30 days after notification (whichever date is earlier), you agree to the amended terms. If you do not agree to the modifications, you must terminate your Account and stop using the Platform. We suggest you check our website regularly to ensure you are aware of the current terms. We do not undertake to keep our website up to date and we are not liable if any content is inaccurate or out of date.

Assignment: You may not assign, transfer or delegate your rights and obligations under the Terms without our prior written consent. We may without restriction assign, transfer or delegate our rights and obligations under these Terms with 30 days prior notice.

Severance: The provisions of these Terms are severable and if any provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Jurisdiction: The laws of Victoria govern your use of our Platform and these Terms. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

The Platform and our website may be accessed throughout Australia and overseas. We make no representation that our Platform complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Platform from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access the Platform and our website.

For any questions and notices, please contact us at:

Beyond Home Australia Pty Ltd ACN 657 210 814 ATF Beyond Home Family Trust ABN 20 130 799 297

Email: bookings@beyondhomeaustralia.com.au

Last update: 18 January 2023

Privacy Policy

1.0 PURPOSE AND SCOPE

To ensure that management of personal information for clients meets all relevant legislative and regulatory requirements.

This policy and procedure applies to current and potential clients, their carers and family members.

2.0 RISK

Because people with disabilities are more vulnerable to exploitation and abuse than others in the community, workers with access to client information automatically occupy risk-assessed roles under the NDIS Commission.

The primary risk to privacy and confidentiality arises from the collection, storage and sharing of client information. Access by non-authorised persons may expose clients to risk. Safe storage and access policy protects clients from abuse and exploitation. This policy addresses these issues.

There is a risk that information will be shared inadvertently and without the intention to do harm. Information may be unintentionally disclosed by careless use of tablet- or phone-based software, shared with a client's supporters against the clients wishes, or disclosed to peers on the assumption that the information is publicly known. Cultural assumptions around sharing information are diverse and change rapidly. Social media platforms may allow clients to be identified. This risk may be minimised by:

- raising staff awareness of privacy and confidentiality
- ensuring consent is obtained before gathering data (including audio and photographic data)
- ensuring that consent is specific to the use of data, and that consent is current
- encouraging clients to provide feedback and complaints about the use of their information.

These issues are addressed in this policy.

3.0 DEFINITIONS

Personal information – Recorded information (including images) or opinion, whether true or not, from which the identity (including those up to thirty years deceased) could be reasonably ascertained.

Sensitive information – Information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political party, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preference or practices, or criminal record. This is also considered to be personal information.

Health information – Any information or an opinion about the physical, mental or psychological health or ability (at any time) of an individual.

Information Privacy – refers to the control of the collection, use, disclosure and disposal of information and the individual's right to control how their personal information is handled.

4.0 POLICY

Beyond Home Australia is committed to the transparent management of personal and health information about its clients and staff.

This commitment includes protecting the privacy of personal information, in accordance with the Australian Privacy Principles (APPs) set out in the *Privacy Act 1988 (Cwlth)* amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cwlth)* and in accordance with the *Privacy Policy*, Department of Human Services, endorsed June 2002 (amended August 2005) (Vic), the *Health Records Act 2001 (Vic)*, the *Information Privacy Act (2000) (Vic)*, and the *Freedom of Information Act 1982 (Cwlth)*.

Beyond Home Australia's *Privacy and Confidentiality Policy and Procedure* is made publicly available.

5.0 PROCEDURE

Personal information

- Personal information may include:
- name,
- date of birth,
- gender,
- current and previous addresses,
- residency status,

- telephone numbers and e-mail addresses,
 - bank account details,
 - tax file number,
 - driver's licence number,
 - Centrelink information,
 - photographs,
 - race or ethnicity, and
 - medical history or information provided by a health service.
-
- In collecting personal information, Beyond Home Australia will inform the client:
 - that information is being collected;
 - the purposes for collection;
 - who will have access to the information;
 - the right to seek access to, and/or correct, the information; and
 - the right to make complaint or appeal decisions about the handling of their information.
 - Client information is used to:
 - assess and provide services;
 - administer and manage those services;
 - evaluate and improve those services;
 - contribute to research;
 - contact family, carers, or other third parties if required; and
 - meet our obligations under the NDIS.

Client Consent

- Clients are to be provided with the *Client Consent Form* at the time of commencing service with Beyond Home Australia. This form is to be
- signed and placed in the clients file;
- held securely with access limited to staff members in the performance of their role.

Updating Client Information

- To ensure that client information is accurate, complete, current, relevant and not misleading, Beyond Home Australia checks personal details and updates client files accordingly:
- whenever reviewing a client's service; and / or
- upon being informed of changes or inaccuracies by clients or other stakeholders
- There will be no charge for any correction of personal information.
- Where Beyond Home Australia has previously disclosed client personal information to other parties, should the client request us to notify these parties of any change to their details, we must take reasonable steps to do so.

Collection and Storage of Personal Information.

- Beyond Home Australia collects information:
- directly from clients orally or in writing;
- from third parties, such as medical practitioners, government agencies, client representatives, carer/s, and other health service providers;
- from client referrals; and
- from publicly available sources of information.

Beyond Home Australia will collect sensitive information:

- only with client consent, unless an exemption applies: e.g. the collection is required by law, court/tribunal order or is necessary to prevent or lessen a serious and imminent threat to life or health;
- fairly, lawfully, and non-intrusively;
- directly from client, if doing so is reasonable and practicable;
- only where deemed necessary to support:
 - service delivery to clients;
 - staff activities and functions; and
 - giving the client the option of interacting anonymously, if lawful and practicable.
- Beyond Home Australia takes all reasonable steps to protect personal information against loss, interference, misuse, unauthorised access, modification, or disclosure. Beyond Home Australia will destroy, or permanently de-identify personal information that is

- no longer needed;
- unsolicited and could not have been obtained directly; or
- not required to be retained by, or under, an Australian law or a court/tribunal order.
- Beyond Home Australia has appropriate security measures in place to protect stored electronic and hard-copy materials. Beyond Home Australia has an archiving process for client files which ensures files are securely and confidentially stored and destroyed in due course. Measures which are taken by Beyond Home Australia include:
 - 2 step verification for all programs used for the purpose of client information
 - Locked filing cabinet for all hard copy information kept by Beyond Home Australia
 - Secure office with key fobs and key lock
 - All sensitive hard copy material is to be kept in the office unless approved by Director

Should a breach in privacy occur, potentially exposing client information (e.g. computer system hacked, laptop stolen etc.) the Director will immediately act to rectify the breach in accordance with organisational policy and processes and will notify the client and caregivers of this breach.

Disclosing information

- Beyond Home Australia respects the right to privacy and confidentiality, and will not disclose personal information except:
 - where disclosure would protect the client and / or others;
 - where necessary for best service practice; or
 - where obligated by law.
- For these purposes, Beyond Home Australia may disclose client's personal information to other people, organisations or service providers, including:
 - medical and allied health service providers who assist with the services we provide to clients;
 - a 'person responsible' if the client is unable to give or communicate consent e.g. next of kin, primary carer, or guardian;
 - the clients authorised representative/s e.g. legal adviser;
 - our professional advisers, e.g. lawyers, accountants, auditors;
 - government and regulatory authorities, e.g. Centrelink, government departments, and the Australian Taxation Office;
 - organisations undertaking research where information is relevant to public health or

public safety; and

- when required or authorised by law.
- Any information released for evaluation or research purposes will be de-identified.
- Note that that consent is not required to share information to promote the safety and wellbeing of a child for organisations that fall under Victoria's Child Information Sharing Scheme.

Accessing personal information

- Clients can request and be granted access to their personal information, subject to exceptions allowed by law.
- Requests to access personal information must state:
 - the information to be accessed
 - the preferred means of accessing the information,
- and should be forwarded to the Director either verbally, or in writing to:
12A Dawayne Street, Burwood East Victoria 3151
- The Director will assess the request to access information, taking into consideration current issues that may exist with the client, and whether these issues relate to any lawful exceptions to granting access to personal information.
- Should the Director decide that access to personal information will be denied, they must, within 30 days of receipt of the request, inform the client in writing of:
 - the reasons for denying access and
 - the mechanisms available to complain or appeal.
- Should access be granted, the Director will contact the client within 30 days of receipt of the request to arrange access to their personal information.
- Should Beyond Home Australia be unable to provide the information in the means requested, the Director will discuss with the client alternative means of accessing their personal information.
- Reasonable charges and fees, incurred by Beyond Home Australia in providing the data as requested, may be passed on to the client.

Complaints

- Questions or concerns about Beyond Home Australias privacy practices should be

brought, in the first instance, to the Directors attention.

- Clients may directly email the Director at admin@beyondhomeaustralia.com.au
- When investigating the complaint, Beyond Home Australia may, where necessary, contact the client making the complaint to obtain more information.
- The client will be advised either in writing, or in a face to face meeting, of the outcomes and actions arising from the investigation.
- If concerns cannot be resolved and clients wish to formally complain about how their personal information is managed, or if they believe Beyond Home Australia has breached an APP and/or IPP, they may send their concerns in writing to:
 - Office of the Victorian Information Commissioner
Email: privacy@cpdp.vic.gov.au
Phone: 1300 666 444

or through the online form available at

<https://www.cdpd.vic.gov.au/menu-privacy/privacy-public/privacy-public-make-complaint>

Breaches of Privacy

- Beyond Home Australia are required to disclose a data breach to the Office of Australian Information Commissioner if the data contains personal information that is likely to result in “serious harm”, which includes any of the following: physical, psychological, financial or reputational harm. Personal information is information about an identified individual, or an individual who is reasonably identifiable.
- Any staff who identify a potential breach must immediately inform their line manager, who must report to the Director for further action.

Updated 2nd November 2022