

Please send to Flinders Ports via email [fpsecurity@fphgroup.com.au](mailto:fpsecurity@fphgroup.com.au)

- Completed application form
- Copy of the applicant's MSIC (or evidence of applying eg receipt)
- A photo of the applicant (headshot).

**A Flinders Ports Access Card will only be issued to those people who hold a Maritime Security Identification Card – MSIC or provide evidence of applying for an MSIC (eg receipt).**

The induction details will be emailed to the email address on the application form.

A fee of \$100 is payable per card. Payment can only be made by EFT. An invoice will be emailed once the access card has been created.

*EFT Details* | Account Name: FP Account | BSB: 035-031 | SWIFT Code: WPACAU2S | Account Number: 264017  
Westpac Banking Corporation, West Lakes Mall, Shop 309, Level 1/111 W Lakes Blvd, West Lakes SA 5021  
Please send your remittance to [debtors@flindersports.com.au](mailto:debtors@flindersports.com.au)

**1. APPLICANT'S INFORMATION (To be completed by Applicant)**

Surname ..... First Name ..... Date of Birth .....

Company Name .....

Phone (work) ..... Mobile .....

Email Address .....

Work Postal Address .....

.....

Maritime Security Identification Card (MSIC No): ..... MSIC Expiry Date: .....

**2. Areas to be accessed (please tick)**

<b>Pt Adelaide Outer Harbor</b> Berths 1 & 2 <input type="checkbox"/> Berth 3 vehicle <input type="checkbox"/> Berth 8 <input type="checkbox"/> Osborne <input type="checkbox"/>  <b>Container Terminal</b> Container Receipt & Delivery Only <input type="checkbox"/>  <b>Flinders Warehousing &amp; Distribution</b> Coghlan Road Warehouse <input type="checkbox"/> Lot 5 Pelican Point Road <input type="checkbox"/>	<b>Pt Adelaide Inner Harbour</b> 18 – 20 Berths <input type="checkbox"/> 27 Berth <input type="checkbox"/> 29 Berth <input type="checkbox"/>  <b>Pt Adelaide Bulk Precinct</b> <input type="checkbox"/> (Berth 29)  <b>Pt Adelaide Fuel Berths</b> <input type="checkbox"/>	<b>Regional Ports</b> Wallaroo <input type="checkbox"/> Port Pirie <input type="checkbox"/> Port Lincoln <input type="checkbox"/> Thevenard <input type="checkbox"/> Port Giles <input type="checkbox"/>
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**3. Reason for Access (please tick)**

Port User   
 Flinders Ports Contractor

**4. Card Collection (please tick)**

Collect from Flinders Ports Port Adelaide Office   
 Post to address on application form

**I have read and agree with the Port Access Requirements and have read the Privacy Policy each provided to me by Flinders Ports and understand that a fee of \$100 is payable upon receiving my access card and that a charge of \$100 is payable if I require a replacement card.**

Signature of Applicant ..... Dated ...../...../.....

**5. EMPLOYMENT VERIFICATION (To be completed by Manager / Supervisor)**

I ..... (Name) of ..... (Company) confirm that the above listed applicant and employer details are correct and request that a security access card be issued to the applicant. I undertake to notify Flinders Ports of any changes to the above particulars and to recover and return the access card prior to the applicant leaving our employ or upon transfer to a position which does not require retention of the card.

Signature of Manager / Supervisor ..... Date .....

Contact Number: .....

1. **Purpose of document**  
To define the obligations and responsibility of Port Users for use of and access to the Facilities.
2. **Agreement to use Facilities**
  - 2.1 The Port User acknowledges that:
    - (a) the Facilities will not always be available for its use,
    - (b) its rights to use the Facilities are non-exclusive. The Port User will from time to time be required to use the Facilities in common with other persons authorised by Flinders Ports. In doing so the Port User will use its best endeavours to avoid any undue interference with or impediment to the business or activities of those other persons.
3. **Undertakings by the Port User**  
The Port User agrees with Flinders Ports:
  - (a) To comply with all requirements of the Port Security Plans as approved by Department of Transport and Regional Services and the direction of the Port Security Officer;
  - (b) not to use the Facilities for any purpose other than that intended by Flinders Ports, and/or as directed by Flinders Ports representatives;
  - (c) to comply with any reasonable direction of Flinders Ports in connection with the use of the Facilities;
  - (d) to take all steps necessary to prevent the outbreak of fire, pollution and any other hazards likely to cause loss or damage on or from the Facilities during the Access Period;
  - (e) not to make alterations or additions to the Facilities (including without limitation the installation of plant or equipment, or the erection of advertisements, signs or notices) without the prior written approval of Flinders Ports;
  - (f) to comply with all documentary requirements and operating procedures as required from time to time by Flinders Ports;
  - (g) to comply with all on site signage and displayed notices, including safety notices, and site sign-in notices;
  - (h) to comply with all relevant codes or conduct or policies issued by Flinders Ports to employees in the event the Port User is an employee; and
  - (i) to ensure that any cargo which is loaded, unloaded or stored at the Facilities is appropriately stored and handled.
4. **Approved Access Period - berth areas and other areas**  
The Port User will have an Approved Period of 12 months from the date of the approval of the Access Application, unless otherwise stated.
5. **No representations and warranties**  
Subject to any statutory guarantees or warranties which cannot be excluded by contract, the Port User acknowledges that Flinders Ports has made no representations nor given any warranties as to the suitability of the Facilities for the purpose for which the Port User wishes to use the Facilities and that it is the responsibility of the Port User to assess the suitability of the Facilities.
6. **Obligation as to Cargo**
  - 6.1 The Port User shall ensure that all cargo handled by the Port User at the Facilities is in every way safe for carriage by sea or road or rail. The Port User will ensure that the cargo:
    - (a) does not exceed the gross capacities of equipment utilised at the Facilities;
    - (b) is in a fit and proper condition to be handled or otherwise dealt with in the normal course of business by the equipment and operating procedures usually employed;
    - (c) complies with all applicable laws, orders, regulations or other requirements of an Australian government and all other local or government authorities whatsoever; and,
    - (d) complies with all requirements by any bills of lading applicable to any of the cargo and containers loaded or unloaded at the Facilities.
  - 6.2 The Port User shall comply with any rules and reasonable directions made from time to time by Flinders Ports in respect of the handling of Dangerous Cargo and will also comply with any statute, statutory regulations or other legal requirement that may be in force whether prescribed by the government or any international agency or institution, and also with rules, requirements or procedures set by owners of cargo as appropriate and in addition comply with all such procedures and rules as are considered current good operating practice
  - 6.3 The Port User shall comply with the documentation and procedures in respect of all wharf and Port operations as required from time to time by Flinders Ports.
  - 6.4 The Port User undertakes not to arrive at the berth or wharf gate with any Dangerous Cargo without previously giving written notice of the details and nature of the Dangerous Cargo to Flinders Ports and marking the cargo and the container or other covering on the outside as required by any laws or regulations which may be applicable indicating they require special care by Flinders Ports.
  - 6.5 Subject to clause 6.6, the Port User acknowledges that delays in the removal of containers or cargo can have significant flow on effects on Port operations and accordingly agrees that if the Port User fails to remove containers or cargo from the wharves within the time 3 days allotted for storage, then Flinders Ports may at its sole and unfettered discretion handle, remove, store or otherwise deal with such containers and cargo as it determines is necessary or desirable for the safe and efficient operation of Facilities at the Port. Any handling, removal, storage or other dealing with the Port User's cargo will be at the entire risk and expense of the Port User.
  - 6.6 If such cargo is unclaimed after the expiration of 3 months from the end of the allotted time for storage, Flinders Ports may at its discretion and without prejudice to any other rights which Flinders Ports may have hereunder and without incurring any liability to the Port User or any other party:
    - (a) where in Flinders Ports' reasonable opinion the value of the cargo is less than \$500, sell such cargo by any method at the expense of the Port User;
    - (b) where in Flinders Ports' reasonable opinion the cargo has deteriorated, decayed or is worthless, abandon or otherwise dispose of such cargo at the entire risk and expense of the Port User; or
    - (c) where in Flinders Ports' reasonable opinion the value of the cargo is more than \$500, sell the goods in accordance with section 6 of the Unclaimed Goods Act 1987 (SA) at the expense of the Port User.

Flinders Ports will use reasonable endeavours to provide the Port User with notice before taking action under subclauses 6.6(a) or 6.6(b) unless in Flinders Ports' reasonable opinion it is not practicable to do so, including because Flinders Ports determines that urgent action is required.
7. **Responsibility for Safe Management**
  - 7.1 The Port User warrants to Flinders Ports that the Port User will at all times comply with its duties and obligations under the Occupational Health, Safety & Welfare Act and that it will not do or omit to do anything which breaches that Act or is likely to breach any duty or obligation under such Act or which is likely to result in enforcement proceedings under the Work, Health and Safety Act.
  - 7.2 The Port User undertakes and warrants to Flinders Ports that it will comply fully with all reasonable directions, requirements and instructions notified to it by Flinders Ports, in respect of health and safety issues or in respect of any duties or obligations or any person under the Work, Health and Safety Act. The Port User acknowledges that this may include producing, upon reasonable notice, evidence that it is satisfying its obligations under the said Act.
  - 7.3 If at any time the Port User becomes aware that it is in breach, or is likely to be in breach of any such duty or obligation, the Port User agrees to immediately notify Flinders Ports and the Port User must immediately avoid, remedy, or mitigate any such breach or anticipated breach and follow any reasonable directions of Flinders Ports to remedy any such breach.
  - 7.4 The Port User will ensure that its employees, servants, agents, contractors and invitees:
    - (a) are aware of these conditions and will abide by them;
    - (b) will comply with the reasonable safety precautions required by Flinders Ports at all times.
8. **Damage to Facilities**  
The Port User will be responsible for any damage caused to the Facilities or any ancillary areas arising from or in connection with the Port User's use of the Facilities including without limitation, any damage caused by the impact of vehicles, personnel or machinery
9. **Cost of damage to be met by Port User**
  - 9.1 The cost of repairing any damage (excluding fair wear and tear) which in the opinion of Flinders Ports has been caused by or in connection with the Port User's use of the Facilities will be borne by the Port User.
  - 9.2 Reimbursement shall include a substantiated cost for the repair and a fee for Flinders Ports' administration and management of repairs to be negotiated on a case by case basis. Flinders Ports must mitigate the cost of repair unless it is not reasonably practicable to do so, including because Flinders Ports determines urgent action is required.
10. **Notification of damage and/or injury**
  - 10.1 During the Access Period, the Port User will immediately, and in any event no later than one hour after becoming aware of any damage to the Facilities, injury to any person or any circumstances likely to cause any such damage or injury, notify Flinders Ports of such damage, injury or circumstance.
  - 10.2 The Port User must periodically inform all of its agents, contractors, employees, invitees and servants of its obligation under **clause 10.1**.
  - 10.3 No later than 48 hours after the Port User gives notice to Flinders Ports in accordance with **clause 10.1** the Port User must provide a detailed written report to Flinders Ports in respect of the accident or other event giving rise to the damage, injury or any other consequence.
11. **Requirement to comply with all state and federal laws and Flinders Ports requirements**
  - 11.1 The Port User will in all respects comply with every act of Parliament (whether State or

- Federal), regulation, ordinance, by-law, code of conduct and every notice or order of any competent government or municipal authority relating to, or resulting from, the use of the Facilities or any ancillary areas by the Port User (**Laws**), including without limitation:
- (a) Maritime Transport Security Legislation; and
  - (b) the obtaining of any permit or license required to be obtained in relation to such use; and
  - (c) laws relating to the protection of the environment; and
  - (d) laws relating to the handling, storage, discharge and carriage of dangerous goods, oils, gases, chemicals and refuse; and
  - (e) laws relating to quarantine of goods and/or persons and other customs requirements; and
  - (f) laws relating to occupational health and safety.
- 11.2 The Port User will promptly produce to Flinders Ports copies of any permits, licenses, authorities or consents required under **clause 11.1** and will keep those permits, licenses, authorities and consents current and subsisting at all times/throughout the currency of the Access Period.
- 11.3 The Port User will, when using the Facilities, comply and ensure compliance with all requirements in relation to occupational health and safety.
- 12. Environmental compliance**  
Without limiting any other provision of these terms and conditions, the Port User will, when using the Facilities, comply and ensure compliance with all environmental policies and procedures adopted by Flinders Ports from time to time. These policies and procedures will apply in all cases as a minimum standard but nothing will prevent the Port User from adopting a higher standard if that is in accordance with the Port User's own policies and procedures.
- 13. Port User not to expose Flinders Ports to liability**  
The Port User must not do or omit to do on or about the Facilities any act or thing by reason of which Flinders Ports may under any law become liable to pay any penalty, damages, compensation, fees, costs, charges or expenses or to perform any work.
- 14. Cleaning and Restoration of Facilities**
- 14.1 The Port User will keep, maintain and leave the Facilities in a clean and proper condition to the reasonable satisfaction of Flinders Ports.
- 14.2 Should the Port User fail to leave the Facilities in the condition required by **clause 14.1**, Flinders Ports may, carry out or cause to be carried out all such remedial work, rubbish removal, restoration, cleaning and other similar work as may be necessary to bring the Facilities into that condition. The cost of such work will be paid by the Port User no later than 5 Business Days after written demand is made by Flinders Ports. An invoice issued by Flinders Ports as to the cost of such work will be conclusive evidence of the cost.
- 14.3 Flinders Ports must mitigate the cost of such remedial work, rubbish removal, restoration, cleaning and other similar work to the extent it is reasonably practicable to do so having regard to its operational and environmental requirements.
- 14.4 For the purposes of this **clause 14**, Facilities may include areas adjacent or subjacent to the Facilities the condition of which is required to be restored in accordance with this **clause 14** as a result of the failure of the Port User to comply with its obligations under this clause.
- 15. Flinders Ports may recover costs**  
If:
- (a) the cost of any repairs payable by the Port User arising from the Port User's obligation in **clause 9** is not received within 10 Business Days after written demand is made by Flinders Ports; or
  - (b) the cost of any cleaning payable by the Port User arising from the Port User's obligations in **clause 14.2** is not received within 10 Business Days after written demand by Flinders Ports.
- Then these amounts or any of them may be recovered by Flinders Ports as a debt. Flinders Ports may charge interest at the rate of 2% above Westpac's overdraft rate for amounts in excess of \$10,000 from time to time if the Port User fails to make any payment in accordance with this clause from the date on which payment became due until the date of actual payment by the Port User.
- 16. Risk, Property and Indemnity**
- 16.1 The Port User shall indemnify Flinders Ports for loss of or damage to Flinders Ports' property which results from the negligence of the Port User and/or for any resulting consequential loss sustained by Flinders Ports, except to the extent the loss or damage is contributed to by Flinders Ports' negligence, breach of law, breach of contract or wilful misconduct. Flinders Ports must take reasonable steps to mitigate its loss or damage.
- 16.2 The Port User will be liable for loss or damage caused to Flinders Ports' property and any consequential loss where such damage or loss is caused by any negligent act or omission of the Port User, except to the extent the loss or damage is contributed to by Flinders Ports' negligence, breach of law, breach of contract or wilful misconduct. Flinders Ports must take reasonable steps to mitigate its loss or damage.
- 16.3 Flinders Ports will not be liable in any circumstances whatsoever for any loss, damage, expenses, accident or injury to any property or person to the extent that it was caused by:
- (a) the failure of the Port User to comply with any of the conditions of the Port Access Requirements; or
  - (b) the negligence, wilful misconduct or breach of law by the Port User.
- 16.4 Notwithstanding anything to the contrary in this Agreement:
- (a) Flinders Ports and the Port User ("Indemnifying Party") shall indemnify, defend and hold each other harmless from claims, demands and causes of action asserted against the other party ("Indemnified Party") by any third party (including, without limitation Flinders Ports' and Port Users' employees) for personal injury, death or loss of or damage to property resulting from the Indemnifying Party's negligence, wilful misconduct or breach of status.
  - (b) Where personal injury, death, or loss of or damage to property is the result of the joint negligence, or wilful misconduct of both parties, the Indemnifying Party's duty to indemnify shall be reduced in proportion to the joint negligence, or wilful misconduct contributed by the other Party.
  - (c) If either party is strictly liable under applicable law, the other party's duty to indemnify that party shall be in the same proportion that its negligence, or wilful misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly
- liable.
- 16.5 For the purposes of this document and without limiting the statutory or common law meaning of "wilful misconduct" the intent of the parties is that an act of "wilful misconduct" does not include negligence and implies an intentional disregard of good and prudent standards or performance or of any of the terms of this agreement.
- 17. Force Majeure**  
Notwithstanding anything contained in this document, Flinders Ports will not be liable or responsible to the Port User for failure or delay in performance of any services where that failure or delay arose directly or indirectly (and whether in whole or in part) as a consequence of any Force Majeure Event.
- 18. General provisions**
- 18.1 The right to use the Facilities conferred by Flinders Ports is personal to the Port User and may not be transferred or designated to any other party. Flinders Ports may transfer or assign its rights under this document at any time by notice to the Port User.
- 19. Contact Details**
- 19.1 All contact and notification requirements set out in these Port Access Requirements are to be directed to Flinders Ports;
- (a) **08 84470600 24hrs**
  - (b) **PO Box 19, Port Adelaide, South Australia, 5015**
- 20. Definitions**
- 20.1 In these terms and conditions:
- 'Access Application' means the "Application for Photo ID Access Card" form.
- 'Access Period' means the period approved in an Access Application during which the Port User wishes to have access to and use of the Facilities specified in the Access Application;
- 'Cargo' means goods, merchandise or other property of every type, and includes persons, livestock and containers;
- 'Dangerous Cargo' means goods defined as such in the International Maritime Dangerous Goods Code from time to time, or in any other similar, equivalent or applicable laws or regulations relating to dangerous cargo;
- 'Machinery' means without limitation, any equipment used by the Port User; 'Facilities' means any part of a port ,berth, wharf, jetty and adjacent areas owned or operated by Flinders Ports to which a port user is granted access.
- 'Force Majeure Event' means any event outside the reasonable control of Flinders Ports, including without limitation:
- (c) any interruption to the supply of electricity, gas or water to Flinders Ports (there being no obligation on Flinders Ports to have available any auxiliary supplies);
  - (d) strikes, riots, civil commotions, lockouts, stoppages or restraints of labour, whether or not involving the employees of Flinders Ports;
  - (e) war, civil war, hostilities or the acts of terrorists or insurgents or similar disturbances;
  - (f) adverse or unusual conditions of sea or weather, earthquakes, flood or fire;
  - (g) acts, orders, regulations or requirements of any relevant authority or any person purporting to act on behalf of any such authority.
- 'Port' means any one of the ports of Port Adelaide, Klein Point, Port Giles, Port Lincoln, Port Pirie, Thevenard and Wallaroo;
- 'Port Security Officer' means the person designated by Flinders Ports to implement and maintain the approved Maritime Security

Plan;

**'Port Security Plan'** means the Security Plans approved by Department of Transport and Regional Services for each of the Ports operated and managed by Flinders Ports; **'Port Security**

**Procedures'** means those procedures as defined within the Port Security Plans approved by Department of Transport and Regional Services in accordance with the Maritime Security Legislation;

**'Port User'** is the party whose Access Application has been accepted and authorised by Flinders Ports and includes the employees, servants agents, contractors and invitees of the Port User;

**'Flinders Ports'** means Flinders Ports, and, where appropriate, includes its employees, servants and agents;

**'Business Day'** means any day other than Saturday, Sunday or Public Holiday in South Australia.

## 21. Interpretation

Unless the contrary intention appears:

- (a) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
- (b) singular includes plural and vice versa;
- (c) a reference to a party includes a reference to the party's executors, administrators, legal personal representatives, successors and permitted assigns;
- (d) a reference to a party means a person who is named as a party to, and is bound to observe the provisions or, the Port Access Requirements;
- (e) a reference to a **clause** is to **clause** set out in these Port Access Requirements.

## 22. Headings

All headings in these Port Access Requirements have been inserted for ease of reference only. They do not affect the meaning or interpretation of them.

## 1. Purpose

Flinders Port Holdings Pty Ltd and its associated and related entities (**'Group'**) is committed to the appropriate collection, holding, use and disclosure of your personal information in accordance with the *Privacy Act 1988* (Cth) and associated Australian Privacy Principles. We have also taken steps to ensure that, if you tell us you are located in the European Union (**EU**), we will seek to give you the protections available to you under the *General Data Protection Regulation (GDPR)*. Together, we refer to these two pieces of legislation as **"Privacy Law"**.

We are a port infrastructure provider and a diversified marine, stevedoring and logistics group that provides services within Australia that facilitate the movement of port related cargo across the supply chain (**'Services'**).

In order to deliver those Services safely, securely and effectively, including to carry out effective administration, run and improve our websites, comply with legal requirements and manage business relationships, we collect, use and disclose personal information. For these purposes, personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable.

By your use of our website and our Services, you consent to the processing of your personal information in accordance with this policy and as otherwise permitted under the Privacy Laws (as applicable).

## 2. Types of personal information we may collect

The types of personal information we collect and hold, and our use of that information, depends on our dealings with you. In general, the types of personal information we may collect include, but are not limited to:

- your contact details including your name, email address, telephone/fax numbers, business or company name and business and/or residential address;
- your date of birth;
- your driver's licence and/or passport details or other form of identification;
- your employer details;
- your payment and billing information, which we use to bill you for the Services provided and to process your payments;
- details for the purpose of pre-employment assessment including employer, reference checks and any medicals; and
- other information relevant to you that relates to the provision of Services.

We may automatically collect through our websites, such as the website from which visitors came to our website, IP address, browser type, other information relating to the device through which visitors access our websites and information about your visit such as the services you viewed or searched for, the country you are in, what you clicked on and what links you visited to get to or from our websites. Generally, this information is not personally identifiable but occasionally, we may combine this information with the personal information we have collected about our customers or other people we deal with in providing the Services (**'Customers'**).

The Port Adelaide Passenger Terminal facility and surrounding areas are subject to CCTV surveillance for security purposes. Your image, licence plate number, movements and other personal information may be collected by us using this surveillance.



### **3. Purposes of collecting, holding, using, and disclosing personal information**

Personal information collected by us will only be used or disclosed by us for the purpose it was collected or as otherwise set out in this policy. We may from time to time use personal information for another purpose where it would be reasonably expected by you or if allowed by law, including:

- to provide, or offer to provide, Services to Customers, including to generate aggregate reports for Customers about service usage;
- to efficiently and effectively maintain your account and contact details;
- to facilitate payment for goods and services provided to us;
- to effect or enforce a transaction or agreement with a Customer;
- for account keeping, invoicing, debt collection and reference checking;
- to respond to requests or enquiries from Customers, to communicate with Customers and for similar customer-service-related purposes;
- for staff and contractor selection, management and administration;
- as part of the Group's community sponsorship program;
- to analyse and improve our Services or internal operations;
- to provide you with information about new developments or Services we think may be of interest to you;
- where required or authorised by law, for example laws relating to customs, maritime security and safety;
- in the ongoing administration of the shareholder register;
- to comply with our legal obligations; and
- for any other purpose for which you have consented.

We may use the personal information collected by CCTV surveillance at the Port Adelaide Passenger Terminal for security and operational purposes. For example, monitoring emergency situations, conducting investigations, identifying and responding to unlawful activities or inappropriate conduct.

If you do not provide personal information requested by us then we may not be able to provide Services to you or otherwise conduct business with you. If the information you provide us is incorrect or incomplete this may also prevent, limit or otherwise affect our ability to provide Services to you or conduct business with you.

### **4. How we collect personal information**

Solicited personal information will only be collected by lawful and fair means, only if it is reasonably necessary to provide a Service and only from the individual it is about unless this is unreasonable or impracticable. Where your employer or lead contractor is dealing with us it may be your employer or lead contractor who provides us with your personal information. Collection is generally from forms you complete, over the phone, in writing (including by email) and through our websites.

We may also collect personal information from third parties such as your representatives or publicly available sources of information. All personal information that we or our related bodies corporate collect, is reasonably necessary for the purposes relating to providing our Services to you.

If you provide us with personal information about another individual, you warrant that you are authorised and hold all of the requisite consents to do so.

Where we receive unsolicited personal information, which could not have been collected if it had been solicited, we will, if it is lawful and reasonable to do so, destroy the information or ensure that the information is de-identified.

## **5. How we disclose personal information**

We may disclose any of the personal information we collect or receive as follows:

- to our employees and Group members for purposes consistent with this policy;
- to our contractors, agents or third-party service providers who provide services or perform functions on our behalf;
- to our professional advisors and agents;
- to payment systems operators such as merchants or third-party payment providers;
- if required by law; and
- to protect or enforce our rights or property.

We do not sell personal information to third parties.

## **6. Employment applications**

Employment applications and resumes collected by us are safely and securely stored and only used for the purposes for which they were collected.

## **7. Security and how we store personal information**

We will take reasonable steps to protect your personal information from misuse, interference and loss and from unauthorised access, modification or disclosure. We hold your personal information in a combination of hard copy and electronic files. Personal information may be stored electronically through third party data centres, which may be located overseas, or in physical storage at our premises or third-party secure storage facilities. We use commercially reasonable physical, technical and administrative measures to protect the security of personal information that we collect or receive, including, where appropriate, password protection, encryption and SSL to protect our websites and the information we collect from loss, misuse, and unauthorised access, disclosure, alteration, and destruction.

If we determine that we no longer require the use of your personal information for the purpose it was collected or for any other purpose permitted under Privacy Laws then, subject to any legal requirements to retain the information, we will take reasonable steps to destroy or de-identify it.

Despite taking appropriate measures to protect personal information used and collected by us, please be aware that no data security measures can guarantee 100% security all of the time. We cannot guarantee the security of any information sent to us via the internet and such transmission is at your own risk.

Our websites may contain links to other third-party websites. You acknowledge that we are not responsible for the privacy practices, operation or the content of such other websites.

## **8. Breach**

Notwithstanding the reasonable steps taken to keep information secure, breaches may occur. In the event of a security incident we have in place procedures to promptly investigate the incident and determine if there has been a breach that would require notification. If it is, we will notify affected parties in accordance with Privacy Laws (as applicable).

## **9. Cookies, web beacons and analytics**

When you interact with our websites, we strive to make your experience easy and meaningful. We, or our third party service providers, may use cookies, web beacons and similar technologies to track

site visitor activity and collect site data. If we identify you with this information, any use or disclosure of that information will be in accordance with this policy.

A cookie is a text file that a website transfers to your computer's hard drive for record-keeping purposes. Cookies help us gather and store information about visitors to our websites and are intended to improve your website browsing experience whilst ordering. Our cookies assign a random, unique number to each visitor's computer. They do not contain information that would personally identify the visitor, although we can associate a cookie with any identifying information that is or has been provided by a visitor while visiting our websites.

We, or our third-party service providers, use cookies that remain on your computer for a specified period of time or until they are deleted (persistent cookies). We may also use cookies that exist only temporarily during an online session – these session cookies allow you to log in to your account and they allow us to identify you temporarily as you move through the website. Most browsers allow users to refuse cookies, but doing so may impede the functionality of some portions of our websites.

Web beacons are tiny graphics with a unique identifier, similar in function to cookies, that are used to track the online movements of visitors. In contrast to cookies, which are stored on your computer's hard drive, Web beacons are embedded invisibly on webpages and may not be disabled or controlled through your browser.

We may also engage third parties, including Google Analytics, to track and analyze activity on our websites on our behalf. To do so, these third parties may place cookies or web beacons to track user activity on our websites. Google will use this information for the purpose of evaluating your, and other users' use of our websites, mobile website, compiling reports for us on website activity and providing other services relating to website activity and internet usage.

We use the data collected by such third parties to help us administer and improve the quality of our websites and to analyse usage of our websites.

## ***10. Transfer of personal information outside Australia***

We may disclose your personal information to organisations in other countries.

The information generated by cookies (including your truncated IP address) is transmitted to and stored by Google, and other third party providers, on servers in the United States.

Other recipients may include:

- anyone that you have consented for us to disclose personal information to;
- our employees or officers;
- external service providers that may assist us in our business providing administration, information technology or other services;
- cloud providers and storage, data processors; and
- any other person or entity required by law.

We take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this policy and the Privacy Laws (as applicable).



## 11. Access to personal information

Subject to exceptions allowed by law, you have the right to access personal information we hold about you. You may contact us (at our contact details provided below) to request access to your personal information.

We may require you to verify your identity and to specify what information you require. We will respond to the request within a reasonable period and give access to the information in the manner requested by you, if it is reasonable and practicable to do so. A fee (which will not be excessive) may be charged for providing access, although no fee is applicable on application.

We may decline a request to access personal information (either in whole or in part) where allowed under the Privacy Laws. In these circumstances, we will give you a written notice that sets out:

- the reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
- the mechanisms available to complain about the refusal; and
- any other matter prescribed by the regulations.

If you wish to request access you should call our Privacy Officer, whose details are set out at the end of this policy.

## 12. Data quality and correction of personal information

We will take reasonable steps to ensure that the personal information we collect is accurate, complete and up to date.

If we hold personal information about you and either:

- we are satisfied that, having regard to a purpose for which the information is held, the information is inaccurate, out of date, incomplete, irrelevant or misleading; or
- you request us to correct the information (in which case we will respond within a reasonable period after the request is made, and for no charge);

we will take such steps (if any) as are reasonable in the circumstances to correct that information to ensure that, having regard to the purpose for which it is held, the information is accurate, up to date, complete, relevant and not misleading.

If we correct personal information about you that we previously disclosed to another entity and you request that we notify the other entity of the correction, then we will take such steps (if any) as are reasonable in the circumstances to give that notification unless it is impracticable or unlawful to do so.

If we refuse to correct the personal information as requested by you, we will use reasonable endeavours to provide you with written reasons for the refusal, the mechanisms available to complain about the refusal, and any other matter prescribed by the Privacy Laws.

If we refuse to correct the personal information as requested by you and you request us to associate with the information a statement that the information is inaccurate, out-of-date, incomplete, irrelevant or misleading information (in which case we will respond within a reasonable period after the request is made, and for no charge) we will take such steps as are reasonable in the circumstances to associate the statement in such a way that will make the statement apparent to users of the information.

### **13. EU processing**

If you are located in the EU, GDPR provides for additional rights in relation to your personal information that we process. We take these rights into account when processing your personal information, including erasure, objection, portability, restriction, review and withdrawal.

### **14. Enquiries or complaints**

If you have any questions or complaints, are seeking access to personal information about you that is held by us or seeking the correction of such information, please contact:

*Privacy Officer*

*Flinders Port Holdings Group*

*Level 1, 296 St Vincent Street*

*Port Adelaide SA 5015*

*Phone: (08) 8447 0614*

*Fax: (08) 8447 0606*

*Email: [flindersports@flindersports.com.au](mailto:flindersports@flindersports.com.au)*

If you are not satisfied with our response you are entitled to contact the Australian Information Commissioner, by phoning 1300 363 992 or writing to the Director of Complaints, Office of the Office of the Australian Information Commissioner, GPO Box 5218, Sydney NSW 1042.

### **15. Changes to this Policy**

We may change this policy from time to time. Any updated versions of this policy will be posted on our websites – you should check periodically to review our current policy, which is effective as of the effective date listed above. Your continued use of any of our websites and Group Services constitutes your acceptance and understanding of the policy as in effect at the time of your use.