VERACITY TRAINING & COUNSELLING
EMPOWERING MEANINGFUL MENTAL HEALTH CONVERSATIONS

Privacy Policy:

1. Introduction

1.1 **Veranium Pty Ltd (ACN 698 743 921, ABN 91 698 743 921), trading as Veracity Training & Counselling**, is referred to in this Privacy Policy as the "Company", "We", "Our", or "Us". We are committed to protecting Your privacy. We are committed to complying with the Australian Privacy Principles in the Privacy Act 1988 (Cth), the Health Records and Information Privacy Act 2002 (NSW) where applicable, and other relevant state or territory health records laws. This policy explains how We collect, use, store, and protect Your personal information when providing counselling and training ("Services"). By using Our Services, You agree to this policy, subject to Your legal rights. We also follow Work Health and Safety laws to support the physical and psychological safety of Clients and staff, in accordance with applicable legal obligations, and meet the confidentiality, record-keeping, and informed consent standards of the Australian Counselling Association Code of Ethics.

1.2 Nothing in this policy limits Your rights under the Australian Consumer Law (ACL).

1.3 For Your convenience, a glossary of definitions is included in clause 12 of this Privacy Policy.

1.4 This Privacy Policy should be read together with Our relevant Terms and Conditions. This Privacy Policy forms part of Our Terms and Conditions by incorporation and is therefore contractually binding. By agreeing to Our Terms and Conditions, You also agree to be bound by this Privacy Policy. Your continued use of Our Services also indicates acceptance of any changes made in accordance with Our Terms and Conditions. For the avoidance of doubt, where Our Terms and Conditions distinguish between a Contracting Party and a Client (including in relation to counselling services), this Privacy Policy must be interpreted consistently with that distinction. In relation to counselling services, rights of confidentiality, privacy, consent, access, correction, and control over health information, clinical records, clinical notes, and other Sensitive Information relating to the counselling relationship belong to the Client, subject to applicable law. The Contracting Party's rights under this Privacy Policy are limited to payment, booking, administrative, and other non-clinical information relating to the Services, unless disclosure is otherwise required or authorised by law or the Client has provided informed consent.

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2. Personal Information Management

2.1 We Collect:

2.1.1 Personal Information: Personal information encompasses details about an identifiable individual. When You use Our Services, We may collect personal information such as Your name, email address, phone number, address, and payment details.

2.1.2 Sensitive Information: If necessary to provide Our Services and with Your explicit, informed consent—unless collection is otherwise required or authorised by law—We may collect Sensitive Information (as defined in the Privacy Act 1988 (Cth)). This can include: health information, racial or ethnic origin, medical conditions or disabilities, gender, history of abuse, relationship and family history, religious or philosophical beliefs, sexual orientation or practices, and information for safety or risk assessment. We collect this only when reasonably necessary for Our Services, and handle it in line with the Australian Privacy Principles, the Health Records and Information Privacy Act 2002 (NSW) where applicable, other applicable state or territory health records laws, and the Australian Counselling Association Code of Ethics.

2.1.3 Emergency Contact Information: Details of who We should contact in case of an emergency.

2.2 Anonymity and Pseudonymity

2.2.1 Where reasonable and lawful, You can interact with Us without giving Your name or by using a pseudonym. In some situations this won't be possible (for example, where We must identify You by law or it would be impracticable to provide counselling safely without confirming Your identity).

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3. How We Use Your Information

3.1 We use personal and health information to:

3.1.1 Provide counselling, training, and related services You request (primary purpose)

3.1.2 Run Our business (appointments, billing, administration and related functions)

3.1.3 Support clinical supervision and quality improvement—where practicable, We use de-identified information, and supervisors are bound by confidentiality

3.1.4 Undertake health management activities (for example, auditing and maintaining service quality)

3.1.5 Meet Our legal and ethical obligations—for example, responding to court orders, reporting safety incidents, or where use or disclosure is reasonably necessary to lessen or prevent a serious threat to the life, health, or safety of You or another person. We only use or disclose Your information for a secondary purpose if allowed under the Privacy Act 1988 (Cth), such as where You consent, where You would reasonably expect it, or where a permitted health situation applies.

3.2 Use of Health and Clinical Information: We do not use Personal Information or Sensitive Information collected in connection with Counselling Services (including health information, clinical records, and clinical notes) for marketing,

advertising, analytics profiling, or any form of targeted advertising. Such information is used solely for the provision of Services, clinical documentation, supervision, quality improvement, and practice administration in accordance with this Privacy Policy.

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4. Sharing Your Information

4.1 We do not sell or trade Your personal information. However, We may share Your information in the following situations:

4.1.1 For Legal Reasons: If required by law or in response to valid requests by public authorities (e.g., a court or a government agency).

4.1.2 With Your Consent: If You give Us explicit permission to share Your information for a specific purpose (for example, to provide a written report to another professional or agency, such as a GP or lawyer; to discuss material with another person, such as a parent or employer; or where disclosure is otherwise permitted or required by law). For the avoidance of doubt, where the Contracting Party and the Client are different persons, any consent to disclose Personal Information or Sensitive Information must be given by the Client personally in respect of their own information, and does not extend to the Contracting Party.

4.1.3 To Prevent Serious Threats: Where failure to disclose the information would reasonably be expected to result in a serious threat to the life, health, or safety of You or another person.

4.1.4 For Professional Supervision: A Counsellor may discuss Your situation with a qualified supervisor as part of professional supervision. Where this occurs, confidentiality is maintained. Supervision is an important professional practice that supports Client safety, service quality, and practitioner wellbeing.

4.1.5 Couples Counselling: In the context of couples counselling, information disclosed in sessions is generally treated as part of the joint therapeutic process. We do not hold separate confidential information that would reasonably affect the joint work without prior discussion and agreement with both parties. Where individual sessions are conducted in the context of couples counselling, the approach to confidentiality, record-keeping, and any use of information in joint sessions will be explained clearly at the outset and agreed with both parties. If withholding information would significantly affect the therapeutic process, the Counsellor will discuss this with the disclosing party, explain the implications, and seek consent to share the information in a way that supports the joint work. Disclosure may occur without consent only where required by law or where reasonably necessary to lessen or prevent a serious threat to the life, health, or safety of a person. Decisions are made in accordance with the Australian Counselling Association Code of Ethics and applicable privacy laws. Records are maintained in a manner consistent with this approach and with applicable ethical and legal obligations.

4.1.6 With Service Providers (Including Overseas Processing): We may engage trusted third-party service providers to support the delivery of Our Services, including administrative functions, communication, customer relationship management, and training delivery platforms. These providers may store or process Personal Information on servers located outside Australia, including (but not limited to) the United States and other jurisdictions where Our service providers operate. Where this occurs, We take reasonable steps to ensure that any overseas recipients handle Personal Information in a manner consistent with the Australian Privacy Principles under the Privacy Act 1988 (Cth), the Health Records and Information Privacy Act 2002 (NSW) where applicable, and other applicable privacy or health records laws, including through contractual arrangements and by selecting reputable service providers with appropriate data protection and security measures. Where practicable, We prioritise service providers that offer Australian-based data hosting; however, due to the nature of modern cloud-based platforms, this is not always possible. Where Personal Information includes Sensitive Information collected in connection with Counselling Services (including health information and clinical records), any disclosure to overseas recipients will be subject to the Client's explicit and informed consent where required by applicable law. Acceptance of this Privacy Policy or engagement with Our Services alone does not constitute such consent. Where We rely on consent for overseas disclosure, We will take reasonable steps to ensure that the relevant individual is informed of the relevant consequences of that disclosure before providing consent.

4.1.7 Where You enrol in a Course that is accredited, licensed, or delivered under a third-party program (including Mental Health First Aid (MHFA) and The Working Mind (TWM)), We may disclose relevant personal information to the relevant program owner, accrediting body, or platform provider for the purposes of:

(a) registering Participants;

(b) issuing or validating course access (including eLearning access and Learner Access Pass activation);

(c) administering accreditation, certificates, or completion records;

(d) providing access to participant platforms (such as the MHFAider Champions Hub);

(e) quality assurance, auditing, and compliance requirements; and

(f) reporting required by the relevant program or regulator.

The information shared may include Participant name, email address, course enrolment details, attendance status, and completion outcomes. These third parties manage personal information in accordance with their own privacy policies and applicable privacy laws.

4.1.8 Business Transfers: If We are involved in a merger, acquisition, asset sale, or similar transaction that involves the transfer of Personal Information, We will take reasonable steps to ensure that the recipient is bound by obligations consistent with this Privacy Policy and the Australian Privacy Principles. Where practicable, We will notify affected individuals prior to any such transfer. In relation to Sensitive Information and clinical records held in connection with

Counselling Services, any transfer will be subject to applicable health records legislation and, where required by law or where reasonably practicable, the informed consent of the relevant Client.

5. Data Retention and Security

5.1 We take reasonable steps to protect Personal Information and Sensitive Information from misuse, interference, loss, unauthorised access, modification, or disclosure. This includes the use of secure systems, access controls, and reputable third-party service providers where appropriate.

5.2 We retain Personal Information only for as long as reasonably necessary for the purposes described in this Privacy Policy, unless a longer retention period is required or authorised by law. Specific retention periods for certain records are set out in clause 6.

5.3 Where Personal Information is no longer required for these purposes, We will take reasonable steps to destroy or de-identify the information, unless We are required or authorised by law to retain it.

5.4 Personal Information may be stored or processed using secure third-party service providers engaged by Us to support the delivery of Our Services. These may include providers of:

(a) client management or practice management systems;

(b) training administration and learning platforms;

(c) communication services (such as email, messaging, or video conferencing);

(d) payment processing services; and

(e) cloud-based data storage.

5.5 Where Personal Information is stored or processed using third-party service providers, We take reasonable steps to ensure that such providers handle Personal Information in a manner consistent with the Australian Privacy Principles.

5.6 While We take reasonable steps to protect Personal Information, no method of electronic transmission or storage is completely secure. To the extent permitted by law, We cannot guarantee absolute security.

5.7 In the event of a data breach that is likely to result in serious harm, We will comply with the Notifiable Data Breach scheme under the Privacy Act 1988 (Cth), including notification to affected individuals and the Office of the Australian Information Commissioner (OAIC) where required.

6. Record Retention Periods

6.1 Without limiting clause 5, We retain certain records for minimum periods to comply with legal, regulatory, insurance, and professional obligations.

6.2 Counselling client records:

(a) For adult Clients, records are retained for at least seven (7) years from the date of last contact; and

(b) For Clients who were under 18 years of age at the date of last contact, records are retained for the longer of:

(i) until the Client turns 25 years of age; or

(ii) the minimum period required by the applicable health records legislation of the relevant state or territory, whichever is longer.

6.3 Training and Course records may be retained for shorter or longer periods depending on applicable accreditation, licensing, auditing, or reporting requirements imposed by issuing bodies or regulators.

6.4 After the applicable retention period has expired, records are securely destroyed or de-identified in accordance with clause 5, unless We are required or authorised by law to retain them for a longer period.

7. Your Privacy Rights

7.1 You may request access to the personal information We hold about You and request correction of that information if it is inaccurate, out-of-date, incomplete, irrelevant, or misleading, subject to any exceptions permitted by law. This includes rights of access and correction that may apply under the Privacy Act 1988 (Cth), the Health Records and Information Privacy Act 2002 (NSW) where applicable, and other applicable state or territory health records laws.

7.1A Where the Contracting Party and the Client are different persons, rights of access, correction, and control of Personal Information relating to health or counselling services are held solely by the Client, subject to applicable law.

7.2 We will respond to requests for access or correction within a reasonable time and generally within thirty (30) days. We may require You to verify Your identity before processing Your request.

7.3 In some circumstances, We may lawfully refuse access to or correction of personal information. If We do so, We will provide written reasons where required by law.

7.4 You may also request that We limit the way We use or disclose Your personal information, or request that We delete or de-identify personal information that is no longer required, but We may decline such a request where We are required or authorised by law to retain the information or where retention is reasonably necessary for legal, regulatory, insurance, professional, dispute resolution, or enforcement purposes.

7.5 If You wish to make a request regarding Your personal information, please contact Us using the details in clause 13.

8. Child/Minor Privacy

8.1 We do not knowingly collect personal information from children without parental or guardian consent, unless the individual has sufficient maturity and understanding to make informed decisions about their care as permitted by applicable law (for example, where a minor is assessed as having decision-making capacity). For privacy purposes, a “child” or “minor” means a person under 18 years of age, unless a lower age is set by applicable state or territory privacy or health legislation.
8.2 If We become aware that We have collected information from a child without such consent, We will take steps to delete it as soon as practically possible.

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9. Cookies and Tracking Technologies
9.1 We may use cookies and similar technologies to enhance Your experience on Our website and other business systems.
9.1.1 Cookies help Us understand how You use Our Services and allow Us to improve and personalise Your experience. We may also use cookies and similar technologies to support general website analytics. Any data used for these purposes is de-identified or pseudonymised where reasonably practicable. We do not use Personal Information or Sensitive Information collected in connection with Counselling Services for advertising, remarketing, behavioural targeting, or profiling. Cookies and similar tracking technologies do not access, use, or infer health information, clinical records, clinical notes, or any Sensitive Information collected in connection with Counselling Services.
9.1.2 You can also set Your browser to refuse cookies, but this may affect Your ability to use some features of Our Services.

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10. Changes to This Privacy Policy
10.1 We may update this Privacy Policy from time to time in accordance with the relevant clause in Our Terms and Conditions. The latest version will be on Our website at https://www.vtac.life/vtac-privacy-policy with the revision date.
10.2 If We make a material change to this Privacy Policy that significantly affects Your rights or obligations, We will:
(a) give You reasonable advance notice (normally at least fourteen (14) days, unless urgent compliance with law or safety requirements makes shorter notice necessary or otherwise agreed in writing); and
(b) if You reasonably consider the change has a materially adverse impact on You, You may end Your agreement with Us without penalty by written notice before the change takes effect.
Where a material change affects a Client engaged in ongoing Counselling Services, We will not implement that change in respect of the existing counselling relationship until the notice period has expired or the Client has given explicit consent to the amended Privacy Policy, whichever occurs earlier, unless earlier implementation is required by law or is reasonably necessary to address an urgent privacy, legal, or safety risk.
10.3 Any change made under clause 10.2 will not apply retrospectively and will not affect any rights or obligations that had already accrued prior to the change.
10.4 You may choose to review this policy periodically for any updates.

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11. Interpretation
11.1 Headings are for convenience only and do not affect interpretation.
11.2 A reference to “including” means “including without limitation”.
11.3 A reference to a party includes that party's executors, administrators, successors, permitted assigns, authorised representatives, and trustees.
11.4 A reference to a law includes that law as amended, re-enacted or replaced and any subordinate legislation.
11.5 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
11.6 Capitalised terms have the meanings given in the Definitions section.

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12. Definitions
For the purposes of this Privacy Policy, the following Terms shall have the meanings set forth below:

Australian Consumer Law (ACL) means the national law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth), which provides consumer rights and protections that cannot be excluded by contract.
Australian Counselling Association (ACA) means the national peak body for counsellors in Australia, maintaining a Code of Ethics and Practice.
Australian Privacy Principles (APPs) means the legally binding principles in the Privacy Act 1988 (Cth) governing the handling of personal information.
Child / Minor means a person under 18 years of age unless applicable state or territory law specifies otherwise.
Client means the individual who receives counselling services from Us, and in the training context may include an individual who personally books, purchases, or receives training Services from Us. Where the Services are counselling services and the booking or payment is arranged by another person or entity, the Client is the individual receiving the counselling services, not the Contracting Party.
Company means Veranium Pty Ltd (ACN 698 743 921, ABN 91 698 743 921), trading as Veracity Training & Counselling, referred to in this Privacy Policy as “We”, “Our”, or “Us”.

Contracting Party means the person or entity that books, arranges, or pays for Services and that enters into the relevant Terms and Conditions with Us.
Course means any training, program, workshop, seminar, or related training service provided by Us.
Contractor means any independent person or organisation engaged by Us to provide Services on Our behalf, whether paid or unpaid.
Counsellor means an ACA-recognised professional providing therapeutic or counselling support.
Data Breach means loss, unauthorised access to, or unauthorised disclosure of personal information, which may trigger notification obligations under the Privacy Act 1988 (Cth).
Health Information means as defined in the Privacy Act 1988 (Cth); includes any information about an individual's health, disability, or health services provided or to be provided.
Intake and Consent Form means the digital or paper-based form issued by Us from time to time for client intake, consent, and onboarding purposes, including the Client Intake Form, the Informed Consent Form, and any equivalent replacement form used by Us.
Notifiable Data Breach (NDB) Scheme means part of the Privacy Act 1988 (Cth) requiring notification to the OAIC and affected individuals when a breach is likely to result in serious harm.
Participant means any individual who is enrolled in, attends, or is intended to attend a Course or training service delivered by Us.
Personal Information means as defined in the Privacy Act 1988 (Cth); information or opinion about an identified individual or a reasonably identifiable individual, whether true or not, and whether recorded in a material form or not.
Privacy Act 1988 (Cth) means federal legislation regulating the handling of personal information in Australia.
Sensitive Information means as defined in the Privacy Act 1988 (Cth); includes health information, racial or ethnic origin, political opinions, religious beliefs, sexual orientation, and more.
Services means counselling, training, and related services provided by Veranium Pty Ltd trading as Veracity Training & Counselling.
Staff means employees, contractors, and volunteers engaged by Us in the delivery of Our Services.
Supervision means ACA-recognised process of professional oversight by a qualified supervisor to support a counsellor's professional development and Client safety.
VTAC has the same meaning as Company.
Work Health and Safety (WHS) Laws means federal and state/territory laws aimed at ensuring health and safety in workplaces, including psychological health.
You means the individual or organisation engaging with Our Services or whose Personal Information is collected or processed in connection with the Services. Where the context concerns payment, booking, administration, or other non-clinical matters, "You" may include the Contracting Party. Where the context concerns counselling, confidentiality, privacy, consent, access, correction, or control of health or Sensitive Information relating to Counselling Services, "You" refers to the Client, subject to applicable law.

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13. Contact Us and Complaints

13.1 If You have any questions, concerns, or complaints about this **Privacy Policy** or how We handle Your personal information, please contact Us at Veranium Pty Ltd trading as Veracity Training & Counselling; Email: info@vtac.life.
13.2 We will acknowledge receipt of Your enquiry or complaint within a reasonable time and aim to provide a considered response as soon as practicable, and generally within thirty (30) days.
13.3 We are committed to resolving privacy concerns in a respectful, transparent, and trauma-informed manner. Where appropriate, We will work with You to understand Your concerns and seek to resolve them collaboratively.
13.4 If You are not satisfied with Our response, or if Your concern relates to how Your personal information or health information has been handled under applicable privacy laws, You may make a complaint to the relevant external regulator, including:
(a) the Office of the Australian Information Commissioner (OAIC) in relation to privacy matters under the Privacy Act 1988 (Cth). Complaints may be made through the OAIC's privacy complaint process.
Contact details are: Website: www.oaic.gov.au; Privacy complaints information: www.oaic.gov.au/privacy/privacy-complaints; Email: oaicintake@oaic.gov.au; Phone: 1300 363 992; and
(b) where applicable, the NSW Privacy Commissioner under the Health Records and Information Privacy Act 2002 (NSW) in relation to health information privacy matters. Complaints may be made through the Information and Privacy Commission NSW.
Contact details are: Website: www.ipc.nsw.gov.au; Email: ipcinfo@ipc.nsw.gov.au; Phone: 1800 472 679.
Nothing in this clause limits any rights You may have to make a complaint, seek review, or pursue any remedy available under the Privacy Act 1988 (Cth), the Health Records and Information Privacy Act 2002 (NSW), or other applicable law.
13.5 If Your concern relates to professional conduct in the delivery of Counselling Services, You may also contact a relevant professional body such as the Australian Counselling Association (ACA) or the Psychotherapy and Counselling Federation of Australia (PACFA), depending on Our membership status.

13.6 We will cooperate fully with any external investigation or review, and We will continue to treat Your information in accordance with this Privacy Policy and applicable law.

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