

## Privacy Policy:

### 1. Introduction

1.1 Veracity Training & Counselling (“We”, “Our”, “Us”) is committed to protecting Your privacy. We comply with the Australian Privacy Principles in the Privacy Act 1988 (Cth) and 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 (“Client”, “You”, “Your”) agree to this policy, subject to Your legal rights. We also follow Work Health and Safety laws to ensure the physical and psychological safety of Clients and staff, 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.

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.

---

### 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 APPs, state/territory health records laws, and the ACA Code of Ethics.

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

2.2 We offer:

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).

---

### 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 etc)

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 disclosure is required to prevent serious and/or imminent risk of harm to 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.

---

### 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 (eg: provide a written report to another professional or agency, such as a GP or lawyer; or to discuss the material with another person, such as a parent or employer; or if the disclosure is otherwise required).

4.1.3 Failure to disclose the information would place You or another person at serious and/or imminent risk.

4.1.4 The Counsellor is undertaking Supervision: They may discuss Your situation with a qualified supervisor in which Your strict confidentiality will still be maintained. Note: Supervision is fundamental to protect Clients and to improve the Counsellors' ability to provide value to their Clients and monitor their self-care.

4.1.5 When engaged in couples sessions: In the context of couples therapy, information disclosed in individual sessions will remain confidential unless:

- Disclosure is needed to prevent imminent risk of serious harm to You or others;
- Disclosure is required by law; or
- Both parties give explicit, preferably written, consent.

If withholding information would significantly harm the therapeutic process, the Counsellor will first discuss this with the disclosing party, explain the implications, and seek consent. Separate individual notes may be maintained where appropriate. Clients should be aware that material disclosed in joint sessions will be recorded in shared records accessible to both parties. Decisions follow the ACA Code of Ethics and privacy laws.

4.1.6 With Service Providers: Trusted Third-Party service providers who assist Us in delivering Our Services, such as payment processors, data analysts, and customer service teams.

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, or asset sale, Your information may be transferred.

---

## 5. Security of Your Information

5.1 We take Your privacy seriously and implement reasonable physical, electronic, and administrative safeguards to protect Your personal information. Where We use Third-Party providers (such as cloud storage, email, or payment platforms), We take reasonable steps to ensure they comply with the Australian Privacy Principles. However, no method of transmission over the internet or electronic storage is 100% secure. Whilst We strive to protect Your information, We cannot guarantee absolute security.

5.2 Data Breaches: If We suspect that a data breach has occurred which is likely to cause serious harm to any individuals whose personal information is involved, We will take immediate steps to contain the breach, assess the risk, and notify both the Office of the Australian Information Commissioner (OAIC) and affected individuals as required by the Privacy Act 1988 (Cth) – Part IIIC, Notifiable Data Breaches (NDB) scheme. This includes breaches caused by loss, unauthorised access, or unauthorised disclosure of personal information. We will provide information about the nature of the breach, the information affected, and steps You can take to protect Yourself.

---

## 6. Retention of Your Information

6.1 We retain Your personal information only as long as necessary to provide Our Services and fulfill the purposes outlined in this Privacy Policy.

6.2 We also keep Your information as needed to comply with legal obligations, resolve disputes, and enforce Our agreements.

6.3 We keep adult Client records for at least seven (7) years from Your last contact. If You were under 18 at the last contact, We keep records until You turn 25. Training participant records may be retained for shorter periods, consistent with accreditation, auditing, and reporting requirements. Records are then securely destroyed or de-identified unless law or legal claims require longer retention.

---

## 7. Your Privacy Rights

7.1 Depending on where You are located, You may have the following rights, to the extent required or permitted under Australian law:

7.1.1 Access: Request a copy of Your personal information.

7.1.2 Correction: Ask Us to correct any inaccurate or incomplete information.

7.1.3 Deletion: Request the deletion of Your personal information, under certain conditions. Please note that deletion requests may not be granted where retention is required by law, such as mandatory health record-keeping requirements.

7.1.4 Restriction: Request that We limit the processing of Your personal information, under certain conditions.

7.1.5 Objection: Object to Our processing of Your personal information, under certain conditions.

7.1.6 Data Portability: Request that We transfer Your personal information to another organisation or to You, under certain conditions.

7.2 If You wish to exercise any of these rights, please contact Us using the details provided below. We will respond to Your request within 1 month.

---

## 8. Child/Minor Privacy

8.1. We do not knowingly collect personal information from children without parental/guardian consent. 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.

---

## 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 for targeted advertising and remarketing purposes. This may include sharing de-identified or pseudonymised data with trusted advertising partners to display relevant content or offers to You on third-party platforms. You can opt out of targeted advertising through the settings provided by the relevant third-party platforms.

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.

---

## 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:

- give You reasonable advance notice (normally at least 14 days, unless urgent compliance with law or safety requirements makes shorter notice necessary or otherwise agreed in writing); and
- 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.

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.

---

## 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 and permitted assigns.

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.

---

## 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 any individual who books, purchases, uses, or receives Our Services (including counselling and training services). Where the Services are training services, a Client may also be a Participant or may be a person booking on behalf of one or more Participants.

**Company** means either Veracity Training & Counselling or Veracity Training Services (ABN 19738756107), referred to as 'We', 'Our' or '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.

**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 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 Client who books, purchases or uses the Services, and where the context permits, includes Participants.

---

### **13. Contact Us**

If You have any questions or concerns about this **Privacy Policy**, please contact Us at Veracity Training & Counselling;

Email: [info@vtac.life](mailto:info@vtac.life)