**Parties**

G & M McLeod Holdings Pty Ltd (ABN/ACN No. 86 113 486 427)trading as PRDnationwide Harvey Oatley of 24 Oatley Avenue, Oatley NSW 2223 (hereinafter referred to as “the Agency**”**)

<Insert name, ABN or ACN of contractor> of <insert address of contractor> (hereinafter referred to as the **“Contractor”**)

**Background**

1. The Agency has engaged the Contractor to perform services for, and on behalf of, the Agency.
2. In the course of performing services for the Agency, the Contractor will have access to Confidential Information and Personal Information.
3. The Contractor acknowledges that the Contractor is obliged to maintain the confidentiality of all Confidential Information and Personal Information, and the Contractor specifically agrees to be bound by the terms and conditions set out in this Deed.

**Definitions**

1. **Agency Client** means any person who at any time during the course of the Contractor’s engagement by the Agency:
   1. has dealt with, engaged or retained the Agency to provide products or services; or
   2. has received an expression of interest, an offer to supply products or services, or a tender from the Agency.
2. **Confidential Information** means all information, whether or not in a material form, disclosed by the Agency to the Contractor or coming to the Contractor’s knowledge during the course of the Contractor’s engagement by the Agency, which:
   1. has been specifically designated as confidential by the Agency or an Agency Client;
   2. would embarrass, harm or prejudice the Agency or an Agency Client;
   3. has the necessary quality of confidence and was imparted to the Contractor in circumstances where the Contractor ought to have recognised that such information was given to the Contractor in confidence; or
   4. is proprietary commercial information belonging to the Agency including but not limited to inventions, improvements, developments, discoveries, designs, techniques, methods, ideas, concepts, processes, formulas; software, source code, object code, script, data, programs, software development kits, tools; know-how; works of authorship; licences, business methods, strategies, operational procedures, business plans, product development plans, budgets, unpublished financial statements, sales and other financial data, pricing, production, sales and marketing strategies, customer lists, directories or databases, supplier lists, directories or databases, organization, personnel; visual features of shape, configuration, pattern or ornamentation; literary, artistic, dramatic or musical works; sound recordings, films, broadcasts or published editions; trademarks; trade, business, company or domain names; products; services; precedents; systems, manuals or policies; diagrams, graphs, charts, plans, drawings or costings; dealings or transactions; technology; research and documents.
3. **Contractor** means the Contractor and its officers, employees and contractors.
4. **Contractor Client** means any person with whom the Contractor has had professional dealings, who is not an Agency Client.
5. **Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not, provided that the information relates to an individual who has had dealings with the Contractor or with the Agency, whether as an Agency Client, a Contractor Client, or as an officer, employee or contractor of the Agency or otherwise.
6. **Privacy Notice and Consent** means the Agency’s privacy notice and consent form set out in Annexure A, as amended from time to time.
7. **Privacy Policy** means the Agency’s privacy policy set out in Annexure B, as amended from time to time.

**The Contractor agrees and acknowledges:**

***Collection, use and disclosure of the Contractor’s Personal Information by the Agency***

1. The Agency may collect, use and disclose Personal Information about the Contractor for the purpose of the Contractor’s engagement by the Agency, to facilitate the Agency’s internal business operations, and to fulfil the Agency’s legal obligations such as the payment of superannuation and taxation.
2. The types of Personal Information the Agency may collect, use or disclose about the Contractor includes:
   1. Full name;
   2. Contact details including but not limited to residential address, postal address, email address, home telephone number, mobile telephone number;
   3. Bank account details;
   4. Superannuation fund details;
   5. Australian business number;
   6. Tax file number;
   7. Dependants and next of kin;
   8. Details of any medical conditions relevant to the performance of services for, or on behalf of, the Agency by the Contractor;
   9. Details of any medical conditions relevant to any workers compensation claims or public liability claims made by the Contractor against any Agency insurance policy.
3. The Agency may disclose Personal Information about the Contractor to:
   1. A related company of the Agency;
   2. Agency Clients;
   3. The Agency’s service providers who assist the Agency in operating its business (e.g. Insurance brokers and providers, IT providers); and
   4. Prospective purchasers of part or all of the Agency’s business.
4. Whenever it is reasonable or practicable to do so, the Agency will collect the Contractor’s Personal Information directly from the Contractor. Sometimes it will be necessary for the Agency to collect information from a third party or a publicly available source, such as the Contractor’s past or current employers, legal adviser or treating doctor.
5. The Agency may disclose the Contractor’s Personal Information to recipients within Australia or to overseas recipient. Should information be required to be sent interstate or overseas, the Agency will take steps to protect the privacy of the Contractor’s information.
6. Prior to the Contractor performing any services for the Agency, the Contractor will supply the Agency with signed consents in the form set out at Annexure C in respect of all officers, employees and contractors of the Contractor. In addition, upon any new officer, employee or contractor commencing with the Contractor, the Contractor will provide the Agency with a signed consent from the relevant individual.
7. In the event that the Contractor does not consent to the Agency collecting, using and disclosing the Contractor’s Personal Information as described in clauses 8 – 12 above, or if the Personal Information the Contractor provides to the Agency is incomplete or inaccurate, the Agency may be unable to engage the Contractor to perform services for, or on behalf of, the Agency.

***Your obligations with regard to Confidential Information and Personal Information***

1. During the Contractor’s engagement by the Agency, the Contractor will ensure that:
   1. The Contractor has a privacy policy in place, which *mutatis mutandis* replicates the Privacy Policy;
   2. At all times whilst performing work for Contractor Clients, the Contractor complies with its privacy policy;
   3. At all times whilst performing work for Agency Clients, the Contractor complies with the Privacy Policy;
   4. Prior to collecting any Personal Information from Contractor Clients, the relevant Contractor Client has signed a privacy notice and consent, which *mutatis mutandis* replicates the Privacy Notice and Consent;
   5. Prior to collecting any Personal Information from Agency Clients, the relevant Agency Client has signed a Privacy Notice and Consent to the satisfaction of the Agency.
2. During the Contractor’s engagement by the Agency, and at all times thereafter, the Contractor will:
   1. not collect, use or disclose any Confidential Information or Personal Information relating to Agency Clients or officers, employees and contractors of the Agency, except in the proper course of performing the Contractor’s services for, and on behalf of, the Agency;
   2. take all reasonable steps and otherwise use the Contractor’s best endeavours to prevent or stop a suspected or actual unauthorised collection, use or disclosure of any Confidential Information or Personal Information;
   3. immediately notify the Agency of any suspected or actual unauthorised collection, use or disclosure of any Confidential Information or Personal Information;
   4. comply with any reasonable direction issued by the Agency from time to time in relation to the prevention of unauthorised collection, use or disclosure of any Confidential Information or Personal Information;
   5. not collect, use or disclose any Confidential Information or Personal Information relating to Agency Clients or officers, employees and contractors of the Agency for the Contractor’s own advantage or for the advantage of anyone other than the Agency;
   6. not publish or communicate or permit the publication or communication of Confidential Information or Personal Information to any person not specifically authorised or permitted access to such Confidential Information or Personal Information;
   7. not part with possession of any Confidential Information or Personal Information;
   8. not remove any Confidential Information or Personal Information relating to Agency Clients or officers, employees and contractors of the Agency from the premises of the Agency except where the Contractor has been expressly authorised to do so by the Agency;
   9. not copy (or allow the copying of) any Confidential Information or Personal Information relating to Agency Clients or officers, employees and contractors of the Agency;
   10. not copy to or store Confidential Information or Personal Information relating to Agency Clients or officers, employees and contractors of the Agency on any personal computer, mobile phone or any other electronic storage device capable of storing such Confidential Information or Personal Information which is not the property of the Agency.
3. In the event that the Contractor believes it is necessary for the Contractor to engage in one or more of the behaviours contemplated in clauses 16(f) – 16(j) of this Deed in order for the Contractor to effectively perform services for, or on behalf of, the Agency, the Contractor must first obtain the written authorisation of the Principal James Waltersprior to engaging in such behaviour.
4. Immediately upon the termination or cessation of the Contractor’s engagement with the Agency, the Contractor will:
   1. Return to the Agency all Personal Information relating to Agency Clients or officers, employees and contractors of the Agency and Confidential Information which is in the Contractor’s possession or control, including but not limited to computer equipment, written or machine readable material, mobile phones, disks or diaries and any copies of such items;
   2. Cease and desist from using the Confidential Information and Personal Information relating to Agency Clients or officers, employees and contractors of the Agency in any manner whatsoever;
   3. Remove or delete any part of the Personal Information relating to Agency Clients or officers, employees and contractors of the Agency or Confidential Information from any property remaining in Your possession or control, so long as the Contractor ensures that the Agency has the original or at least a copy of such material to otherwise be removed or deleted.
5. The Contractor will not, during the Contractor’s engagement by the Agency, or at any time thereafter, collect, use or disclose Confidential Information or Personal Information relating to Agency Clients or officers, employees and contractors of the Agency for the purpose of:
   1. Approaching or accepting any approach from any Agency Client with a view to dealing with or providing product or service which is competitive, in whole or in part, with any aspect of the Agency’s business; or
   2. Inducing, encouraging or soliciting any Agency Client or officer, employee or contractor of the Agency to terminate, restrict or interfere with their relationship with the Agency; or
   3. Counselling, procuring or assisting any person to do any of the acts referred to in this clause.
6. The Contractor will at all times hold the Agency indemnified against all fines, penalties, costs, actions, suits, claims or demands of whatsoever nature made against the Agency as a result of any breach by the Contractor of clauses 15 – 19 of this Deed.
7. The Contractor acknowledges that any breach by the Contractor of clauses 15 – 19 of this Deed will entitle the Agency to immediately terminate any written, oral or implied contract it may have with the Contractor. Notwithstanding the provisions of any such written, oral or implied contract, if the contract is terminated in reliance upon this clause 21, the Contractor will be entitled to payment only for services performed by the Contractor up until the date of termination.

|  |  |  |
| --- | --- | --- |
| **Executed as a deed** by [X] Pty Ltd (**Agency**)  In accordance with section 127 of the *Corporations Act 2001* (Cth) |  |  |
|  |  |  |
| Signature of Director/Secretary |  | Signature of Director/Secretary |
| Name of signatory |  | Name of signatory |
| Date |  | Date |

if Contractor is a corporation

|  |  |  |
| --- | --- | --- |
| **Executed as a deed** by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Contractor**)  In accordance with section 127 of the *Corporations Act 2001* (Cth) |  |  |
|  |  |  |
| Signature of Director/Secretary |  | Signature of Director/Secretary |
| Name of signatory |  | Name of signatory |
| Date |  | Date |

if Contractor is a natural person

|  |  |  |
| --- | --- | --- |
| **Signed, sealed and delivered**  by the Contractor in the presence of: |  |  |
| Signature of Witness |  | Your full name |
| Name of Witness |  | Date |
| Address of Witness | | |

**Annexure A**

insert Privacy Notice and Consent

**Annexure B**

insert Privacy Policy

**Annexure C**

**Privacy Consent**

I \_\_\_\_\_

(Full name)

of \_\_\_\_\_

(Residential Address)

acknowledge and understand that:

1. PRDnationwide Harvey Oatley may collect, use and disclose personal information about me for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (**Contractor**) engagement by the Agency, to facilitate the Agency’s internal business operations, and to fulfil the Agency’s legal obligations such as the payment of superannuation and taxation.
2. The types of personal information the Agency may collect, use or disclose about me includes:
   1. Full name;
   2. Contact details including but not limited to residential address, postal address, email address, home telephone number, mobile telephone number;
   3. Bank account details;
   4. Superannuation fund details;
   5. Australian business number;
   6. Tax file number;
   7. Dependants and next of kin;
   8. Details of any medical conditions relevant to the performance of my services for, or on behalf of, the Agency;
   9. Details of any medical conditions relevant to any workers compensation claims or public liability claims made by me against any Agency insurance policy.
3. The Agency may disclose personal information about me to:
   1. A related company of the Agency;
   2. Agency Clients;
   3. The Agency’s service providers who assist the Agency in operating its business (e.g. Insurance brokers and providers, IT providers); and
   4. Prospective purchasers of part or all of the Agency’s business.
4. Whenever it is reasonable or practicable to do so, the Agency will collect my personal information directly from me. Sometimes it will be necessary for the Agency to collect information from a third party or a publicly available source, such as my past or current employers, legal adviser or treating doctor.
5. The Agency may disclose my personal information to recipients within Australia or to overseas recipients. Should information be required to be sent interstate or overseas, the Agency will take steps to protect the privacy of my information.

I authorise staff and contractors of the Agency to obtain relevant information from, and release relevant information to, the parties as outlined in this document for the purpose of the Contractor’s engagement with the Agency*.* I understand that I can revoke my authority at any time. I acknowledge that if I revoke my authority, or if I decline to provide information as requested by the Agency, the Agency may be unable to engage me to perform services for, or on behalf of, the Agency.

I acknowledge that the Agency’s Privacy Policy contains information about how I may request access to, and correction of, my personal information, and about how I can complain about any privacy breach by the Agency.

|  |  |
| --- | --- |
| Signed: |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Date: |  |  | / |  |  | / | 2 | 0 |  |  |