

Example Authorisation Clauses

Below, are some example clauses that you can use to help meet your obligations to us to get authorization from the consumer.

We have set out some example clauses below that you can use to help meet your obligations to us (under sections 3.1(a) and (b) of our Terms and Conditions for Subscribers) to get authorisation from the consumer you are enquiring about. You need to ensure that you obtain your customers' authorisation before using our credit reporting service.

These example clauses are suggestions only. Please be aware that it is your responsibility to ensure you are complying with your obligations under the Privacy Act 1993.

If you want to use our credit reporting service to enquire about the consumer again in the future or to use associated services (such as e-Alert monitoring); this will affect the authorisation that you require from consumers.

The Code imposes obligations on Equifax to ensure that our credit reporting services are being properly accessed and not misused. In order to do this we may ask you for evidence about the authorisation you obtain from consumers. If we reasonable believe your authorisations do not meet your commitments to us, we may suspend your use of our services.

1. If you are obtaining one credit report about a consumer, you need the consumer to authorise as follows:

I [consumer name] understand that you [your company name] are asking me for personal information about me so as to use Equifax's credit reporting service to credit check me. I understand that:

- *Equifax will give you information about me for that purpose.*
- *You will give my personal information to Equifax and that Equifax will hold that information on their systems and use it to provide their reporting service.*
- *When other Equifax customers use the Equifax credit reporting service, Equifax may give the information to those customers.*
- *If I default in my payment obligations to you, information about that default may be given to Equifax, and Equifax may give information about my default to other Equifax customers.*

The Main points your Authorisation must cover are:

You are able to obtain an authorisation from the consumer worded as you see fit. However, every authorisation needs to cover the following points:

1. Confirmation the consumer understands Equifax gives you information you will use to credit check the consumer.
2. As part of that credit check, you give the consumer's information to Equifax. Equifax collects that information from you and uses it to update its credit reporting database.

3. Therefore, when other Equifax customers use the credit reporting service Equifax will give them the consumer's updated information.
4. If the consumer defaults in their payment obligations to you, the default information will be listed on the Equifax database and will therefore be disclosed to other Equifax customers when they use the credit reporting service.

2. For a credit provider who may also obtain credit reports later (for updating, reviewing accounts or debt collecting) or may use the e-Alert monitoring services:

I [consumer name] understand that you [your company name] are asking me for personal information about me so as to use Equifax's credit reporting service to credit check me. I understand that:

1. Equifax will give you information about me for that purpose.
2. You will give my personal information to Equifax and that Equifax will hold that information on their systems and use it to provide their reporting service.
3. When other Equifax customers use the Equifax credit reporting service, Equifax may give the information to those customers.
4. If I default in my payment obligations to you, information about that default may be given to Equifax, and Equifax may give information about my default to other Equifax customers.

You may use Equifax credit reporting services in the future for purposes related to the provision of credit to me. This may include using Equifax's monitoring services to receive updates if any of the information held about me changes.

3. Where you are not obtaining a credit report about the consumer, but you may list default information with Equifax if the consumer defaults.

I [consumer name] understand that if I default in my payment obligations to you [your company name], information about that default may be given to Equifax and Equifax may give information about my default to other Equifax customers.

4. Additional obligations under the Privacy Act 1993

If you are collecting information directly from the consumer, you must also ensure that you comply with the provisions of the Privacy Act, including Section 6, Information Privacy Principle 3.

A copy of Information Privacy Principle 3 is attached for your information.

To help you comply with these obligations we suggest you include the following:

1. Equifax Information Services and Solutions Limited is one of the intended recipients of the consumer's information.
2. The consumer is entitled to contact Equifax to access their personal credit information, and if it is incorrect, they may request correction. To contact Equifax, the consumer should visit their website at: www.mycreditfile.co.nz or write to Equifax at; **PO Box 912012, Victoria Street West, Auckland 1142**



3. Other information you will need to tell the consumer includes:
 - a. **Why you are collecting information;**
 - b. **The purpose you are collecting information for;**
 - c. **What the consequences are if the consumer does not provide you information;**
 - d. **Rights of access to and correction of information.**

We also have information on our website to help explain the purpose for which we collect information related to credit reporting, and the purpose for which we use and disclose that information. This can be found at www.equifax.co.nz



Information Privacy Principle 3 – Collection of information from subject

- (1) Where an agency collects personal information directly from the individual concerned, the agency shall take such steps (if any) as are, in the circumstances, reasonable to ensure that the individual concerned is aware of–
 - (a) The fact that the information is being collected; and
 - (b) The purpose for which the information is being collected; and
 - (c) The intended recipients of the information; and
 - (d) The name and address of–
 - (i) The agency that is collecting the information; and
 - (ii) The agency that will hold the information; and
 - (e) If the collection of the information is authorised or required by or under law, –
 - (i) The particular law by or under which the collection of the information is so authorised or required; and
 - (ii) Whether or not the supply of the information by that individual is voluntary or mandatory; and
 - (f) The consequences (if any) for that individual if all or any part of the requested information is not provided; and
 - (g) The rights of access to, and correction of, personal information provided by these principles.
- (2) The steps referred to in sub clause (1) of this principle shall be taken before the information is collected or, if that is not practicable, as soon as practicable after the information is collected.
- (3) An agency is not required to take the steps referred to in sub clause (1) of this principle in relation to the collection of information from an individual if that agency has taken those steps in relation to the collection, from that individual, of the same information or information of the same kind, on a recent previous occasion.
- (4) It is not necessary for an agency to comply with sub clause (1) of this principle if the agency believes, on reasonable grounds, –
 - (a) That non-compliance is authorised by the individual concerned; or
 - (b) That non-compliance would not prejudice the interests of the individual concerned; or
 - (c) That non-compliance is necessary–
 - (i) To avoid prejudice to the maintenance of the law by any public sector agency, including the prevention, detection, investigation, prosecution, and punishment of offences; or
 - (ii) For the enforcement of a law imposing a pecuniary penalty; or
 - (iii) For the protection of the public revenue; or
 - (iv) For the conduct of proceedings before any court or [tribunal] (being proceedings that have been commenced or are reasonably in contemplation); or
 - (d) That compliance would prejudice the purposes of the collection; or
 - (e) That compliance is not reasonably practicable in the circumstances of the particular case; or
 - (f) That the information–
 - (i) Will not be used in a form in which the individual concerned is identified; or
 - (ii) Will be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.

