18 September 2026

Privacy Reform Team
Attorney-General's Department
3-5 National Circuit
BARTON ACT 2600

Submitted via consultation portal

Dear Privacy Reform Team,

RE: Privacy Reform - Privacy Amendment (Personal Data Protection) Bill 2026

The Australian Collectors & Debt Buyers Association appreciates the opportunity to provide the attached Submission in response to the Privacy Reform consultation and the exposure draft Privacy Amendment (Personal Data Protection) Bill 2026.

ACDBA's principal concern is that the proposed definition of 'trade' may capture personal information which necessarily accompanies the lawful sale or assignment of a debt. If that issue is not resolved in the legislation, the consequences could extend beyond the debt purchase industry to the administration of receivables generally and to the continuity of protections provided to consumers.

Please do not hesitate to contact the writer to discuss any aspect of the Submission.

Yours sincerely,

Jacob Maiore
CEO of the AUSTRALIAN COLLECTORS & DEBT BUYERS ASSOCIATION
Email: ceo@acdba.com

Introduction

The Australian Collectors & Debt Buyers Association (**ACDBA**) welcomes this opportunity to comment on the Privacy Reform Consultation Paper and the exposure draft *Privacy Amendment (Personal Data Protection) Bill 2026 (Bill)*. ACDBA supports the stated objectives of strengthening privacy protection, providing greater certainty for regulated entities and improving the administration and enforcement of the *Privacy Act 1988 (Cth)*.

ACDBA was established in 2009 for the benefit of companies who collect, buy and/or sell debt. Our members (refer Appendix 1) represent the majority of the collection market in Australia and include specialist debt purchasers and contingent collection agencies operating throughout Australia.

ACDBA members purchasing regulated consumer credit contracts generally hold Australian Credit Licences and are members of the Australian Financial Complaints Authority (**AFCA**). As assignees of those contracts, they become directly involved in account administration, credit reporting, financial hardship, dispute resolution and enforcement. Contingent collection members perform similar functions on behalf of original creditors and other clients.

Respondents to ACDBA's most recent published Industry Data Survey reported ~4 million accounts with a combined value of ~$13.8 billion under collection. The Privacy Act is therefore not a peripheral compliance issue for the sector. It forms part of the legal framework governing the transfer, servicing and administration of a substantial body of Australian consumer and commercial accounts.[1]

This Submission does not address every proposal in the consultation paper. It concentrates on the provisions which materially affect debt sale, assignment, servicing and collection, and in particular the proposed definition of 'trade' and the new fair and reasonable test.

Response

ACDBA supports stronger controls where personal information is itself bought, sold or commercialised. Our principal concern is that proposed section 6FC is not confined to that conduct. Read with APP 4.2 and the proposed definition of consent, it may also apply where account information is transferred because the underlying debt or receivable has been sold or assigned.

That distinction is fundamental. A debt purchaser acquires an existing legal right and assumes the practical and regulatory responsibilities associated with administration of the account. The supporting information is required to establish what is owed, what has occurred on the account and how the consumer must be treated. It is not transferred for an unrelated use and is not a separate data product.

The issue cannot safely be left to guidance or to case-by-case complaint outcomes. The proposed provisions would apply to existing as well as future information holdings, while privacy and credit reporting questions are commonly dealt with through regulators and external dispute resolution before any point of law reaches a court. The legislation should therefore state clearly that ordinary debt and receivables transactions are not a trade in personal information.

ACDBA also remains concerned about the proposed fair and reasonable test. We accept the value of principles-based regulation, but the present drafting would make an open-ended fairness assessment a separate condition of every collection, use and disclosure. Greater statutory direction is required for lawful, non-voluntary relationships and for conduct already governed by the specific credit reporting regime.

1 Australian Collectors & Debt Buyers Association, Industry Data Survey 2024, https://acdba.com/data-survey/.

Schedule 2 - Handling of personal information

Trading in personal information

Proposed section 6FC defines a trade as a disclosure of personal information for money or other consideration, or for the purposes of direct marketing, subject to four carve-outs. Proposed APP 4.2 then prohibits an organisation from trading personal information unless the individual has consented or an exception applies.[2]

The consultation paper states that consideration is intended to bear its broad contractual meaning and to capture arrangements in which personal information is disclosed as part of an exchange. The definition is not confined to a transaction in which personal information is the sole or dominant subject of the bargain. That breadth is important when the provision is applied outside the data-brokerage and advertising settings which appear to be its principal policy focus.[3]

Application to debt and receivables transactions

In a debt sale, the purchaser acquires the creditor's contractual right to payment. Depending on the portfolio, the purchaser may also assume obligations relating to hardship, complaints, credit reporting, privacy, record keeping and enforcement. Those obligations cannot be performed by reference to a consumer's name and account balance alone.

The transaction requires controlled disclosure of account information before, at and after completion. A prospective purchaser must assess title, enforceability, balances, disputes, hardship arrangements, vulnerability indicators, limitation issues and compliance history. Following completion, information remains necessary for reconciliation, correction, audit, warranty and indemnity claims, repurchase arrangements and the investigation of later complaints.

The ACCC and ASIC Debt collection guideline expressly contemplates the sale and assignment of debts. Where a disputed debt is assigned, it states that the assignee should receive sufficient information to understand the background to the dispute and deal with it appropriately. A change of creditor should not cause relevant account history or consumer protections to disappear.[4]

On the wording proposed, however, the seller discloses that information under the same transaction by which it receives consideration for the receivables. There is a real risk that the disclosure could be characterised as being 'for' that consideration, notwithstanding that the subject of the sale is the receivable and the information is transferred to evidence and administer it.

The consequence would not be that the underlying obligation disappears. The assignment may remain effective at general law while the purchaser is unable to receive or use the records required to administer the account. That would increase the likelihood of incorrect balances, duplicated requests for information, interruption of hardship or family violence arrangements, and avoidable complaints. It would be an outcome contrary to the consumer protection purpose of the reforms.

The proposed carve-outs

None of the four proposed carve-outs provides a reliable answer for a standalone debt or receivables transaction. The requested product or service exception does not apply because the consumer has not requested the purchaser to acquire the account. The business takeover exception may assist where an entire business or part of one is acquired, but a standalone portfolio sale, forward flow arrangement or transfer between servicing structures is not necessarily a takeover of a business. The controller-processor exception does not fit a debt purchaser, which ordinarily acts as the new creditor for its own purposes. The fraud exception addresses different conduct.

The permitted general situation for the establishment, exercise or defence of a legal or equitable claim is also insufficient. Due diligence, sale, and ordinary account administration do not necessarily result in a

2 Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed s 6FC and Australian Privacy Principle 4.2.
3 Attorney-General's Department, Privacy Reform - Consultation Paper (2026), pp 15-16; Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed s 6FC(2)-(3) and Australian Privacy Principle 4.6.
4 Australian Competition and Consumer Commission and Australian Securities and Investments Commission, Debt collection guideline: for collectors and creditors (April 2021), pp 5-6, 27 and 29-30, available at https://www.accc.gov.au/system/files/Debt%20collection%20guideline%20for%20collectors%20and%20creditors%20-%20April%202021.pdf.

legal claim being filed. An established commercial transaction should not depend on extending an exception drafted for another purpose.

Assignment clauses, consent and legacy information

The Bill permits consent to be express or implied, but requires it to be voluntary, informed, current, specific and unambiguous. The new handling requirements would also apply after commencement to information acquired or created before commencement.[5]

Many credit contracts contain clauses authorising assignment and disclosure to an assignee. Those clauses may validly authorise an assignment and associated disclosure under the existing law. The question is whether a clause agreed years earlier, before the identity of any purchaser or the terms of any transaction are known, will also be accepted as current and specific consent to a statutory 'trade' in personal information. The Bill does not provide a reliable answer.

ACDBA does not contend that every existing assignment or privacy clause would fail the proposed consent test. We do contend that a market of this scale cannot be left to test that question contract-by-contract and complaint-by-complaint. Fresh consent is not a workable substitute. A portfolio may contain many thousands of accounts, including consumers who cannot be located, do not respond, dispute liability, are deceased or are represented. If consent is required, withholding or withdrawing it would effectively prevent the supporting records from accompanying an otherwise lawful assignment, even though the underlying obligation remains in place.

The application to legacy information makes the issue more acute. A transaction entered into after commencement may depend on contracts, notices and information collected many years earlier. It is not realistic to assume that historic documents were drafted to satisfy a future statutory definition of consent directed to a concept of 'trade' which did not then exist.

Why legislative certainty is required

This issue will not necessarily be resolved by an appellate court before it affects the market. Regulated entities must make compliance decisions in real time. An interpretation adopted by the OAIC, AFCA or another regulator would immediately affect transaction due diligence, contractual warranties, audit positions, insurance and financing arrangements. Sellers and purchasers could not reasonably continue to transact on the assumption that the interpretation might be overturned years later.

The potential reach is also broader than specialist debt purchase. The drafting is not limited to distressed consumer credit or to ACDBA members. It is capable of applying to any assignment, financing or securitisation of receivables in which supporting personal information is disclosed for consideration. Uncertainty of that kind could impede ordinary risk transfer, increase transaction costs and reduce the ability of complete account records and protections to follow the account.

The Government should not require the OAIC, AFCA and regulated entities to develop the boundary of the provision through complaints and transactional risk decisions when a precise statutory exclusion can resolve the issue without weakening the intended protection against data brokerage.

Recommended amendment

ACDBA respectfully submits that proposed section 6FC should include an additional exclusion in the following or similar terms:

> *A disclosure of personal information is not a trade if the disclosure is reasonably necessary for, or incidental to, the sale, assignment, transfer, novation, securitisation, financing, servicing, administration, collection or enforcement of a debt or receivable, including associated due diligence, valuation, completion, transition, correction, audit, warranty, indemnity, repurchase and subsequent transfer activities, where personal information is not itself the substantial object of the transaction or arrangement.*

For the sake of clarity, the Bill should also confirm that the validity or effectiveness of a lawful assignment is not dependent on consent to trade personal information and that records reasonably required to give effect to and administer the assignment may be transferred.

5 Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed s 6AAB and Schedule 2, item 13; Attorney-General's Department, Privacy Reform - Consultation Paper (2026), pp 8-9.

The proposed exclusion is deliberately confined. It would not authorise personal information to be sold as a separate commodity, used for an unrelated purpose or handled without the protections applying under the remainder of the Privacy Act, Part IIIA or the CR Code. It would ensure only that the transfer of a legal asset is not made impracticable because the records needed to administer it are treated as a separate data product.

Fair and reasonable handling of personal information

ACDBA does not support the proposed test in its present form. Proposed APP 3.1 would prohibit collection, use or disclosure unless it is both lawful and fair and reasonable in the circumstances. The consultation paper describes a holistic assessment by reference to a non-exhaustive list of factors, with no single factor being determinative.[6]

ACDBA recognises that a principles-based test can accommodate changing technology and practices. Our concern is the breadth and legal effect of this particular test. It would apply to every collection, use and disclosure, not only to high-risk, novel or exploitative conduct. The factors are unweighted, can point in different directions and are expected to be supplemented by regulatory guidance and decisions over time.

Debt collection demonstrates the difficulty. The relationship is ordinarily not initiated by the consumer and the consumer cannot opt out of administration of an existing lawful obligation. Information may need to be obtained indirectly to locate the consumer, confirm identity or investigate a dispute. Collection activity may also have a financial or emotional effect even where it is lawful, necessary, proportionate and conducted appropriately. The absence of genuine choice, indirect collection and the possibility of an adverse consequence are therefore not, without more, indicators of improper information handling.

The proportionality factor also requires closer attention. The Bill refers to any risk of harm and to benefits accruing to the individual or the APP entity. It does not expressly recognise benefits to another rights-holder, a guarantor, other credit providers, consumers generally or the proper operation of the credit system. The consultation paper describes the policy objective as preventing undue impact or unjustified harm. That qualification should appear in the legislation itself.

Describing the test as objective does not remove the prospect of inconsistent application. Different regulators, EDR decision-makers and courts may place different weight on reasonable expectations, transparency, choice, harm and proportionality. For consumers and regulated entities, the result may be that the practical content of the law is developed through complaints after commencement rather than being apparent from the statute at the time conduct occurs.

ACDBA raised the same contextual concern in its 2022 Privacy Act Review submission. We submitted that privacy law must recognise the non-voluntary nature of the collection relationship and preserve proportionate information handling required to complete transactions, give effect to or enforce contractual rights, comply with credit reporting obligations and resolve disputes.[7]

ACDBA submits that the Bill should:

- provide that information handling which is reasonably necessary and proportionate to administer, service, assign, collect or enforce a lawful obligation is not unfair merely because the individual did not initiate the relationship or has no genuine choice about the handling;
- refer to unjustified harm, rather than treating any risk of harm as weighing against the handling;
- recognise benefits to affected third parties and the proper operation of the credit and payments system, rather than only benefits to the individual or the APP entity;
- protect proportionate handling required for credit reporting, fraud prevention, hardship and vulnerability assistance, complaints and legal claims;
- protect agents acting as bailiffs, sheriffs, and other Court representatives; and
- ensure that material considerations are contained in legislation and are not expanded retrospectively through guidance.

6 Attorney-General's Department, Privacy Reform - Consultation Paper (2026), pp 10-15; Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed Australian Privacy Principles 3.1-3.3.
7 Australian Collectors & Debt Buyers Association, Submission in Response to the Review of the Privacy Act 1988 - Discussion Paper (January 2022), pp 3 and 6-8, available at https://acdba.com/assets/uploads/2024/06/ACDBA_Submission_AG_Privacy_Act_Review_Jan22.pdf.

If those matters cannot be addressed with sufficient certainty, ACDBA considers that the existing, more defined APP collection, use and disclosure requirements should be retained.

Interaction with Part IIIA and the CR Code

Part IIIA of the Privacy Act and the Privacy (Credit Reporting) Code 2025 (**CR Code**) establish a detailed regime for the collection, use, disclosure, correction, retention and security of credit information. The consultation paper acknowledges that not all consequential amendments and transitional provisions have been included in the exposure draft. The interaction between that specific regime and the proposed general APPs therefore cannot yet be assessed with confidence.

The final Bill should state clearly that conduct expressly required or permitted under Part IIIA and the CR Code is not independently prohibited because a decision-maker reaches a different conclusion under the general fair and reasonable test. The specific credit reporting provisions should prevail to the extent of any inconsistency.

The same concern arises in correction complaints. Information which is inaccurate, unlawful or incapable of substantiation should be corrected promptly. Equally, accurate information should not be altered simply because a broad fairness allegation is cheaper to resolve than to defend. ACDBA's 2024 submission to the Review of Australia's Credit Reporting Framework described members' experience with standardised credit repair complaints and the commercial pressure they can create.[8]

A general APP fairness ground should not become an alternative correction regime for information already governed by Part IIIA and the CR Code. If a different outcome is intended, it should be stated directly in legislation and supported by a clear explanation of how the two regimes are to operate together.

Notification of collection

Proposed APP 5 requires an entity to take reasonable steps to notify an individual of the fact and circumstances of collection and the purposes for which the information will be used or disclosed. ACDBA supports clear notice where it can be provided without creating a further privacy risk or prejudicing the purpose for which the information was collected. The qualification that an entity "*take such steps, if any, as are reasonable in the circumstances*" is therefore important, but further guidance is required for debt collection and tracing activity.[9]

Where a collector is attempting to locate a consumer, verify contact details or investigate a disputed account, notification before verified contact may be impracticable or counterproductive. It may alert a person to tracing activity before identity has been established, prejudice a fraud or identity theft investigation, or affect an existing legal or enforcement process. The concern is not that notice may make collection less convenient. It is that immediate notice can undermine the lawful purpose for which the information was collected.

There is also a risk that notification will itself disclose information improperly. A notice sent to an unverified address, telephone number or email account may reveal the existence of a debt or collection activity to a family member, employer, neighbour or other third party. Requiring detailed disclosure of the circumstances or source of collection may identify a person who assisted with location enquiries, expose confidential information, or create a safety concern, including in circumstances involving family violence or financial abuse.

ACDBA considers that APP 5 should expressly permit notice to be delayed, modified or, in limited cases, omitted where the entity reasonably believes that notice would materially prejudice lawful recovery, a fraud or identity theft investigation, legal proceedings, or the safety or privacy of another person. Any exception should be directed to the particular risk and should not operate as a general exemption from transparency.

Where the reason for delay has ceased, notice should ordinarily be given at the first verified direct contact or as soon as practicable afterwards. The entity should be permitted to describe the source and

8 Australian Collectors & Debt Buyers Association, Submission in Response to the Review of Australia's Credit Reporting Framework - Issues Paper (31 May 2024), pp 4 and 9-10, available at https://acdba.com/assets/uploads/2024/06/ACDBA-Submission-Credit-Reporting-Framework-Review-Final.pdf.

9 Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed Australian Privacy Principle 5; Attorney-General's Department, Privacy Reform - Consultation Paper (2026), pp 17-18.

circumstances of collection in general terms where further detail would expose another person or compromise an ongoing matter. ACDBA recommends that these circumstances be addressed expressly in the legislation or supporting OAIC guidance, building on the position taken in our 2022 submission.

Direct marketing

The legislation or explanatory materials should confirm that ordinary account administration and collection communications are not direct marketing. Payment reminders, statutory notices, repayment or settlement proposals, hardship information, fraud enquiries, credit reporting notices and communications concerning an existing obligation are not advertising or marketing material merely because personal information is used to address them to the correct person.

Schedule 3 - Data security

Retention and destruction

ACDBA supports the destruction or de-identification of information which is genuinely no longer required. Proposed APP 11.2, however, links the concept of need to a purpose for which the entity may use or disclose the information under the APPs. Uncertainty in the scope of APP 3 may therefore also create uncertainty about lawful retention.

An account may need to be explained years after active collection has ceased. Legitimate retention purposes include limitation periods and anticipated litigation; IDR, AFCA and OAIC complaints; proof of assignment, notices, payments, arrangements and hardship treatment; credit reporting correction; fraud prevention and identity verification; regulatory audit; seller warranties, indemnities and repurchase rights; and records needed to explain a decision made earlier in the account lifecycle.

APP 11 should make clear that information remains needed where it is reasonably required for those purposes. Practical provision should also be made for backup records where deletion of an individual record is technically impossible or disproportionately burdensome, provided the records remain secure and are not returned to active use except where necessary for restoration, legal compliance or a properly identified dispute.

Sensitive information concerning hardship, disability, family violence or financial abuse may also need to follow an account so that an existing protection continues. A consumer should not be required to repeat traumatic circumstances each time an account is transferred or a new servicer is appointed.

Notifiable data breaches

The proposed 72-hour reporting period begins when an entity has reasonable grounds to believe that an eligible data breach has occurred, rather than when an incident is merely suspected. That distinction is important. ACDBA also supports prompt notification to affected individuals where the available information enables them to take meaningful protective action. The ability to provide an incomplete statement and update it as the investigation develops is preferable to requiring an entity to state matters which cannot yet be established with confidence.[10]

Members have nevertheless raised concern about the practical effect of requiring an OAIC statement during the first days of a serious incident. At that stage, the personnel with the relevant knowledge are commonly engaged in containing access, securing systems and accounts, preserving evidence, establishing what information is involved and identifying measures to reduce harm. The same technical, privacy, legal, management and executive personnel may be required to prepare and approve the notification, often in consultation with clients, insurers and external advisers.

This concern is not directed at avoiding regulatory notification. It is that a fixed reporting task may compete with the separate obligation in the Bill to take reasonable steps, as soon as practicable, to prevent or reduce harm. The proposed statement must describe the breach, identify the information involved, recommend steps individuals should take and explain the entity's response. Those matters may remain unsettled while forensic work is continuing, and an incomplete statement still requires review and may need to be corrected or supplemented shortly afterwards.

10 Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed ss 26WDA-26WL; Attorney-General's Department, Privacy Reform - Consultation Paper (2026), pp 23-26.

Repeated preliminary notifications may also reduce their usefulness. Individuals should be told promptly where verified information enables them to protect themselves. However, requiring every developing detail or correction to be communicated may create confusion and make it more difficult for recipients to identify the advice on which they should act. Updates to individuals should therefore be required where a change is material to the risk or to the protective action recommended, rather than for every change made to the regulatory statement.

Members have also distinguished between the operational and regulatory roles of relevant agencies. Their experience is that early engagement with the Australian Signals Directorate's Australian Cyber Security Centre can provide practical assistance while containment and remediation are underway. The OAIC's oversight and investigative role remains important, but preparation of a detailed regulatory statement should not divert the same incident-response personnel from urgent work directed to reducing harm.

ACDBA recommends a staged process. An initial OAIC notice within 72 hours could identify the entity, confirm that it has reasonable grounds to believe an eligible breach has occurred, provide a contact point and include the verified information then available. The balance of the prescribed information should be provided as soon as practicable after the entity has had a reasonable opportunity to investigate. The Commissioner should also be able to allow additional time where the entity can demonstrate that the relevant personnel are actively engaged in containment, remediation or direct measures to protect affected individuals.

The framework should also accommodate incidents involving several regulated entities. An originating creditor, debt purchaser, collection agency, credit reporting body and technology provider should not each be required to issue overlapping or inconsistent notices about the same event. One entity should be able to act as lead notifier, with the Bill or explanatory materials clearly addressing coordination, allocation of responsibility, information sharing and when a processor's knowledge is attributed to a controller.

Schedule 6 - Information processors

ACDBA supports clearer allocation of responsibility between controllers and processors. A contingent collection agency may act as a processor for some functions, while a debt purchaser will ordinarily act as the new creditor and controller. The distinction should turn on the purpose and authority under which particular information handling occurs, rather than the general description of the entity's business.[11]

The proposed framework only applies where both parties are APP entities and the processor acts in accordance with documented instructions. Further consideration is required for mixed roles, operational discretion, subprocessors, field and legal service providers, and arrangements where the instructing creditor is exempt from the Act. Existing agreements will also require sufficient time to be reviewed and, where appropriate, converted into documented instructions which accurately reflect the parties' responsibilities.

OAIC powers and efficiency

ACDBA supports the proposal that an individual generally raise a privacy concern with the relevant entity before approaching the OAIC. A response already provided through IDR under RG 271, the CR Code or another applicable framework should satisfy that requirement and should not need to be duplicated in a separate privacy process.

The legislation should also avoid concurrent OAIC and AFCA proceedings concerning substantially the same conduct and remedy. A complaint should identify the act or practice challenged, the information involved, the factual and legal basis of the allegation, the outcome of prior engagement and the remedy sought. Those requirements will be particularly important if the fair and reasonable test remains broad enough to support allegations which do not identify a breach of a more specific obligation.

11 Privacy Amendment (Personal Data Protection) Bill 2026 (exposure draft), proposed s 16D and Schedule 6; Attorney-General's Department, Privacy Reform - Consultation Paper (2026), p 37.

Consultation and commencement

The consultation paper states that further consequential amendments, application provisions and transitional provisions will be incorporated once settled. Those provisions are material to Part IIIA, existing APP codes, controller and processor arrangements, legacy contracts and information acquired before commencement.[12]

ACDBA recommends that a complete second exposure draft, explanatory memorandum and proposed consequential amendments be released for consultation before the Bill is introduced. Targeted engagement should include debt purchasers, contingent collection agencies, originating creditors, credit reporting bodies, consumer representatives and privacy specialists.

A minimum implementation period of 12 months should apply after the legislation and final OAIC guidance are available. Firms will need to review contracts, privacy notices, processor instructions, transaction documents, systems, retention arrangements, complaint processes and staff training. The trade issue itself must be resolved in the legislation before commencement; it cannot be cured by guidance if the Act characterises the transaction as a prohibited trade.

Conclusion

ACDBA supports the objective of preventing personal information from being commercialised without appropriate protection. The sale of a debt and transfer of the records reasonably required to assess, complete and administer that transaction is materially different conduct and should be treated as such in the Bill.

Omissions in the present drafting create a serious risk of unintended consequences for the functioning of a legally transferable asset class to which personal information necessarily attaches. A legal assignment may be valid while the associated information transfer is found to be a trade requiring consent that historic contracts do not satisfy. One adverse regulatory or EDR interpretation could affect transaction practice across a substantial market long before the issue is resolved by a court.

An express exclusion is the appropriate solution. It can preserve the intended protection against data brokerage while ensuring that complete account records, hardship arrangements, vulnerability protections and complaint history follow a lawful assignment. It would also avoid unnecessary regulatory disputes and provide the certainty which the reform package is intended to achieve.

The fair and reasonable test likewise requires clearer statutory boundaries. Lawful and proportionate account administration should not depend on an open-ended assessment developed principally through later guidance and complaint outcomes. The matters identified in this Submission should be addressed in a complete second exposure draft before the Bill proceeds.

For further information, please contact Jacob Maiore, CEO, at ceo@acdba.com or on 02 4925 2099.

12 Attorney-General's Department, Privacy Reform - Consultation Paper (2026), p 2.

Appendix 1

Members of Australian Collectors & Debt Buyers Association

- Arbor Knot Holdings Pty Ltd
- Axess Recoveries & Collections Pty Ltd
- CCC Financial Solutions Pty Ltd
- Charter Mercantile Pty Ltd
- Credit Corp Group Limited (ASX: CCP)
- PRA Australia Pty Ltd (NASDAQ: PRAA)
- Recoveries Corporation Pty Ltd
- Standard8 Advisory Pty Ltd
- Strategic Collections Pty Ltd

Affiliate Members of Australian Collectors & Debt Buyers Association

- Acceleon
- Collect!
- CreditSoft Solutions
- Equifax
- Experian Australia
- TaleFin Australia
- TCN