



# WHISTLE-BLOWER PROTECTION POLICY

## 1 Purpose

- (1) Jolimont Development Finance Pty Ltd and each related body corporate (collectively and individually, the **Winslow Group**) recognises the value in developing and fostering a culture of corporate compliance, ethical decision-making and protecting **eligible whistle-blowers** who make **protected disclosures** from suffering **detriment**.
- (2) The purpose of this policy is to:
  - (1) prevent and detect **disclosable matters**.
  - (2) outline the process by which a **protected disclosure** may occur, including how and to whom a **protected disclosure** should be made.
  - (3) outline the process by which the Winslow Group will investigate **protected disclosures**.
  - (4) inform **eligible whistle-blowers** who make **protected disclosures** about the protections from **detriment**; and
  - (5) outline the process for fair treatment of persons to whom a **protected disclosure** relates or mentions.

## 2 Scope

- (1) This policy applies to all employees and officers of the Winslow Group.
- (2) This policy will be made available to all employees and officers of the Winslow Group via the Winslow Intranet site.

## 3 What is a protected disclosure?

A disclosure of information by an individual will be a **protected disclosure** for the purposes of this policy if:

- (1) the discloser is an **eligible whistle-blower**; and
- (2) the disclosure is made to an **eligible recipient** (which could be done orally or in writing); and
- (3) the disclosure is of a **disclosable matter**.



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## 4 Disclosable matters

### 4.1 What is a disclosable matter?

A **disclosable matter** is a disclosure of information by an **eligible whistle-blower**:

- (1) where the **eligible whistle-blower** has reasonable grounds to suspect that the information concerns misconduct or an improper state of affairs or circumstances (including but not limited to dishonest conduct, unlawful conduct, corruption or fraud) in relation to the Winslow Group or a related body corporate of the Winslow Group; or
- (2) where the **eligible whistle-blower** has reasonable grounds to suspect that the information indicates that the Winslow Group, a related body corporate of the Winslow Group, or an officer or employee of the Winslow Group or a related body corporate of the Winslow Group, has engaged in conduct that:
  - (1) contravenes any provisions of the *Corporations Act 2001*, *ASIC Act 2001*, *Banking Act 1959*, *Financial Sector (Collection of Data) Act 2001*, *Insurance Act 1973*, *Life Insurance Act 1995*, *National Consumer Credit Protection Act 2009*, *Superannuation Industry (Supervision) Act 1993* or an instrument or regulation made under any of those Acts; or
  - (2) contravenes any other law of the Commonwealth that is punishable by imprisonment for 12 months or more; or
  - (3) represents a danger to the public or the financial system.  
or
- (3) in relation to a disclosure about affairs of the Winslow Group or an **associate** of the Winslow Group (within the meaning of section 318 of the *Income Tax Assessment Act 1936*) (**associate**) relating to any tax imposed by or under, or assessed or collected under, a law administered by the Commissioner of Taxation (**tax affairs**):
  - (1) that is made to an **eligible recipient** referred to in clause 6(2), where the **eligible whistle-blower**:
    - (1) has reasonable grounds to suspect that the information indicates misconduct, or an improper state of affairs or circumstances, in relation to the **tax affairs** of the Winslow Group or an **associate**; and
    - (2) considers that the information may assist the **eligible recipient** to perform functions or duties in relation to the **tax affairs** of the Winslow Group or an **associate**; or
  - (2) that is made to the Commissioner of Taxation, where the **eligible whistle-blower** considers that the information may assist the Commissioner of Taxation to perform their functions or duties in relation to the **tax affairs** of the Winslow Group or an **associate**.



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## 4.2 Personal work-related grievances

Personal work-related grievances of an **eligible whistle-blower**:

- (1) are not **disclosable matters**, and are therefore not **protected disclosures**, except to the extent that they concern **detriment** to the **eligible whistle-blower** in contravention, or alleged contravention, of clause 9.3;
- (2) arise where the information disclosed:
  - (1) concerns a grievance about any matter in relation to the **eligible whistle-blower's** employment, or former employment, having (or tending to have) implications for the **eligible whistle-blower** personally. For example, this includes, but is not limited to:
    - (1) interpersonal conflicts;
    - (2) decisions relating to the engagement, transfer or promotion of the **eligible whistle-blower**;
    - (3) decisions relating to the terms and conditions of the **eligible whistle-blower's** engagement;
    - (4) decisions to suspend, discipline or dismiss the **eligible whistle-blower**; or
    - (5) conduct (or alleged conduct) in respect of workplace bullying, harassment, sexual harassment or discrimination;and does not:
  - (2) have significant implications for the Winslow Group (or another organisation regulated by whistle-blower protection laws) that are unrelated to the **eligible whistle-blower**; and
  - (3) relate to conduct (or alleged conduct) set out in clauses 4.1(2)(1), 4.1(2)(2) or 4.1(2)(3).

## 5 Who is an eligible whistle-blower?

An individual will be an **eligible whistle-blower** if they are, or have been:

- (1) an officer of the Winslow Group;
- (2) an employee of the Winslow Group;
- (3) an individual who supplies services or goods to the Winslow Group;
- (4) an employee of a person that supplies services or goods to the Winslow Group (paid or unpaid);
- (5) an individual who is an **associate** of the Winslow Group (within the meaning of the *Corporations Act 2001 (Cth)*); or





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- (6) a relative, dependant or spouse of an individual referred to in any of clauses 5(1) to 5(5).

## 6 Who is an eligible recipient?

- (1) For **disclosable matters** referred to in clauses 4.1(1) or 4.1(2), each of the following is an **eligible recipient** to whom an **eligible whistle-blower** may make a **protected disclosure**:
- (1) TreMac Investigations, which is an external, independently operated investigative service appointed by the Winslow Group. TreMac Investigations has specific expertise in receiving and investigating **protected disclosures** on both a confidential and anonymous basis. Further information on how to make a **protected disclosure** to TreMac Investigations is at clause 6(3);
  - (2) a senior manager or an officer of the Winslow Group or of a related body corporate of the Winslow Group which, for the avoidance of doubt, includes the Winslow Group's Executive General Manager, General Manager Commercial, and General Manager Corporate Affairs. Up to date contact details for those individuals are set out on the Winslow Group's intranet;
  - (3) an auditor, a member of an audit team conducting an audit, or an actuary, of the Winslow Group or a related body corporate of the Winslow Group;
  - (4) ASIC, APRA or a Commonwealth authority; or
  - (5) where the **eligible whistle-blower** is disclosing for the purpose of obtaining legal advice or legal representation in relation to the operation of relevant whistle-blower legislation - a legal practitioner.
- (2) For **disclosable matters** referred to in clause 4.1(3) (in relation to **tax affairs**), each of the following is an **eligible recipient** to whom an **eligible whistle-blower** may make a **protected disclosure**:
- (1) the **eligible recipients** listed in clauses 6(1)(1), 6(1)(2) and 6(1)(5);
  - (2) an auditor, or a member of an audit team conducting an audit, of the Winslow Group;
  - (3) a registered tax agent or BAS agent who provides tax agent or BAS services to the Winslow Group;
  - (4) any other employee or officer of the Winslow Group who has functions or duties that relate to the **tax affairs** of the Winslow Group; or
  - (5) where the **eligible whistle-blower** considers that the information may assist



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the Commissioner of Taxation to perform their functions or duties in relation to the Winslow Group's **tax affairs** – the Commissioner of Taxation.

- (3) For the purposes of clause 6(1)(1), eligible whistle-blowers may make **protected disclosures** to TreMac Investigations via the contact details below:
- E-mail: [winslow@tremac.net.au](mailto:winslow@tremac.net.au).
  - Address: PO Box 369, Eltham 3095.
  - Phone: 1300 094 675

## 7 Emergency and public interest disclosure

Clause 7 does not apply to **disclosable matters** that relate to **tax affairs**.

### 7.1 Emergency disclosure

An **eligible whistle-blower** may make an **emergency disclosure** to a Member of Parliament or a journalist where:

- (1) they have already made a **protected disclosure** to ASIC, APRA or a commonwealth authority; and
- (2) they have reasonable grounds to believe that the information disclosed concerns a substantial and imminent danger to the health or safety of either:
  - (1) one or more persons; or
  - (2) to the natural environment; and
- (3) they have notified the entity to which they made the **protected disclosure** that they intend to make an **emergency disclosure**; and
- (4) the extent of the information disclosed in the **emergency disclosure** is no greater than necessary to inform the recipient of the substantial and imminent danger.

### 7.2 Public interest disclosure

An **eligible whistle-blower** may make a **public interest disclosure** to a Member of Parliament or a journalist where:

- (1) they have already made a **protected disclosure** to ASIC, APRA or a Commonwealth authority;
- (2) at least 90 days have passed since the **protected disclosure**;





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- (3) they do not have reasonable grounds to believe that action has been or is being taken to address the matters to which the **protected disclosure** related;
- (4) they have reasonable grounds to believe that making the **public interest disclosure** in accordance with clause 7.2 would be in the public interest;
- (5) after the period referred to in clause 7.2(2), they have notified the entity to which they made the **protected disclosure** that they intend to make a **public interest disclosure**; and
- (6) the extent of the information disclosed in the **public interest disclosure** is no greater than necessary to inform the recipient of the **disclosable matters**.

## 8 Investigation of protected disclosures

### 8.1 Investigation of protected disclosures made to the Winslow Group

- (1) The investigation procedure set out in clause 8.1 applies where an **eligible whistle-blower** discloses a **disclosable matter** to an **eligible recipient** listed in clause 6(1)(1), 6(1)(2) or 6(2)(4).
- (2) In carrying out their obligations under clause 8.1, all persons must ensure they do not breach the confidentiality requirements in clause 9.1(2).
- (3) As soon as reasonably practicable after the **eligible recipient** receives a **disclosable matter**, the eligible recipient must:
  - (1) provide the **eligible whistle-blower** with the protections set out in clause 9 on an interim basis until the investigation in clause 8.1(5)(1) is finalised; and
  - (2) ask the **eligible whistle-blower** if they consent to the **eligible recipient** disclosing their identity, or information that may identify them, to:
    - (1) the individuals occupying the positions listed in clauses 8.1(4)(1) to 8.1(4)(3);
    - (2) the person(s) and/or entity investigating the **disclosable matter**; and/or
    - (3) any other parties involved in the investigation of the **disclosable matter**, such as witnesses.
- (4) Within a reasonable period of receipt of the **disclosable matter**, the **eligible recipient** must inform an individual occupying one of the following positions of the nature and substance of the **disclosable matter**:





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- (1) Managing Director;
- (2) Chief Executive Officer; or
- (3) General Manager Employee Relations; or
- (4) Commercial General Manager; or
- (5) Executive General Manager.

If the **disclosable matter** involves information about an individual occupying one of the positions listed in clause 8.1(4)(1), 8.1(4)(2), 8.1(4)(3), 8.1(d)(iv) or 8.1(d)(v) the **eligible recipient** is not to inform that individual of the **disclosable matter**. The **eligible recipient** should inform TreMac Investigations if necessary.

- (5) The individual informed under clause 8.1(4) will take all necessary steps to facilitate an investigation into:
  - (1) whether the **eligible whistle-blower** disclosed a **disclosable matter** to an **eligible recipient**; and
  - (2) whether the **protected disclosure** is substantiated, partly substantiated, or unsubstantiated.
- (6) An investigation under clause 8.1(5):
  - (1) will generally be undertaken externally by TreMac Investigations but may be undertaken internally. Where appropriate, the investigation may be undertaken under client legal privilege;
  - (2) will be undertaken with the purpose of gathering all relevant evidence and in accordance with the rules of natural justice; and
  - (3) will be undertaken in a confidential manner, including compliance with the confidentiality requirements in clause 9.1(2). Information about the **disclosable matter** will only be disclosed where necessary in order for an investigation to proceed effectively.
- (7) Where it is found under clause 8.1(5)(1) that the **eligible whistle-blower** disclosed a **disclosable matter** to an **eligible recipient**, then a **protected disclosure** is made out and the **eligible whistle-blower** will be afforded the protections in clause 9 on an ongoing basis.
- (8) If a **protected disclosure** is made and it relates to or mentions an employee or officer of the Winslow Group, the Winslow Group (or, where necessary, TreMac Investigations) will ensure the fair treatment of the employee or officer by:
  - (1) to the extent possible given the requirements set out in clause 9.1(2), making the employee or officer aware of the nature of the allegations relating to or



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mentioning them and updating the employee or officer on the progress of the investigation;

- (2) giving the employee or officer an opportunity to respond to the allegations relating to or mentioning them; and
- (3) making the employee or officer aware of EAP services available to them.

## 8.2 Investigation of protected disclosures made to TreMac Investigations

- (1) At the time that TreMac Investigations receives a **disclosable matter**, it must ask the **eligible whistle-blower** for their consent to disclose the **eligible whistle-blower's** identity, and information that may identify them, to:
  - (1) the individuals occupying the positions listed in clauses 8.1(4)(1) to 8.1(4)(3); or
  - (2) the person(s) and/or entity investigating the **protected disclosure**; or
  - (3) any other parties involved in the investigation of the **protected disclosure**, such as witnesses.
- (2) Within a reasonable period of receipt of a **disclosable matter**, TreMac Investigations will prepare a report setting out the details of the **disclosable matter** (and the **whistle-blower's** consents given in accordance with clause 8.2(1), if any) and provide this report to an individual occupying one of the positions referred to in clauses 8.1(4)(1) to 8.1(4)(3).
- (3) The individual who receives the report provided in clause 8.2(1) must then facilitate an investigation into the **disclosable matter** using the process set out in clauses 8.1(5) to 8.1(8).

## 9 Protections for eligible whistle-blowers who make protected disclosures

### 9.1 Protection of identity

- (1) An **eligible whistle-blower** who makes a **protected disclosure** is not required to identify themselves to the Winslow Group or anyone else in order to be protected under this policy or the law.
- (2) If a person obtains information as a result of a **protected disclosure** that identifies or is likely to identify the **eligible whistle-blower**, that person must not disclose that information to any person except:
  - (1) with the **eligible whistle-blower's** consent; or
  - (2) to a legal practitioner for the purpose of obtaining legal advice or legal



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- representation in relation to the operation of relevant whistle-blower protection legislation; or
- (3) to ASIC, APRA or the AFP; or
  - (4) if the **protected disclosure** relates to **tax affairs** - to the Commissioner of Taxation; or
  - (5) to any government authority for the purpose of assisting the authority in the performance of its functions or duties, as long as it has also been disclosed to ASIC, APRA or the AFP (or, if the **protected disclosure** relates to **tax affairs**, the Commissioner of Taxation).
- (3) However, a person may disclose information (other than the actual identity of the **eligible whistle-blower**) if reasonably necessary for the purposes of investigating a matter that is relevant to the **protected disclosure** and if the person takes all reasonable steps to reduce the risk that the **eligible whistle-blower** will be identified as a result.
- ## 9.2 Protection from certain liability
- (1) An **eligible whistle-blower** will not be subject to any civil, criminal or administrative liability for making a **protected disclosure**.
  - (2) However, this does not prevent an **eligible whistle-blower** from being subject to any civil, criminal or administrative liability for conduct of the **eligible whistle-blower** that is revealed by the **protected disclosure**.
  - (3) The Winslow Group will not exercise any contractual right, or seek any contractual remedy, against an **eligible whistle-blower** on the basis that the **eligible whistle-blower** made the **protected disclosure**, including termination of contract.
  - (4) If the **protected disclosure** is made to the Commissioner of Taxation or is a **public interest disclosure** or an **emergency disclosure**, the information contained in the **protected disclosure** is not admissible in evidence against the person in criminal proceedings or in proceedings for the imposition of a penalty.

## 9.3 Protection from detriment

- (1) An **eligible whistle-blower** must not suffer **detriment** or be otherwise disadvantaged in reprisal for making a **protected disclosure**.
- (2) Specifically, no one may cause or threaten to cause **detriment** to another person because they believe or suspect that any person may have made, proposes to make, or could make a **protected disclosure**.





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(3) **Detriment** includes (but is not limited to):

- (1) dismissal of an employee;
- (2) injury of an employee in their employment;
- (3) alteration of an employee's position or duties to their disadvantage;
- (4) discrimination between an employee and other employees;
- (5) harassment or intimidation of a person;
- (6) harm or injury to a person, including psychological harm;
- (7) damage to a person's property;
- (8) damage to a person's reputation;
- (9) damage to a person's business or financial position; and
- (10) any other damage to a person.

(4) The Winslow Group will take all reasonable steps to protect **eligible whistle-blowers** who make **protected disclosures** from suffering **detiment** including by:

- (1) ensuring all individuals and entities referred to in clause 6(1)(1), 6(1)(2) and 6(2)(4) are trained to identify and report behaviour that causes **detiment**. and
- (2) enabling **eligible whistle-blowers** to make a complaint to any of the individuals referred to in clause 6 if they believe they have suffered **detiment**.

## 9.4 Compliance with protections for eligible whistle-blowers

An employee or officer of the Winslow Group who fails to comply with clause 9.1(2), 9.3(1) or 9.3(2) may be subject to disciplinary action up to and including termination of employment. Such a person may also be in breach of the law, which may result in:

- (1) civil liability to pay compensation, damages and/or a penalty; and/or
- (2) criminal liability to pay penalties and/or a maximum of two years' imprisonment.

## 10 Malicious disclosures

This policy provides employees and officers of the Winslow Group with an avenue to raise legitimate and serious concerns about **disclosable matters**. It is unacceptable for the Winslow





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Group employees and officers to make malicious or false disclosures, or to knowingly provide false or misleading information regarding a disclosure. The making of a malicious or false disclosure or the provision of knowingly false or misleading information may be subject to disciplinary action up to and including termination of employment.

## 11 Training

The Winslow Group will carry out training for **eligible recipients** within the Winslow Group on how to respond to **protected disclosures**.

## 12 Review and amendment

This policy will be periodically reviewed (and, if necessary, amended) by the Winslow Group to ensure it is operating efficiently and complies with applicable legislation.

**TREVOR LOCKWOOD**  
**Chief Executive Officer**

Date: 01/07/2023



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