

Whistleblower Policy

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Policy Contact:	policies@destinyrescue.org
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Applies To:	DRA Staff (previous and present), Contractors, Suppliers, Business Partners (including relative, dependant or spouse of aforementioned)

1. Purpose

- 1.1. Destiny Rescue Australia (DRA) acknowledges that systems for encouraging and protecting people who disclose wrongdoing are vital to support its value of Integrity, as well as good governance and freedom from corruption within the organisation.
- 1.2. A whistleblower is a person who in good faith reports improper conduct through appropriate channels. This conduct may include dishonest, illegal, unethical, a breach of local legislation, and/or actual or suspected fraud.
- 1.3. DRA defines a Whistleblower as:
 - 1.3.1. A person being a director, manager, employee or contractor of an entity who, whether anonymously or not attempts to make or wishes to make a report in connection with reportable conduct and where the Whistleblower wishes to avail themselves of protection against reprisal for having made the report. A Whistleblower may or may not wish to remain anonymous. (*Australia Standard 8004-2003*)

- 1.4. As a company limited by guarantee under the Corporations Act 2001, DRA eligible whistleblowers (as defined) (hereafter 'Whistleblowers') are afforded legal whistleblowing protections which include criminal and civil penalties for a person causing or threatening to cause detriment to a Whistleblower, or breaching a Whistleblower's confidentiality
- 1.5. DRA is committed to creating an open channel for its staff or otherwise to report concerns or suspect activity.
- 1.6. DRA encourages the disclosure of suspect conduct and will ensure the protection of those who report such activity.

2. Scope

- 2.1. Who qualifies for Whistleblowing Protection. Legal whistleblowing protection under the Corporations Act and this policy will be afforded to an individual who is, or has been, any of the following in relation to DRA:
 - 2.1.1. An officer or employee (for example current and former employees who are permanent, part-time, fixed-term or temporary, interns, secondees, managers, and directors);
 - 2.1.2. A supplier of services or goods to DRA (whether paid or unpaid), including their employees (for example current and former contractors, consultants, service providers and business partners);
 - 2.1.3. An associate of DRA; and
 - 2.1.4. A relative, dependant or spouse of an individual identified above (for example relatives, dependants or spouse of current and former employees, contractors, consultants, service providers, suppliers and business partners).
- 2.2. ("an Eligible Whistleblower") where the Eligible Whistleblower has made:
 - 2.2.1. A disclosure of information relating to a Disclosable Matter (as defined) directly to an Eligible Recipient or to ASIC or another Commonwealth body prescribed by regulation;
 - 2.2.2. A disclosure to a legal practitioner for the purposes of obtaining legal advice or legal representation about the operation of the whistleblower provisions in the Corporations Act; or
 - 2.2.3. An Emergency Disclosure or Public Interest Disclosure to a journalist or member of Commonwealth, state or territory parliaments (parliamentarians), under certain circumstances.

3. Policy Statement

- 3.1. DRA is committed to creating an environment of trust where DRA personnel, suppliers (including contractors) and DRA-funded partners feel safe in disclosing wrongdoing at any level of the organisation, knowing their disclosure will be treated fairly and confidentially, responded to quickly and supportively; and they will be protected, both by law and DRA.
- 3.2. At DRA we give an undertaking to all Whistleblower's that we will not take action against them for reporting and we clearly state that all reports will be kept confidential and secure.
- 3.3. A Whistleblower who reports, or seeks to make a report, will be given a guarantee of anonymity if this is desired by the Whistleblower. This provision is subject to circumstances in which the law requires the disclosure of the identity of the Whistleblower in legal proceedings.
- 3.4. Any person who reports reportable conduct as defined by this procedure must not be personally disadvantaged for having made the report by:
 - 3.4.1. Dismissal;
 - 3.4.2. Demotion;
 - 3.4.3. Any form of harassment;
 - 3.4.4. Discrimination; or
 - 3.4.5. Current or future bias
- 3.5. An exception to the above rule: If determined that the whistleblower is deliberately making false claims they will be subject to disciplinary action.

4. Procedures and Processes

4.1. Reporting:

- 4.1.1. The role of the Whistleblower Protection Officer (WPO) is to investigate the substance of any reports and to safeguard the interests of the Whistleblower.
- 4.1.2. The WPO has direct unfettered access to independent financial, legal and operational advisers as required, and a direct line of reporting to the CEO as needed.
- 4.1.3. WPO: Chris Gribble - chris.gribble@destinyrescue.org
- 4.2. On the basis of sufficient evidence in support of matters raised in a report, the WPO determines whether to refer reports for further action or refute these where necessary.

- 4.3. The WPO is to ensure that the Whistleblower is kept informed of the outcomes of the investigation of his/her report, subject to the considerations of privacy of those against whom the allegations are made.
- 4.4. We aim to ensure all employees are continuously aware of who our WPO is, and the alternative ways in which employees can contact them.
- 4.5. A Whistleblower should report conduct by any person or persons connected with DRA which, in the opinion of a Whistleblower acting in good faith is:
 - 4.5.1. Dishonest;
 - 4.5.2. Fraudulent;
 - 4.5.3. Corrupt;
 - 4.5.4. Illegal (including theft, violence or threatened violence, harassment, drug use and criminal damage against property);
 - 4.5.5. In breach of local legislation or local authority by-laws;
 - 4.5.6. Breach of DR's code of conduct;
 - 4.5.7. An unsafe work practice; or
 - 4.5.8. Any other conduct which may cause financial or non-financial loss to DRA or be otherwise detrimental to the interests of DRA.
 - 4.5.9. Relating to sexual exploitation, abuse or harassment of any person
- 4.6. If the circumstances require, we will consider using alternative forms of reporting such as internal or external auditors.
- 4.7. All reports of the conduct outlined above will be investigated to determine whether there is sufficient evidence to substantiate or refute the allegation by a Whistleblower. The investigation will be conducted by the committee established by the DRA board, depending on the particular circumstances and allegations.
- 4.8. The investigation will not be conducted by a person who may be the subject of the investigation or has inappropriate links or connections (actual or perceived) to the person/s or practice/s under the investigation.
- 4.9. All investigations should be fair, independent and in accordance with best practice. The investigation process should be accountable and open to review. An audit trail must be maintained and critical findings and decisions made during the course of the investigations should be documented.
- 4.10. For all staff members and volunteers, the WPO is:
 - 4.10.1. WPO: Chris Gribble - chris.gribble@destinyrescue.org

- 4.11. In extreme circumstances, the Whistleblower may feel that reporting to the WPO is not appropriate, such reports should be directed to the CEO

4.12. Protections:

- 4.12.1. Whistleblower protections are the protections provided to whistleblowers to enable them to come forward to report misconduct without fear of retribution or personal detriment.
- 4.12.2. Protections available to Eligible Whistleblowers under the Corporations Act and DRA's Whistleblowing Policy include:
- 4.12.2.1. Identity protection (confidentiality)
 - 4.12.2.2. DRA has a legal obligation to protect the confidentiality of a Whistleblower's identity. A person cannot disclose the identity of a Whistleblower or information that is likely to lead to the identification of the Whistleblower (which they have obtained directly or indirectly because the Whistleblower made a disclosure that qualifies for protection), unless this is to the Australian Securities and Investments Commission (ASIC), the Australian Federal Police (AFP), a legal practitioner for the purposes of obtaining whistleblowing legal advice or with the consent of the Whistleblower.
 - 4.12.2.3. Information may be disclosed without consent if DRA has taken all reasonable steps to reduce the risk that the Whistleblower may be identified from the information and it is reasonably necessary for investigation purposes. It is illegal for a person to identify a Whistleblower, or disclose information that is likely to lead to the identification of a Whistleblower, outside the exceptions mentioned above. A Whistleblower may lodge a complaint of breach of confidentiality with ASIC
 - 4.12.2.4. Protection from detrimental conduct
 - 4.12.2.5. Legal protections are available for protecting a Whistleblower, or any other person, from detriment in relation to a disclosure.
- 4.12.3. A person cannot engage in conduct that causes detriment to a Whistleblower (or another person), in relation to a disclosure, if:
- 4.12.3.1. the person believes or suspects that the Whistleblower (or another person) made, may have made, proposes to make or could make a disclosure that qualifies for protection; and

- 4.12.3.2. the belief or suspicion is the reason, or part of the reason, for the conduct.
- 4.12.4. In addition, a person cannot make a threat to cause detriment to a Whistleblower (or another person) in relation to a disclosure. A threat may be expressed or implied, or conditional or unconditional. A Whistleblower (or another person) who has been threatened in relation to a disclosure does not have to actually fear that the threat will be carried out to be eligible for protection.
- 4.12.5. Examples of detrimental conduct include: dismissal, injury, demotion, discrimination, harassment, intimidation, disciplinary action, bias, threats or other unfavourable treatment.
- 4.12.6. A person who subjects a Whistleblower to detrimental conduct because they have reported, may have reported, propose to report or could report a Disclosable Matter will be in breach of this policy and will be dealt with under DRA's misconduct procedures. This is a serious matter which may expose the person to civil and criminal sanctions.
- 4.12.7. Compensation and other remedies.
- 4.12.8. A Whistleblower (or any other employee or person) can seek compensation and other remedies through the courts if:
 - 4.12.9. they suffer loss, damage or injury because of a disclosure; and
 - 4.12.10. DRA failed to take reasonable precautions and exercise due diligence to prevent the detrimental conduct.
- 4.12.11. Whistleblowers are encouraged to seek independent legal advice.
- 4.12.12. Civil, criminal and administrative liability protection
- 4.12.13. A Whistleblower is protected from any of the following in relation to their disclosure:
 - 4.12.14. Civil liability (for example any legal action against the Whistleblower for breach of an employment contract, duty of confidentiality or another contractual obligation);
 - 4.12.15. Criminal liability (for example attempted prosecution of the Whistleblower for unlawfully releasing information, or other use of the disclosure against the Whistleblower in a prosecution (other than for making a false disclosure); and

- 4.12.16. Administrative liability (for example disciplinary action for making the disclosure).
- 4.12.17. The protections do not grant immunity for any misconduct a Whistleblower has engaged in that is revealed in their disclosure
- 4.12.18. These protections apply not only to internal disclosures, but to disclosures to legal practitioners, regulatory and other external bodies, and public interest and emergency disclosures that are made in accordance with the Corporations Act

4.13. Support

- 4.13.1. Identity protection (confidentiality)
- 4.13.2. DRA will reduce the risk that a Whistleblower will be identified from the information contained in a disclosure:
 - 4.13.2.1. All personal information or reference to the Whistleblower witnessing an event will be redacted;
 - 4.13.2.2. The Whistleblower will be referred to in a gender-neutral context;
 - 4.13.2.3. Where possible, the Whistleblower will be contacted to help identify certain aspects of their disclosure that could inadvertently identify them; and
 - 4.13.2.4. Disclosures will be handled and investigated by the Board Chair, Chief Executive Officer or an external party, where appropriate.
- 4.13.3. DRA will follow secure record-keeping and information-sharing processes:
 - 4.13.3.1. All paper and electronic documents and other materials relating to disclosures will be stored securely;
 - 4.13.3.2. Access to all information relating to a disclosure will be limited to those directly involved in managing and investigating the disclosure;
 - 4.13.3.3. Only a restricted number of people who are directly involved in handling and investigating a disclosure will be made aware of a Whistleblower's identity (subject to the Whistleblower's consent) or information that is likely to lead to the identification of the Whistleblower;

- 4.13.3.4. Communications and documents relating to the investigation of a disclosure will not be sent to an email address or to a printer that can be accessed by other DRA personnel, suppliers and/or partners; and
- 4.13.3.5. Each person who is involved in handling and investigating a disclosure will be reminded about confidentiality requirements, including that an unauthorised disclosure of a Whistleblower's identity may be a criminal offence

4.13.4. Protection from Detrimental Conduct

- 4.13.5. DRA may employ the following measures and mechanisms for protecting Whistleblowers from detrimental acts or omissions (where applicable):
 - 4.13.5.1. Processes for assessing the risk of detriment against a Whistleblower and other persons (for example anyone else who might be suspected to have made a disclosure), which will commence as soon as possible after receiving a disclosure;
 - 4.13.5.2. Support services (including counselling or other professional or legal services) that are available to Whistleblowers;
 - 4.13.5.3. Strategies to help a Whistleblower minimise and manage stress, time or performance impacts, or other challenges resulting from the disclosure or its investigation;
 - 4.13.5.4. Actions for protecting a Whistleblower from risk of detriment; for example, allowing the Whistleblower to perform their duties from another location, reassign the Whistleblower to another role at the same level, make other modifications to the Whistleblower's workplace or the way they perform their duties, or reassign or relocate other personnel involved in the disclosable matter;
 - 4.13.5.5. The DRA CEO, where appropriate, is responsible for maintaining the confidentiality of a disclosure, addressing the risks of isolation or harassment, managing conflicts, and ensuring fairness when managing the performance of, or taking other management action relating to, a Whistleblower;
 - 4.13.5.6. Procedures on how a Whistleblower can lodge a complaint if they have suffered detriment, and the actions DRA may take in

response to such complaints (for example, a Board member who is not involved in dealing with disclosures may investigate the complaint and provide the investigation findings to the Board); and

- 4.13.5.7. Interventions for protecting a Whistleblower if detriment has already occurred; for example, DRA may investigate and address the detrimental conduct, such as by taking disciplinary action, or DRA may allow the Whistleblower to take extended leave, support the Whistleblower in a career development plan including new training and career opportunities, or offer compensation or other remedies. A Whistleblower should seek independent legal advice or contact regulatory bodies, such as ASIC, if they believe they have suffered detriment.

5. Definitions

- 5.1. **Whistleblower** - An individual with inside knowledge of an organisation who reports misconduct or dishonest or illegal activity that may have occurred within that organisation (see 'Eligible whistleblowers').
- 5.2. **Eligible Whistleblower** - Whistleblower to whom the whistleblower protections apply
- 5.3. **Qualifying Disclosure** - A qualifying disclosure involves reporting a Disclosable Matter by DRA or DRA personnel. To qualify for protection, the Whistleblower must have reasonable grounds to suspect that the information they will disclose indicates misconduct. However, a Whistleblower does not need to prove their allegations and still qualifies for protection if their disclosure turns out to be incorrect
- 5.4. **Disclosable Matters** - Disclosable matters involve information that the Whistleblower has reasonable grounds to suspect concerns misconduct, an improper state of affairs or circumstances, or breach of the law, in relation to DRA.
- 5.5. Examples of disclosable matters include:
 - 5.5.1. theft, dealing in, or use of illicit drugs, violence or threatened violence, and criminal damage against property;
 - 5.5.2. fraud, money laundering or misappropriation of funds;
 - 5.5.3. offering or accepting a bribe;
 - 5.5.4. financial irregularities;

- 5.5.5. failure to comply with, or breach of, legal or regulatory requirements;
and
- 5.5.6. engaging in or threatening to engage in detrimental conduct against a person who has made a disclosure or is believed or suspected to have made, or is planning to make, a disclosure.
- 5.6. 'Misconduct or an improper state of affairs or circumstances' may not involve unlawful conduct in relation to DRA but may indicate a systemic issue that ASIC should know about to properly perform its functions. It may also relate to organisational behaviour and practices that may cause harm to stakeholders, such as donors, partners, the people whom DRA works to support and/ or the public.
- 5.7. **Reasonable Grounds** - A reasonable person in the Whistleblower's position would also suspect the information indicates misconduct or a breach of the law.
- 5.8. **Public Interest Disclosure** - The disclosure of information to a journalist or a parliamentarian, where:
 - 5.8.1. at least 90 days have passed since the Whistleblower made the disclosure to ASIC or another Commonwealth body prescribed by regulation;
 - 5.8.2. the Whistleblower does not have reasonable grounds to believe that action is being, or has been taken, in relation to their disclosure;
 - 5.8.3. the Whistleblower has reasonable grounds to believe that making a further disclosure of the information is in the public interest; and
 - 5.8.4. Before making the public interest disclosure, the Whistleblower has given written notice to the body to which the previous disclosure was made that: (i) includes sufficient information to identify the previous disclosure; and (ii) states that the Whistleblower intends to make a public interest disclosure.
 - 5.8.5. A Whistleblower must understand the criteria for making a public interest disclosure and should seek independent legal advice before making such a disclosure.
- 5.9. **Emergency Disclosure**
- 5.10. The disclosure of information to a journalist or a parliamentarian, where:
 - 5.10.1. a previous disclosure has been made to ASIC or another prescribed Commonwealth regulatory body;

- 5.10.2. the Whistleblower has reasonable grounds to believe that the information relates to a substantial or imminent danger to the health or safety of one or more persons or to the natural environment;
- 5.10.3. before making the emergency disclosure, the Whistleblower has given written notice to the body to which the previous disclosure was made that: (i) includes sufficient information to identify the previous disclosure; and (ii) states that the Whistleblower intends to make an emergency disclosure; and
- 5.10.4. The information provided in the emergency disclosure is no more than is necessary to inform the journalist or parliamentarian of the substantial and imminent danger.
- 5.10.5. A Whistleblower must understand the criteria for making an emergency disclosure and should seek independent legal advice before making such a disclosure.
- 5.11. **Detrimental Conduct**
- 5.12. This includes dismissal, harm or injury, demotion or alteration of position or duties to their disadvantage, discrimination, harassment, intimidation, disciplinary action, bias, threats, damage to property, reputation or financial position, or other unfavourable treatment because the Whistleblower made, may have made, proposes to make or could make a disclosure.
- 5.13. Detrimental conduct does not include:
 - 5.13.1. administrative action that is reasonable for the purpose of protecting a Whistleblower from detriment (for example moving a Whistleblower who has made a disclosure about their immediate work area to another office to prevent them from detriment); and
 - 5.13.2. managing a Whistleblower's unsatisfactory work performance, in line with DRA's performance management framework.

6. Policy Review

- 6.1. This document will be reviewed at a minimum every five years, in line with current best practice and other requirements, and to ensure that business needs are met. You will be consulted and advised of any changes as far in advance as possible of the change being made.

7. Further Assistance

- 7.1. For further assistance or clarification on this policy, please contact HR at policies@destinyrescue.org

Version:	Author:	Revision Date:	Description of Change:	Approved by:
1.0	Various	16/01/19	Approval	Michelle Winser
1.1	Brent Dykes-Kirwan	09/09/2021	General Updates	Paul Mergard
2.0	Brent Dykes-Kirwan	09/05/22	Review	Tony Kirwan
3.0		12/2/2025	Review and Update	
4.0	Various	08/2025	Policy Review and Approval	Tony Kirwan and DRA Board