

COR-29 Whistleblower Policy

Encouraging people to disclose serious wrongdoing and protecting those that do.

1. PURPOSE

- (a) Bedford is committed to the highest standards of conduct and ethical behaviour. In support of this commitment, Bedford strives to foster a culture of honest and ethical behaviour, corporate compliance and good corporate governance. It is Bedford policy to encourage people to speak up about information that gives rise to a suspicion of misconduct or an improper state of affairs, and to ensure that they are supported to do so.
- (b) The purpose of this Whistleblower Policy ("**Policy**") is to:
- i. encourage a whistleblower to raise any concerns and report instances of Reportable Conduct where there are reasonable grounds to support this, without fear of intimidation, disadvantage or reprisal;
 - ii. explain the process of the disclosure and investigation of Reportable Conduct;
 - iii. provide information about how this Policy will be made available to Eligible Whistleblowers;
 - iv. to confirm the protections that are available to those who make Disclosures;
 - v. assist in ensuring that Bedford maintains the highest standards of ethical behaviour and integrity; and
 - vi. outline the measures in place to protect whistleblowers and how Bedford will ensure the fair treatment of a person(s) implicated by Disclosures.
- (c) This Policy supports Bedford governance and operational management systems, and should be read with:
- i. *SAFE01 Client Incident Management Policy.*
 - ii. *SAFE02 Client Feedback and Complaint Policy.*
 - iii. *Fundamental Code of Conduct at Bedford.*
 - iv. *QA02.06 Customer Satisfaction, Change Management and Improvement Procedure;*
 - v. *HR22 Bedford Code of Conduct Policy and the National Disability Insurance Scheme (NDIS) Code of Conduct Addendum;*
 - vi. *Whistleblower Procedure; and*
 - vii. all other Bedford policies, procedures and related documents.

2. SCOPE

2.1. In scope

This Policy applies equally to all Eligible Whistleblowers who wish to report Reportable Conduct regarding the activities of Bedford.

2.2. Out of scope

This Policy does not extend to the following matters:

- (a) Client Complaints related to the standard of support and services provided by Bedford (see *SAFE02 Client Feedback and Complaint Policy*).

- (b) A complaint or grievance raised by an employee that is about their personal work-related grievances (as defined within the definition of “Reportable Conduct”) with Bedford, including where breaches of workplace law are alleged (see *Fundamental Code of Conduct at Bedford*).
- (c) A complaint related to products or goods created by Bedford commercial businesses (see *QA02.06 Customer Satisfaction, Change Management and Improvement Procedure*).

3. DEFINITIONS

ASIC means the Australian Securities and Investments Commission.

Associate of Bedford means usually a person with whom Bedford acts in concert.

Bedford means Bedford Group Ltd ABN 34 158 717 447 and the Bedford Group.

Bedford Group means Bedford and its subsidiaries and related entities.

Client Complaints means an expression of dissatisfaction by a person with disability about the standard of supports or services received from Bedford.

Corporations Act means *Corporations Act 2001* (Cth).

Corporations Legislation has the meaning given to that term in section 9 of the Corporations Act and includes the Corporations Act and *Australian Securities and Investments Commission Act 2001* (Cth), the *Banking Act 1959*, the *Financial Sector Act (Collection of Data) Act 2001*, the *Insurance Act 1973*, the *National Consumer Credit Protection Act 2009*, and the *Superannuation Industry (Supervision) Act 1993*.

Disclosure means a disclosure of Reportable Conduct received by an Eligible Recipient.

Eligible Recipient means:

- (a) a Director of the Board
- (b) the Company Secretary
- (c) the Chief Executive Officer
- (d) all other Executives

Eligible Whistleblower means:

- (a) an officer, director, secretary, employee, secondee or contractor, volunteer, whether current or former or permanent, part time, fixed term or temporary;
- (b) a supplier of goods or services to Bedford (whether paid or unpaid) including their current or former employees, contractors, consultants, current or former volunteers, service providers or business partners;
- (c) an associate of Bedford; and
- (d) a relative, dependant or spouse of an individual of a person in paragraphs (a) to (c).

employee – means any person employed by Bedford, whether they be paid or unpaid workers at any level, including executives, managers, volunteers, relief workers, labour hire workers, student placements, interns and people on work experience or transition placements.

Officer means a director on the board of Bedford Group Ltd or the company secretary, whose contact details can be found on Bedford’s website and Bedford’s intranet.

Reportable Conduct means conduct that is illegal, unacceptable or undesirable, or the concealment of such conduct. It includes conduct that:

- (a) is against the law or is a failure by Bedford to comply with any legal obligation;
- (b) is unethical or breaches Bedford policies;
- (c) is dishonest, fraudulent or corrupt;
- (d) is coercion, harassment, victimisation or discrimination;

- (e) is misleading or deceptive conduct of any kind (including conduct or representations that amount to improper or misleading accounting or financial reporting practices either by, or affecting, Bedford);
- (f) is potentially damaging to Bedford, an employee, volunteer or a third-party, including unsafe work practices, environmental damage, health risks or substantial wasting of resources;
- (g) may cause financial loss to Bedford or damage its reputation or be otherwise detrimental to Bedford;
- (h) may be misconduct, an improper state of affairs or circumstances in relation to the tax affairs of the Bedford; or
- (i) involves any other serious impropriety.

Conduct that does not constitute Reportable Conduct **may be** a “**personal work-related grievance**”, including:

- (a) an interpersonal conflict between a whistleblower and another employee or volunteer of the Bedford;
- (b) a decision by the Bedford that does not involve a breach of workplace laws;
- (c) a decision by the Bedford about the engagement, transfer or promotion of the whistleblower;
- (d) a decision by the Bedford about the terms and conditions of engagement of the whistleblower; or
- (e) a decision by the Bedford to suspend or terminate the engagement of a whistleblower or otherwise discipline the whistleblower.

Reportable Conduct relating to a **personal work-related grievance** includes conduct where:

- (a) it includes information about misconduct, or information about misconduct is accompanied by a personal work-related grievance (mixed report);
- (b) Bedford has breached employment or other laws punishable by imprisonment for a period of twelve (12) months or more, engaged in conduct that represents a danger to the public, or suggests misconduct beyond the whistleblower’s personal circumstances; or
- (c) the whistleblower suffers or is threatened with detriment for whistleblowing.

Alternatively, conduct may be a Client Complaint which should be reported in accordance with paragraph 2.2(a) of this Policy, or a customer complaint in relation to Bedford’s commercial services which may be reported in accordance with paragraph 2.2(c) of this Policy.

Senior Manager means any member of the Executive Team as amended from time to time.

whistleblower means an Eligible Whistleblower who alerts Bedford and/or a regulatory authority to Reportable Conduct within Bedford.

Whistleblower Protection Officer means the person(s) nominated by Bedford and as identified in paragraph 4.1(a) of this Policy whose key responsibilities include protecting whistleblowers who report concerns under this Policy.

4. REPORTING REPORTABLE CONDUCT

4.1. How to report Reportable Conduct

- (a) An Eligible Whistleblower can report Reportable Conduct to one of the following Whistleblower Protection Officers nominated by Bedford.

Stopline

Telephone: 1300 30 45 50 (Australia Only)

Email: makeareport@stoline.com.au

Online: <https://bedfordgroup.stolinereport.com>

Mail: Bedford Group c/o Stopline Pty Ltd, PO Box 403, Diamond Creek, VIC 3089

Tam Kiln – Executive Assistant

Email: tkiln@bedfordgroup.com.au

Ph: 0457 912 463

- (b) If an Eligible Whistleblower requires any additional information before reporting conduct, they may contact one of the Whistleblower Protection Officers or a legal practitioner.
- (c) An Eligible Whistleblower can report Reportable Conduct to one of the Whistleblower Protection Officers or any other Eligible Recipient by any means that the Eligible Whistleblower elects, including, telephone, email or post.
- (d) Any report will be kept confidential and secure and can be made anonymously and outside of business hours.
- (e) It is not necessary for a whistleblower to be certain or sure about the Reportable Conduct – they must simply have a reasonable basis to suspect that Reportable Conduct has occurred or is occurring. By making a Disclosure a whistleblower receives the protections established in this Policy. Receiving these protections does not depend on the whistleblower's suspicions being proved correct.

4.2. Anonymity

- (a) An Eligible Whistleblower can elect to remain anonymous while making a Disclosure, both over the course of the investigation and after the investigation is finalised.
- (b) An Eligible Whistleblower is not obliged to answer any questions that they feel could reveal their identity at any time. Anonymity of a whistleblower may be protected by various means, including anonymous telephone numbers, anonymised email addresses or the use of a pseudonym for the whistleblower's name.

4.3. Timely review of reports

All Disclosures will be investigated by a trained person appointed by Bedford on a timely basis. Appropriate corrective action will be taken as called for by the investigation.

5. HANDLING OF REPORTS

5.1. Role of Whistleblower Protection Officers and Eligible Recipients

Whistleblower Protection Officers and Eligible Recipients are responsible for:

- (a) receiving a Disclosure from a whistleblower and establishing if it is Reportable Conduct;

- (b) providing to the Bedford Recipient of Report (outlined in paragraph 5.2 below) and, where separate, the Investigator information from the whistleblower for the purposes of an investigation into that Disclosure;
- (c) reporting back to the whistleblower throughout the investigation, including the final outcome; and
- (d) providing support for the whistleblower by protecting and safeguarding the whistleblower and reviewing the integrity of the investigation process.

Whistleblower Protection Officers and Eligible Recipients will at all times have direct and unrestricted access to reasonable financial, legal and operational assistance when this is required for any Disclosure.

Refer to the Whistleblowing Receipt of Report Procedure.

5.2. Role of the Bedford Recipient of Report

If the Disclosure is established to be Reportable Conduct, the Whistleblower Protection Officer or Eligible Recipient will provide to a Bedford Recipient of Report a confidential and anonymised report outlining the Disclosure. The Bedford Recipient of Report will appoint an Investigator, which may be themselves or, where required, an external third party.

The Bedford Recipients of Report are:

- (a) the Chief Executive Officer; and
- (b) where the Disclosure concerns the Chief Executive Officer or a member of the Executive Team, the Chair of the Bedford Group Ltd board.

5.3. Role of the Investigator

The person appointed by the Bedford Recipient of Report to investigate a report (“**Investigator**”) is responsible for:

- (a) coordinating the investigation into any Disclosure received from a whistleblower;
- (b) documenting and handling all matters in relation to the Disclosure and investigation; and
- (c) finalising all investigations, including providing a report on the outcome to the Bedford Recipient of Report (where applicable).

The Investigator will, at all times, have direct and unrestricted access to reasonable financial, legal and operational assistance when this is required for any investigation.

5.4. Support and rights available to persons implicated

- (a) Where a Disclosure has been made under this Policy, no action will be taken against the person implicated unless and until the Investigator has determined that the allegations are to be presented to them and they have had a proper opportunity respond.
- (b) A person who is the subject of the investigation is entitled to be:
 - i. informed as to the basis of any unfavourable comments and evidence that may be included in a report or other documentation arising out of the investigation; and
 - ii. given a reasonable opportunity to put their case to the Investigator and be afforded natural justice throughout the investigation.
- (c) Bedford will have support available for the person(s) the subject of the investigation including:
 - i. access to the Employee Assistance Program;

- ii. having an independent support person from the People and Culture team at Bedford appointed (if agreed to by the person(s) the subject of the investigation) to deal with any ongoing concerns; and / or
 - iii. utilising third party support providers such as Lifeline (13 11 14) and Beyond Blue (1300 22 4636).
- (d) Any person(s) the subject of the investigation are free to obtain their own professional advice throughout the investigation process.

5.5. Whistleblower to be kept appropriately informed

- (a) The whistleblower will be kept appropriately informed of the progress of action taken in respect of their report by the Whistleblower Protection Officer or other Eligible Recipient.
- (b) At the conclusion of the investigation, they will be informed of the outcome, subject to considerations of privacy for those person(s) the subject of the investigation.

5.6. Confidentiality

- (a) Bedford, including the Investigator, Whistleblower Protection Officer and any other Eligible Recipients receiving Disclosures will not disclose any details of the Disclosure that may identify or make it easy to identify the whistleblower without first obtaining the whistleblower's consent, subject to any applicable law.
- (b) Any disclosure of identity the whistleblower has consented to will be on a strictly confidential basis.
- (c) In investigating a Disclosure under this Policy, Bedford may need to reveal its substance to selected people. When this occurs, Bedford will:
 - i. ensure the information provided does not include the whistleblower's identity; and
 - ii. take all reasonable steps to reduce the risk that the whistleblower will be identified from the information.
- (d) All files and records relating to the Disclosure, including those created in the investigation, will be stored securely and with restricted access.
- (e) The unauthorised release of information without a whistleblower's consent to any person not involved in the investigation is a breach of this Policy, subject to any requirements of applicable law, and may result in disciplinary action, up to and including termination.

5.7. Investigation process

- (a) There is no 'one size fits all' approach to a whistleblower investigation. Bedford's response to a Disclosure will depend on its content and context. In some circumstances, Bedford may legitimately determine that no further action is required.
- (b) If an investigation undertaken following receipt of a Disclosure leads to disciplinary allegations being put to the person(s) implicated, standard principles of procedural fairness will be adhered to in accordance with *Fundamental Code of Conduct at Bedford*.

5.8. False reporting

- (a) Where Reportable Conduct is reported in good faith but cannot be substantiated, this will not be considered to be a false report.
- (b) Bedford discourages false reporting. A person who deliberately makes a false disclosure that is considered malicious or vexatious may be the subject of

disciplinary action by Bedford subject to *Fundamental Code of Conduct at Bedford*.

- (c) Where the Investigator is a Bedford Recipient of Report and considers a false disclosure to be malicious or vexatious, the Investigator will appoint an external, independent investigator to determine whether the false disclosure is a malicious or vexatious report.

6. PROTECTION OF WHISTLEBLOWERS

6.1. General protections

- (a) Whistleblowers who have reasonable grounds to suspect Reportable Conduct has occurred and make a Disclosure under this Policy must not be 'personally disadvantaged' by Bedford for making the report, including by:

- i. having their employment terminated;
- ii. being demoted or unreasonably reassigned to a different role;
- iii. any form of harassment, discrimination or victimisation;
- iv. damage to their reputation;
- v. current or future bias; or
- vi. damage to their financial position.

- (b) There are also further protections provided by the Corporations Act as outlined in paragraph 5.2(e) of this Policy.

- (c) A whistleblower is not granted immunity for any of their own misconduct which they may reveal in the Disclosure or that is uncovered during the investigation. However, if a whistleblower actively cooperates in an investigation in which they may be implicated, the fact they have made a Disclosure may be taken into account as a mitigating factor when determining any legitimate disciplinary actions that may be taken against them for that misconduct. The principles of procedural fairness will apply in relation to any disciplinary process they may become subject to *Fundamental Code of Conduct at Bedford*.

- (d) A whistleblower will still be protected in accordance with this paragraph 6.1 if the report turns out to be incorrect, subject to paragraph 5.8.

6.2. Corporations Act protections

In addition to the protections outlined at paragraph 6.1, the Corporations Act also provides protections in relation to the reporting of Reportable Conduct

A Disclosure by a person qualifies for the additional protection under the Corporations Act if:

- (a) the whistleblower is an Eligible Whistleblower;
- (b) the Disclosure, which may be made anonymously, is made to:
- i. ASIC, APRA or a prescribed authority;
 - ii. Bedford's auditor or a member of the audit team, the details of whom are as follows:
Auditor: Grant Thornton
Audit Partner: Bronwyn Wundersitz
Email address: Bronwyn.Wundersitz@au.gt.com
 - iii. an Officer or Senior Manager of Bedford (on behalf of the Bedford Group);
 - iv. a person authorised by Bedford to receive disclosures of that kind (that is, the Whistleblower Protection Officers);

- v. a legal practitioner for the purpose of obtaining representation or advice;
 - vi. in the case of an “emergency disclosure” (where the disclosure has previously been made and the discloser has reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of people, or to the natural environment), to a member of Parliament (Commonwealth or State) or a journalist; or
 - vii. in the case of “public interest disclosure” (where the disclosure has previously been made and the discloser believes no action is being taken in relation to their disclosure and the discloser has reasonable grounds to believe that making further disclosure of the information is in the public interest), to a member of Parliament (Commonwealth or State) or a journalist,
- (c) the whistleblower has reasonable grounds to suspect misconduct, an improper state of affairs or circumstances relating to Bedford. This includes, but is not limited to:
- i. a contravention of the Corporations Legislation by Bedford or any of its Officers or employees;
 - ii. an offence against any other law of the Commonwealth (punishable by twelve (12) months imprisonment or more); or
 - iii. conduct which represents a danger to the public or the financial system.

If the above conditions are met, the Corporations Act provides the following additional protections to the whistleblower:

- (d) a person cannot engage in conduct that causes detriment to a whistleblower;
- (e) the whistleblower is not subject to any civil or criminal liability for making the disclosure (including disciplinary action). The whistleblower is not, however, protected from civil or criminal liability for any of their own misconduct that may be revealed by the report;
- (f) no contractual or other remedy may be enforced or exercised against a whistleblower on the basis of the disclosure and a contract to which the whistleblower is a party may not be terminated on the basis that the Disclosure constitutes a breach of the contract;
- (g) if Bedford intends to or does terminate the employment of a whistleblower on the basis of the Disclosure, a court may reinstate the whistleblower to the same position or a position at a comparable level;
- (h) the information provided in the Disclosure is not admissible in evidence against the whistleblower in criminal proceedings (unless the information is false or the Disclosure results in civil or criminal liability for their own misconduct as outlined above in paragraph 6.1(c));
- (i) the whistleblower is protected from actual or threatened detriment because of the report and may receive compensation for any damage caused by such detriment;
- (j) the whistleblower will not be required to pay the costs of any other party in court proceedings for compensation unless acting vexatiously or without reasonable cause in taking the proceedings, or acting unreasonably caused the cost to be incurred;
- (k) an apology may be ordered to be given to the whistleblower or an injunction granted by the court to prevent, stop or remedy any detrimental conduct or its effects; and

- (l) subject to limited exceptions, the person to whom the Disclosure is made must not disclose the substance of the Disclosure, the whistleblower's identity or information likely to lead to the identification of the whistleblower.

Bedford are committed to full compliance with these protections.

7. BREACH OF THIS POLICY

Any breach of this Policy will be taken seriously and may result in counselling and/or disciplinary action, up to and including summary dismissal as outlined in *Fundamental Code of Conduct at Bedford*

8. OTHER MATTERS

8.1. Amendment of Policy

This Policy can only be amended by approval of the Board or the relevant sub-committee or person designated by Bedford with oversight and review of this Policy.

8.2. Adoption of Policy

- (a) This Policy will be included in the induction of new Officers and employees of Bedford as part of their induction. Bedford will distribute this Policy to all employees alongside fact sheets explaining the whistleblower regime to which this Policy relates.
- (b) Copies will be available for review and download at all times via Skytrust. Any updates or changes to this Policy will be notified to employees via Skytrust.