

Sample Volunteer Agreement

Legal information for New South Wales community organisations



This is a generic, sample agreement which has been developed as an example. This document does not constitute legal advice and may not be appropriate for every organisation.

Your organisation should draft an agreement to suit your organisation's particular circumstances. Your organisation may want to seek legal advice on this.

This Sample Volunteer Agreement should be read in conjunction with the Sample Volunteer Position Description that has also been developed as an example for New South Wales community organisations.

SAMPLE Volunteer Agreement

This document is not intended to be a legally binding contract between us and it may be cancelled at any time by either us or you.

1. You are a volunteer

The position of (**insert volunteer role title**) at (**insert organisation's name**) is a volunteer position. This means that, if you accept the role, you perform all duties on a voluntary basis and you will not receive remuneration or payment for your work, other than reasonable reimbursement of expenses (see below at paragraph 9).

Neither (**insert organisation's name**) or (**insert name of volunteer**) intend any employment or contractual relationship to be created (ie. you are not an employee, independent contractor or consultant at (**insert organisation's name**)). If this changes at any time, and there is a possibility that you might undertake paid work for the organisation or be involved in vocational training, we will discuss this and document the arrangement in a formal employment contract, contract for services or other arrangement.

2. What you can expect when volunteering at (**insert organisation's name**)

(**Insert organisation's name**) values its volunteers and we will endeavour to provide you with:

- a written position description so you understand your role and the tasks you are authorised to perform
- a full induction, orientation and any training necessary for the volunteer role
- a safe environment in which to perform your role
- respect for your privacy, including keeping your private information confidential

- a supervisor, so that you have the opportunity to ask questions and get feedback (see para. 4 below)
- reimbursement for your reasonable expenses so you are not out-of-pocket as a result of volunteering for us (for further information see para. 9 below), and
- insurance to cover you for the volunteer duties you are authorised to perform (see para. 10 below).

3. What (insert organisation's name) asks of its volunteers?

We ask that you to:

- support **(insert organisation's name)** aims and objectives
- participate in all relevant induction and training programs
- only undertake duties you are authorised to perform and always operate under the direction and supervision of nominated staff and obey reasonable directions and instructions
- understand and comply with the organisation's policies and procedures including **(insert policies, for example: equal opportunity, health and safety, privacy and confidentiality policies)**
- notify your supervisor or another member of staff of any health and safety issues or potentially hazardous situations that may pose a risk to you or others and report any accidents or incidents relating to staff, volunteers, or the workplace
- behave appropriately and courteously to all staff, clients and the public in the course of your role
- use any property or equipment given to you in your role safely and only for purpose of the role and return it to the organisation when you finish your volunteer role
- let us know if you wish to change the nature of your contribution (e.g. hours, role) to **(insert organisation's name)** at any time
- comply with the law at all times, and
- be open and honest in your dealings with us and let us know if we can improve our volunteer program and the support that you receive.

4. Contact person

Your contact person at **(insert organisation's name)** will be **(insert volunteer manager's name and contact details)**. If you have any questions or concerns about your role, your health and safety, or if there is any assistance you need to help you undertake your role, please contact **(insert volunteer manager's name and contact details)** as soon as possible.

5. Role description and details

(Insert role tasks and estimated hours and time commitment or roster details and location. Alternatively attach details of these via a separate role description)

It is important that you only perform the tasks in this role description and that you follow the instructions of **(insert volunteer manager's name and contact details)** and **(insert organisation's name)** staff.

In New South Wales there are laws that protect volunteers in community organisations from civil liability (i.e. legal action like a negligence claim) in specific circumstances. We will explain more about these laws in your induction. However, one of the key factors in ensuring you are protected is that you are performing voluntary community work that is directed or supervised by an incorporated community organisation or performing voluntary community work as an office holder of an incorporated community organisation. It is therefore important that you only perform the tasks in the role description and as instructed by the organisation. To be covered by these laws it is also important that you are not affected by drugs or alcohol when you are volunteering.

If you are unsure whether a particular task or work is authorised, please do not hesitate to talk to your contact person.

6. The health and safety of you and others

At **(insert organisation's name)** volunteer safety, and the safety of everyone who is involved in our organisation, is a priority.

In New South Wales, the Work Health and Safety Act 2011 (NSW) (**WHS Act**) applies to many volunteers because all organisations that engage workers on a paid basis can owe WHS duties to everyone in the organisation (including volunteers). Also, there may be other legal actions (such as negligence claims) that mean we always need to consider work health and safety issues.

Under the WHS Act and other laws, **(insert organisation's name)** has a duty of care to minimise risks to everyone affected by its conduct (including paid employees and volunteers).

It also means that as a volunteer, you may have WHS duties too. These include:

- to take reasonable care for your own health and safety
- to take reasonable care for the health and safety of others
- to comply with any reasonable instruction by **(insert organisation's name)**
- to let **(insert organisation's name)** know of any concerns you may have about safety and/or fitness in undertaking our role, and
- to cooperate with any reasonable policies and procedures of **(insert organisation's name)**.

We will provide you with a full induction, safety equipment and role training **(insert other safety measures here)** when you commence as a **(insert volunteer role)** with our organisation. However, please do not hesitate to talk to your contact officer at any time if you have any health and safety concerns.

7. Induction and training required before you start in the volunteer role

(Insert organisation's name) is committed to providing suitable training in support of our health and safety, discrimination and privacy policies. For this reason it is our policy that all volunteers undertake induction and/or training at **(insert organisation's name)** prior to commencing their volunteer position.

We will be holding the next volunteer induction session at **(insert induction session details)**. Please contact **(insert volunteer manager's name and contact details)** to confirm you are able to attend this session or for details of alternative sessions.

8. Information we require before you can start in the volunteer role

Before you can commence the volunteer role, we need the following information: **(insert background checks required including CV, ID checks, reference checks, police checks, licence checks, etc.)**

All background check information will be conducted in accordance with our 'Background Check' policy and our privacy policy.

9. Volunteer expenses and other benefits

As a volunteer, **(insert organisation's name)** will provide you with reimbursement for any reasonable out-of-pocket expenses that you incur when performing authorised tasks associated with your role.

We do this to ensure that you are not financially disadvantaged as a result of your volunteer position with us. These payments are not remuneration or wages. You might need prior approval and will always need to produce receipts.

We may sometimes provide you with other benefits as part of your volunteering role (examples include training, free food, accommodation, event entry, clothing or equipment). Where this occurs, it is on a gratuitous basis at the discretion of **(insert organisation's name)** and is not payment in lieu of salary.

10. Insurance

We are committed to providing adequate insurance cover for volunteers whilst carrying out their volunteering roles that have been approved and authorised by us.

(Insert organisation's name) has the following insurances: **(list insurances)**

To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you need to: **(include details of what the volunteer needs to do, e.g. report an incident as soon as it has occurred, sign in each time you volunteer etc.)**

We want to let you know that the following events are unlikely to be covered by our insurance:

- actions that are beyond the scope of your volunteer role, or that occur without appropriate authority or permission from us
- criminal activity (including criminal charges arising out of driving incidents)
- dishonest or reckless activities
- **(continue to list depending on exclusions in insurance policies)**

11. Intellectual Property

All volunteers at **(insert organisation's name)** agree to transfer all intellectual property rights and interests (including copyright) in any ideas or materials they create relating to their provision of voluntary services at **(insert organisation's name)** to **(insert organisation's name)**.

Volunteers are taken to consent to **(insert organisation's name's)** use of such creations in a manner reasonably contemplated by the voluntary services provided under this document. As a volunteer you also agree not to bring any claim for infringement of your moral rights in respect of that use.

Please sign to acknowledge that you have read this Volunteer Agreement and have had an opportunity to ask questions.

Volunteer full name _____ **Volunteer signature** _____

Date _____