**CWS Volunteer Agreement.**

# Intended users

* Volunteers
* General manager
* Volunteer coordinator

# Volunteer Agreement

This is a Deed of Agreement made on between (insert volunteer name) (referred to in this document as ‘the volunteer’ or ‘you’) and the Coolum Women’s Shed.

1. You are a volunteer.

The position of (insert volunteer role title) at the Coolum Women’s Shed is a volunteer position. This means that you are not an employee of, or contractor to, the Coolum Women’s Shed and, 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).

2. What you can expect when volunteering at the Coolum Women’s Shed.

Neither the Coolum Women’s Shed nor (insert name of volunteer) intend any employment or (other than in relation to paragraph 11) contractual relationship to be created (i.e. you are not an employee, independent contractor or consultant at the Coolum Women’s Shed). 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. The Coolum Women’s Shed 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 the Coolum Women’s Shed asks of its volunteers.

We ask that you:

• support the Coolum Women’s Shed’s aims and objectives;

• participate in all relevant induction and training programs; National Guide: Recruiting, Inducting, Managing and Ending the Volunteer Relationship (Part 5) © 2018 Justice Connect. This information was last updated in October 2018 and does not constitute legal advice, full disclaimer and copyright notice at [www.nfplaw.org.au/disclaimer. 31](http://www.nfplaw.org.au/disclaimer.%2031)

• 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, and grievances policy);

• 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 the Coolum Women’s Shed at any time;

• let us know immediately if there is anything, or anything arises, that makes you unsuitable or unable to legally carry out your volunteer role (e.g. your role requires you to drive and you lose your licence);

• 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 the Coolum Women’s Shed 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.

You will be provided with a separate description of your role. 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 the Coolum Women’s Shed staff. In your induction session, we will explain our liability to you as a volunteer of the organisation as well as, your liability to third parties. 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. 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 the Coolum Women’s Shed volunteer safety, and the safety of everyone who is involved in our organisation, is a priority. The Coolum Women’s Shed has no paid employees therefore it is classed as a ‘Volunteer association’ and the WHS Act does not apply. However, there may be other legal actions (such as negligence claims) that mean we always need to consider workplace health and safety issues. The Coolum Women’s Shed has a duty of care to minimise risks to everyone affected by its conduct (including volunteers). It also means that as a volunteer, you may have OHS 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 the Coolum Women’s Shed

• to let the Coolum Women’s Shed 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 the Coolum Women’s Shed.

We will provide you with a full induction, safety equipment and role training when you commence as a volunteer 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.

The Coolum Women’s Shed 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 the Coolum Women’s Shed prior to commencing their volunteer position. This volunteer agreement will be given to you to read before your induction. If you have any questions please raise these at your induction.

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

Before you can commence the volunteer role, we need the following information:

* CV
* ID checks
* reference checks
* police checks
* licence checks

(Delete as appropriate)

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, the Coolum Women’s Shed 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 will 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 the Coolum Women’s Shed and is not payment in lieu of salary. We do not offer free workshop entry for volunteers due to the facilitator costs we incur.

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. The Coolum Women’s Shed has the following insurances:

* Public liability $20mn
* Product liability $20mn
* Advertising liability $20mn
* Contract Works liability $500,000
* Personal Accident, Volunteers Aggregate Policy Limit $2,000,000

To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you need to:

* Follow any procedures relating to your role including any risk mitigation strategies for the activity.
* Report incidents, hazards and near misses when they occur.

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); and
* dishonest or reckless activities.

11. Confidential information and Intellectual Property.

Volunteers are likely to be given access to Coolum Women’s Shed’s confidential information as part of, or to assist them with, their role. Confidential information includes any information about the Coolum Women’s Shed, its business, services and clients which has been designated by the Coolum Women’s Shed as confidential or which is, by its nature, confidential or proprietary to the Coolum Women’s Shed. You are not permitted to use or disclose any confidential information for any purpose other than the proper discharge of your duties as a volunteer of the Coolum Women’s Shed. All volunteers at the Coolum Women’s Shed 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 the Coolum Women’s Shed to the Coolum Women’s Shed. If you have any moral rights (i.e. the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the Copyright Act 1968 (Cth)) in any intellectual property owned by the Coolum Women’s Shed, you:

• irrevocably consent to any act or omission by the Coolum Women’s Shed which infringes those moral rights;

• agree that your consent extends to acts and omissions by the Coolum Women’s Shed’s licensees and successors in title; and

• agree that your consent is a genuine consent given under Part 9 of the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement. You agree that, despite anything else in this Volunteer Agreement, the terms of this paragraph 11 are binding on you and continue after this Agreement ends.

12. Consent to use photographs and images.

You agree that the Coolum Women’s Shed may take photographs and video footage of you carrying out your volunteer work and use it for the purposes of marketing and promotion of the Coolum Women’s Shed and its goods or services. This may include printed and digital marketing, including the use of your image on social media platforms.

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

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| --- | --- |
| Executed as a deed on (date): Signed as a deed by:  |  |
|  | Signature of volunteer  |
|  | [Volunteer name]  |
| in the presence of: |  |
|  | Witness |

|  |  |
| --- | --- |
| Signed as a deed for and on behalf of The Womens Shed Coolum ABN 50199005062 by its authorised representative: |  |
|  | Signature of authorised representative  |
|  | Name of authorised representative |
| in the presence of: |  |
|  | Witness |