

Volunteer Agreement

This is a Deed of Agreement made between (insert volunteer name) (referred to in this document as 'the **volunteer**' or '**you**') and Family Life Ltd (referred to as '**Family Life**' or '**our**' in this document).

1. You are a volunteer

The position of (insert volunteer role title) at Family Life is a volunteer position. This means that you are not an employee of, or contractor to, Family Life 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.

2. What you can expect when volunteering at Family Life

Neither Family Life 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 Family Life). 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.

Family Life 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 pre-approved 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 Family Life asks of its volunteers

We ask that you:

- support Family Life's Vision, Purpose & Values, and work in accordance with the Family Life Way;
- understand and comply with the organisation's policies and procedures including, in particular but not limited to, Volunteer Policy, Workplace Conduct Policy, OHS Policy (and Procedures), and the Family Life Code of Conduct;
- participate in all relevant and required 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;
- 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 the 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 Family Life 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 at Family Life

Your operational supervisor at Family Life will be (insert volunteer's supervisor's name and contact details). If you have any questions or concerns about your role, your health and safety, your rostered hours, or if there is any assistance you need to help you undertake your role, please contact them as soon as possible.

If you have any questions or concerns about the Volunteer Program, safety screening, reward and recognition, engagement, feedback or if any issues arise between you and your direct supervisor please contact our Volunteering team by calling 03 8599 5433 or by emailing volunteering@familylife.com.au. The Volunteering Team is here to support you.

5. Position description and tasks

It is important that you only perform the tasks in your position description and that you follow the instructions of (insert volunteer supervisor's name and contact details) and Family Life staff.

When you complete the Volunteer Induction, 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 position 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 supervisor.

6. The health and safety of you and others

At Family Life volunteer safety, and the safety of everyone who is involved in our organisation, is a priority.

In Victoria, the Occupational Health and Safety Act 2004 (**OHS Act**) applies. Also, there may be other legal actions (such as negligence claims) that mean we always need to consider workplace health and safety issues.

Under the OHS Act and other laws, Family Life 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 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 Family Life
- to let Family Life know of any concerns you may have about safety and/or fitness in undertaking your role, and
- to cooperate with policies and procedures of Family Life.

We will provide you with an induction, safety equipment and role training when you commence as a volunteer with our organisation. However, please do not hesitate to talk to your supervisor at any time if you have any health and safety concerns.

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

Family Life 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 the site and role induction prior to commencing their volunteer position.

8. Information we require before you can start volunteering

Before you can commence volunteering, we need the following information: a completed application form, Police Check/s (minimum submission approval), Volunteer Working With Children Check (or current VIT card for teachers) , signed Volunteer Agreement and General OHS Information.

All background check information will be conducted in accordance with our Safety Screening policy and our privacy policy.

9. Volunteer expenses and other benefits

As a volunteer, Family Life will provide you with reimbursement for pre-approved 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 always require 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 Family Life 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.

Family Life has Community Services Organisation Insurance with the Victorian Managed Insurance Authority (VMIA) which includes the following policies:

- Public and Products Liability
- Professional Indemnity and Medical Indemnity
- Personal Accident

To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you need to: sign in each time you volunteer, complete the Volunteer Induction before commencing volunteering, report any incidents to your supervisor as soon as they have occurred, ensure your Safety Screening is current at all times, perform only authorised tasks that are within your position description, and ensure you are not affected by drugs or alcohol.

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; and
- if you are affected by drugs or alcohol when you are volunteering.

It is also important for you to understand that Family Life's insurance does not cover COVID-19 related issues.

11. Confidential information and Intellectual Property

Volunteers are likely to be given access to Family Life's confidential information as part of, or to assist them with, their role. Confidential information includes any information about Family Life, its business, services and clients which has been designated by Family Life as confidential or which is, by its nature, confidential or proprietary to Family Life.

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 Family Life.

You agree to transfer all intellectual property rights and interests (including copyright) in any ideas or materials you create relating to your provision of voluntary services at Family Life, to Family Life.

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 Family Life, you:

- irrevocably consent to any act or omission by Family Life which infringes those moral rights;
- agree that your consent extends to acts and omissions by Family Life'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 Family Life may take photographs and video footage of you carrying out your volunteer work and use it for the purposes of marketing and promotion of Family Life and its goods or services. This may include printed and digital marketing, including the use of your image on social media platforms.

We will notify you of occurrences where we may take photographs or video footage in advance to give you the opportunity to opt out of participating in these activities.

13. Acknowledgment

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

Executed as a deed on (date);

Signed as a deed by (Volunteer Name printed in Block letters)

Signature of Volunteer

Date

Signed a deed for and on behalf of Family Life Ltd ABN 37 722 782 209 by its authorised representative:

Signature of Authorised Representative

Date

Name (BLOCK LETTERS) and Position of Authorised Family Life Ltd Representative