

with tips

Sample: Volunteer agreement

Legal information for community organisations



Note

This is a generic, sample agreement. It's not legal advice and may not suit your organisation. Your organisation will need to draft an agreement to suit your particular circumstances and may want to seek legal advice on this.

This sample agreement with tips is published in part 5 of our [National Volunteer Guide](#). We recommend you refer to part 5 of the guide for more information about volunteer agreements.



Don't forget to remove our tips and other notes as you prepare your agreement!

This is an Agreement between:

[insert volunteer name] (referred to in this document as 'the volunteer' or 'you') and

[insert organisation name] (sometimes referred to in this document as 'we').

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

Tip – The volunteer role should match the role title in the volunteer role description.

1. You are a volunteer

The role of **[insert volunteer role title]** at **[insert organisation's name]** is a volunteer role. This means you are not an employee of, or contractor to, **[insert organisation's name]** 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).



Neither **[insert organisation's name]** nor you intend any employment or contractual relationship to be created (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 perform paid work for the organisation or be involved in vocational training, we will discuss this and document the arrangement in a formal contract.

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 role description so you understand your role and the tasks you are authorised to perform

Tip - Refer to our sample induction checklist above

Tip – Talk about the training that will be provided so that you are clear and upfront with the volunteer from the start

- a full induction, orientation and training relating to 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 paragraph 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 paragraph 9 below), and
- insurance to cover you for the volunteer duties you are authorised to perform (see paragraph 10 below).

Tip - When discussing this agreement with your new volunteer, explain why this is important, for example it may mean the volunteer is personally liable or they are not covered under the organisation's insurance policy (see part 3 of our guide).

3. What **[insert organisation's name]** asks of its volunteers

We ask that you:

- support **[insert organisation's name]**'s aims and objectives
- participate in all relevant induction and training sessions
- only perform duties you are authorised to perform and always operate under the direction and supervision of **[insert organisation's name]**'s 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 (for example, hours, role) to **[insert organisation's name]** 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 (for example, your role requires you to drive and you lose your licence or you injure yourself)
- 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.

Tip – Make sure this list of policies matches the policies that you cover off on your induction checklist

Tip - Make sure this section reflects your organisation's expectations of its volunteers and its values.

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 you need any assistance to help you perform your role, please contact **[insert volunteer manager's name]** as soon as possible.

5. Role description and details

We ask that you only perform duties you are authorised to perform, always operate under the direction and supervision of **[insert organisation's name]**'s staff and obey reasonable directions and instructions. This is particularly important for health, safety and insurance reasons (see paragraph 6 below).

We have developed a role description **[insert volunteer role title role description]** to help you understand your role and the tasks you are authorised to perform and tasks that are prohibited.

If you are unsure whether a particular task or work is part of your role, or who you can and can't receive directions and instructions from please don't hesitate to talk to your contact person.

Tip – Insert role description, along with estimated hours and time commitment or roster details and location. Or attach the role description separately and note that the role description is attached.

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.

[insert organisation's name] has safety obligations towards:

- you in your capacity as a volunteer at **[insert organisation's name]**, and
- the people that you interact with as a part of your volunteer role.

It's important to understand that you may be personally liable (that is legally or financially responsible) for any harm or damage caused to yourself or others if you act outside of the role description, outside of the instructions given to you or you are affected by drugs or alcohol when you are volunteering.

It's therefore important that you only perform the tasks in your role description and that you follow the instructions of your contact person **[insert volunteer manager's name]** and **[insert organisation's name]**'s staff.

Tip – Insert the state or territory where the volunteer will be predominantly performing the volunteer role.

Tip – You will need to confirm if the health and safety legislation in your state or territory applies to your organisation. Generally speaking, if you have even one employee, the health and safety legislation will apply to your organisation, for more information see part 3 of the guide. If the health and safety legislation in your state or territory does not apply, delete this section.

Tip – The laws that govern health and safety differ in each state and territory. If you are in Victoria, insert Occupational, Health and Safety law. For all other states and territories, insert Work Health and Safety Law

In **[insert state or territory]**, the **[insert relevant law]** applies. Also, there may be other legal actions (such as negligence claims) that mean we always need to consider safety issues.

Under the **[insert relevant law]** 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 duties under **[insert relevant law]** too. These include:

- taking reasonable care for your own health and safety
- taking reasonable care for the health and safety of others
- complying with any reasonable instruction by **[insert organisation's name]**
- letting **[insert organisation's name]** know of any concerns you may have about safety or fitness in performing your role, and
- cooperating 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 any 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.

Tip – Organisational policies include any of the policies that are listed in the volunteer induction checklist.

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 the organisational policies relevant to your role as a volunteer. For this reason, it's our policy that all volunteers undertake induction and training at **[insert organisation's name]** before starting their volunteer role.

Tip - Amend this section to reflect when the volunteer will receive induction and training (is it before they start their role, at the start or during the course of the volunteering role?)

[insert volunteer manager's name] will confirm the details of the induction and training schedule with you.

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

Before you can start the volunteer role, we need the following information: **[insert background checks required such as CV, ID checks, reference checks, police checks, licence checks]**

Tip – Refer to the background checks you have listed in the volunteer role description

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

Tip - Check if your organisation has a policy before including this.

Tip – Be upfront and clear with your volunteers about when a volunteer will need prior approval (for example, by reference to a dollar amount).

9. Volunteer expenses and other benefits

As a volunteer, **[insert organisation's name]** will reimburse you 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 role with us. These payments are not remuneration or wages. You might need prior approval and will always need to produce receipts.

Tip – You may want to amend this to reflect your organisations' current practices.

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.

Tip – You may need to edit this section depending on your organisation's insurance coverage. If you don't have insurance cover for volunteers it's important to be upfront and clear about this.

10. Insurance

We are committed to providing adequate insurance cover for volunteers while 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, for example, report an incident as soon as it has occurred, sign in each time you volunteer]**

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

Tip – Carefully review your insurance and complete this list with any exclusions set out in your policies. For questions to ask your insurer see part 3 of this guide.



- 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 (for example turning up intoxicated).

Tip – This sample agreement has been drafted as a non-legally binding agreement to reflect the volunteer nature of the relationship. Carefully consider whether your organisation requires the confidential information obligations to be legally-binding. If yes, you may wish to use our Sample Deed of Agreement (below) instead, or seek legal advice.

11. Confidential information

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

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 **[insert organisation's name]**.

Tip – This sample agreement has been drafted as a non-legally binding agreement to reflect the volunteer nature of the relationship. Carefully consider whether your organisation requires the obligations in relation to intellectual property to be legally-binding. If yes, you may wish to use our Sample Deed of Agreement (below) instead, or seek legal advice.

12. Intellectual Property

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 **[insert organisation's name]** to **[insert organisation's name]**.

You consent to the use by **[insert organisation's name]** 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.

Tip – Ask the volunteer to circle 'agree' or 'do not agree' (and make sure you only use it for the purposes you have listed). You may have obligations under privacy laws and should take steps to protect this personal information.

13. Consent to use photographs and images

You **[agree/do not agree]** that **[insert organisation's name]** may take photographs and video footage of you carrying out your volunteer work and use it for the purposes of marketing and promotion of **[insert organisation's name]** 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.

Volunteer's full name

Volunteer's signature

Date

Tip - It's a good idea to give the volunteer a copy of the signed agreement, and for your organisation to keep the original as a record (or in accordance with your organisation's policies on record keeping).