

Volunteer Agreement

This is a **Deed of Agreement** made between _____ (volunteer name) (referred to in this document as 'the volunteer' or 'you') and NSW Stoma Limited.

1. You are a volunteer

The position of _____ at NSW Stoma Ltd is a volunteer position. This means that you are not an employee of, or contractor to, NSW Stoma 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 NSW Stoma Ltd.

Neither NSW Stoma nor _____ 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 NSW Stoma Ltd). 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.

NSW Stoma Ltd 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 NSW Stoma Ltd asks of its volunteers

We ask that you:

- support NSW Stoma Ltd's 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
 - NSW Stoma Code of Conduct and
 - Volunteer management 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 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 NSW Stoma Ltd 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
- comply with the law at all times
- 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 NSW Stoma Ltd will be _____. 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 _____ as soon as possible.

5. Role description and details

Please refer to NSW Stoma Volunteer Roles attached.

It is important that you only perform the tasks in this role description and that you follow the instructions of your supervisor and NSW Stoma Ltd 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 or supervisor.

6. The health and safety of you and others

At NSW Stoma Ltd volunteer safety, and the safety of everyone who is involved in our organisation, is a priority.

In NSW the NSW Occupational Health & Safety Act 2000 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, NSW Stoma Ltd 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 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 NSW Stoma Ltd
- to let NSW Stoma Ltd 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 NSW Stoma Ltd

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

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

NSW Stoma Ltd 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 NSW Stoma Ltd prior to commencing their volunteer position.

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

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

- police check
- Proof of ID
- reference checks

9. Volunteer expenses and other benefits

As a volunteer, NSW Stoma Ltd 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 such as free food. Where this occurs, it is on a gratuitous basis at the discretion of NSW Stoma Ltd 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.

NSW Stoma Ltd has the following insurances:

- Voluntary Workers insurance
- Public & Products Liability Insurance
- Management Liability
- Business Insurance

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

- 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:

- 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 NSW Stoma Ltd's confidential information as part of, or to assist them with, their role. Confidential information includes any information about NSW Stoma Ltd, its business, services and clients which has been designated by NSW Stoma Ltd as confidential or which is, by its nature, confidential or proprietary to NSW Stoma Ltd. 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 NSW Stoma Ltd.

All volunteers at NSW Stoma Ltd 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 or to NSW Stoma Ltd.

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 NSW Stoma Ltd you:

- irrevocably consent to any act or omission by NSW Stoma Ltd which infringes those moral rights;
- agree that your consent extends to acts and omissions by NSW Stoma Ltd’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 NSW Stoma Ltd may take photographs and video footage of you carrying out your volunteer work and use it for the purposes of marketing and promotion of NSW Stoma Ltd and its 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.

Executed as a deed on _____(Date)

by: _____ [Volunteer name]

Signed _____

And NSW Stoma Limited

Signed _____

Name: _____