

Volunteering Agreements - should you have one?



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Should you be asking your volunteers to sign an agreement? We asked Jane Klauber from leading charity legal experts, [Russell-Cooke](#).

Views still vary in the sector as to whether a volunteering agreement is helpful in defining objectives and expectations on both sides or if an agreement encourages a volunteer to regard what is a gift relationship as conferring contractual entitlements. Our view is that provided a volunteer agreement is clearly worded to reflect the non-contractual nature of the relationship and is expressed in terms of hopes and expectations rather than requirements, it will be useful in clarifying expectations and setting boundaries and should not create the inference of a legally binding agreement so long as the work provided is genuinely voluntary i.e. is not in exchange for payment of any type. The agreement does not necessarily have to be signed and may be in the form of a letter from the organisation to the individual volunteer but a signature in itself, in the absence of other indications of a legally binding arrangement, is unlikely to create a legally binding agreement.

What should be included in the agreement?

A clear statement that the agreement is binding in honour only and is not intended to be a legally binding contract between the organisation and the volunteer and that neither party intends any employment relationship or other worker relationship to be created.

The agreement should be worded in terms of reasonable expectations and while your organisation may want certainty about the amount of time a volunteer can commit to the volunteering role and hours and duties, it is better to set out the

preferred expectations while making it clear that you are flexible about the time commitment.

Similarly you will want the volunteer to give you as much notice as possible if they are unable to volunteer for you because of other commitments such as holiday and if they wish to cease volunteering. Again this should be worded as a request for reasonable advance notice rather than a requirement.

Phrases and wording that are commonly found in employment contracts should generally be avoided such as “notice”, “annual leave” and references to your disciplinary and grievance procedures are not appropriate and should not be applied to volunteer although many organisations provide a complaints procedure and some commit to a process akin to a disciplinary procedure of alerting the volunteer in advance of concerns about their work before ending the relationship.

Policies and procedures

While it is not appropriate to refer to your disciplinary and grievance procedure, there are obligations that it will be important to bring to a volunteer’s attention which are likely to be contained in your staff policies. These include confidentiality, Safeguarding requirements, health and safety and the avoidance of discrimination. Many organisations do state that the volunteer is expected to follow the organisation’s standards including health and safety and equal opportunities and other procedures and some compile a separate volunteer handbook covering such areas specific to volunteers. Again as long as there is no exchange of cash or benefits in exchange for work, references to organisational policies should not create an inference of an employment relationship.

Confidentiality

Most organisations are concerned about confidentiality and will include a statement reminding the volunteer that they are not permitted to use or disclose any confidential information they have access to during the period of volunteering either during that period or afterwards.

Copyright

In most cases volunteers will not create intellectual property but if they may be writing articles for you, taking photographs or producing any other material, the volunteer will need to sign an assignment of intellectual property rights to ensure that

you retain ownership of the intellectual property in the material produced during the course of volunteering.

Payment

In order to ensure that the obligation to pay the National Minimum Wage does not arise you do need to limit payment to verifiable out of pocket expenses and the agreement should set out details of those expenses and how they may be re-claimed.

Data protection

In cases where volunteers will be processing personal data on your behalf for example data bases of your beneficiaries or members, you may want to include provisions reminding the volunteer of those obligations. Additionally if you are likely to process personal data concerning the volunteer including for example their health, it is sensible to include a short consent to the processing of personal data including sensitive personal data in the agreement.

Leaving the organisation

It will not be appropriate to require a minimum notice period but you should simply request that the volunteer gives you as much notice as possible in order for you to make alternative arrangements.

Jane Klauber

Partner, Charity and Social Business Team, [Russell-Cooke LLP](#)

Post



Shelterbox2014

As a small charity we have an agreement that outlines both expectations from us and what volunteers can expect from our side too.



Mel White

I run a government funded volunteer program in Australia and the national department that funds us determine what paperwork we use nationally; this includes a Memorandum of Understanding that the volunteer has to sign. It basically lays out their duties as a volunteer and what they must not do in the course of their volunteering (the scheme's volunteers work one on one with residents of nursing homes so it's quite prescriptive). I'm not at all keen on volunteer agreements but this is a good compromise I feel and the volunteers have a document to refer to should they ever question whether they should be carrying out a certain task. They also sign a separate document to say they have been given copies of all the relevant policies. Where volunteers are working in environments bound by law, in my case nursing homes and the Aged Care Act, I do believe this kind of documentation is useful and offers some protection to everyone involved.

a year ago

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Post



Donna Price

With the amount of information we have to plough through today, we often skip over large amounts of text as we believe it is just a standard process. To encourage the volunteer to actually read what our hopes are, I ask my volunteers to sign that they have read and understood a declaration which lists what we 'hope' will happen, with similar categories as the article above. Similarly, online we ask someone to tick a box to say they have read this same document. However, I really love the idea that WallyH has uncovered below, regarding letting the volunteer know what they should expect of us. It's fair and outlines a two way relationship.

a year ago



WallyH

This is very helpful but tends to emphasise the obligations of volunteers over those of the organisation. Volunteering is about widening horizons, not nailing down controls.

a year ago

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addammh

Very good point Wally!

a year ago

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Jamie Ward-Smith

Good point Wally. I think the aim here is to outline the tone and areas that ideally could be covered in an agreement.

It's a tricky one as there have been many cases of volunteers taking organisations to tribunals that most charities tend to err on the side of caution and minimise expectations that volunteers should look for.

My personal opinion is that these agreements should not be necessary at all and indeed the vast majority of volunteering - that takes place within informal community groups - exists quite happily without them.

a year ago

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BrianB

I believe the view of such agreements can depend very much on the nature of the organisations who are working with volunteers. As a Local Authority with a high level of audit control, we do have a detailed volunteer agreement which we ask the volunteer and the manager to sign, to make sure both are aware.

I can see for many smaller organisations that this may seem far too bureaucratic, as they will not consider the organisational risk as being so high. The suggestion that this could be part of a standard letter when the volunteer joins seems a very sensible approach for those groups.

a year ago

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