



Allied Justice Volunteer Solicitor Agreement

Volunteer agreement

This is an Agreement between:

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

Allied Justice (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.

1. You are a volunteer

The role of Volunteer Solicitor at Allied Justice is a volunteer role. This means you are not an employee of, or contractor to, Allied Justice 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).

Neither Allied Justice nor you intend any employment or contractual relationship to be created (you are not an employee, independent contractor or consultant at Allied Justice). 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 Allied Justice

Allied Justice values its volunteers and we will endeavour to provide you with:

- a written volunteer role description so you understand your role and the tasks you are authorised to perform
- 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 can ask questions and get feedback
- reimbursement for your reasonable expenses so you are not out-of-pocket because of volunteering for us, and
- insurance to cover you for the volunteer duties you are authorised to perform.

3. What Allied Justice asks of its volunteers

We ask that you:

- support Allied Justice's values, purpose, aims and objectives
- participate in all relevant induction and training sessions
- only perform duties you are authorised to perform, always operate under the direction and supervision of Allied Justice's delegated staff and obey reasonable directions and instructions
- understand and comply with the organisation's policies and procedures including, but not limited to the Allied Justice:
 - Code of Conduct
 - Confidentiality Policy
 - Conflict of Interest Policy
 - Discrimination, Harassment and Bullying Policy
 - Grievance and Complaints Policy and Procedure
 - Health, Safety and Wellbeing Policy
 - Internet, Email and Computer Usage Policy
 - Responding to Threats of Suicide or Self-Harm Policy
 - Working from Home (Ad hoc) Policy and Procedure
 - Workplace Attendance Policy
 - Legal Practice Quality Framework
 - Areas of Legal Practice guidance
 - and the NACLC Risk Management Guide – Community Legal Centres
- 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 volunteer contribution (for example, hours, role) 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.

4. Contact person

Your contact person at **Allied Justice** 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 Allied Justice's staff and obey reasonable directions and instructions. This is particularly important for health, safety and insurance reasons.

We have developed a **Volunteer Solicitor** 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 the Director of Legal as your supervisor.

6. The health and safety of you and others

At **Allied Justice** volunteer safety, and the safety of everyone who is involved in our organisation, is a priority.

Allied Justice has safety obligations towards:

- you in your capacity as a volunteer, 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 the Volunteer Solicitor role description
- you act outside 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 the Volunteer Solicitor role description and that you follow the instructions of your supervisor and Allied Justice's staff.

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

Under the Occupational Health and Safety Act 2004, and other laws, Allied Justice has a duty of care to minimise health and safety risks to everyone affected by its conduct (including paid employees and volunteers).

It also means that as a volunteer, you have duties under the Occupational Health and Safety Act 2004.

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 given by an appropriate delegate of Allied Justice
- advising your supervising manager of any concerns you may have about safety or fitness in performing your role,
- raising any health and safety
- cooperating with any reasonable rules, policies and procedures of Allied Justice.

We will provide you with a full induction, safety equipment and role training when you start your volunteer role with our organisation. However, please do not hesitate to talk to the Director of Legal, or any employee, supporting you at any time if you have any health and safety concerns.

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

Allied Justice 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 before starting their volunteer role.

The Director of Legal 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 to retain a copy of the following information:

- Volunteer Practising Certificate or amendment to the annexure of a current Practising Certificate where needed
- National Police Record Check
- A current working Working with Children Check (employee or volunteer)
- Photo ID

All background check information will be conducted in accordance with our privacy obligations.

9. Volunteer expenses and other benefits

As a volunteer, Allied Justice 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 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, food, accommodation, event entry, clothing or equipment). Where this occurs, it is on a gratuitous basis at the discretion of **Allied Justice** and is not payment in lieu of salary.

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.

Allied Justice has professional indemnity insurance under the National Professional Indemnity Insurance (PII) Scheme, the protection of which applies to a volunteer as to an employee when at the time of the act, error or omission which gave rise to the Claim the volunteer or student was under the direct control and supervision of Allied Justice in the provision of professional services.

To ensure this insurance covers you for any incidents that occur while you are volunteering with us, you need to advise the organisation in line with any policies, or for incidents of concern not covered please advise the Director of Legal or your nominated supervisor immediately.

We also advise 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 (for example turning up intoxicated).

11. Workers Compensation

During the volunteering, you will not be covered by any workers' compensation insurance policy taken out by **Allied Justice**.

12. Confidential information

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

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 Allied Justice.

Please refer to the Confidentiality Policy for further details about your obligations.

13. 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 Allied Justice to Allied Justice.

You further waive any moral rights you may have in any such creations, and you agree not to bring any claim for infringement of your moral rights in respect of that use.

14. Consent to use photographs and images

You

agree / **do not agree** (please cross out the statement you do not endorse)

that Allied Justice may take photographs and video footage of you carrying out your volunteer work and use it for the purposes of marketing and promotion of Allied Justice and its services and/or reporting to funders and other stakeholders. This may include printed and digital marketing, including the use of your image on social media platforms.

15. Privacy

Allied Justice will collect information about you to enable your participation as a volunteer, to facilitate services or products requested by you, or to keep you informed about our organisation's related activities.

You consent to Allied Justice providing this information to third parties, whether domestically or abroad, including but not limited to its related bodies where it is necessary for the proper conduct and administration of the organisation's business or functions, including for the purpose of enabling third parties to provide services.

You consent to Allied Justice sending you information about volunteering, programs, training, services, fundraising or other activities which we think may interest you.

16. Volunteer acknowledgements

You acknowledge and agree to notify **Allied Justice** immediately of:

- any changes to your health which impact your ability to carry out the typical volunteer activities performed by you under this agreement;

- any changes to your Practicing Certificate;
- any events or circumstances that would impact your National Police Record Check;
- any change to your Working with Children Check status;
- potential conflicts of interest when they occur and refrain from advising clients to whom potential conflicts apply;
- circumstances that impact your ability to attend any rostered shift.

You acknowledge and agree to refrain from:

- referring Allied Justice clients to yourself, your firm or any other service you have an employment or other financial connection to;
- offering pro-bono assistance outside of your rostered service appointment or service to community session to any existing or potential clients or community members before checking with the Director of Legal

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