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**East Lothian Council’s Volunteer Agreement**

The Council’s four main objectives are to grow our economy, our communities, our people and the capacity of our organisation. East Lothian Council encourages and welcomes volunteers to participate in this. This agreement sets out the relationship between a volunteer and the Council.

This agreement is not intended to be a legally binding agreement nor is it intended to create an employment relationship between us. You may cease volunteering at any time and we may cease to use you at any time.

There is a distinction between ‘Volunteering’ and ‘Voluntary Working’ which has been defined by the Government. To ensure we are appropriately capturing information on our Volunteers, a Voluntary Assessment should be completed and held by the relevant business unit for the duration of the volunteering.

**‘Volunteers’ vs ‘Voluntary Workers’**

**Volunteers** do not have a contract. They must not be a substitute for an employee and they must not be receiving payment of any kind (although they are sometimes reimbursed for reasonable travel and subsistence expenses). Volunteers usually help out at a charity or voluntary or public-sector organisation.

**Right to Work:**

It is a requirement that any person(s) volunteering for ELC provide a suitable ‘Right to Work’ document. Suitable documents are listed [here](https://www.gov.uk/government/publications/right-to-work-checklist/employers-right-to-work-checklist-accessible-version) on the Home Office website.

The manager is responsible for verifying the document provided and keeping a copy on record for the duration of the volunteering.

**Referees:**
We require you to provide two referees before you volunteer for us. We may also require you to be checked by Disclosure Scotland depending upon the nature of the volunteering you will be undertaking.

**Your role as a volunteer – to be completed by Manager**

The task that you will be asked to undertake as a volunteer are: [insert here the tasks to be undertaken by the volunteer]. You won’t be paid for this.

**What you can expect from us**

The organisation will provide you with [delete from or add to the list as appropriate]:

* An introduction to the organisation and your volunteering role within it.
* Training related to your responsibilities as a volunteer. We hope that you will take advantage of this to improve and maintain your skills.
* A [supervisor/volunteer coordinator/manager/named person] who will supervise your volunteering and with whom you can discuss your work.
* A review of your volunteering role after [three/six] months. This will normally be carried out by your [supervisor/volunteer coordinator/manager/named person].
* Personal liability insurance to cover you while you are fulfilling authorised volunteer work.
* Injury insurance for injuries incurred while fulfilling your authorised volunteer work.
* Reimbursement of your expenses. The organisation does not want you to be disadvantaged financially as a result of your volunteering. It will therefore provide you with:
	+ Your travel expenses to and from work. You should try and use the cheapest method of travel available to you
	+ Only actual expense can be paid, so you should keep your receipts, tickets etc.

Any additional expenses or any additional travel costs outside those normally incurred should be agreed in advance with your [supervisor/volunteer coordinator/manager/named person].

All expenses must be submitted, with receipts where possible, to [place or person to whom receipts should be sent] within [period].

**What we expect from you**
We will discuss with you the amount of time that you are willing to commit to volunteering, when you will be available each week, and how your availability will fit in with our needs. If, for any reason, you will not be attending as we have agreed, we would be grateful if you could let us know as soon as possible so that a substitute can be found or different arrangements can be made. If we have no work for you we will let you know as soon as possible.

[OR]

We have agreed that you will be available at [ ]. If, for any reason, you will not be attending we would be grateful if you could let us know as soon as possible so that a substitute can be found or different arrangements can be made. If we have no work for you we will let you know as soon as possible.]

**Confidentiality**In the course of your volunteering you will come across confidential information about the organisation, its staff and its clients. You must respect this confidentiality and not use the information for your own benefit or disclose the information, except where required or permitted to do so by law. **Policies**You will abide by the organisation's health and safety and equal opportunities policies. These can be found on Elnet and will be provided to you by [supervisor/volunteer coordinator/manager/named person].

**Ideas and problems**You may have ideas for the better performance of your duties or of ways in which we can meet our objectives as an organisation. Please discuss these with your [supervisor/volunteer coordinator/manager/named person].

You may run into problems when performing your duties. You should discuss any complaint or problems with your [supervisor/volunteer coordinator/manager/named person].

Your [supervisor/volunteer coordinator/manager/named person] will discuss with you any issues that he/she may have with your work.

If you would like to change the arrangements for your volunteering, that too should be raised with your [supervisor/volunteer coordinator/manager/named person].

**Termination**
You may cease volunteering at any time. The Council may cease to use you as a volunteer at any time. We will endeavour to give you notice of this, and ask that you do the same, if possible.

The following is to be completed in all instances:

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| --- | --- |
| Name of Volunteer: |  |
| Name of Manager/ELC representative: |  |
| The person named above agrees to be a volunteer for ELC and agrees with the terms laid out above |
| ELC Department: |  |
| Signed (Volunteer): |  | Date: |  |
| Signed (Manager): |  | Date: |  |

**The introduction to ELC for the Volunteer should include the following:**

* Introduction to what ELC services are provided
* Culture and values of the organisation
* The organisational structure
* Introductions to team members at all levels if possible
* A tour of the offices, canteen toilets, fire exits, health and safety information
* Agreement and signing of volunteer agreement
* How to resolve problems
* How to claim expenses

**Any completed forms/assessments/documents provided by the volunteer should be electronically stored by the relevant business unit/school.**